

# TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

## TOWN COUNCIL REGULAR MEETING

### AGENDA

SEPTEMBER 03, 2024 – 6:00 PM



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

**Anita Kane, Mayor (Seat 3)**

**Marg Herzog, Vice Mayor (Seat 5) Phillis Maniglia, Councilmember (Seat 1)**

**Laura Danowski, Councilmember (Seat 2)**

**Robert Shorr, Councilmember (Seat 4)**

### Administration

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

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

Town Clerk, Valerie Oakes, CMC

Public Works Director, Richard Gallant

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

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

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

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

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

**TOWN COUNCIL AGENDA ITEMS**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

**ROLL CALL**

**ADDITIONS, DELETIONS AND MODIFICATIONS**

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

*Public Comments for all meetings may be received by email, or in writing to the Town Clerk's Office until 12:00 P.M. (noon) the day of the meeting. Comments will be "received and filed" to be acknowledged as part of the official public record of the meeting. Town Council meetings are livestreamed and close-captioned for the general public via our website, instructions are posted there.*

**CONSENT AGENDA**

1. Approval of ***Resolution No. 2024-58***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING SURCHARGE AND COLLECTION OF CREDIT CARD, CHARGE CARD, DEBIT CARD, AND ELECTRONIC FUNDS TRANSFER SERVICE FEE CHARGES; AND PROVIDING FOR AN EFFECTIVE DATE.
2. Approval of ***Resolution No. 2024-60***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AMENDING PERSONNEL POLICIES IN THE HUMAN RESOURCES POLICY MANUAL; REPEALING PREVIOUSLY ADOPTED PERSONNEL POLICIES; PROVIDING AN EFFECTIVE DATE.
3. Approval of ***Resolution No. 2024-61***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE IMPLEMENTATION OF A BUILDING DEPARTMENT PERMIT FEE REFUND POLICY; AND PROVIDING FOR AN EFFECTIVE DATE.
4. Approval of ***Resolution No. 2024-63***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A SOCIAL MEDIA POLICY FOR ELECTED OFFICIALS, COMMITTEE MEMBERS AND OTHER APPOINTED OFFICIALS; AND PROVIDING FOR AN EFFECTIVE DATE.
5. Approval of ***Resolution No. 2024-69***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE

TOWNWIDE PAY PLAN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**PRESENTATIONS**

- [6.](#) Presentation on Revisions to Section 130-035 ULDC
- [7.](#) Presentation on RedSpeed's Turnkey Automated School Zone Safety Program by Greg Parks, Senior Vice President, RedSpeed Florida, LLC

**FIRST BUDGET PUBLIC HEARING**

- [8.](#) Summary Presentation of the Proposed Tentative Millage Rate and Proposed FY 2024/2025 Budget

**RECESS TOWN COUNCIL MEETING & CALL TO ORDER DEPENDENT WATER CONTROL DISTRICT**

**FIRST BUDGET PUBLIC HEARING**

- [9.](#) Approval of **Resolution No. 2024-DD05**: A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE PROVISION OF DISTRICT SERVICES, INCLUDING WATER CONTROL MAINTENANCE AND REPAIR OF DRAINAGE AND ROADWAYS; APPROVING THE ASSESSMENT RATE FOR DISTRICT SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; IMPOSING A DISTRICT SPECIAL ASSESSMENT FOR THE PROVISION OF DISTRICT SERVICES; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS PURSUANT TO THE UNIFORM METHOD OF COLLECTION; APPROVING THE DISTRICT BUDGET FOR FISCAL YEAR 2024/2025 TO BE ADOPTED AS PART OF THE TOWN'S BUDGET BY THE TOWN COUNCIL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**RECONVENE TOWN COUNCIL MEETING**

**FIRST BUDGET PUBLIC HEARING (Continued)**

- [10.](#) Approval of **Resolution No. 2024-64**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE PROVISION OF RESIDENTIAL SOLID WASTE COLLECTION SERVICES IN THE TOWN OF LOXAHATCHEE GROVES, FLORIDA; APPROVING THE ASSESSMENT RATE FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES FOR FISCAL YEAR 2024-2025; IMPOSING A RESIDENTIAL SOLID WASTE COLLECTION ASSESSMENT AGAINST ASSESSED PROPERTY LOCATED WITHIN THE TOWN OF

LOXAHATCHEE GROVES FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2024; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS PURSUANT TO THE UNIFORM METHOD OF COLLECTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

11. Approval of **Resolution No. 2024-66**: A RESOLUTION OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ESTABLISHING THE TENTATIVE MILLAGE FOR THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PURSUANT TO THE BUDGET SUMMARY FOR THE FISCAL YEAR 2024-2025, IN ACCORDANCE WITH CHAPTER 200, FLORIDA STATUTES, AS AMENDED; SETTING FORTH THE DATE, TIME AND PLACE FOR THE SECOND AND FINAL PUBLIC HEARING TO ADOPT THE TOWN'S MILLAGE RATE FOR THE FISCAL YEAR 2024-2025 AND DIRECTING PUBLICATION OF NOTICE THEREOF; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.
12. Approval of **Resolution No. 2024-65**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; SETTING FORTH THE DATE, TIME, AND PLACE FOR THE SECOND PUBLIC HEARING FOR THE ADOPTION OF THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, ADOPTING THE FISCAL POLICIES; AND DIRECTING PUBLICATION OF NOTICE THEREOF; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.
13. Approval of **Ordinance No. 2024-11** on First Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING THE ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN CONSISTENT WITH CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

#### **PUBLIC HEARING**

14. Approval on **Ordinance No. 2024-09** on First Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE MULTIPLE LAND USE PLANNED UNIT DEVELOPMENT (MLU/PUD) APPROVAL ON A PARCEL OF LAND CONSISTING OF APPROXIMATELY 89.95 ACRES, MORE OR LESS, LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND "B" ROAD, LEGALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR THE APPROPRIATE REVISIONS TO THE MLU/PUD CONCEPTUAL MASTER PLAN AND THE CONDITIONS OF APPROVAL; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.



15. Approval of **Ordinance No. 2024-10** on First Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING THE TEXT OF ADOPTED COMPREHENSIVE PLAN, FUTURE LAND USE ELEMENT, SPECIAL POLICY 1.15.2, TO REVISE THE PERMITTED USES, ESTABLISH INTENSITY MEASUREMENTS FOR THE PROPOSED HOTEL USE, AND PERMIT A NON-RESIDENTIAL USE NORTH OF EAST CITRUS DRIVE; PROVIDING FOR TRANSMITTAL, CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.
16. Approval of **Ordinance No. 2024-07** on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, REPEALING SEC. 20-050 “RECREATIONAL VEHICLES” OF ARTICLE 20 – “RESIDENTIAL ZONING DISTRICTS”; AND ESTABLISHING ARTICLE 92 “RECREATIONAL VEHICLES” WITHIN PART III “SUPPLEMENTAL REGULATIONS” WITHIN THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.
17. Approval of **Ordinance No. 2024-08** on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE III “OFFICERS AND EMPLOYEES”, DIVISION 2 “CODE OF ETHICS”, SECTION 2-87 “STANDARDS OF CONDUCT”, PARAGRAPH (10) OF THE CODE OF ORDINANCES AND PART V “DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS”, ARTICLE 120 “QUASI-JUDICIAL HEARINGS”, SECTION 120-020 “EX-PARTE COMMUNICATIONS” OF THE UNIFIED LAND DEVELOPMENT CODE OF THE TOWN OF LOXAHATCHEE GROVES TO PROVIDE FOR PROCEDURES REGARDING HOLDING AND DISCLOSURE OF EX-PARTE COMMUNICATIONS AND REMOVING ANY PRESUMPTION OF PREJUDICE; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

#### **REGULAR AGENDA**

18. Approval of **Ordinance No. 2024-12** on First Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE II “TOWN COUNCIL” BY ADDING A NEW SECTION 2-20 “ELECTION QUALIFYING” OF THE LOXAHATCHEE GROVES CODE PROVIDING FOR THE CANDIDATE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.
19. Approval of **Ordinance No. 2024-13** 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 11, 2025 AS TO WHETHER THE TOWN OF LOXAHATCHEE GROVES CHARTER SHALL BE AMENDED IN THE FOLLOWING RESPECT: AMEND PARAGRAPH (5) OF SECTION 7 “ELECTIONS” OF

THE CHARTER FOR THE PALM BEACH COUNTY CANVASSING BOARD TO BE THE TOWN CANVASSING BOARD FOR ALL UNIFORM MUNICIPAL ELECTIONS FOR THE TOWN; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; AND PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.

### **DISCUSSION**

[20.](#) Discussion on Civil Citation Ordinance

[21.](#) Updates, Items of Interest and Future Agenda Items

### **TOWN STAFF COMMENTS**

**Town Manager**

**Town Attorney**

**Public Works Director**

**Town Clerk**

### **TOWN COUNCILMEMBER COMMENTS**

**Councilmember Phillis Maniglia (Seat 1)**

**Councilmember Laura Danowski (Seat 2)**

**Councilmember Robert Shorr (Seat 4)**

**Vice Mayor Margaret 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

**TO: Mayor and Councilmembers**

**FROM: Francine Ramaglia, Town Manager**

**DATE: September 3, 2024**

**SUBJECT: Approval of Resolution No. 2024-58 – Authorizing Surcharge and Collection of Credit Card**

---

**Background:**

Pursuant to Section 215.322(5) of the Florida Statutes, the Town may impose a surcharge on electronic payments to cover the service fees charged by financial institutions.

*Resolution No. 2024-58* will allow the Town to include a surcharge on payments made via credit card, charge card, bank debit card, and electronic funds transfers.

The surcharge and collection of service fees serve a valid public purpose by offsetting costs incurred by the Town for processing these payments.

This item was tabled by the Council at their August 6<sup>th</sup> meeting pending more definitive information as to the costs incurred by the Town in processing credit card and debit card charges. Chris Wallace has done an analysis of the charges that are incurred and determined that the average cost when customers need assistance from Town staff is 4.46% and when they make the payments themselves directly online the average cost is 3.90 %. The average composite cost is 4.28%. Based on the analysis, the staff recommendation is to charge the payor a uniform rate of 4.5% for the surcharge. The finance department will monitor the charges on a regular basis to confirm the surcharge revenue and the expense incurred by the Town remain in balance. If there is a significant difference between the related revenues and expenses that difference will be reported to Council for potential adjustments in the surcharge rate.

**Recommendation:**

Motion to approve *Resolution No. 2024-58* and approve the initial surcharge rate of 4.5%.

**RESOLUTION NO. 2024-58****A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING SURCHARGE AND COLLECTION OF CREDIT CARD, CHARGE CARD, DEBIT CARD, AND ELECTRONIC FUNDS TRANSFER SERVICE FEE CHARGES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 215.322(5), Florida Statutes, the Town may include a surcharge on payments by credit card, charge card, bank debit card, and electronic funds transfers in an amount sufficient to pay the service fee charges imposed by the financial institution, vending service company or credit card company for such services; and

**WHEREAS**, consistent with that Section, the Town must verify the validity of the card or transfer and the existence of appropriate credit with respect to the person using the card or transfer; and

**WHEREAS**, the Town Council has determined that the surcharge and collection of such service fees 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 authorizes the surcharge and collection of credit card, charge card, bank debit card, and electronic funds transfer payments and directs staff to perform the required verifications, in accordance with Section 215.322(5), Florida Statutes.

**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:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS \_\_ DAY OF \_\_\_\_\_ 2024.**

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

ATTEST:

\_\_\_\_\_  
Mayor Anita Kane

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

\_\_\_\_\_  
Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Councilmember Laura Danowski

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

\_\_\_\_\_  
Councilmember Robert Shorr

\_\_\_\_\_  
Councilmember Phillis Maniglia



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



**AGENDA MEMO**

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

**FROM:** Francine Ramaglia, Town Manager

**VIA:** Amber Schneider

**DATE:** September 3, 2024

**SUBJECT:** *Resolution No. 2024-60* – Regarding Approving Human Resources Policy Manual Updates

---

**Background:** The Town of Loxahatchee Groves underwent a management transformation in March 2019, transitioning to a small-town government entity following the expiration of the privately held management contract with UMC. This transition provided an opportunity for the policies and practices formerly governed by the LGWCD Personnel Policies & Procedures Manual (PPM, 2014 Version with 2017 update for PTO) to be evaluated and restructured into a Human Resource Policy Manual (HRPM) for the Town.

The initial document underwent thorough review by senior staff members to tailor the policies to our Town's unique conditions and scale and was initially presented to the Council at workshops in late 2019. Following extensive review and deliberation, the Council approved the HRPM 2020 document on January 7, 2020, with final publication in April 2020.

In 2022, the Town Council did a word for word review of the HRPM adopted in 2020, led by the Town's labor attorneys. The resulting document required a cleanup for readability due to the heavily edited text and related items in different areas. Staff continued to modify some of the substantive provisions as well.

Staff along with assistance from our labor attorney, made the formatting changes and other wordsmithing keeping at top-of-mind council's intent. Certain items that were not reviewed and/or finalized by Council and require additional Council discussion/consideration are as follows:

**Pg 9: Section 3:** Added definition for "Substantive."

**Pg 13:** Changed definition of "Regular Part-time Employee" to fewer than 29 hours per week, requiring benefits.

**Pgs 13-14:** Added Volunteer policy/resolution information.

**Pg 14:** Updated rehiring policy to apply to all employees, not just medical reasons, returning to PTO as before.

**Pg 16:** Retitled Section 10 to include "Transfers of Employees."

**Pg 27 Holiday Paid Leave staff updated verbiage to indicate personal days can not be carried forward into following fiscal year** – ‘Employees will celebrate thirteen (13) holidays, eleven (11) of which are shown on the schedule below, and two (2) of which are personal holidays intended to be used for any purpose. Personal holidays must be taken as a full day with pay that cannot be carried into the following fiscal year, compensated as holiday pay, or paid out upon separation. ‘

**Pg 28 Holiday on Scheduled Workday staff clarified rate of pay or compensatory day** – ‘Non-exempt employees who are regularly scheduled to work on the observed holiday and actually work on the holiday in order to maintain essential services to the public shall be paid at the rate of one and one-half of their regular rate of pay for all hours worked on the holiday or shall be given compensatory time equal to one day off, which must be used in the same pay period it is earned, at the discretion of the Town Manager and/or their designee. ‘

**Pg 28/29 Bereavement, staff is suggesting up to 5 days**– ‘Regular full-time employees may be granted up to five (5) working days off with pay, upon signed request, and by approval of the Town Manager. Such time may be taken intermittently within sixty (60) days of death of an immediate family member. If additional days off are necessary, or if the employee wishes to attend the funeral of someone outside his/her immediate family, PTO may be requested. For purposes of this section, the employee's immediate family shall include the following for either the employee or their spouse/registered domestic partner: parent, sister, brother, children.’

**Pg 33 Jury Duty, staff is suggesting up to 5 paid days for employees to fulfill this civic duty** – ‘The Town will provide paid leave to an employee reporting to jury selection. If an employee is chosen to serve on a jury the Town will provide up to five (5) days of paid time for civic service. Upon receipt of the notice to serve jury duty, the employee should immediately notify their supervisor. The employee should provide their supervisor with a copy of the notice which will be attached to the employee’s timesheet. Upon the employee’s return to work, they should provide the supervisor with appropriate documentation from the court indicating the number of days served. ‘

**Pg 34 Eligibility and Rate of Accrual, Use** – Added language “Employees may only retain hours if they have used at least 40 hours of PTO during the fiscal year”.

**Pg 35 Payout at Separation, staff realized the 5 year service requirement had been removed and has replaced it** – ‘Employees voluntarily separating from Town employment with at least (5) years of continuous service with the Town and who provide at least a two-week (2) notice of resignation shall receive a payout any PTO accrued and unused as of the date of separation at their current rate of pay with a maximum potential payout of 80 hours. ‘

**Pg 37 Added verbiage for Voluntary Sick Leave Bank** - Employees may submit a request, on a voluntary basis, to the HRD to donate sick leave to a Voluntary Sick Leave Bank if desired. Employees who have an excess of PTO hours at end of fiscal year may donate up to eight (8) hours of earned PTO time per fiscal year to the Voluntary Sick Leave Bank.

Regular Full-Time staff members who are granted an approved medical leave and have fewer than 10 sick days available at the start of the leave will automatically receive time from the Voluntary Sick Leave Bank (provided hours are available) to bring their sick balance to 10 days (or up to the length of their leave, whichever is smaller). Staff members may take no more than 20 days of donated sick time during their career.

Donated sick time will be distributed on a first-come, first-served basis.

Employees in positions that do not accrue PTO are not eligible to participate in the program.

Donated sick leave will not be approved if an employee refuses available alternate duty when cleared by his/her physician or for an employee who is working.

**Pg 38 Serious Illness Leave Bank, Eligibility for Use – staff updated family definition to match with Bereavement Leave-** ‘Eligible employees are entitled to use Serious Illness Leave for their serious health condition or for the serious health condition of an immediate family member (parent, spouse, registered domestic partner, sister, brother, children).’

**Pg 39 Notice of Return wording changed to reflect failure to return will be considered resignation** - ‘The employee shall notify their Department Director and the Town Manager in writing if s/he will not be returning from leave as planned. Failure to report back to work at the end of the scheduled leave will be considered a voluntary resignation by the employee.’

**Pg 39 Payout at Separation staff added in 5 year limit for payout** – ‘At separation, Town employees with at least (5) years of continuous service with the Town and who provide at least a two-week (2) notice of resignation shall be paid one half of the Serious Illness Leave bank balance at the employees’ current pay rate with a maximum potential of 240 hours.’

**Pg 40 Employment of Family Member staff changed to reflect ability of some family members to be hired as long as they are not direct reports of each other** – ‘It is the Town’s policy to not employ the spouse, domestic partner, or romantic partner of a Town employee. Family members of a Town employee may not regularly work in a position where a direct or indirect reporting relationship exists, which could cause a conflict of interest.

No employee may participate in, either directly or indirectly, employment decisions that may involve a direct benefit (such as work assignments, performance reviews, job classifications, hiring, or discipline) to a domestic partner or a romantic partner or family member as defined above.’

**Page 42: Added "including but not limited to" list to Disciplinary Action section from district's old policies, requiring review.**

**Page 45: Designated Beneficiary form added (now located on page 103).**

**Pg. 65 Post Accident Testing** stuff updated chart to test after all incidents even if no ticket – changed to make second column all yes

**Pg 98** added Charter of the Town of Loxahatchee Groves to the oath.

Presented today is an updated version of the Town’s HRPM. It includes recent changes in law such as the updated accommodations for pregnancy and clarifying that weapons, including guns, continue to be prohibited while performing District duties, which remains in compliance with applicable and recently enacted laws.

### **Recommendations:**

Move that Town Council adopt **Resolution No. 2024-60** adopting the 2024 HRPM for the Town of Loxahatchee Groves.

**TOWN OF LOXAHATCHEE GROVES  
RESOLUTION NO. 2024-60**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AMENDING PERSONNEL POLICIES IN THE HUMAN RESOURCES POLICY MANUAL; REPEALING PREVIOUSLY ADOPTED PERSONNEL POLICIES; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council established certain policies to govern conditions of employment for all employees of the Town of Loxahatchee Groves by adopting a Human Resources Policy Manual in 2020; and

**WHEREAS**, the Town Council desires to amend certain policies within the Human Resources Policy Manual; and

**WHEREAS**, these policies will continue to be implemented by the Town Manager and his/her designees through personnel procedures and practices; and

**WHEREAS**, the Town Council has determined that the amended Human Resources Policy Manual 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 recitals are hereby affirmed and ratified.

**SECTION 2.** The Town Council hereby adopts the 2024 Human Resources Policy Manual attached hereto as Exhibit A.

**SECTION 3.** A copy of the 2024 Human Resources Policy Manual, as adopted by this Resolution, and all implementing procedures established by the Town Manager shall be maintained in the Human Resource Designee's Office.

**SECTION 4.** In the event of the amendment of any ordinance, rule, or law incorporated in these policies or upon which these provisions rely, these policies shall be deemed amended in conformance with those changes.

**SECTION 5.** All previous personnel policies promulgated by the Town of Loxahatchee Groves, or the Loxahatchee Groves Water Control District are hereby repealed in their entirety.

**SECTION 6.** This Resolution shall become effective immediately upon adoption.

Councilmember \_\_\_\_\_ offered the foregoing resolution. Councilmember \_\_\_\_\_ seconded the motion.

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 3<sup>rd</sup> DAY OF SEPTEMBER 2024.**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

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

\_\_\_\_\_  
*Voted:*  
Mayor Anita Kane, Seat 3

\_\_\_\_\_  
*Voted:*  
Vice Mayor Margaret Herzog, Seat 5

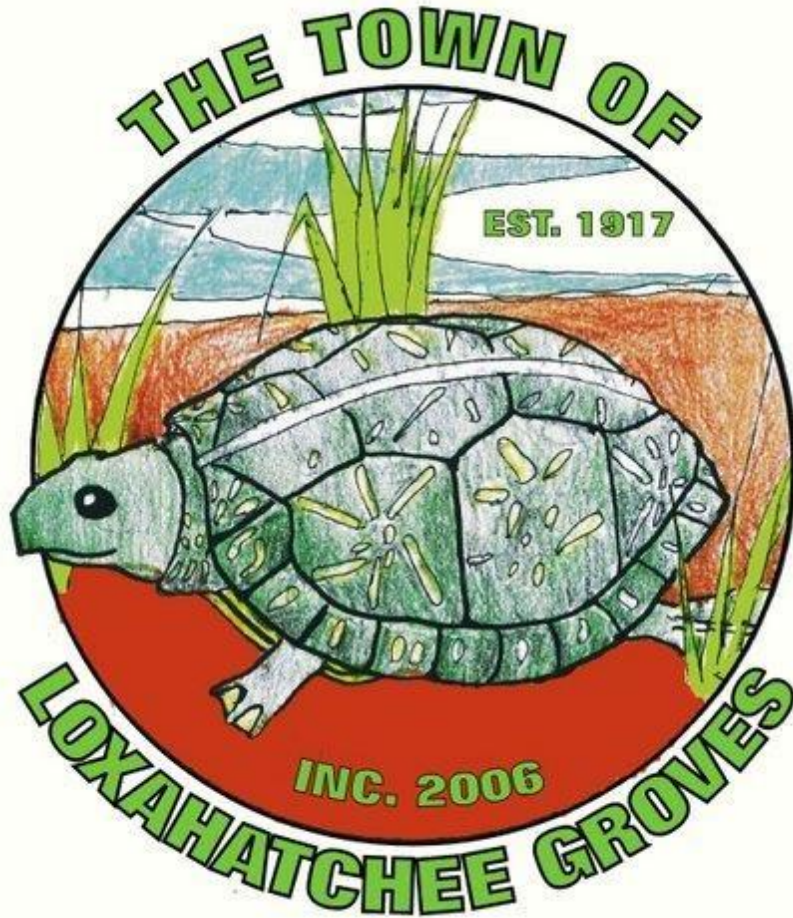
APPROVED AS TO LEGAL FORM:

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

\_\_\_\_\_  
*Voted:*  
Councilmember Phillis Maniglia, Seat 1

\_\_\_\_\_  
*Voted:*  
Councilmember Laura Danowski, Seat 2

\_\_\_\_\_  
*Voted:*  
Councilmember Robert Shorr, Seat 4



# TOWN OF LOXAHATCHEE GROVES

## HUMAN RESOURCES POLICY MANUAL

APRIL 2024



## A MESSAGE FROM YOUR TOWN MANAGER

What makes Loxahatchee Groves such a wonderful and unique rural community is the work of our elected officials and you, our dedicated employees. As a part of our team, you take on an extremely important role in serving our residents and our community. Together, we work each and every day to provide quality services that foster a rural lifestyle and are environmentally sound, fiscally responsible, and socially sustainable. Our culture is based on shared values, established standards, and simply put, *doing the right thing for our residents* and visitors.

The Town is committed not only to its residents, but also to its employees. We are an Equal Employment Opportunity Employer (EEOE). Our commitment to equality is without regard to race, color, religion, sex, age, national origin, ancestry, marital, veteran or military status, disability, genetic information, sexual orientation, gender identity or expression, pregnancy, or any other protected status in accordance with applicable law. Our employment practices are guided by the principles of inclusion and equality and are designed to ensure that hiring is based solely on qualifications.

The Town's philosophy is to operate with full transparency and our Human Resources Policy Manual is key to ensuring that each of us understands what the Town expects of us on a daily basis. Our foremost responsibility as Town of Loxahatchee Groves employees is service to our community and each employee plays a critical role in making this organization successful. We thank each and every one of you for your part in getting us where we are today, as well as where we will be in the future.

Please keep in mind the Human Resources Policy Manual is only a general overview and does not contain all the information you will need during the course of your employment. As such, you will receive additional information and instructions from the Town from time to time. If you have any questions regarding this Manual or any Town policies, please direct your concerns to your immediate supervisor.

The current Manual contains the policies and practices of the Town, which are in force at the time of publication. Please read this Manual thoroughly as all previously issued Manuals and any inconsistent policy statements or memoranda are superseded by this Manual.

Again, thank you for being part of the Town's team. We wish much success to you during your employment with the Town. We hope that we will help you reach your goals and by doing so you will help us reach ours. Your continued employment after any of these policy changes indicates your agreement with these policies.



Francine L. Ramaglia, Town Manager



# Table of Contents

<b>Chapter 1 – General Provisions .....</b>	<b>8</b>
Introduction .....	8
Section 1: General Provisions .....	8
Section 2: Application .....	9
Section 3: Administration.....	9
Section 4: Equal Employment Opportunity.....	9
Section 5: Code Of Ethics and Conflicts of Interest.....	10
Section 6: Departmental Policies.....	11
<b>Chapter 2 – Classification And Pay Plan .....</b>	<b>12</b>
Section 1: Classification - Scope and Purpose .....	12
Section 2: Authorization Of Annual Funding Position and Pay Plan.....	12
Section 3: Classification Of Positions: .....	13
Section 4: Appointment And Removal.....	14
Section 5: Veteran’s Preference .....	14
Section 6: Scheduling.....	15
Section 7: Attendance.....	16
Section 8: Job Descriptions .....	16
Section 9: Classification Of New Positions: .....	16
Section 10: Reclassification Of Positions/Transfers of Employees: .....	16
Section 11: Pay & Compensation Plan.....	17
Section 12: Overtime & Related Compensation.....	19
Section 13: Emergency Declaration and Pay .....	21
Section 14: Safe Harbor.....	24
Section 15: Benefits.....	24
Section 16: Employee Assistance Program .....	24
Section 17: Health Insurance Coverage After Separation .....	26
<b>Chapter 3 – Holidays And Leaves .....</b>	<b>27</b>
Section 1: Holiday Paid Leave .....	27
Section 2: Bereavement/Funeral Leave .....	28

**TOWN OF LOXAHATCHEE GROVES****HUMAN RESOURCES POLICY MANUAL**

Section 3: Conference/Training Leave .....	29
Section 4: Military Leave .....	29
Section 5: Leave Without Pay .....	30
Section 6: Workers' Compensation Leave .....	31
Section 7: Jury Duty Leave .....	33
Section 8: Official Court Appearances Leave .....	33
<b>Chapter 4 – Paid Time Off (PTO) .....</b>	<b>34</b>
Section 1: Purpose .....	34
Section 2: Eligibility And Rate of Accrual.....	34
Section 3: Request For Leave.....	35
Section 4: Paid Time Off (PTO) Buy Back:.....	35
Section 5: Payout At Separation of Employment:.....	35
Section 6: No Accrual of PTO During Certain Absences: .....	36
<b>Chapter 5 – Serious Illness Leave Bank.....</b>	<b>37</b>
Section 1: Purpose .....	37
Section 2: Bank .....	37
Section 3: Eligibility For Use .....	38
Section 4: Charging Leave .....	38
Section 5: Request For Leave.....	38
Section 6: Notice Of Return from Leave.....	39
Section 7: Medical Certification.....	39
Section 8: Payout At Separation.....	39
<b>Chapter 6 – Employee Ethics and Conduct Procedures.....</b>	<b>40</b>
Section 1: Policy On Ethics .....	40
Section 2: General Prohibitions.....	40
Section 3: Employment Of Family Members.....	40
Section 4: Outside Employment.....	41
Section 5: Solicitation And Distribution .....	41
Section 6: Dress And Appearance .....	41
<b>Chapter 7 – Discipline and Separations .....</b>	<b>42</b>
Section 1: Disciplinary Action .....	42
Section 2: Types Of Discipline.....	43

**TOWN OF LOXAHATCHEE GROVES****HUMAN RESOURCES POLICY MANUAL**

Section 3: Types of Separations .....	44
Section 4: Dismissal .....	45
Section 5: Return Of Property and Financial Obligations .....	46
Section 6: Exit Interviews .....	46
Section 7: Post-Termination Name Clearing.....	46
<b>Chapter 8 – Personnel Records.....</b>	<b>46</b>
Section 1: Responsibility .....	46
Section 2: Records.....	47
Section 3: Retention Of Public Records.....	47
Section 4: Public Employee’s Oath of Loyalty .....	47
<b>Chapter 9 – Health And Safety .....</b>	<b>48</b>
Section 1: Scope And Purpose .....	48
<b>Chapter 10 – Drug-Free Workplace Policy .....</b>	<b>50</b>
Section 1: Policy Statement.....	50
Section 2: Authority For Drug Testing.....	51
Section 3: Definitions.....	51
Section 4: Types Of Testing Required .....	52
Section 5: Confidentiality.....	52
Section 6: Drugs To Be Tested.....	53
Section 7: Testing Location.....	53
Section 8: Testing Procedures .....	54
Section 9: Challenging Positive Test Results .....	54
Section 10: Consequences of Positive Confirmed Result .....	54
Section 11: Consequences of Conviction for Violation of Criminal Drug Statute Occurring in the Workplace .....	55
Section 12: Consequences of Refusing to Submit to Drug Testing.....	55
Section 13: Medications That May Alter or Affect the Drug Test .....	56
Section 14: Mandatory Testing Employees Entering into EAP or Rehabilitation Program.....	57
Section 15: Effective Date of Drug Free Workplace Policy.....	57
<b>Chapter 11 – Department Of Transportation (Dot) Drug/Alcohol Testing Policy for Commercial Drivers.....</b>	<b>58</b>
Section 1: Applicability .....	58
Section 2: Policy Purpose.....	58

**TOWN OF LOXAHATCHEE GROVES****HUMAN RESOURCES POLICY MANUAL**

Section 3: Definitions.....	59
Section 4: Participation Required.....	61
Section 5: Department Of Transportation Regulations .....	61
Section 6: Required Hours of Compliance.....	61
Section 7: Drug/Alcohol Testing Policy Dissemination.....	62
Section 8: Designated Employer Representative.....	62
Section 9: Drug & Alcohol Testing Recorded (Clearinghouse Queries): .....	63
Section 10: Required Testing: .....	64
Section 11: Random Testing .....	66
Section 12: Reasonable Suspicion Testing.....	67
Section 13: Return To Duty & Follow-Up Testing.....	68
Section 14: Substances To Be Tested & Detection Thresholds .....	68
Section 15: Testing Procedure.....	70
Section 16: Prohibited Conduct Under Dot Regulations as Adopted by This Policy.....	71
Section 17: Consequences Of Violations .....	73
Section 18: Refusal to submit (to an alcohol or controlled substances test) means that an employee:	74
Section 19: Drug/Alcohol Intervention .....	75
Section 20: Signs & Symptoms of Alcohol And/or Drug Abuse .....	76
Section 21: Available Resources for Resolving Problems Associated with Alcohol or Drug Abuse ..	76
Section 22: Confidentiality.....	77
Section 23: Amendment & Severability.....	78
Section 24: Federal & State Laws and Regulation.....	78
<b>Chapter 12 – Clean Indoor Air / Smoke-Free &amp; Tobacco-Free Workplace.....</b>	<b>79</b>
<b>Chapter 13 – Workplace Bullying Policy .....</b>	<b>81</b>
<b>Chapter 14 – Violence In the Workplace .....</b>	<b>82</b>
<b>Chapter 15 – Anti-Discrimination, Harassment, and Retaliation Policy .....</b>	<b>85</b>
<b>Chapter 16 – Whistleblower .....</b>	<b>87</b>
<b>Chapter 17 – E-Mail, Internet, and Social Media .....</b>	<b>88</b>
Section 1: Internet/E-Mail/Devices .....	88
Section 2: Confidentiality.....	88
Section 3: Prohibited Uses.....	89
Section 4: Social Networking, Social Media & Blogging.....	89



TOWN OF LOXAHATCHEE GROVES

HUMAN RESOURCES POLICY MANUAL

Section 5: Cell Phone Policy ..... 90

**Chapter 18 – Continuing Education and Travel ..... 92**

Section 1: Tuition Reimbursement ..... 92

Section 2: Continuing Education / Certification Leave and Reimbursement..... 93

Section 3: Travel ..... 94

**Employee Acknowledgements General Acknowledgement..... 95**

**APPLICATION FOR TUITION REIMBURSEMENT ..... 100**

**Town Beneficiary Form.....102**

DRAFT





# Chapter 1 – General Provisions

## Introduction

This Manual (including any modifications) is prepared for informational and guideline purposes only and does not constitute a contract in any respect between The Town of Loxahatchee Groves and its employees. Employment with Loxahatchee Groves is at will, and either the employee or the employer may terminate the relationship at any time for any or no reason except as otherwise provided by an employment contract, Town ordinance, or State law. All statements in this manual regarding the at-will status of Town employees or any benefits provided herein shall control any contradictory statements by any other person, whether oral or written.

Any information included in a revision of this manual may be made without advanced notice and will supersede, modify, or eliminate existing policies, benefits or rules stated herein. Regardless of change, however, your employment with the Town of Loxahatchee Groves shall remain "employment-at-will." Any and all changes to this manual will be communicated as soon as it is appropriate to do so but will not affect the implementation or administration of the revised policies, benefits, or rules.

Such personnel records as are necessary for the proper administration of the personnel system will be maintained by the Human Resources Designee (HRD). The Town shall only maintain information in personnel records that is necessary and relevant to accomplishing legitimate personnel administration needs.

## Section 1: General Provisions

This manual sets forth basic policies and guidelines for all employee conduct and also contains important summary information regarding employee benefits, policies, and procedures, which are subject to change as the Town Council deems appropriate with or without notice. If Town employees have specific questions regarding the benefit plans described, they should refer to the plan documents, summary plan descriptions, or contact the HRD. Any actions not specifically covered shall be interpreted by the Town Manager with such interpretations to be in keeping with the intent and purposes of this Human Resources Policy Manual (HRPM).

This HRPM supersedes all previously issued policies, procedures, verbal or written policy statements, employment letters, and HRPMs.



## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

## Section 2: Application

This HRPM covers all positions whether probationary, part-time, full-time, temporary, or emergency. All Town employees are at-will employees. Accordingly, either the employee or the Town may terminate the relationship at will, with or without cause or notice, at any time, for any reason or no reason. This policy manual is not an employment contract and should not be considered as such.

## Section 3: Administration

The Town Manager shall be responsible for the overall administration of the policies as set forth herein by this HRPM and may make exceptions when in the best interest of the Town when such exceptions do not change the Council's original intent. Department Directors shall be responsible for overall administration of the rules, policies, and procedures outlined herein within their respective departments. Routine matters pertaining to enforcement may be delegated.

All employees are required to sign a receipt acknowledging that they received a copy of this policy manual and agree to abide by the terms and conditions of employment. The signed receipt shall be placed in the employee's personnel file.

The Council authorizes the Town Manager and/or the Town Manager's designee(s) to implement such additional other policies, practices, and procedures necessary to carry out the provisions of this HRPM. Administrative policies and procedures adopted by the Town Manager may be amended from time to time at their discretion. The Town Manager may also make minor changes to this Manual; however, substantive changes require approval by the Town Council. *Substantive refers to changes that significantly alter the content, meaning or effect of the HRPM that are substantial or fundamental in nature and therefore necessitate approval from the Town Council.*

## Section 4: Equal Employment Opportunity

It is the express policy of the Town to engage in a program of compliance with all applicable Federal, State, and local laws regarding recruitment, hiring, and promoting people on the basis of demonstrated ability, experience, and training without regard to race, color, religion, sex, age, national origin, ancestry, marital, veteran or military status, disability, genetic information, sexual orientation, gender identity or expression, pregnancy, or any other protected status in accordance with applicable law. This subject requires continuous action at all levels to assure legal and moral compliance with the spirit of the policy. Any employee of the Town who feels that s/he or another employee has been the victim of discrimination must notify their immediate supervisor, Department Directors, Town Clerk, HRD or the Town Manager immediately. If the concern or complaint involves the Town Manager, employees must report the concern or complaint to the Town Attorney who shall notify the Town Council.



## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

The Town will provide reasonable accommodation for qualified applicants and individuals with known disabilities unless doing so would result in an undue hardship or cause a direct threat to the health or safety of the individual or others. Reasonable accommodation may also be made for employees sincerely held religious beliefs and, in certain circumstances, arising out of pregnancy, childbirth or related medical conditions. may require that the employee provide medical documentation regarding any such impairment relating to disability, pregnancy, childbirth, or related medical conditions and, if appropriate, identify specific accommodations which may assist the employee. The Town will engage in an appropriate interactive process with the employee in determining potential accommodations when requested by the employee. All information provided regarding any impairment will be handled confidentially to the extent required by law. This policy governs all aspects of employment including application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment.

Employees have an obligation to bring complaints forward under the Equal Employment Opportunity policy and procedure if they experience or witness conduct contrary to the policy.

Employees will not be retaliated against for bringing a complaint forward in good faith or for requesting accommodation under this policy. Confidentiality will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances, subject to Florida's public records laws. Employees should be aware that the Town is obligated to investigate the complaints it receives under this policy. As such, the Town cannot entertain requests by the reporting employee, or anyone else, that the information received be ignored, be maintained "off the record", or otherwise fail to act upon the information. Every effort will be made to keep the employee names confidential, to the extent possible consistent with the need to conduct an adequate investigation and compliance with applicable laws and regulations.

Employees who believe that they have been subject to harassing or discriminatory conduct because of a disability must follow the reporting procedures in the "Anti-Discrimination, Harassment, and Retaliation Policy" Section. Individuals should contact the Town Manager or HRD with any questions or request(s) for accommodation.

Any employee found to have violated this policy of EEO is subject to appropriate disciplinary action, up to and including dismissal from employment. In this manner, the Town strives to ensure a work environment that provides equal opportunity to all.

## Section 5: Code Of Ethics and Conflicts of Interest

All Town employees and Town Officials are required to comply with Florida's Code of Ethics for Public Officers and Employees (Chapter 112 of the Florida Statutes). As such, Town employees and Officials may not use their jobs to obtain any special privileges or private gain for themselves or others. No officer or employee shall have any interest, financial or otherwise, direct, or indirect, or engages in any business transaction or professional activity; or incurs any obligation of any nature which conflicts with the proper discharge of his or her duties in the public interest. All applicable provisions of Palm Beach County



## TOWN OF LOXAHATCHEE GROVES

### **HUMAN RESOURCES POLICY MANUAL**

ordinances regulating behaviors under jurisdiction of the Commission of Ethics (COE) and Office of the Inspector General (OIG) shall apply.

Employees should avoid any activity, investment, or interest that might reflect unfavorably upon the integrity or good name of the Town or in any way damage the business of the Town. As such, any employee who wishes to engage in outside professional, business, or volunteer activities must be certain that the activity does not interfere with the employee's effective performance of their duties; make use of any of the Town's proprietary or confidential information; require use of the Town's time, resources, facilities, or equipment, or otherwise violate the Town or State of Florida's Code of Ethics.

Employees shall complete the required Palm Beach County Ethics Training upon hire and annually thereafter. After completion of the training, employees shall submit the acknowledgement form to the HRD.

### **Section 6: Departmental Policies**

Departmental policies and procedures shall serve as supplements to this HRP, and all written policies and procedures shall be reviewed and approved by the Town Manager and kept on file in the HRD's Office. In the event of conflict, the Town policies and procedures contained herein shall supersede departmental policy and take precedence.



## Chapter 2 – Classification And Pay Plan

### Section 1: Classification - Scope and Purpose

This chapter sets forth the rules and regulations for the establishment, maintenance, and administration of the Town's Uniform Classification System applicable to all personnel in the Town of Loxahatchee Groves.

The Town shall maintain a uniform classification system. This system shall consist of approved position classifications and a listing of position titles, job codes and the pay plan shall be updated from time to time as needed.

The classification system and the provisions outlined in this Manual specifically exclude the Town Mayor, Town Council Members, Town Attorney (if outside services used), and any individual who volunteers their services on behalf of the Town.

### Section 2: Authorization Of Annual Funding Position and Pay Plan

The Town Manager shall be responsible for the overall coordination, review, control, and administration of the Uniform Classification System.

A periodic review shall be performed to ensure that the classification system is current and uniform.

The fiscal year for the Town begins on October 1<sup>st</sup> of each year and ends on September 30<sup>th</sup> of each year. No later than July 1<sup>st</sup> of each year, the Town Manager shall prepare and submit to the Council a budget estimate of the expenses and revenues, including the budgeted full-time positions of all town departments, divisions, and offices for the ensuing fiscal year. The Council shall consider this budget and make such changes as it deems advisable. Then an appropriate ordinance or resolution shall be passed based upon the budget estimate. The budget estimate prepared by the Town Manager shall be open for inspection in the manager's office. After adoption of the budget by the Town Council, the Town Manager may, on a temporary basis, create, transfer, or remove budgeted full-time and/or regular part-time positions at the manager's discretion. The Town Manager may also transfer funds between respective departments, divisions and/or programs within a fund. However, approval of the Town Council is required to change the appropriated funding and/or number of budgeted full-time positions.



## Section 3: Classification Of Positions:

### Regular Full Time Employee

Full-time positions have successfully completed probation, are budgeted, and approved by the Town Council, regularly scheduled for at least thirty-five (35) hours per week and are eligible for all benefits.

### Regular Part-Time Employee

*An employee who regularly works fewer than twenty-nine (29) hours per week on a continuous basis throughout the year. Except as otherwise stated, employees regularly working less than twenty-nine (29) hours per week are not eligible for benefits. Regular part-time employees may meet the qualifications to be enrolled into the Florida Retirement System (FRS).*

### Temporary

An employee who has been hired for a specific time period may work either full or part time. All temporary appointments must be approved by the Town Manager. These positions are not permanent, receive no fringe benefits or paid time off, and the hours worked are based on the area of need. Generally, a temporary employee will be limited to 1040 hours or 6-month limit. Exceptions to this policy can be made at the discretion of the Town Manager and in the best interests of the Town. Temporary employees may meet the qualifications to be enrolled into the Florida Retirement System (FRS).

### Probationary

All employees must successfully complete a probationary period of six (6) months from their date of hire. The Town Manager, in their sole discretion, may extend any probationary period for an additional ninety (90) days. Employees may be terminated from employment with the Town during their probationary period or after at any time, for any reason, or no reason. At the end of the initial probationary period, a determination will be made by the Town Manager whether an employee has successfully completed the probationary period to continue employment.

An employee who has been promoted to a new position or who has been demoted to a lower position shall serve a six (6) month probationary period.

### Volunteer

*The Town officials recognize the importance of having volunteers involved in Town operations and passed Resolution 2023-39 on May 2, 2023, setting standards for volunteers involvement in the organization. Volunteers are integral to our community engagement efforts, and adherence to policies set forth in Resolution 2023-39 will ensure a harmonious and productive environment. All volunteers must operate within guidelines established by their supervising Town employee and approved by the Town Manager. Duties assigned should be carried out promptly and efficiently, reflecting the Town's commitment to*





## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

*excellence. Confidentiality regarding accessed information is paramount, and volunteers must refrain from using non-public information for personal gain. Proper documentation, including sign-in and sign-out procedures, ensures accurate records of service.*

*Volunteers are expected to pass civil and criminal background checks and are ineligible if currently employed by the Town. Additionally, volunteers must agree to abide by the Town's Workers' Compensation Program. These policies collectively uphold the integrity and professionalism of our volunteer programs, fostering a positive impact on our community.*

*While notice of ending assignments is appreciated, it's not required. The Town reserves the right to end volunteer service at any time with or without cause or notice.*

*Resolution 2023-39 provides details regarding the program.*

## Section 4: Appointment And Removal

The Town Manager or designee has the authority to appoint, transfer, discipline, demote, and remove all Town employees. No representations or assurances regarding terms of employment made by any employee, officer, or official, other than those of the Town Manager will be honored or enforced.

Any representation or assurance made by the Town Manager regarding employment, starting date, salary, or termination will be subject to these policies.

All employees are required to sign a receipt acknowledging that s/he has received a copy of this policy manual, agreeing to abide by the terms and conditions of employment. The signed receipt shall be placed in the employee's personnel file.

### Re-Hires

The Town has no obligation to re-hire former employees. Former employees who resigned, retired, or separated from the Town's employment and who are rehired after that resignation, retirement, or separation shall undergo the Town's current background screening and pre-employment process. *Former employees who are re-hired within two (2) years of separation shall be provided with PTO at the same years of service level with the Town as they were accruing on the date of separation.*

Exceptions to this policy can be made at the discretion of the Town Manager and in the best interest of the Town. No exception can be made to background checks or similar requirements. The Town will comply with all FRS re-employment limitations and requirements when re-hiring employees.

## Section 5: Veteran's Preference

In accordance with federal and state law, the Town provides preferences in employment, retention, and promotion, to eligible veterans and certain family members and spouses of veterans.



## Section 6: Scheduling

### Purpose

The Town Manager, in consultation with Department Directors, shall establish the schedule of work, which, as far as possible, shall be uniform within occupational groups, shall be determined in accordance with the needs of the Town, and shall consider the needs of the public served by the Department. Employees' scheduled hours may include lunch and other break periods and are scheduled at the discretion of the Department Director within the guidelines as established by the Town Manager and applicable law.

Department Directors may grant an employee's request to change their shift schedule. A change in schedule will not result in overtime unless it is approved by the Town Manager and/or designee.

At the Town Manager's discretion, Town employees may be allowed to utilize flexible scheduled work hours. This benefit is intended to maximize employee productivity and permits Town flexibility for staffing extended hours and meeting requirements as may be scheduled. Attendance and reporting to work at assigned times are essential elements of the Town's operations.

### Flexible Scheduling (Flex Time)

Flex Time is not appropriate for all employees or positions and is a privilege of Town employment. It allows employees to vary their arrival and/or departure time on a day-by-day basis. Flex Time is not to be used as a schedule change or to replace compensatory time for non-exempt employees. Employees who are approved to take advantage of Flex Time are required to work forty (40) hours in the week Flex Time is approved. Employees using Flex Time must have a satisfactory attendance record and meet all performance expectations. Employees may request Flex Time for the following reasons: (1) to maintain work-life balance when an exempt employee works more than eight (8) hours in one (1) day or to attend to a personal matter that does not require more than two (2) hours to complete. All requests for Flex Time must be approved by the Department Director and the Town Manager.

### Telecommuting

Telecommuting is not suitable for all employees in all positions. Telecommuting may be a viable work arrangement in cases where the position, employee, and management are best suited to such an arrangement. Telecommuting allows eligible employees to perform their work duties from an acceptable home office. Working remotely must be approved by the Town Manager in conjunction with the Department Director. The telecommuting arrangement may be revoked at any time, for any reason, and without prior notice.

Non-exempt employees wishing to telecommute must make the request in writing to their Department Director and complete all required paperwork.



## Section 7: Attendance

---

### Attendance

All employees are expected to report for duty at their scheduled time and remain at work until the end of their scheduled workday. Prior supervisor approval is required for all exceptions. Each Department Director shall be responsible for the punctual attendance of all people in the department. If an employee is unable to work for any reason, s/he must notify their Department Director at least one (1) hour before their shift starts. Insufficient notice shall constitute leave without pay for non-exempt employees or deduction from an employee's leave bank for exempt employees and, in either case, is cause for disciplinary action.

Excessive absenteeism or lateness is sufficient cause for disciplinary action, up to and including termination. Other continuing patterns of absences, early departures, tardiness, regardless of the exact number of days, may warrant disciplinary action.

## Section 8: Job Descriptions

---

Job descriptions shall provide a description of the kind of work, the qualification requirements, and the level of responsibility for each employee position. While the exact duties and responsibilities of the various positions may likely differ, all positions allocated to a specific pay scale shall be reasonably similar in nature (e.g., tasks to be performed, level of complexity, extent of job responsibilities and minimum qualification requirements). Job descriptions shall also specify whether a position is exempt or non-exempt pursuant to federal overtime regulations.

## Section 9: Classification Of New Positions:

---

The Town Manager shall establish a uniform classification system. The Town Manager shall be responsible for approving the classification system and any amendments thereto. The Town Manager may consult with Department Directors with respect to any new or existing position descriptions to ensure the classification system is meeting the needs of the Town and its citizens.

The HRD is responsible for maintaining the classification system and examining departmental requests for reclassification of positions consistent with departmental guidelines and with the Town's policies.

## Section 10: Reclassification Of Positions/Transfers of Employees:

---

An employee may be transferred from one classification to a different classification in the same pay grade with the same, similar, additional, or fewer job duties in the same department or another department to meet the operational needs of the Town at the discretion of the Town Manager.



## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

The HRD shall submit reclassification advisory recommendations to the Town Manager for consideration and approval. Reclassification may result from reorganization, addition, deletion, redistribution and/or alteration of work assignment which may significantly alter the responsibilities and duties of the position to be reclassified.

Employees that are reclassified undergo a new probationary period of six (6) months unless the probationary period for the transfer is waived by the Town Manager at their sole discretion. Within the limits of the budget approved by the Town Council, the Town Manager may reclassify a position to an appropriate classification and paygrade when it is determined that the duties and responsibilities of a position have materially changed or as part of a reorganization.

When an employee's position is reclassified, the employee shall be placed in the new classification, unless the employee does not meet the minimum qualifications of the new classification.

When the employee is placed in a classification with a higher pay grade the employee will receive an increase to the minimum of the new paygrade or five percent (5%), whichever is greater, but not to exceed the maximum of the paygrade. The employee may remain at the current rate of pay unless the employee's current rate of pay is below the minimum for the paygrade, in which case it will be adjusted to the minimum of the new paygrade. If and when the employee is reclassified to a lower pay grade and the employee's current rate of pay is above the maximum of the new paygrade, the Town Manager may authorize an employee to remain at their current rate of pay or shall be reduced to the new paygrade or at least a five percent (5%) decrease, whichever reduction is less.

In certain circumstances, an employee who is reclassified may receive a pay rate higher than the minimum of the paygrade or a five percent increase, if it is approved in writing by the Town Manager. Reclassification to a lower paygrade shall result in reduction of pay to the maximum of the new pay grade or a five percent decrease in the rate of pay, whichever is less.

## Section 11: Pay & Compensation Plan

The pay established for a position for new or re-hired employees will be set by the Town Manager in accordance with a pay plan approved by the Town Manager based on classification, job descriptions and market conditions within the confines of the Town's budget. The Town Council may approve a Cost of Living Adjustment (COLA) in the budget in addition to, or in lieu of, budgeting funds for merit increases. Salary increases are not intended to be automatic. Salary increases are based upon many factors, including job performance, market and economic conditions, and the annual budget. Newly hired probationary employees may be eligible for an increase in base pay upon successful completion of the probationary period if authorized by the Town Manager.

Employees shall become eligible for consideration for a salary increase to their base rate of pay annually during the budget evaluation process at the sole discretion of the Town Manager.



## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

Approved salary increases shall be effective at the beginning of the next pay period following the merit increase effective date. The Town Manager, with Council approval, may implement a merit salary increase at less than one-year intervals, to reward extraordinary performance.

#### Merit Increase

- A. When merit increases are approved as part of the budget, employees meeting specified criteria are eligible.
- B. The merit increase is applied to review-eligible employees who receive an overall score of at least "Meets Expectations", or "Exceeds Expectations" as determined during the review cycle.
- C. Employees over the maximum of the assigned pay grade may receive a lump sum (rather than a pay increase) as calculated on the maximum *of* the pay grade rather than actual salary.
- D. Salaries for employees at or over the maximum of their assigned pay grade will be frozen at their current salary unless/until there is a pay grade adjustment that increases the maximum of their assigned pay grade, or they are promoted to a position in a higher pay grade.
  - If the pay grade is adjusted as part of a classification and compensation study, the salary will no longer be frozen at the previous maximum (unless the incumbent's salary in the new assigned pay grade is still at the maximum of the newly assigned paygrade).
  - There is no retroactive adjustment if the pay grade is adjusted.

#### Employee Performance Appraisal

Appraisal of performance is a continuous process. Each employee's supervisor frequently reviews performance in an informal way. As part of the continuous review process, when an employee's performance or conduct warrants positive or negative feedback, supervisors will do so and report such instances to their Department Director and the Town Manager for any additional necessary action. A formal performance evaluation will occur at least annually.

In the event a performance appraisal/evaluation is performed, a satisfactory or higher performance review does not mean that there will be an automatic increase in pay. Salary increases are at the discretion of the Town, and if paid, will be based on merit, market, and economic conditions, and the annual budget. The Town Council approves the budget and may include funds for merit increases; if funded, the Department Director and Town Manager determine whether each employee's performance supports a merit increase.



## Section 12: Overtime & Related Compensation

### Overtime Pay

Overtime shall be authorized or directed for overtime eligible non-exempt employees only when it is in the best interest of the Town. All overtime shall be authorized by the Town Manager or his or her designee.

Non-exempt employees shall be paid overtime at the rate of one and one-half of their regular rate of pay for all time worked in excess of forty (40) hours actually worked in that work week. Department Directors may grant an employee's request to change their shift schedule. A change in schedule will not result in overtime, unless it is provided for under the Fair Labor Standards Act (FLSA).

### On-Call

Hourly employees who are assigned to be on-call for emergencies and subject to being called out during their off-duty time will be entitled to per diem pay for those days the employee is on call. The amount of per diem pay shall be established and adjusted from time to time at the discretion of the Town Manager. Employees who are on call shall be free to engage in personal pursuits while on call. To be eligible for on-call pay, the employee must:

- A. Be designated on-call by their supervisor.
- B. Be assigned and remain in possession of a communication device (e.g., mobile phone or radio) provided by the Town.
- C. Be able to be in contact either by telephone or in person with the Town Manager within thirty (30) minutes and be at the location designated by their supervisor within sixty (60) minutes thereafter.
- D. Not consume of any alcohol and/or drugs.

Employees who are on call and are called into work shall be paid for their commute time to and from their location to the worksite, in addition to any and all time they are on duty as a result of the call.

On-call assignments will be rotated between all full-time or field operations employees that are qualified for the assignment on a weekly basis. Employees who are notified to be on-call will be paid in accordance with the Town's on-call policy.

An employee who is on-call may request a waiver from the on-call responsibility for specific personal activity, when the specific personal activity will cause them to be unavailable for emergency calls. It is the responsibility of the employee to contact his/her supervisor in sufficient time to allow for other on-call coverage to be arranged.

On-call hours, and/ or significant overtime assignments must be approved by the Town Manager.





## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

#### Call-Back Pay

A call-back occurs when an off-duty employee, who is not on-call, is called back to work due to emergent conditions or other unforeseen circumstances. A call-back does not refer to a situation where there is a declared emergency, as those circumstances are governed by the emergency pay provisions of this manual. Employees who are called back to work are paid for their commute time to and from the location they were called back from, to the worksite and any and all time they are on duty as a result of the call back. Employees who are called back to work should not be impaired by alcohol and/or drugs and at a minimum should not begin their commute back to work until at least four (4) hours of time has passed since they last consumed alcohol or drugs and are legally capable of operating a motor vehicle. The employee shall advise their supervisor as to whether they are impaired at the time they are informed of the call back and when they anticipate being safely capable of responding to a call back. The employee will also inform the supervisor as to their current location and the estimated time it will take for them to return to work. The supervisor will decide as to whether the employee will still be needed if their impairment or travel time prevents the employee from responding timely to the call back. The employee will not be subject to discipline if they advise their supervisor if an impairment or travel time prevents them from timely reporting back to work.

#### Compensatory Time Off Pay

Compensatory time off may be granted by the Town to non-exempt employees in lieu of overtime cash payments as agreed to by the employee and the Town when overtime work becomes necessary. Compensatory time off will be computed in the same manner as overtime. Compensatory time shall be calculated at a rate of not less than one (1) and one-half hours (1 ½) for each overtime hour worked. Such accumulation of compensatory time cannot exceed more than twenty-four (24) hours. A record of earned compensatory time shall be maintained in the Town's payroll system. At the end of each fiscal year, any accrued and unused compensatory time off will be paid out in the next pay period. However, in extenuating circumstances the Department Director may request the Town Manager consider a time-certain extension for use of such leave. Upon separation, the employee will be paid for all unused compensatory time off.

If compensatory time is to be taken, the employee must request such time off at least three (3) workdays in advance, unless a more restrictive policy is imposed by the Town Manager. A Department Director may grant an employee's request for compensatory time off with less notice at their discretion and with the approval of the Town Manager. The Town will honor such a request unless to do so would be unduly disruptive to the Town's operations. Compensatory time off shall be taken in one (1) hour increments and as provided by the Fair Labor Standards Act.

#### Discretionary Time-Off Pay

Exempt employees do not receive overtime pay or compensatory time for any hours worked in excess of forty (40) hours in a work week because they are compensated on a salary basis which is designed to compensate them for all hours worked, including working more than forty (40) hours in any given workweek. However, the Town Manager may grant discretionary time off, up to forty (40) hours in a fiscal year. This is not intended to be balanced hour for hour with extra time worked.



## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

Additionally, the Town Manager may authorize discretionary time off up to eight (8) hours in a fiscal year for non-exempt employees in limited circumstances.

Discretionary Time Off is tracked in the Town's payroll system but no payment will be made for any unused discretionary time at the time of separation.

## Section 13: Emergency Declaration and Pay

### Emergency Declaration

The Town Manager may declare a state of emergency for all Town personnel at any time.

Some of the most important functions of the Town occur during emergencies or severe weather conditions. Employees may be called in to operate pump stations, maintain canal and drainage systems, and clear debris caused by such weather.

All employees shall be available to work and/or assist in emergency situations. Managers and supervisors should make a reasonable effort to provide employees with as much notice as possible to prepare for duty or schedule changes due to an emergency and bad weather conditions. Employees are responsible for providing the HRD and their supervisors with current address and telephone numbers, including any alternate phone numbers where they can be contacted should an emergency or bad weather condition arise.

### Declared Emergency Pay

The purpose of this policy is to establish Emergency Pay guidelines for Town employees.

In the event of a local declared emergency, such as severe weather, the Town Manager will make every effort to notify all staff regarding the Town's decision to close offices or to remain open.

The Town Manager will make the determination as to which employees are required to report to work during the Declaration of Emergency. In the event that Town offices are closed, all employees who are not required to report to work shall be paid their normal rates of pay/salary for the day. Only personnel designated for emergency status or receiving a specific request from their supervisors shall report for work.

Unless specifically authorized by the Town Council, this policy shall not apply to public health emergencies. The Town Manager will have the authority to declare a state of emergency for the Town for the purposes of pay and benefits under this policy and the Emergency Management Director (EMD) will determine who will work during periods of declared emergency.

The Town Manager or his or her designee will act as the EMD. Employees are required to report and/or remain at work when directed by the EMD (or designee) during a declared state of emergency.





## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

#### A. Authority

The Town Manager shall have the authority to declare a state of emergency at any time for the Town for the purposes of pay and benefits under this policy. Once an emergency has been declared, the Emergency Operations Center (EOC) will be activated.

#### B. Federal Emergency Management Agency (FEMA) Requirements

For purposes of reporting and/or possible restitution by FEMA, all hours compensated during a declared emergency will be tracked both electronically and on designated timesheets as directed by the EMD or designee. Other requirements may apply, as determined by the EMD.

#### C. Reporting

Based on the type of activation, the Town may need staff before, during, and after the actual emergency event. Typically, those who are required to report during the actual event are notified prior to its start. All employees must report back to work as instructed by their supervisors and/or via the designated system. If an employee does not report as expected, the employee may be subject to disciplinary action, up to and including termination of employment.

#### D. Emergency Pay for Non-Exempt Staff

Non-exempt employees who are required to work during a declared emergency and are scheduled to work during a declared emergency at the direction of the EMD, shall be compensated with regular pay for their regularly scheduled hours. In addition, for the time worked during the declared emergency time frame, non-exempt employees shall receive time and one-half (1 ½) their regular rate of pay for actual time worked. There will be no duplication or pyramiding of overtime or premium pay for the same hours worked, including, but not limited to on-call pay and call-back pay.

Full-time non-exempt employees who are regularly scheduled to work but are not required to work during the declared emergency, may be released from duty and will be paid regular pay for the declared emergency time frame. If an employee has a normal scheduled day off during the emergency declared time frame, and the employee is not required to report to work, s/he will not be paid for those hours. Employees with previously scheduled and approved leave who are not required to work will be paid according to the applicable leave time policy. Emergency hours paid for time not worked will not count toward overtime calculations.

Part-time employees who are not called in to work will not be paid.

#### E. Emergency Pay for Exempt Staff

Exempt employees who are required to work during the declared emergency shall be compensated an additional one-half of their calculated straight time "hourly rate" for each hour of time actually worked. The straight time hourly rate for exempt employees is defined as the annual salary divided by 2080, even though such salary is designed to cover all hours worked, including hours worked over forty (40). The Town



## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

Manager or designee will determine the emergency preparation and post-emergency recovery periods for purposes of this policy.

Exempt employees who are scheduled to work but are not required to work during the declared emergency may be released from duty and shall be paid regular pay for the declared emergency time frame for the remainder of the work week in which the emergency was declared. Thereafter, exempt employees may be paid up to a maximum of forty (40) hours during the following workweek if the emergency continues.

Exempt employees who have a normal scheduled day off during the emergency declared time frame will not be paid additional hours for their normal day off. Employees with previously scheduled and approved leave who are not required to work shall be paid according to the applicable leave time policy.

Exempt employees who work or participate in emergency related activities remotely during a declared emergency will not be additionally compensated with emergency pay.

#### **F. Emergency Pay for Temporary Employees**

Temporary employees will only be paid for hours worked. Hours paid but not worked (including holidays occurring during a declared emergency) will not be included in calculations for purposes of overtime.

#### **G. Emergency Paid Time Off (PTO)**

During Hurricane Season (June 1 – November 30), all “Paid Time Off” (PTO) time may be cancelled upon declaration of a state of emergency. If a PTO request was submitted and approved prior to the state of emergency, it may be re-evaluated by the Town Manager or designee pending or during a state of emergency. It is the responsibility of the employee requesting PTO to obtain written approval from the Town Manager or designee prior to utilizing PTO during an emergency event. If the employee is already using PTO when the emergency is declared, the employee must make every effort to check in with his or her supervisor for further instructions and may be required to report back to work. The Town will make every effort not to call back employees while on PTO during a state of emergency but should there be a need to call back an employee, the employee will be responsible to pay the costs associated with returning to work, and those costs are not reimbursable by the Town. PTO may be cancelled at the Town Manager’s (or designee’s) sole discretion. The EMD must approve all regular and overtime hours once the state of emergency has been declared.

#### **H. Holidays**

If the declared emergency occurs on a Town-observed holiday and the employee is required to work, the employee will receive emergency pay as indicated in Section D or E as applicable, and in lieu of the holiday, the employee shall receive one (1) PTO day per Town-observed holiday worked.

#### **I. Payroll Adjustments**



## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

During a state of emergency, all employees are required to complete the FEMA log and payroll adjustments will be made based on the completed log. If no log has been received, the Town may estimate employee's hours for payroll based on an employee's fixed or regular schedule of hours. Employees may be asked to verify their actual hours worked. Any adjustments in pay, if required, may be made in a subsequent pay period.

## Section 14: Safe Harbor

The Town of Loxahatchee Groves accurately compensates employees in compliance with all applicable state and federal laws and IRS rules. A "Safe Harbor" policy is put in place to ensure that employees are paid properly for all time worked and no improper deductions are made; it also requires employees to correctly record all time worked and review their paychecks upon receipt. Employees must report any errors regarding pay (including but not limited to overtime, hours worked, deductions, PTO, or holiday pay, etc.), so that they are corrected. Employees who are exempt from overtime compensation receive a predetermined salary intended to compensate for all hours worked and generally may not have their pay reduced for variations in the quantity or quality of work performed. This salary is established at the time of hire, and subject to change at any time during the term of employment.

## Section 15: Benefits

Full-time employees will be eligible for certain benefits that the Town may offer, such as health and dental insurance, retirement benefits (FRS), short-term disability, long-term disability, life insurance, and PTO. Participation in such benefits plans is subject to applicable plan rules and requirements. Additionally, the Town reserves the right to amend or eliminate benefits in its discretion and judgment based on operating and financial needs, subject to any restrictions imposed by law or contract.

Please see the HRD for additional information regarding benefits currently available to full-time employees.

To allow the Town to calculate the appropriate insurance premiums and to provide COBRA notices, all employees shall promptly notify the HRD and Town Manager of any changes to marital status, dependents, or employment status.

## Section 16: Employee Assistance Program

Many of us are facing daily challenges that can be stressful, overwhelming, and emotional to ourselves and those around us. Understanding your mental health is important and influences your well-being. Normalizing your feelings of distress, despair and trauma can help you cope. Reaching out for support is an important step in healing. Reach out to a trusted source such as family and friends, your doctor, therapist, or clergy. Your Employee Assistance Program (EAP) is available along with the resources listed below.

### RESOURCES:



**HUMAN RESOURCES POLICY MANUAL**

National Crisis Text line(s):	988 or 741741
National Suicide Prevention Hotline:	988
Mental Health Screening Tools	<a href="https://mhanational.org/self-help-tools">https://mhanational.org/self-help-tools</a>
Narcotic Anonymous Helpline	561-848-6262
Drug Abuse Foundation of Palm Beach County	561-278-0000
Palm Beach Al-Anon/Al-a-Teen Information Service	561-888-9732
Comprehensive Alcoholism Rehabilitation Program	561-844-6400
National Alliance on Mental Illness	800-950-6264
Substance Abuse and Mental Health Services	800-622-4357
National Domestic Violence Hotline	800-799-7233
Victim Connect Resource Center	855-484-2846
American Psychological Association (APA)	<a href="https://apa.org/topics/crisis-hotlines">https://apa.org/topics/crisis-hotlines</a>
American Foundation for Suicide Prevention	<a href="https://afsp.org/get-help">https://afsp.org/get-help</a>



## Healthy Ways to Cope with Stress

**CONNECT WITH YOUR COMMUNITY**, with others, talk to people you trust about your concerns and how you are feeling.

**TAKE BREAKS** from watching, reading, or listening to social media and the news

**TAKE CARE OF YOUR BODY**: eat healthy, exercise, get plenty of sleep and avoid excessive alcohol and substance use

**MAKE TIME TO UNWIND** and participate in activities that you enjoy with the people you love.

The Town does not promote or recommend any specific program or organization for treatment. Other options for treatment can be located online or through various social service organizations.

The Town is aware that personal or health problems may occasionally interfere with an employee's ability to perform on the job. The Town's Employee Assistance Program ("EAP") offers regular full-time employees the opportunity to attend a period of confidential counseling sessions for services such as stress management, chemical dependency, and family/marital and legal services. Detailed information on this program is available in the Human Resources Department.

Employees may utilize EAP on their own or may be referred through disciplinary or corrective measures. If it is determined that an employee has violated Town policies, suffered from diminishing performance or is otherwise in need of assistance, the employee may be involuntarily referred to EAP for counseling. Failure to attend mandatory EAP sessions is grounds for disciplinary action up to and including termination.

## Section 17: Health Insurance Coverage After Separation

Health insurance terminates on the last day of the month in which the employee separates employment. Information for continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the final month of employment.



## Chapter 3 – Holidays And Leaves

### Section 1: Holiday Paid Leave

#### Purpose And Intent

Employees will celebrate thirteen (13) holidays ~~per calendar year~~, eleven (11) of which are shown on the schedule below, and two (2) of which are personal holidays intended to be used for any purpose. Personal holidays must be taken as a full day with pay that cannot be carried into the following ~~calendar~~ **fiscal** year, compensated as holiday pay, or paid out upon separation.

#### **The Following Eleven (11) Holidays are Observed by all Employees:**

1. New Year's Day	January 1
2. Martin Luther King, Jr. Day	(3 <sup>rd</sup> ) Monday in January
3. Presidents Day	(3 <sup>rd</sup> ) Monday in February
4. Memorial Day	Last Monday in May
5. Independence Day	July 4
6. Labor Day	(1 <sup>st</sup> ) Monday in September
7. Veteran's Day	November 11
8. Thanksgiving Day	(4 <sup>th</sup> ) Thursday in November
9. Day after Thanksgiving	(4 <sup>th</sup> ) Friday in November
10. Christmas Eve	December 24
11. Christmas Day	December 25
12. Personal Holiday	Open Date
13. Personal Holiday	Open Date

When an eligible holiday falls on a Saturday, the preceding Friday, shall be observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be observed as the official holiday.



## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

#### Eligibility For Holiday Pay

All regular full time employees shall receive one (1) day off with pay for each of the eligible holidays. A holiday is available when an employee is on active pay status or approved paid leave on the regularly scheduled working day immediately prior to a holiday and the regularly scheduled working day immediately following a holiday.

Part-time and temporary employees are not paid for holidays.

#### Holiday On Scheduled Workday

Non-exempt employees who are regularly scheduled to work on the observed holiday and actually work on the holiday in order to maintain essential services to the public shall be paid at the rate of one and one-half of their regular rate of pay for all hours worked on the holiday ~~in addition to the regular pay granted for the holiday~~, or shall be given compensatory time *equal to one day* off which must be used in the same pay period it is earned, at the discretion of the Town Manager and/or their designee.

Non-exempt employees who are on call during a holiday will be called in to work on the holiday before other employees are called in to work. On call employees who are called in to work shall be paid at the rate of one and one-half (1 ½) of their regular rate of pay for all hours worked on the holiday. On call employees who are not called in to work on the holiday will not receive holiday pay of one and one-half of their regular rate of pay.

#### Holiday On a Leave Day

For employees who do not work a Monday-Friday schedule, and the holiday falls on an employee's normal day off, s/he will be paid a commensurate amount of holiday pay in lieu of taking time off. When a holiday falls on any employee's regularly scheduled workday and the employee is on leave, that day shall not be charged as a leave day but treated as paid holiday. When a holiday falls within an unpaid leave of absence period, the employee shall not be paid for the holiday.

If the declared emergency occurs on a Town-observed holiday and the employee is required to work, the employee will receive emergency pay as indicated or as applicable, and in lieu of the holiday, the employee shall receive one (1) PTO day per Town-observed holiday worked.

## Section 2: Bereavement/Funeral Leave

*Regular full-time employees may be granted up to five (5) working days off with pay, upon signed request, and by approval of the ~~Department Director~~ **Town Manager**. Such time may be taken intermittently within sixty (60) days of death of an **immediate** family member. If additional days off are necessary, or if the employee wishes to attend the funeral of someone outside his/her **immediate** family, PTO may be requested. For purposes of this section, the employee's **immediate** family shall include the following for either the employee or their spouse/registered domestic partner: parent, sister, brother, children., ~~nieces, nephews,~~*





## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

~~stepparent, stepchildren, stepbrother, stepsister, half brother, half sister, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, aunts, uncles, grandchildren, and grandparents.~~

This policy shall apply for each death of a family member. The employee shall be required to provide the HRD with evidence of death of the family member before compensation is approved.

## Section 3: Conference/Training Leave

When deemed in the best interest of the Town, an employee may be granted leave with pay to attend professional and technical institutes, conferences, or other such meetings which may contribute to the effectiveness of the employee's representation of and service to the Town. Payment of such leave and travel expenses shall be recommended by the Department Director, subject to the approval of the Town Manager.

Records of satisfactory training completion shall be placed in the employee's personnel file.

## Section 4: Military Leave

The Town will comply with the requirements of and grant leave in accordance with all applicable federal, state, and local law.

### Training

All commissioned reserve officers or reserve enlisted personnel in the United States military or Naval service, or members of the National Guard shall receive a leave of absence without loss of vacation leave, pay, time or efficiency rating, on all days during which they are engaged in training ordered under the provisions of the United States military or Naval training regulations when assigned to active or inactive duty. In any one annual period, leaves of absence shall not exceed (240) working hours provided that leaves of absence for additional or longer periods of time for assignment to duty functions of a military character shall be granted without pay and without loss of time or efficiency rating.

### Active-Duty Assignments

All Officers or Enlisted personnel in the National Guard or a Reserve component of the Armed Forces of the United States who are granted leave to perform active military service will receive their full pay for the first thirty (30) days of any such leave.

All members of the Florida National Guard who are granted leave to engage in active State duty for a named event, declared disaster, or operation pursuant to Florida Statute §§ 250.28 or 252.36, shall receive their full pay for the first thirty (30) days. The leave of absence with full pay shall not exceed thirty (30) days for each emergency or disaster. Additionally, under Florida law, National Guard Members called to active State duty may not be terminated from employment for a period of one (1) year after the date the employee returns to work, except for cause.





## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

Employees and their dependents will continue to be eligible to participate in the Town's health and dental insurance in accordance with the requirements of Uniformed Services Employment and Reemployment Rights Act (USERRA).

#### Notice of Leave

Employees seeking to invoke military leave shall provide advance notice to the Town unless such notice is precluded by military necessity or otherwise impossible or unreasonable as interpreted under applicable law.

#### Documentation of Leave

Employees on military leave for periods of more than thirty (30) days shall provide the Town with such documentation that can be used to establish the employee's basic eligibility for protection under USERRA. If the employee is unable to provide satisfactory documentation of military service in excess of thirty (30) days, the Town reserves the right to contact the military unit with assistance from the employee to obtain such documentation.

#### Reinstatement of Leave

Employees on military leave will be reinstated with the Town in accordance with applicable State law and USERRA. Employees who take a military leave of absence are entitled to any seniority-based rights and benefits that they would have attained had the employee remained continuously employed. The period of military leave is not considered a break in employment unless the employee indicates that he or she will not return from military leave.

Upon the return of any employee from military leave, as described above, the temporary services of any employee filling his or her position shall be terminated or any such temporary employee moved elsewhere in the Town's service, at the Town's sole discretion. If an employee called to active duty is a probationary employee, the remaining number of days left on the probationary status will be added following the employee's return to work.

#### Failure to Return After Military Leave

Should the employee not return to employment with the Town following said military leave, any PTO accrued while on military leave will be subtracted before any allowable payment of any benefits is made in accordance with other provisions of these policies regarding payment of leave balances upon separation from employment.

### Section 5: Leave Without Pay

Regular full-time employees may request an unpaid leave of absence for reasons of illness, injury, disability, family care, or valid personal reasons, not to exceed three (3) months. All requests for leave must be made in writing and approved by the Department Director and the Town Manager.



## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

The decision to grant leave without pay is a matter of administrative discretion. Except as specifically provided herein, it shall be the responsibility of each Department Director to weigh each case on its own merits and make appropriate recommendations to the Town Manager for final approval. Any appointment made to a position vacated by an employee on leave without pay shall be conditional upon the return of the employee from leave.

**The following provisions apply to leave without pay status:**

1. An employee granted a leave of absence must keep the department informed at least every thirty (30) days of their current status. In addition, the employee must always keep the department informed of his/her current address. Failure to comply with these requirements shall result in the employee being dropped from leave of absence status, in which case s/he must return to duty or be discharged.
2. An employee on a leave of absence may not hold any other employment not previously disclosed to the Town. A violation of this requirement may result in disciplinary action, up to and including dismissal from employment.
3. Any employee granted a leave of absence shall contact the Department Director at least two (2) weeks prior to the expiration of the leave in order to facilitate the reinstatement process.
4. Failure to return to work at the expiration of the leave may be considered as a voluntary resignation.
5. No PTO shall be earned by an employee for the time that the employee is on leave without pay. All PTO and Serious Illness Leave, if applicable, must be used before unpaid leave.

**Benefits During Unpaid Leave Period:**

Insurance coverage under the Town's group benefit plans will be available to an employee during a leave period on the following basis:

1. During the leave of absence without pay for more than one (1) month, the employee and dependents may remain enrolled in the Town's medical insurance plans with the employee being responsible for paying the entire cost of coverage beginning in the month in which the leave commences.
2. At the end of a leave of absence without pay, an employee may be returned to their former position or to one of comparable pay and status within the Town if such a position is available. However, re-employment will not be offered to an employee who does not meet the minimum qualifications with or without reasonable accommodation.

## Section 6: Workers' Compensation Leave

Notwithstanding any provision of this policy, the Town and the employee/claimant shall retain all statutory rights under Florida's Workers' Compensation Statute.



## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

#### **Safe Work Habits**

Each Town employee is required, as a condition of employment, to develop and exercise safe work habits in the course of their employment, to prevent injuries to themselves, their fellow employees, and to conserve Town property and equipment.

#### **Reporting**

Employees who are injured while performing their duties for the Town shall make an immediate report of the injury to their immediate supervisor. Every injury, including those not requiring medical attention, shall be reported in writing to the Department Director and the HRD by the injured employee's supervisor within twenty-four (24) hours of the injury. Department Directors shall be responsible for notifying the HRD of all injuries reported by employees under their supervision and shall ensure that proper written reports are prepared and forwarded to appropriate officials, including the first report of injury.

#### **Immediate Medical Attention/Care**

If an employee is injured to such an extent that the employee requires immediate medical care, employees, supervisors, co-workers, or other witnesses to the accident should call 911 immediately for emergency assistance. If the need is not immediate, the employee should consult the HRD for additional information regarding the procedure for obtaining medical treatment.

#### **Worker's Compensation Procedure**

An employee who sustains a compensable workplace injury may be eligible to receive certain benefits depending on the nature of the injury. Such benefits may include full wages for the first forty (40) hours following injury, replacement of a percentage of weekly wages, permanent impairment benefits, medical treatment and medication, and reemployment services. In certain circumstances, employees may also be released and eligible for "light duty" work. Additional information and guidance regarding the procedure associated with workers' compensation should be obtained from the HRD.

#### **Retaliation Prohibited**

The Town will not terminate, discipline, or take any other adverse personnel action against any employee for filing a claim for workers' compensation benefits in good faith.

#### **Temporary Light Duty (On Duty & Off Duty)**

If an employee suffers a work-related injury or illness and becomes physically able to perform some useful alternate or transitional duty work, the Town will consider temporary alternate or transitional duty work for the employee, if there is such work available and if such work is consistent with the employee's medical limitations. The Town is not required to create or provide alternate or transitional duty work. The availability and duration of alternate or transitional duty work is up to the sole and exclusive discretion of the Town Manager.



## Section 7: Jury Duty Leave

*The Town will provide paid leave to an employee reporting to jury selection. If an employee is chosen to serve on a jury the Town will provide up to ~~thirty (30)~~ five (5) days of paid time for civic service. Upon receipt of the notice to serve jury duty, the employee should immediately notify their supervisor. The employee should provide their supervisor with a copy of the notice which will be attached to the employee's timesheet. Upon the employee's return to work, they should provide the supervisor with appropriate documentation from the court indicating the number of days served.*

Jurors who are regularly employed and who continue to receive regular wages while serving as jurors are not entitled to receive compensation from the state for jury duty service. If an employee is released from jury duty more than three (3) hours before the end of their scheduled work shift, the employee must report to work that day.

## Section 8: Official Court Appearances Leave

### Job Related

Employees required to appear in court for job-related purposes shall be considered on duty with the Town and shall receive compensation in salary/pay and benefits equal to that associated with the employee's regular duty, as long as they remit the entire amounts paid to them by the Court, if any, in connection with such Court appearance to the Town. Transportation expenses will be reimbursable in accordance with the Town's policies. Any monies received for Court appearances or subpoena fees must be forwarded to the Town's Finance Department for payment into the general fund of the Town. Under no circumstances may an employee keep subpoena or Court appearance fees, while receiving compensation from the Town.

### Non-Related Job

Employees subpoenaed to Court for any reason unrelated to their employment with the Town, for example, divorce proceedings, custody suits, inheritance suits, bankruptcy, traffic violations, etc., or for criminal actions, must use PTO or other accrued leave. If the employee does not have any PTO or other accrued leave, such leaves of absence shall be without pay, if approved by the Town Manager, for an employee who is a party or witness in a civil or criminal action not associated with the Town's business or affairs.



## Chapter 4 – Paid Time Off (PTO)

### Section 1: Purpose

Paid Time Off is defined as the entitlement to pay for time away from work based on the eligibility and accrual schedule herein. PTO may be used, for example, for vacation, personal time, appointments, illness, or to care for dependents. PTO must be scheduled in advance and approved by your supervisor. Employees are expected to manage their PTO balance to ensure it is available to them for sudden illness or other unexpected matters.

### Section 2: Eligibility And Rate of Accrual

PTO begins to accrue upon hire. Each full-time employee, regardless of date of hire, shall earn PTO with pay computed from the date of hire on the following basis. Part-time and temporary employees are not eligible for PTO. PTO is accrued bi-weekly beginning on the date of hire.

Years of Continuous Service with the Town	Hours Accrued Per Fiscal Year
0 – 2	120
3 – 6	144
7 – 9	160
10+	180

#### Use

After completing the first six (6) months of service, new employees are eligible to use PTO. The Town Manager may grant exceptions to the use of PTO within the first six (6) months of service for extenuating circumstances of the employee.

Employees may retain no more than eighty (80) hours of PTO from one fiscal year to the next. **Employees may only retain hours if they have used at least 40 hours of PTO during the fiscal year.** Effective October 1 of each year, all hours over eighty (80) shall be placed in a Serious Illness Leave bank, selected for buy back, or forfeited. Employees are not eligible for use or payment of forfeited hours.



## Section 3: Request For Leave

Requests to use PTO shall be made in advance, in accordance with department rules, and in writing, whenever possible, and must be approved by the Department Director. The Town may require a doctor's certificate after any unscheduled absence of more than two (2) days. Any PTO in excess of five (5) consecutive days must be approved by the Town Manager.

### Charging Leave:

PTO shall be charged in one (1) hour minimum increments. Holidays which occur during the period selected by the employee for PTO shall not be charged against PTO.

For purposes of determining overtime payments, authorized PTO hours shall not be counted as time worked. It should be noted that as a local government, the Town shall reduce an exempt employee's pay for absences for personal reasons or because of illness or injury for less than one (1) workday when accrued leave is not used by the employee because: (1) permission for its use has not been sought or has been sought and denied or (2) accrued leave had been exhausted.

## Section 4: Paid Time Off (PTO) Buy Back:

Eligible full-time employees who have successfully completed their probationary period as of September 30th and who have taken at least forty (40) hours of PTO during the fiscal year (unless otherwise approved by the Town Manager), and who have accrued a minimum of eighty (80) carry over PTO hours, may buy back any hours above the eighty (80) hours carry over up to a maximum of forty (40) PTO hours. PTO buy back is subject to budget approval.

Buyback requests must be made on or before October 31<sup>st</sup> of each year and shall be paid at the employee's rate of pay as of September 30<sup>th</sup>. Payment shall be made no later than November 30<sup>th</sup>.

## Section 5: Payout At Separation of Employment:

Employees voluntarily separating from Town employment *with at least (5) years of continuous service with the Town* who provide at least a two-week (2) notice of resignation shall receive a payout any PTO accrued and unused as of the date of separation at their current rate of pay with a maximum potential payout of 80 hours.

Employees whose last day of employment occurs on October 1<sup>st</sup>, shall receive pay out of PTO hours that are carried over to October 1<sup>st</sup>.

Employees who are terminated from employment by the Town for disciplinary, performance, conduct or other reasons, shall forfeit and not be eligible for payment of accrued and unused PTO hours.



## **Section 6: No Accrual of PTO During Certain Absences:**

Employees shall not accrue PTO during unpaid leaves of absence or other periods of inactive service, unless PTO accrual is required by applicable federal, state, or local law.

DRAFT





## Chapter 5 – Serious Illness Leave Bank

### Section 1: Purpose

This policy applies to full-time employees who have been employed with the Town for at least one (1) continuous year.

### Section 2: Bank

Each full-time employee who has been employed with the Town for at least one (1) continuous year and has used a minimum of forty (40) PTO hours in the preceding fiscal year is able to create an individual Serious Illness Leave Bank (SIL) for personal use. Each October 1 employees will have the opportunity to transfer PTO hours accrued and in excess of the eighty (80) hours carry over maximum into their Serious Illness Leave Bank. Each employee is required to have at least eighty (80) carryover PTO hours to be eligible to transfer PTO hours in excess of the eighty (80) hours carry over maximum into their Serious Illness Leave Bank.

An employee shall not accrue more than twelve (12) weeks or 480 hours of Serious Illness Leave in their bank.

*Employees may submit a request, on a voluntary basis, to the HRD to donate sick leave to a Voluntary Sick Leave Bank if desired. Employees who have an excess of PTO hours at end of fiscal year may donate up to eight (8) hours of earned PTO time per fiscal year to the Voluntary Sick Leave Bank.*

*Regular Full-Time staff members who are granted an approved medical leave and have fewer than 10 sick days available at the start of the leave will automatically receive time from the Voluntary Sick Leave Bank (provided hours are available) to bring their sick balance to 10 days (or up to the length of their leave, whichever is smaller). Staff members may take no more than 20 days of donated sick time during their career.*

*Donated sick time will be distributed on a first-come, first-served basis.*

*Donated sick leave will not be approved if an employee refuses available alternate duty when cleared by his/her physician or for an employee who is working.*





## Section 3: Eligibility For Use

*Eligible employees are entitled to use Serious Illness Leave for their serious health condition or for the serious health condition of an immediate family member (parent, spouse, registered domestic partner, **sister, brother, children**), ~~son, or daughter~~).*

For purposes of this policy, the following circumstances are considered serious health conditions and will be deemed a covered event / incident for eligible leave:

The birth of a child and to bond with the newborn child within one (1) year of birth.

The placement with the employee of a child for adoption or foster care and to bond with the newly placed child within one year of placement.

A serious health condition that makes the employee unable to perform the functions of their job.

To care for the employee's spouse, registered domestic partner, son, daughter, parent, sister, brother, nieces, nephews, stepparent, stepchildren, stepbrother, stepsister, half- brother, half-sister, daughter-in-law, mother-in-law, father in-law, brother-in-law, sister-in-law, son-in-law, aunts, uncles, grandchildren, and grandparents who has a serious health condition.

The use of leave under this policy requires certification of a serious health condition by the employee's or their immediate family member's physician. No medical certification is required for the use of leave under this policy for bonding with a newborn or newly adopted child within one year of placement.

## Section 4: Charging Leave

Serious Illness leave shall be charged in a minimum of four (4) hour increments. Employees needing intermittent leave for foreseeable medical treatments must work with their Department Director to schedule the leave so as not to disrupt Town operations. Holidays occurring during Serious Illness leave shall not be chargeable to the leave.

## Section 5: Request For Leave

Employees must notify their Department Director and the Town Manager in writing of the anticipated need for leave as soon as they become aware of the need for such leave. All requests must be approved by the Town Manager, and the decision shall be communicated in writing to the employee.



## Section 6: Notice Of Return from Leave

---

*The employee shall notify their Department Director and the Town Manager in writing if s/he will not be returning from leave as planned. Failure to report back to work at the end of the scheduled leave ~~may be~~ will be considered a voluntary resignation by the employee.*

## Section 7: Medical Certification

---

In the case of leave for the employee's serious health condition or the serious health condition of an immediate family member, the Town will request and require a medical certification. Any information provided to the Town to establish eligibility for use of leave will be treated as confidential medical information and maintained as such by the Town. The medical certification form must be completed in its entirety and shall state:

- Health care provider contact information.
- The date on which the qualifying serious health condition began.
- The probable duration of the serious health condition.
- The appropriate medical or other facts of the serious health condition.
- Information sufficient to establish the employee cannot perform the essential functions of the job, any other work restrictions, and the duration of the inability; and
- Any additional information requested on the certification form.

## Section 8: Payout At Separation

---

At separation, *Town employees with at least (5) years of continuous service with the Town and who provide at least a two-week (2) notice of resignation* employees shall be paid one half of the Serious Illness Leave bank balance at the employees' current pay rate with a maximum potential of 240 hours.



## Chapter 6 – Employee Ethics and Conduct Procedures

### Section 1: Policy On Ethics

To avoid misunderstandings and conflicts of interest which could arise, all employees are bound by the standards set forth in Florida Statutes Chapter 112, Code of Ethics for Public Officers, and Employees.

### Section 2: General Prohibitions

Employees are expected to be aware that they are public employees and to conduct themselves in a manner which shall in no way discredit the Town, public officials, fellow employees, or themselves. No employee shall, directly or indirectly, give, pay, offer, solicit, or accept any money, service or other valuable consideration for any appointment, proposed appointment, proposed promotion to, or any advantage in, a position in the Town.

No employee shall interfere with an applicant's hiring process or furnish to any person any special or confidential information to assist such person in gaining employment or promotion with the Town.

No employee whose duties involve the use of a badge, card, or clothing insignia as evidence of authority or for identification shall permit such badges, cards, or insignia to be used or worn by anyone who is not authorized to use or wear them nor permit them to be out of his/her possession without good cause or approval of the Department Director. Such badges, cards, and insignia shall be used only in the performance of the official duties of the positions to which they are related.

### Section 3: Employment Of Family Members

*It is the Town's policy to not employ ~~the spouse, the immediate family member,~~ domestic partner, or romantic partner of a Town employee. Family members of a Town employee may not regularly work in a position where a direct or indirect reporting relationship exists, which could cause a conflict of interest.*

~~**Family members are defined as:** domestic partner or other household member, parent, sister, brother, spouse, children, nieces, nephews, step-parent, stepchildren, stepbrother, stepsister, half brother, half sister, daughter in law, mother in law, father in law, brother in law, sister in law, son in law, aunts, uncles, first cousins, grandchildren, and grandparents of the employee or spouse.~~



## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

No employee may participate in, either directly or indirectly, employment decisions that may involve a direct benefit (such as work assignments, performance reviews, job classifications, hiring, or discipline) to a domestic partner or a romantic partner or family member as defined above.

## Section 4: Outside Employment

Employees are not prohibited from engaging in other employment during their off-duty hours. However, Town employment shall be considered the primary employment, and no employee may engage in outside employment which would interfere with the interests of the Town.

Any employee who obtains full-time or part-time employment elsewhere while on authorized leave of absence without pay is subject to termination of their position with the Town unless the employee obtained prior approval from the Town Manager.

## Section 5: Solicitation And Distribution

Employee contributions to recognized charitable organizations are purely voluntary. No coercion of an employee to make contributions shall be permitted.

Employees of the Town are prohibited from engaging in selling merchandise or soliciting while the employee is on working time or the employee to be solicited is on working time. Work time does not include authorized break periods, or before or after work.

E-mail, voice mail, and any other Town provided communication method may not be used to advertise or solicit employees for non-work related or non-official Town events.

## Section 6: Dress And Appearance

Town employees are expected to maintain high personal standards. One of the most noticeable expressions of these personal standards is dress and appearance. While no attempt is made to set specific standards related to dress, uniformed personnel shall wear uniforms in the manner they are intended, in good repair, and maintain a neat appearance. Office personnel shall dress in appropriate, professional attire that is not too tight, too loose, sloppy, or too short and present themselves in a professional manner when on the job. Specific departmental policies related to dress and appearance must be approved by the Town Manager.



## Chapter 7 – Discipline and Separations

### Section 1: Disciplinary Action

It shall be the duty of all Town employees to maintain high standards of competence, conduct, cooperation, efficiency, and economy in their work. Department Directors shall organize and direct the work in their direction in a manner calculated to achieve these objectives.

When employee performance, conduct, or behavior issues occur, it is the responsibility of all Department Directors to administer disciplinary action in a fair and consistent manner. In appropriate circumstances, an employee may be placed on administrative leave with pay while a review of the facts is conducted. Disciplinary actions involving suspension, demotion, or termination require the approval of the Town Manager.

*Examples of misconduct include but are not limited to those shown below:*

1. *Revealing privileged or confidential information to unauthorized persons.*
2. *Use, possession, sale or disbursement of alcohol or ~~any non-prescription~~ controlled substances during the workday.*
3. *Failure to meet the responsibility to protect and safeguard Town property and the person and property of residents and other employees. No employee shall be in unauthorized possession of any property of the Town, its employees or the public, regardless of value, or attempt to remove or remove such property from the premises.*
4. *Unauthorized possession, use or threatened use of weapons or firearms on Town property or at any other place while on duty.*
5. *Failure to comply with all Safety and Workers' Compensation rules, regulations and procedures, disregarding or violating safety rules such as speeding, unsafe operation of a vehicle, involvement in an accident while operating a Town vehicle or equipment, and operating a Town vehicle without a proper license. Any injury, illness or accident must be reported in accordance with the procedures specified by the district.*
6. *Incompetency; wanting adequate strength, capacity, or physical and/or mental qualifications.*
7. *Inefficiency.*
8. *Neglect of duty.*
9. *Absence from duty without leave for two (2) consecutive working days.*
10. *Excessive absenteeism or tardiness.*
11. *Sleeping while on duty.*
12. *Commission of an act which would bring discredit on the Town.*
13. *Violation of any law, rule or regulation pertaining to or affecting employment in the Town*
14. *Offensive, indecent, or abusive conduct.*
15. *Insubordination.*
16. *Theft, willful neglect, or misuse of funds, property, equipment, material or supplies.*
17. *Discourteous treatment of the public.*



## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

18. *Violation of the Town's policy prohibiting sexual harassment.*
19. *Violation of the Town's policy prohibiting harassment based on race, color, religion, sex, sexual orientation, national origin, age, disability, pregnancy, marital status or any other characteristic protected by law.*
20. *Violation of the Town's Drug-Free Workplace Policy.*

## Section 2: Types Of Discipline

The following sets forth major categories of discipline that may be used by the Town in personnel issues. Supervisors and Department Directors are encouraged to consult with the HRD at each step in the disciplinary process. While supervisors may issue Verbal Warnings with the Department Director's approval, only Department Directors may issue Written Reprimands.

Please note that Suspensions, Demotions, and Terminations must be reviewed by the HRD and approved in writing by the Town Manager prior to any action being taken.

### Verbal Warning

Whenever employee performance, attitude, work habits or personal conduct at any time fall below a desirable level, supervisors and/or the Department Directors shall inform employees promptly and specifically by documenting a Verbal Warning. A Department Director or supervisor may determine that the first course of disciplinary action is a Verbal Warning. A Verbal Warning shall reference the actions for which the warning is issued. A record of such shall be documented by the individual who issued it, provided to the employee, and a copy shall be provided to the HRD for the personnel file.

### Written Reprimand

In situations where a documented Verbal Warning has not resulted in the expected improvement or is insufficient to recognize the seriousness of the unsatisfactory conduct and/or action(s) of the employee, a Written Reprimand may be issued defining the nature of the infraction under the rules. A Written Reprimand shall be provided to the employee and a copy shall be provided to the HRD to be placed in the employee's personnel file. The employee's Department Director initiates and approves a written reprimand.

### Suspension Without Pay

Suspension is the temporary separation of a Town employee from assigned duty for a definite period of time without pay. A Town employee may be suspended for disciplinary purposes when, in the judgment of the Department Director after consultation with the HRD and approval by the Town Manager, a written reprimand has not had the desired corrective effect, or a lower level of discipline is insufficient to recognize the seriousness of the unsatisfactory conduct and/or action(s) of the employee. The reason(s) for any suspension and the time period of any suspension shall be given to the HRD in writing on the form provided, one copy of the form to be given, or mailed, to the employee as soon as possible once the determination is



## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

made before the suspension shall become effective; one copy to be retained by the HRD and one copy to be retained by the Department Director.

### Performance Improvement Plans

An employee who fails or refuses to satisfactorily perform any of the duties of the position may be placed on a Performance Improvement Plan in addition to any disciplinary action. However, the Town reserves the right to terminate employees for performance issues without having previously issued a Performance Improvement Plan.

### Demotions

An employee may be demoted or assigned to less responsible work for any reason, which may include a corresponding reduction in pay. A demotion occurs where the employee is moved to a position for which a lower maximum rate of pay is established. The Town Manager must approve all demotions and may consult with the HRD prior to a determination being made. Documentation of the demotion shall be placed in the personnel file.

### Involuntary Discharge/Termination/Dismissal from Employment

Discharge/termination is a permanent separation of employment. Employees may be discharged/terminated at any time without cause or prior notice and without the right of appeal or hearing in any manner. The reason(s) for any proposed discharge/termination shall be given to the HRD in writing.

## Section 3: Types of Separations

### Types of Separations

Separations from employment with the Town are designated as one of the following types:

1. Resignation
2. Retirement
3. Job Abandonment
4. Death
5. Reduction in force
6. Dismissal (including failure to complete probationary period)
7. End of Temporary Assignment or Failure of Introductory Period
8. Disability

### Resignation

Resignation is defined as an action whereby an employee voluntarily separates employment, with or without giving notice. An employee wishing to leave the Town in good standing should file a written resignation,





## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

stating their last day of employment. Such notice shall be given two (2) weeks prior to their last day of employment.

### Retirement

Retirement is defined as a procedure whereby an employee separates from the Town for reasons of length of service or disability as defined by the Florida Retirement System.

### Job Abandonment

Employees who fail to report to work or contact their supervisor for three (3) consecutive workdays shall be considered to have abandoned the job without notice, effective at the end of their normal shift on the third day. The supervisor shall notify the HRD at the expiration of the third workday and initiate the paperwork to separate the employee. Employees who are separated due to job abandonment are ineligible to receive payout of accrued benefits and are ineligible for rehire.

### Death

When an active employee is terminated due to death, the date of termination (date of separation) will be the date of death. All compensation and benefits due to the employee as of the effective date of separation shall be paid to the employee's designated beneficiary. If the employee has not designated a specific beneficiary, then the spouse and, if no spouse, to the adult child or children, and if no adult children, to the father or mother, or as otherwise required pursuant to Florida Statute Section 222.15. If there is no father or mother, then payment shall be made in accordance with orders or letters of administration received through the estate or probate process.

### Reduction in Force

When it becomes necessary to reduce the number of employees within a department because of lack of funds, shortage of work, the abolishment of a position, reorganization, or other causes which do not reflect discredit on the service of the employees, the following steps will be considered:

1. First, consideration will be given to the Town budget and required staffing levels to meet the Town needs.
2. Once positions have been identified for reduction, employees within a position shall be separated from employment using the following criteria
  - a. Individual performance (past and current performance, including any disciplinary issues)
  - b. Required skills and qualifications to meet future needs.

Employees who have been affected by a reduction in the workforce may apply for future job openings.

## Section 4: Dismissal

Employees may be involuntarily separated from employment at-will.





## Section 5: Return Of Property and Financial Obligations

---

At the time of separation, all records, books, assets, uniforms, keys, tools, access badges, passwords, and other items of Town property in the employee's custody shall be returned to the department. Certification of such return shall be made by the employee's supervisor. Any monies due because of shortages shall be deducted from the final paycheck due or collected through appropriate action in accordance with applicable federal, state, and local laws.

Any outstanding debts incurred by an employee, such as shortages in leave accounts, deductions for the loss or abuse of Town property or other financial obligations which are due to the Town may be deducted from the employee's final paycheck and/or termination leave pay in accordance with applicable federal, state, and local law. This rule shall be excepted only when other appropriate arrangements have been made and approved in writing by the Town Manager.

## Section 6: Exit Interviews

---

Upon the Town's request, an employee who resigns or retires may complete an exit interview upon leaving Town employment. Such interviews allow the Town to understand the employee's reasons for leaving and to resolve any questions regarding compensation, insurance continuation, return of Town property, or other related matters.

## Section 7: Post-Termination Name Clearing

---

Employees may submit a written statement to be included in the employee's personnel file that will be considered the employee's name clearing opportunity in the event the employee was involuntarily terminated from his or her employment with the Town. The written statement is not an appeal of the termination decision. The written statement is designed to allow the employee to present information in the public record regarding the information forming the basis of the termination.

# Chapter 8 – Personnel Records

---

## Section 1: Responsibility

---

The HRD is responsible for establishing and maintaining comprehensive personnel records for all employees.



## Section 2: Records

---

There shall be one official personnel file for each employee maintained by the HRD. Said file shall include the personnel records of employees and all official forms. All personnel records of employees shall be considered the property of the Town. The Town Clerk shall make all decisions relating to the use, maintenance and disposition of such records and material, and as to whether any information contained therein is exempt from disclosure or is confidential pursuant to federal, state, or local law.

Employees should be aware of the importance of keeping their personnel records current. This means immediately notifying the HRD of any changes such as change of address (even if temporary), change of telephone number, driver's license status, change of beneficiary, number of dependents, divorce, marriage, or any change of previously provided information or reported.

This is the responsibility of the employee and failure to comply may result in employee discipline or delays in receiving employee benefits or even loss of such benefits.

## Section 3: Retention Of Public Records

---

The Town is committed to maintaining records in accordance with Florida Public Records law. Each department is responsible for preparing and coordinating records for retention and/or destruction with the Town Clerk and in accordance with Florida's Public Records laws. Departments shall conduct an inventory of active and inactive records and provide such data to the Town Clerk to be used to determine and establish the required retention schedules for public records.

If public records exist on employees' Town or personal devices, in the form of text messages, voicemails, social media posts, etc. those records need to be retained and made available to the public when requested. Failure to retain such information may result in disciplinary action, including dismissal from employment.

## Section 4: Public Employee's Oath of Loyalty

---

Florida law requires all employees to take and sign an Oath of Loyalty as a condition of employment. This oath is provided in this Manual and, once taken and executed, becomes a part of the employee's personnel file.



## Chapter 9 – Health And Safety

### Section 1: Scope And Purpose

The Town fully complies with all applicable state and federal regulations with respect to the safety of its workforce, as well as the surrounding environment. The goal of the Town is to operate in a safe and efficient manner.

#### Civility In the Workplace

The Town encourages a workplace environment that respects the dignity of all employees. For this reason, all employees should maintain a high degree of civility and respect for co-workers, subordinates, and superiors. Verbal, psychological, or physically abusive behavior or harassment is counterproductive to the desire for teamwork among all employees, levels of management, and in relationships with elected officials, and the public. Use of abusive language and behavior is disruptive to these goals and will be subject to disciplinary action.

#### Work Safety

The Town endeavors to comply with all applicable state and federal regulations with respect to the safety of its workforce, as well as the surrounding environment. The goal of the Town is to operate in a safe and efficient manner.

The Town considers its employees its most valuable asset. To this end, the Town is responsible for ensuring a safe and healthy workplace. The Town does this by implementing the best safety programs and controls, including workplace inspections and training programs that may be conducted live, via an online platform, or face to face.

#### Safety Equipment

Town provided equipment must be used to perform work assignments. Failure to properly utilize provided equipment shall be cause for disciplinary action up to and including dismissal from employment.

#### Accident Prevention

The development of safe working conditions, practices, and habits are the Town's main safety objectives. Meeting these objectives shall result in benefits to all employees and to the Town.



## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

#### Accident Reporting

All employees are responsible to immediately report to their supervisor all injuries and accidents, no matter how minor, that occur on the job.

A written report of employee Injury/Incident must be submitted to the injured employee's supervisor within twenty-four (24) hours after the date of the accident or the report of the injury. If the accident occurs over a holiday or weekend, the accident report should then be submitted within twenty-four (24) hours from the time the work period starts after the weekend or holiday. This applies to industrial accidents and all other injuries, including those only requiring first aid injuries.

For traffic crashes involving Town vehicles, the crash must immediately be reported to the appropriate law enforcement agency. Immediately thereafter, the employee's supervisor and the HRD shall be notified. A written report of employee injury/incident shall be submitted within twenty-four (24) hours.

Failure to timely report an accident may result in disciplinary action, up to and including, dismissal from employment.

#### Vehicles, Equipment, and Tool Use Policy

Employees are required to use Town owned or leased vehicles, equipment, and tools in a safe manner consistent with the intended use and operating instructions of the vehicle/equipment/tool. Employees must also review and abide by the Town's Safety Manual relating to the proper and safe use of vehicles, equipment, and tools, as amended from time to time. Prior to the initial use of any vehicle, piece of equipment, or tool each day, the employee shall inspect the vehicle/equipment/tool for damage, inoperable parts, under-inflated tires, or any other condition which may create an unsafe condition which may create an unsafe situation. Any deficiency shall be reported to the supervisor immediately and the supervisor shall ensure appropriate action is taken to correct the problem before the vehicle/equipment/tool is used.

Employees are specifically prohibited from using Town owned or leased vehicles, equipment, and tools for personal purposes including, but not limited to borrowing items for use off-site; lending items to residents or other members of the public; using items for non-Town work or personal pursuits. Employees are prohibited from taking Town owned or leased vehicles, equipment, and tools away from Town property except for authorized repair work to the equipment or tool or where such item is regularly kept in a Town-assigned take home vehicle.



## Chapter 10 – Drug-Free Workplace Policy

The Town is committed to providing a safe work environment and to fostering the well-being and health of its employees. In addition, the Town has a strong and legitimate interest in promoting a drug-free workplace where employees are fit to perform their duties. With a drug-free workplace, employees will be afforded the opportunity to maximize their levels of productivity and reach their desired levels of success without experiencing the costs, delays, and tragedies associated with work-related accidents resulting from alcohol and/or drug abuse. It is the intent of the Town that the drug and alcohol testing conducted shall be in compliance with the Drug-Free Workplace Program contained in the Workers' Compensation Act, Florida Statutes Sections 440.101 and 440.102, the regulations adopted pursuant to the statute, and any amendments.

The Town strictly prohibits the illicit use, possession, sale, conveyance, distribution, or manufacture of illegal drugs, intoxicants, or controlled substances in any amount or in any manner. In addition, the Town strictly prohibits the abuse of alcohol or prescription drugs. Any violation of this policy will result in adverse employment action up to and including dismissal and referral for criminal prosecution.

Employees who engage in drug use face the risk of forfeiture of unemployment and workers' compensation benefits. Therefore, the Town has established the following policy:

### Section 1: Policy Statement

It is a violation of this policy for any employee to use, possess, sell, trade, offer for sale, or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on the job.

It is a violation of this policy for anyone to report to work under the influence of illegal drugs or alcohol.

It is a violation of this policy for anyone to use prescription drugs illegally. However, nothing in this policy precludes the appropriate use of legally prescribed medications.

It is a violation of this policy to unlawfully manufacture, distribute, dispense, possess, or use controlled substances in the workplace.

It is a condition of employment to abide by the Drug-Free Workplace Policy.

Violations of this policy subject all employees to disciplinary action up to and including immediate termination.

The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive, and drug-free environment. The intent of this policy is to send a clear message that the illegal use of drugs and the abuse of alcohol are incompatible with employment at the Town.



## Section 2: Authority For Drug Testing

The Town has implemented this policy in accordance with the program requirements outlined in Florida Statute Section 440.102.

## Section 3: Definitions

The following definitions are provided for in Florida Statute Section 440.102(1).

**DRUG:** Alcohol, including a distilled spirit, wine, a malt beverage, an intoxicating liquor, the intoxicating agent in ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed above.

**DRUG TEST OR TEST:** Any chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites.

**JOB APPLICANT:** A person who has applied for a Mandatory Testing position with the Town and has been offered employment conditioned upon successfully passing a drug test and may have begun work pending the results of the drug test.

**MANDATORY TESTING POSITION:** A job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances; or a job assignment that requires an employee security background check pursuant to Florida Statute Section 110.1127; or a job assignment in which a momentary lapse in attention could result in injury or death to another person.

**MEDICAL REVIEW OFFICER (MRO):** A licensed physician, employed with or contracted with the Town, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.

**PRESCRIPTION & NON-PRESCRIPTION MEDICATION:** Drug or medication obtained pursuant to a prescription as defined by Florida Statute Section 893.02 or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.



## Section 4: Types Of Testing Required

The following types of testing are provided for in Florida Statute Section 440.102(4).

**Job Applicant Drug Testing:** Job applicants for mandatory testing positions must submit to a drug test. Refusal to submit to a drug test, or receipt of a positive confirmed drug test, shall be used as a basis for declining to offer employment to the applicant. Job applicants for other positions shall not be tested as part of the background/employment screening process.

**Reasonable Suspicion Drug Testing:** Employees will be tested following any observed behavior creating “reasonable suspicion.” These behaviors may include the following:

1. Direct observation of drug/alcohol use, or the symptoms of being under the influence of a drug or alcohol;
2. Abnormal behavior while at work or a significant deterioration in work performance.
3. A report on drug use, provided by a reliable and credible source;
4. Evidence that an individual has tampered with a drug test while working for the Town
5. Information that an employee has caused, contributed to, or been involved in, an accident while at work;
6. Evidence that an employee has used, possessed, sold, or solicited drugs while working or while on the own’s premises or while operating the Town’s vehicles, machinery, or equipment;
7. Post-Accident in Town-owned vehicles.

Where testing is based on reasonable suspicion, the Town shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed. A copy shall be provided to the employee upon request.

**Follow-Up Testing:** If the Town requires an employee to enter into an employee assistance program or a drug rehabilitation program as a condition of continued employment after a confirmed, positive drug test, the employee is required to submit to a random drug test, at least once per year for a two-year period after completion of the program. Advance notice of the testing date will not be given to the employee being tested. If the employee voluntarily enters the program (rather than enter a program as a result of a positive drug test), the Town is not required by law to conduct follow-up testing but may do so in its discretion.

**Routine Fitness-For-Duty Testing:** Employees who ordinarily must submit to annual physical fitness for duty medical examination must also submit to drug testing at that time.

**Random Testing of Mandatory Testing Positions:** employees with job assignments designated as mandatory testing are subject to testing through the use of an unbiased selection procedure.

## Section 5: Confidentiality





## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

All information, interviews, reports, statements, memoranda, drug test results (written or otherwise), received or produced as a result of a drug-testing program are confidential and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except by waiver of the employee.

The Town, the laboratories, medical review officers, employee assistance programs, drug rehabilitation programs and their agents shall not release any information concerning drug test results obtained under this policy without first obtaining a release from the affected individual in accordance with Florida's Drug Free Workplace Act and other applicable laws or regulations.

All information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of the drug testing program are confidential and exempt from disclosure under Florida's public records laws. Notwithstanding the foregoing, the Town may use such information and documents when consulting with legal counsel in connection with actions brought under the Florida Statute Section 440.102 or where the information is relevant to its defense in a civil or administrative matter.

## Section 6: Drugs To Be Tested

The Town will test for the following drugs listed in Florida Statute Section 440.102(1) as amended from time to time, which includes: alcohol (distilled spirit, wine, a malt beverage, or an intoxicating liquor); an amphetamine; Cannabinoids (Marijuana); cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed above.

## Section 7: Testing Location

The Town only uses laboratories for drug testing that are licensed by the Florida Agency for Health Care Administration or that are certified by the U.S. Department of Health and Human Services.

You may be tested at the following laboratory:

Care Spot 41883 Wellington  
129 S State Road 7, Suite 401  
Royal Palm Beach, FL 33414

Town's Medical Review Officer (MRO) is:

Care Spot 41883 Wellington  
129 S State Road 7, Suite 401  
Royal Palm Beach, FL 33414

You may be tested at the laboratory as designated by the Town. The Town will notify employees if there is a change to the Town's testing laboratory or MRO.



## Section 8: Testing Procedures

---

The Town and its MRO will comply with all testing procedures as outlined in Florida Statute Section 440.102(5). Employees or job applicants may confidentially report the legitimate use of prescription or non-prescription medications both before and after being tested to the testing laboratory and the Medical Review Officer. Employees and job applicants have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

## Section 9: Challenging Positive Test Results

---

The following procedure is outlined in Florida Statute 440.102(3).

Within five (5) working days after receiving notice of a positive confirmed test result, an employee or job applicant may contest or explain the result to the MRO if they find the result unsatisfactory.

Within five (5) working days after the Town receives notice of the confirmed test result, the Town shall notify the employee in writing with the results, the consequences of the results, and any options available to the employee. The employee may request a copy of the test results at this time.

Within five (5) working days after the employee receives notice from the Town of the positive test result, the employee may submit information to the Town explaining or contesting the test result, including why the result should not constitute a violation of this policy. If the explanation by the employee or job applicant is unsatisfactory to the Town, the employee/job applicant will be notified by the Town in writing within fifteen (15) days of the date the challenge was received and will be subject to discipline under this policy. At that time, the employee will be provided with a copy of the confirmed positive test result and the name and the address of the laboratory.

The foregoing documentation shall be kept confidential and retained by the Town for at least one (1) year.

Any employee or job applicant may contest the drug test pursuant to law or to rules adopted by the Agency for Health Care Administration. All employees or job applicants must notify the laboratory of any administrative or civil action brought pursuant to Florida's Drug Free Workplace Act. Employees are solely responsible for all costs associated with any challenge.

## Section 10: Consequences of Positive Confirmed Result

---

Job applicants receiving a positive confirmed test result shall not be hired. Any employee receiving a positive confirmed test result shall be subject to immediate termination. Additionally, the employee may lose his or her right to workers' compensation, unemployment compensation benefits, medical and indemnity benefits.

Pursuant to Florida Statute 440.102(5), an employee or job applicant has 180 days after receiving written notification of a positive confirmed test result to have the sample retested at his or her expense at another licensed or certified laboratory chosen by the employee or job applicant.



## Section 11: Consequences of Conviction for Violation of Criminal Drug Statute Occurring in the Workplace

All employees shall report any conviction for a violation of a criminal drug statute occurring in the workplace to the immediate supervisor in writing, no later than five calendar days after such conviction. Within 30 calendar days of receiving such notice from a convicted employee, the Town shall take one of the following actions:

1. Take appropriate disciplinary action against the employee, up to and including termination;
2. Require the employee to participate in a drug abuse or assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

## Section 12: Consequences of Refusing to Submit to Drug Testing

An employee who refuses to submit to drug testing shall be subject to immediate termination. Additionally, the employee may lose his or her right to workers' compensation, unemployment compensation, medical and indemnity benefits. A job applicant who refuses to submit to drug testing will not be hired.

Refuse to submit (to an alcohol or controlled substance test) means that an employee:

1. Failed to appear for any test within two hours of being directed to report by the Town. This includes the failure of an employee to appear for a test when called by a consortium or third-party administrator;
2. Failed to remain at the testing site until the testing process is complete;
3. Failed to provide a urine specimen for any drug test, or failed to provide a blood specimen for alcohol testing;
4. In the case of a directly observed or monitored collection in a drug, failed to permit the observation or monitoring of the employee's provision of a specimen;
5. Failed to provide a sufficient amount of urine when directed, and it has been determined through a required medical evaluation, that there was no adequate medical explanation for the failure;
6. Failed or declined to take a second test that the Town or collector has directed the employee to take;
7. Failed to undergo a medical examination or evaluation; as directed by the MRO as part of the verification process, or as directed by the Town;
8. Refused to allow collection of specimens for drug and/or alcohol testing by a treating medical facility during course of treatment following an "accident", or refused to allow the Town access to medical records containing the results of such tests, or any attempt by an employee to block the release of such specimens or medical records;
9. Failed to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process).
10. Is reported by the MRO as having submitted or attempted to submit a verified adulterated, diluted, or otherwise altered or substituted specimen.



## Section 13: Medications That May Alter or Affect the Drug Test

Some common medications may alter or affect a test result are listed below for your information. Due to the large number of obscure brand names and the marketing of new products, this list cannot, and is not intended to, be all-inclusive. Employees and job applicants may confidentially report the legitimate use of prescription and non-prescription medications both before and after being tested to the testing laboratory and the Medical Review Officer. Employees and job applicants have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

ALCOHOL	Liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. For example, Vick's Nyquil is 25% (50 proof) ethyl alcohol; Comtrex is 20% (40 proof); Contac Severe Cold Formula Night Strength is 25% (50 proof)
AMPHETAMINES	Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin
CANNABINOIDS	Marinol (Dronabinol, THC)
COCAINE	Cocaine HCl Topical Solution (Roxanne)
PHENCYCLIDINE	Not legal by prescription
METHAQUALONE	Not legal by prescription
OPIATES	Paregoric, Parepectolin, Donnegan PG, Morphine, Tylenol with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Diluadid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin
BARBITUATES	Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad
BENZODIAZOPHINES	Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Halcion, Paxipam, Restoril, Centrax
METHADONE	Dolophine, Methadose



## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

PROPOXYPHENE

Darvocet, Darvon N, Dolene

## Section 14: Mandatory Testing Employees Entering into EAP or Rehabilitation Program

Mandatory Testing employees who enter an EAP or drug rehabilitation program must be assigned to a position other than a position classified as Mandatory Testing. If no such position is available, the employee must be placed on leave where the employee must use accumulated paid leave before the leave becomes unpaid.

Employee Assistance Programs are available throughout Palm Beach County. The Town does not promote or recommend any specific program or organization for treatment and other options may be located online or through various social service organizations. Some representative EAP options are listed below:

- Narcotics Anonymous Helpline: 561-848-6262
- Drug Abuse Foundation of Palm Beach County: 561-278-0000
- Palm Beach Al-Anon/Al-a-Teen Information Service: 561-888-9732
- Alcoholics Anonymous (Palm Beach County): 561-655-9732
- Comprehensive Alcohol Rehabilitation Program: 561-844-6400

## Section 15: Effective Date of Drug Free Workplace Policy

This Drug Free Workplace Policy is effective sixty (60) days after adoption and supersedes any prior policies.



# Chapter 11 – Department Of Transportation (Dot) Drug/Alcohol Testing Policy for Commercial Drivers

## Section 1: Applicability

In addition to the requirements of Florida Statute Section 440.102, an employee who operates a commercial motor vehicle and maintains a commercial drivers' license and whose position requires operation of a commercial motor vehicle owned or leased by the Town is required to comply with Federal requirements. Such an employee is referred to as a "commercial driver" and includes full time, regularly employed drivers; casual, intermittent, or occasional drivers; leased drivers and independent owner-operator contractors or "CDL employees."

The Town's DOT Drug/Alcohol Testing Policy for Commercial Drivers ("the Policy") was developed in conformity with the Department of Transportation Regulations located in 49 C.F.R. Part 40 and 49 C.F.R. Part 382, which are on file with the Town's Designated Employer Representative (DER) (the HRD and the Town Manager) for review at any time during normal working hours.

Our policy formally and clearly states that the illegal use of drugs and abuse of alcohol or prescription drugs will not be tolerated. As a means of maintaining this policy, the Town has implemented pre-employment and active employee drug testing as outlined in the Policy.

Commercial drivers are subject to Department of Transportation ("DOT") testing regulations, which include placement in a separate random testing pool containing only DOT-covered employees for the purposes of DOT compliance. With regard to those employees covered by the DOT regulations, the federal regulations, as amended from time to time, shall govern any conflicts with this Policy. As employees of the Town, DOT-covered commercial drivers are also separately subject to the Town's Drug-Free Workplace Policy which covers all employees.

Any employee whose conduct violates this Policy will be disciplined up to and including termination.

## Section 2: Policy Purpose

This Policy is designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles.



## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity, and a decline in the quality of products and services provided. This policy is designed to detect users and remove abusers of drugs and alcohol. To accomplish this end, the Town prohibits any of the following behaviors by its employees who drive commercial motor vehicles or perform safety-sensitive functions:

1. Reporting for duty or remaining on duty while having an alcohol concentration of 0.04 or greater.
2. Use of alcohol while performing safety-sensitive functions.
3. Use of alcohol within four (4) hours of performing safety-sensitive functions.
4. Use of alcohol within eight (8) hours following an accident that requires a post-accident alcohol test, or until s/he undergoes a post-accident alcohol test, whichever occurs first.
5. Refusal to submit to a post-accident alcohol or controlled substance test, a random alcohol or controlled substance test, a reasonable suspicion alcohol or controlled substance test, or a follow-up alcohol or controlled substance test.
6. Reporting for duty or remaining on duty when the commercial driver uses any controlled substance, unless use is pursuant to instruction of a licensed medical practitioner who has advised that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle; and,
7. Reporting for duty or remaining on duty if the commercial driver has tested positive or has adulterated or substituted a test specimen for controlled substances.

### Section 3: Definitions

**Alcohol** means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

**Commercial Motor Vehicle (CMV)** means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle is a—

- (1) **Combination Vehicle (Group A)**—having a gross combination weight rating or gross combination weight of 11,794 kilograms or more (26,001 pounds or more), whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 4,536 kilograms (10,000 pounds), whichever is greater; or
- (2) **Heavy Straight Vehicle (Group B)**—having a gross vehicle weight rating or gross vehicle weight of 11,794 or more kilograms (26,001 pounds or more), whichever is greater; or





## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

- (3) **Small Vehicle (Group C)** that does not meet Group A or B requirements but that either—
- (i) Is designed to transport 16 or more passengers, including the driver; or
  - (ii) Is of any size and is used in the transportation of hazardous materials as defined in this section.

**Controlled Substances** mean marijuana metabolites, cocaine metabolites, amphetamines, opioids, and phencyclidine (PCP).

**Designated Employer Representative (DER)** means an individual identified by the Town as able to receive communications and test results from service agents and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes. The HRD and Town Manager are hereby designated as such.

**Disabling Damage** means damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs.

- (1) Inclusions. Damage to motor vehicles that could have been driven but would have been further damaged if so driven.
- (2) Exclusions.
  - (i) Damage which can be remedied temporarily at the scene of the accident without special tools or parts.
  - (ii) Tire disablement without other damage even if no spare tire is available.
  - (iii) Headlight or taillight damage.
  - (iv) Damage to turn signals, horn, or windshield wipers which make them inoperative.

**Licensed Medical Practitioner** means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.

**Safety-Sensitive Function** means all time from the time a commercial driver begins to work or is required to be in readiness to work until the time s/he is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- (1) All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer.
- (2) All time inspecting equipment as required by federal regulations or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time.
- (3) All time spent at the driving controls of a commercial motor vehicle in operation.
- (4) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the federal requirements).



## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

- (5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- (6) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

## Section 4: Participation Required

Participation in the DOT Drug/Alcohol Testing program as set forth in this Policy is a requirement for all employees who are authorized to drive the Town's commercial vehicles. The requirement to drive commercial vehicles may be a condition of employment and is identified in individual job descriptions. Failure to participate and comply with program requirements may result in disciplinary action up to and including termination of employment.

## Section 5: Department Of Transportation Regulations

The Town has developed this policy in conformity with the DOT's Procedures for Transportation Workplace Drug and Alcohol Testing Programs, 49 C.F.R. Part 40 and 49 C.F.R. Part 382, ("DOT regulations") which are on file with the Town's Designated Employer Representative (DER) for review at any time during normal working hours.

These DOT regulations require alcohol and controlled substance testing with regard to certain "covered employees" performing safety-sensitive duties in transportation who drive commercial motor vehicles requiring a Commercial Driver's License to operate, and all such employees must submit to alcohol and controlled substance testing in conformance with the DOT regulations and with the provisions of this Policy. With regard to those covered employees, the DOT regulations shall be considered as preempting any inconsistent state or local laws or regulations.

In addition, commercial drivers are separately subject to the Town's Drug-Free Workplace Policy covering all employees. The Town's Drug-Free Workplace Policy reflects the requirements of the Town and are not required by the DOT. Any personnel actions under the Drug-Free Workplace Policy will be clearly indicated as being based on Town authority under the Drug-Free Workplace Policy and not based upon the DOT Drug/Alcohol Testing Policy.

## Section 6: Required Hours of Compliance

### Alcohol Prohibited:

- While on duty.
- (4) hours prior to on-duty time; and,
- (8) hours following an accident or until a post-accident test is complete, whichever occurs first.



## **Controlled Substances**

Commercial Drivers are prohibited from reporting to, or remaining on, duty when using any controlled substance, unless the use is at the direction of a licensed medical practitioner who advised that the substance does not adversely affect the commercial driver's ability to safely operate a commercial motor vehicle.

## **Section 7: Drug/Alcohol Testing Policy Dissemination**

1. The Town will give a general one-time notice to its commercial drivers that it is a condition of employment for employees to refrain from reporting to work or working with the presence of drugs or alcohol in his or her body and that a drug testing program is in place. To this end, each commercial driver shall be provided with a copy of this Policy, and each employee is required to sign a statement certifying receipt of the Policy. The Town will maintain the original of the signed certificate and will provide a copy of the certificate to the employee upon request.
2. Prior to each alcohol or controlled substance test performed under this Policy, each employee or job applicant for employment to be tested will be given a copy of this DOT Drug/Alcohol Testing Policy, a summary of the drugs which may alter or affect a drug test and a list of local employee assistance programs and local drug rehabilitation programs.
3. A notice of drug testing will be included with all vacancy announcements for those positions where drug testing is required (want ads, job postings, etc.). A notice of the DOT Drug/Alcohol Testing Policy will also be posted in an appropriate and conspicuous location on the Town's premises and copies of the policies will be made available for inspection during regular business hours by the employee or job applicant in the Town's Clerk's office.

## **Section 8: Designated Employer Representative**

The Town has designated certain individuals as Designated Employer Representatives (DER). These individuals are responsible for the administration of the DOT Drug/Alcohol Testing Policy and are authorized by the Town to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation processes. The DER is also authorized to receive test results and other communications for the Town, consistent with the requirements of this Policy and with the applicable regulations. The DER is available to answer any questions from employees concerning this policy. The DER for the Town is the HRD and the Town Manager. Locations, as well as the names and addresses of the Town's chosen Drug and Alcohol Testing Laboratories and Medical Review Officers (MRO's), is provided below:



## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

#### DESIGNATED EMPLOYER REPRESENTATIVE (DER)

NAME: HRD

NAME: Town Manager

#### MEDICAL REVIEW OFFICER (MRO)

As designated by the Town.

#### LABORATORY

As designated by the Town.

### Section 9: Drug & Alcohol Testing Recorded (Clearinghouse Queries):

The Town is required under the DOT regulations to obtain information regarding the drug and alcohol testing record of commercial drivers from their previous DOT-regulated employers where the Town intends to use such drivers to perform safety-sensitive duties. As a result of this requirement and in accordance with federal regulations (49 C.F.R. § 382.701), the Town will query the FMCSA Drug and Alcohol Clearinghouse for any drug or alcohol information pertaining to DOT-covered CDL drivers and applicants, as follows:

1. **FULL PRE-EMPLOYMENT QUERIES:** Will be conducted on applicants, including internal transfers, for any position which requires a DOT-covered CDL license. As a condition of consideration for employment, applicants will be required to provide the Clearinghouse with consent to allow the Town to conduct a full query.
2. **FOR CURRENT EMPLOYEES:** Who are employed in a position requiring a DOT-covered CDL license, a *limited query* of the Clearinghouse will be conducted annually. As a condition of continued employment, employees are required to complete the required consent form permitting the limited query. If the limited query reveals that information about the CDL driver exists in the Clearinghouse, the Town will conduct a full query within 24 hours. As a condition of continued employment, the DOT-covered CDL driver will be required to provide the Clearinghouse with consent allowing the Town to conduct a full query.

In accordance with federal regulations (49 C.F.R. § 382.703), the Town (or its Service Agent if the Town uses a Third-Party Administrator to administer its DOT drug testing policy) will report the following drug/alcohol information regarding DOT-covered CDL drivers/applicants to the FMCSA:

**TOWN OF LOXAHATCHEE GROVES****HUMAN RESOURCES POLICY MANUAL**

Reporting entity	When information will be reported to clearinghouse
Town	<ul style="list-style-type: none"><li>• An alcohol confirmation test with a concentration of 0.04 or higher.</li><li>• Refusal to test (alcohol) as specified in 49 CFR 40.261.</li></ul>
Town	<ul style="list-style-type: none"><li>• Refusal to test (drug) not requiring a determination by the MRO as specified in 49 CFR 40.191.</li></ul>
Town	<ul style="list-style-type: none"><li>• Actual knowledge, as defined in 49 CFR 382.107, that a driver has used alcohol on duty, used alcohol within four hours of coming on duty, used alcohol prior to post-accident testing, or has used a controlled substance.</li></ul>
Town	<ul style="list-style-type: none"><li>• Negative return-to-duty test results (drug and alcohol testing, as applicable)</li></ul>
Town	<ul style="list-style-type: none"><li>• Completion of follow-up testing.</li></ul>

If an employee or applicant refuses to provide the necessary consent, the Town will not permit the employee to perform safety-sensitive functions and may subject the employee to disciplinary action, including immediate termination.

If the Town obtains information that an employee or applicant has violated a DOT agency drug and alcohol regulation, the employee or applicant will not be permitted to perform safety-sensitive functions unless the Town obtains or is provided documented proof that the employee has subsequently complied with the return-to-duty requirements of 49 CFR Part 40.

## Section 10: Required Testing:

### Pre-Employment Testing

All job applicants for commercial driver positions, including internal transfers, are required to undergo testing for controlled substances as a condition of employment. Additionally, prior to the first time an employee performs DOT covered safety-sensitive functions for the Town, either as a new hire or as a result of a transfer from a non-safety-sensitive position to a safety-sensitive position, the employee shall undergo testing for controlled substances. The Town will not allow an employee to perform DOT covered safety-sensitive functions unless the Town has received a controlled substances test result from the MRO or C/TPA indicating a verified negative test result for that covered employee.



## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

The Town reserves the right to invoke any and all exceptions to the pre-employment testing requirement as set forth in the DOT regulations (49 CFR § 382.301(b)).

### Post-Accident Testing

Commercial drivers will be tested as soon as practicable following an occurrence involving a commercial motor vehicle on a public road in commerce as follows:

Type of Accident	Citation Issued* to CMV Driver	Test Must Be Performed
Human Fatality	Yes	Yes
Human Fatality	No	Yes
Bodily injury with immediate medical treatment away from scene	Yes	Yes
Bodily injury with immediate medical treatment away from scene	No	<del>No</del> Yes
Disabling damage to any motor vehicle requiring tow away	Yes	Yes
Disabling damage to any motor vehicle requiring tow away	No	<del>No</del> Yes

\*In the above chart, “citation issued” refers to a citation received by the commercial vehicle driver under State or local law for a moving traffic violation arising from the accident. With respect to alcohol testing, the citation must be received within eight (8) hours of the occurrence. With respect to controlled substance testing, the citation must be received within thirty-two (32) hours of the occurrence.

If an alcohol test is required but not administered within two (2) hours following the accident, the Town will prepare and maintain a record stating the reasons it was not promptly administered. The Town will not attempt to administer an alcohol test after eight (8) hours, or a controlled substance test after thirty-two (32) hours, following the accident.

Commercial drivers subject to post-accident testing shall remain readily available for testing or the Town may designate such unavailability as a refusal to submit to testing and the commercial driver will be subject to immediate termination. However, nothing in this section shall be construed to require the delay of



## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care. The results of a breath or blood test for the use of alcohol, or the results of a urine test for the use of controlled substances, conducted by Federal, State, or local officials having independent authority for the test, meet the requirements of testing under this policy, provided the tests conform to the applicable Federal, State or local alcohol or controlled substance testing requirements, and that the results of the tests are obtained by the employer.

#### **Post Accident Testing Under This Policy Does Not Apply To:**

- (a) An occurrence involving only boarding or alighting from a stationary motor vehicle.
- (b) An occurrence involving only the loading or unloading of cargo; or
- (c) An occurrence in the course of the operation of a passenger car by an employer unless the motor vehicle is transporting passengers for hire or hazardous materials that require DOT mandated markings or placards.

## Section 11: Random Testing

Every DOT covered employee shall submit to unannounced random alcohol and controlled substance testing to be spread reasonably throughout the calendar year. However, a DOT covered employee will only be tested for alcohol while performing safety-sensitive functions, just prior to performing safety-sensitive functions, or just after performing such functions. The selection of employees for random alcohol and controlled substances testing shall be made by a scientifically valid method, and each employee selected for random alcohol and controlled substances testing under the selection process used, shall have an equal chance of being tested each time selections are made. Each employee selected for testing shall be tested during the selection period. Random testing for commercial drivers will be conducted according to the applicable rates mandated by the DOT and its applicable agencies but may exceed those rates at the Town's discretion.

After notification, it is the responsibility of the employee to provide the urine specimen within the allotted time. At the time of the notification, the donor will be instructed to go directly to the designated collection site. The employee will notify the collection site personnel of their selection for a random test and that the employee is ready to provide a urine specimen for the requested test.

If an employee is selected for testing but has not received notice because it is his day off, the employee will be tested during his or her next shift within the same selection cycle.





## Section 12: Reasonable Suspicion Testing

Employees who, based on specific, contemporaneous, articulable observations of a qualified supervisor concerning the appearance, behavior, speech or body odor, may be reasonably suspected of using or being under the influence of alcohol or controlled substances or tampering with a drug screen test, shall undergo alcohol and controlled substance testing. In the case of controlled substances, the observations may include indications of the chronic and withdrawal effect of controlled substances.

The Town's designated DER or alternate DER will confirm a supervisor's observations. The supervisor must immediately notify the DER of the observed behavior. Only a supervisor or Town official who has received at least 60 minutes of training on alcohol misuse and received at least an additional 60 minutes of training on controlled substances use, is authorized to assist the DER in determining whether reasonable suspicion exists to require a commercial driver to undergo testing. The training shall include the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances. Recurrent training for supervisory personnel is not required.

Alcohol testing is only authorized for reasonable suspicion testing if the observations are made during, just preceding, or just after the period of the workday that the commercial driver is required to comply. A commercial driver may only be directed to submit to this testing while the employee is performing safety-sensitive duties, just before or just after the driver performed such duties. An alcohol test pursuant to reasonable suspicion testing shall occur within eight (8) hours. If the alcohol testing is done after two (2) hours from the time the observations occurred, the Town must document the reasons the test was not promptly administered.

Notwithstanding the absence of a reasonable suspicion alcohol test under this section, no driver shall report for duty or remain on duty under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol misuse, nor shall the Town permit the employee to perform or continue to perform work duties, including any safety-sensitive functions, until:

- (i) An alcohol test is administered and the employee's alcohol concentration measures less than 0.02; or
- (ii) Twenty-four (24) hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated the prohibitions in this part concerning the use of alcohol.

Documentation supporting such a test will be completed by the observing supervisor and signed by both the supervisor and DER within 24 hours of the observed behavior.

On the basis of circumstances requiring a reasonable suspicion test, an employee will immediately be removed from safety-sensitive functions pending the outcome of the required drug/alcohol test.



## Section 13: Return To Duty & Follow-Up Testing

The Town is not required to provide commercial drivers who violate this Policy with an evaluation by a Substance Abuse Professional (SAP) or any subsequent recommended education or treatment.

If the Town, in its sole discretion, allows a driver to return to a DOT safety-sensitive function following a violation, prior to returning to duty the Town will require an evaluation by an SAP and compliance with the SAP's recommendations at the employee's sole cost and expense. In addition, following removal from a safety sensitive position after a positive, adulterated, or substituted test and referral to an SAP, and successful compliance with the prescribed education and/or treatment, a covered employee is required to undergo a return to duty test for controlled substances and/or alcohol before returning to safety-sensitive duties. Follow-up tests are unannounced and at least 6 tests must be conducted in the first 12 months after an employee returns to duty as provided by the SAP's follow-up testing plan. Follow-up testing may extend for up to 60 months following return to duty.

### Additional Testing

Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations, in accordance with the Town's Drug-Free Workplace Policy for All Employees or as otherwise deemed necessary by the Town.

## Section 14: Substances To Be Tested & Detection Thresholds

The Town tests for the following substances pursuant to the federal regulations:

	<u>Drug Screen Cut-off GC/MS</u>
Marijuana metabolites/THC	50 ng/mL - 15ng/mL
Cocaine Metabolites	150 ng/mL - 100 ng/mL
Codeine/Morphine	2,000 ng/mL – 2,000 ng/mL
Hydrocodone/Hydromorphone	300 ng/mL – 100 ng/mL
Oxycodone/Oxymorphone	100 ng/mL – 100 ng/mL
6-Acetylmorphine	10 ng/mL – 10 ng/mL
Phencyclidine (PCP)	25 ng/mL - 25 ng/mL
Amphetamines, Methamphetamine	500 ng/mL - 250 ng/mL
Methylenedioxymethamphetamine (MDMA)	500 ng/mL – 250 ng/mL



## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

Alcohol - removal from safety-sensitive position at .02% Blood/Alcohol Content (B.A.C) or greater, violation of Policy at .04% BAC or greater.

\*If these above limits conflict with DOT Rule 49 CFR Part 60 Section 40.85, the applicable limits in the DOT Rule shall be controlling.

### Prescribed Or Over the Counter (OTC) Medications

The Town recognizes that eventually most employees will need to take medications to combat various illnesses. Employees must realize, however, that the use of certain medications may constitute a violation of this Policy if not properly reported and may potentially alter or affect the results of a drug or alcohol test. An employee could potentially test positive for a drug when taking medications prescribed by a doctor or purchased over the counter. Some medications known to alter or affect a drug test are listed in the next section of this Policy.

Employees who want more comprehensive or technical information about the use of medications, and their potential effects on the drug test results, should consult the Town's DER or a local testing laboratory. The names and contact information for the Town's testing laboratories have been provided in other sections of this Policy. To avoid the potential problems created by a false test result, the Town has implemented procedures to enable employees to confidentially report the use of medications. An employee may report the use of medications on the back of his/her copy of the chain of custody form after the specimen is collected and discuss the use only with the Medical Review Officer.

However, employees are required to report the use of prescribed drugs for which the Town tests and provide written certification from their physician advising that the substance does not adversely affect driver's ability to safely operate a commercial motor vehicle **prior to engaging in any safety sensitive functions**.

**NOTE ABOUT MEDICAL MARIJUANA & CBD PRODUCTS:** The DOT's Drug and Alcohol Testing Regulation – 49 CFR Part 40, at 40.151(e) – **does not authorize “medical marijuana” under a state law** to be a valid medical explanation for a commercial driver's positive drug test result. Therefore, a positive test result for marijuana or THC will result in the consequences set forth for a positive drug test. Furthermore, CBD use is not a legitimate medical explanation for a laboratory confirmed marijuana positive result. Therefore, the MRO will verify a drug test confirmed at the appropriate cutoffs as positive, even if an employee claims they only used a CBD product.

### Substances Which Could Alter or Affect the Outcome of a Drug Test

The following substances, listed by brand name and common name, are among those that could affect the results of a drug test. This list is not comprehensive. All questions concerning substances which could result in a positive test should be directed at the Town's DER.

AMPHETAMINES:	Abetrol, Biphedamine, Desoxyn, Dexadrine, Didrex
CANNABINOIDS:	Marinol (Dronabinol, THC), Marijuana, Hash, Pot
COCAINE:	Cocaine HCI Topical Solution (Roxanne), Crack, Coke
PHENCYCLIDINE:	PCP, Angel Dust

**HUMAN RESOURCES POLICY MANUAL**

OPIATES:	Paregoric, Parepectolin, Donnegan PG, Morphine, Tylenol w/Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiac AC, Novahistine DH, Novahistine Expectorant, Diluadid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Opium, Heroin
ALCOHOL:	Liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. For example, Vick's Nyquil is 25% (50 proof) ethyl alcohol; Comtrex is 20% (40 proof); Contac Severe Cold Formula Night Strength is 25% (50 proof); and Listerene is 26.9% (54 proof); Booze, Drink, wine, distilled spirits, malt beverages, beer, etc.
BARBITUATES:	Phenobarbital, Tuinal, Amytal
BENZODIAZOPHINES:	Ativan, Azene, Klonopin, Dalmone, Diazepam, Halcion, Librium, Poxipam, Restoril, Serax, Transene, Valium, Vertron, Xanax
METHADONE:	Dolophine, Methadose
PROPOXYPHENE:	Darvocet, Darvon N, Dolene

## Section 15: Testing Procedure

All alcohol or controlled substances testing under this Policy shall be conducted in conformity with the provisions and procedures set forth in the DOT Workplace Drug and Alcohol Testing Programs (49 C.F.R. Part 40 and 49 C.F.R. Part 382), which are on file with the Town's DER for review at any time during normal working hours. In summary, the testing procedures adopted by this Policy are as follows:

### Alcohol Testing

All alcohol testing will be conducted using one of two possible methods. Alcohol testing may be performed using evidential breath testing (EBT) devices or saliva alcohol screening devices (ASD) approved by the NHTSA. A screening test is conducted first. Any result less than 0.02 alcohol concentration is considered a "negative" test. If the alcohol concentration is 0.02 or greater, a second confirmation test must be conducted. The employee and the individual conducting the test (called a breath alcohol technician (BAT)) complete the alcohol testing form to ensure that the results are properly recorded. The confirmation test, if required, must be conducted using an EBT that prints out the results, date and time, a sequential test number, and the name and serial number of the EBT to ensure the reliability of the results. The confirmation test results determine any actions taken. Under certain circumstances, post-accident tests conducted by law enforcement personnel will be acceptable.

### Controlled Substance Testing

Controlled substance testing is conducted by analyzing an employee's urine specimen. The analysis is performed at laboratories certified and monitored by the Department of Health and Human Services (DHHS). The employee provides a urine specimen in a location that affords privacy, and the "collector" seals and labels the specimen, completes a chain of custody document, and prepares the specimen and



## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

accompanying paperwork for shipment to a drug testing laboratory. The specimen collection procedures and chain of custody ensure that the specimen's security, proper identification, and integrity are not compromised. The testing for DOT requirements will be performed using "split specimen procedures" that require each urine specimen to be subdivided into two bottles labeled as a "primary" and a "split" specimen. Both bottles are sent to a laboratory. Only the primary specimen is opened and used for the urinalysis. The split specimen bottle remains sealed and is stored at the laboratory. The testing is a two-stage process. First, a screening test is performed. If it is positive for one or more of the controlled substances, then a confirmation test is performed for each identified controlled substance using state-of-the-art gas chromatography/mass spectrometry (GC/MS) analysis.

GC/MS confirmation ensures that over-the-counter medications or preparations are not reported as positive results. If the analysis of the primary specimen confirms the presence of illegal, controlled substances, the driver has 72 hours to request the split specimen be sent to another DHHS certified laboratory for analysis. This splits specimen procedure essentially provides the driver with an opportunity for a "second opinion."

All drug test results are reviewed and interpreted by a physician (Medical Review Officer (MRO)) before they are reported to the Town. If the laboratory reports a positive result to the MRO, the MRO contacts the employee (in person or by telephone) and conducts an interview to determine if there is an alternative medical explanation for the drugs found in the employee's urine specimen. If the employee provides appropriate documentation and the MRO determines that the positive result was due to legitimate medical use of the prohibited drug, the drug test result is reported as negative to the Town.

**Note about Medical Marijuana and CBD Products:** The MRO may not verify a drug test as negative based upon information that a physician recommended that the employee use "medical marijuana." Furthermore, CBD use is not a legitimate medical explanation for a laboratory confirmed marijuana positive result. Therefore, the MRO will verify a drug test confirmed at the appropriate cutoffs as positive, even if an employee claims they only used "medical marijuana" or a CBD product.

## Section 16: Prohibited Conduct Under Dot Regulations as Adopted by This Policy

The following is an overview of the terms and conditions of this Policy, and of violation of which an employee is subject to discipline as outlined below.

1. It is a violation of the DOT regulations, as adopted by this Policy, for any employee to report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. The DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by the DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions by the Town, as set forth below, for violation of this Policy.



## TOWN OF LOXAHATCHEE GROVES

### **HUMAN RESOURCES POLICY MANUAL**

2. It is a violation of the DOT regulations, as adopted by this Policy, for any employee to use alcohol while performing safety-sensitive functions. The DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by the DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions by the Town, as set forth below, for violation of this Policy.
3. It is a violation of the DOT regulations, as adopted by this Policy, for any employee to perform safety-sensitive functions within four (4) hours after using alcohol. The DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by the DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions by the Town, as set forth below, for violation of this Policy.
4. It is a violation of the DOT regulations, as adopted by this Policy, for any employee required to take a post-accident alcohol test to use alcohol for eight (8) hours following the accident, or until s/he undergoes a post-accident alcohol test, whichever occurs first. The DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by the DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions by the Town, as set forth below, for violation of this Policy.
5. It is a violation of the DOT regulations, as adopted by this Policy, for any employee to refuse to submit to a post-accident alcohol or controlled substances test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substances test, or a follow-up alcohol or controlled substances test. The DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by the DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions by the Town, as set forth below, for violation of this Policy.
6. It is a violation of the DOT regulations, as adopted by this Policy, for any employee to report for duty or remain on duty requiring the performance of safety-sensitive functions after or during use of any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner, who has advised the covered employee that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle. The DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by the DOT regulations in 49 CFR Part 40, Subpart O.





## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

All employees found in violation of this rule will also be subject to sanctions by the Town, as set forth below, for violation of this Policy.

7. It is a violation of the DOT regulations, as adopted by this Policy, for any employee to report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive or has adulterated or substituted a test specimen for controlled substances. The DOT regulations require that all covered employees in violation of this rule be immediately removed from safety-sensitive duties, including driving a commercial motor vehicle, and not be allowed to return to such duties until completion of the return to duty process set forth by the DOT regulations in 49 CFR Part 40, Subpart O. All employees found in violation of this rule will also be subject to sanctions by the Town, as set forth below, for violation of this Policy.
8. It is a violation of the DOT regulations, as adopted by this Policy, for any employee tested under the provisions of this Policy and who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 to perform or continue to perform safety-sensitive functions, including driving a commercial motor vehicle. The Town will not permit such an employee to perform or continue to perform safety-sensitive functions, until the start of the next regularly scheduled duty period, but not less than 24 hours following administration of the test. All employees found in violation of this rule will also be subject to sanctions by the Town, as set forth below, for violation of this Policy.
9. Employees must also fully comply with all prohibitions set forth in the Town's non-DOT Drug-Free Workplace Policy, which is applicable to both DOT-covered commercial drivers and non-DOT covered drivers who may or may not hold a CDL. When safety-sensitive DOT-covered CDL employees are being tested pursuant to this policy (i.e., the DOT-mandated policy), the testing procedures set forth herein shall apply. When safety sensitive DOT-covered CDL employees are being tested pursuant to the non-DOT policy, the procedures set forth in that policy shall apply.

## Section 17: Consequences Of Violations

In addition to the consequences set forth above for violation of the DOT regulations, prohibited conduct by an employee will result in the following Town actions:

1. Job Applicants will not be hired.
2. Any employee violating this policy within 6 months (120 days) of the start of employment will be terminated and shall not be eligible for rehire.
3. Any employee whose test results are confirmed positive will be subject to disciplinary action up to and including termination, or at the Town's sole discretion, required to undergo approved medical or rehabilitation assistance, including the SAP process, at the sole cost and expense of the employee. Additionally, employees found to have violated this policy shall be immediately prohibited from performing any safety-sensitive functions, included those functions designated as mandatory testing positions under the Town's non-DOT Drug Free Workplace policy. While the employee is participating





## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

in the required program(s), the Town will temporarily assign the employee, at the budgeted rate of pay, into a vacant non-safety sensitive position that is also not a mandatory testing position where the employee meets the minimum qualifications and has the ability to perform the essential functions of the position with or without a reasonable accommodation. If a vacant non-safety sensitive position is not available, the employee will be placed on leave. The employee will be required to use their PTO or Serious Illness Leave bank hours before leave may be ordered without pay. Once the employee successfully completes the program(s) and Return to Duty process and provides the Town with the certificate of completion, the temporary assignment will end, and the employee will be placed back into their original position and rate of pay.

4. An employee participating in a drug or alcohol rehabilitation program will be prohibited from performing safety sensitive functions until successful completion of a registered DOT Clearinghouse substance abuse treatment program. A DOT-covered CDL driver who has violated DOT alcohol and drug regulations is prohibited from performing DOT related job duties until they complete the Substance Abuse Professional (SAP) evaluation, referral, and education/treatment process set forth in 49 CFR Part 40 Subpart O, and in applicable FMCSA regulations.
5. An employee found to have an alcohol concentration of .02 or greater, but less than .04, shall not perform or continue to perform safety-sensitive functions until the start of the commercial driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test. No action will be taken under this Policy based solely on test results showing alcohol concentrations of less than .04, but the Town may take action independent of this Policy in accordance with other applicable policies or laws.
6. In addition to the other consequences provided in this Policy, all employees who refuse to submit to an alcohol or drug test to be conducted under this Policy will be presumed to be positive for the presence of alcohol or a controlled substance for the purpose of all workers' compensation medical and indemnity benefits claims arising from the incidents or accidents leading to said testing. Refusals to test shall subject the commercial driver to immediate termination.

### Section 18: Refusal to submit (to an alcohol or controlled substances test) means that an employee:

- a. Failed to appear for any test (except a pre-employment test) within two hours of being directed to report by the Town's DER or designee. This includes the failure of an employee to appear for a test when called by a consortium or third-party administrator.
- b. Failed to remain at the testing site until the testing process is complete. Provided that an employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.



## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

- c. Failed to provide a urine specimen for any drug test or failed to attempt to provide a saliva or breath specimen for alcohol testing, required by this Policy or DOT agency regulations. Provided, that an employee who does not provide a urine specimen because he or she has left the testing site before the testing process commences (see 49 CFR Sec. 40.63(c) of the DOT regulations) for a pre-employment test is not deemed to have refused to test.
- d. In the case of a directly observed or monitored collection in a drug test, failure to permit the observation or monitoring of the employee's provision of a specimen.
- e. Failed to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
- f. Failed or declined to take a second test the Town, the Town's DER, or collector has directed the employee to take.
- g. Failed to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the shy bladder or shy lung procedures set forth in 49 CFR Sec. 40.193(d) of the DOT regulations. In the case of a pre-employment drug test, a covered employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment.
- h. Refused to allow collection of specimens for drug and/or alcohol testing by a treating medical facility during the course of treatment following an "accident" requiring post-accident testing, or refused to allow the Town access to medical records containing the results of such tests, or any attempt by an employee to block the release of such specimens or medical records;
- i. Failed to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process); or
- j. Is reported by the MRO as having a submitted or attempted to submit a verified adulterated, diluted, or otherwise altered or substituted specimen.

Any driver who has a verified positive controlled substances result, an alcohol concentration of .04 or greater, or refuses to submit to a test must also be evaluated by a Substance Abuse Professional at the employee's own expense, even if the employee is terminated by the Town, before obtaining a subsequent DOT-covered commercial driver position.

## Section 19: Drug/Alcohol Intervention

There are three good reasons why you should be concerned if any of your coworkers are using drugs or alcohol on the job:

1. Your health and safety may be at risk.



## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

2. Alcohol misuse and drug use costs money.
3. Alcohol misuse and drug use creates a negative work environment.

The U.S. Department of Labor has determined that drug and alcohol use on the job cost society and estimated 102 billion a year. Since most of this cost is passed on to you in the form of higher health insurance rates or in the prices you pay for things, drug and alcohol use on the job costs you and your fellow workers.

The U.S. Department of Labor has also determined that absenteeism among problem drinkers or alcoholics is 3.8 to 8.3 times greater than normal. If your fellow workers do not come to work, you may have to do their jobs in addition to your own.

Alcohol and/or drug abuse can also destroy relationships, lead to serious problems with the law (e.g., drunk driving), and even cause harm to the people you love. If drinking or using drugs affects your work life, it could lead to job loss and all of the financial problems that could follow. Please contact the HRD, or encourage a coworker to do so, if you suspect a problem.

## Section 20: Signs & Symptoms of Alcohol And/or Drug Abuse

Any one or more of the following signs may indicate a drinking or drug problem:

- Family or social problems caused by drinking or drug use.
- Job or financial difficulties related to drinking or drug use.
- Loss of consistent ability to control drinking or drug use.
- "Blackouts" or the inability to remember what happened while drinking or taking drugs.
- Distressing physical and/or psychological reactions if you try to stop drinking or taking drugs.
- A need to drink increasing amounts of alcohol to get the desired effect.
- Marked changes in behavior or personality when drinking or taking drugs.
- Getting drunk or high frequently.
- Injuring yourself - or someone else - while intoxicated or high.
- Breaking the law while intoxicated or high.
- Starting the day with a drink or drugs.

## Section 21: Available Resources for Resolving Problems Associated with Alcohol or Drug Abuse

Outpatient programs exist in a variety of settings:

1. Community mental health centers.
2. Family service agencies.
3. Private physicians and therapists' Offices.



## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

4. Occupational settings.
5. Specialized alcoholism/drug addiction treatment facilities.

Inpatient services, designed for those with more serious alcohol or drug addiction problems, can be found in hospitals, residential care facilities, community halfway houses, and some clinics.

An internet-based search will list helpful referral organizations such as (none of which are specifically recommended by the Town; treatment decisions are highly personal and made by the employee and their family):

U.S. Dept. of Health & Human Services Substance Abuse and Mental Health Service Administration	1-800- HELP (4357)
Alcoholics Anonymous	1-800-344-2666
M.A.D.D.	1-800-438-6233
AL-ANON Family Group Headquarters	1-800-356-9996

## Section 22: Confidentiality

All written reports and related information received by the Town, laboratories, employee leasing programs, drug and/or alcohol rehabilitation programs and their agents will be held in strict confidence and will not be disclosed except in accordance with the applicable federal, state, and/or local laws and regulations. Any other release of this information will be allowed only with the tested individual's consent. If an employee initiates a grievance, hearing, lawsuit or other action as a result of a violation of these rules, the Town may release relevant information to its legal counsel and the decision maker in said action.

The employer or its Service Agent shall maintain the records for a period of up to five years in accordance with the requirements of the DOT regulations in 49 CFR §382.401(b), as well as the applicable retention period under Florida's public records laws, and these records and will be provided to the following agencies and/or individuals under the following circumstances:

1. An employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substances tests. The Town will also release information regarding an employee's records as directed by the specific written consent of the employee authorizing the release of the information to an identified person. Release of such information by the person receiving the information is permitted only in accordance with the terms of the employee's specific written consent as outlined in the DOT regulations in 49 CFR § 40.321(b).
2. To the decision maker in a lawsuit, grievance, or administrative proceeding initiated by or on behalf of the employee, and arising from a positive drug or alcohol test or a refusal to test (including, but not limited to, adulterated or substituted test results) or this Policy (including, but not limited to, a worker's



## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

compensation, unemployment compensation, or other proceeding relating to a benefit sought by the driver). Additionally, an employer may disclose information in criminal or civil actions in accordance with the DOT regulations in 49 CFR § 40.323(a)(2).

3. The National Transportation Safety Board as part of an accident investigation.
4. Secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over the Town or its covered employees; or
5. A subsequent employer upon receipt of a written request from a covered employee.

## Section 23: Amendment & Severability

The Town may amend this Policy in any and all respects at any time. If any provisions in this Policy or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of the terms of this Policy and the application of any invalid or unenforceable provisions to other parties or circumstances, will not be affected thereby, and to this end the provisions of this Policy are severable.

## Section 24: Federal & State Laws and Regulation

Nothing in this Policy shall be presumed to override, amend, or change any requirements of state and/or Federal law. In the event any of the provisions of this Policy conflict with applicable laws and regulations, such laws and regulations will be deemed to control. All employees will notify the Town of any conviction of plea of guilty or nolo contendere to, any violation of any controlled substance law of United States or any other state for a violation occurring in the workplace no later than five (5) days after such conviction. Failure to report any such conviction within five (5) days shall result in termination of employment.



## Chapter 12 – Clean Indoor Air / Smoke-Free & Tobacco-Free Workplace

The Town provides a comfortable, productive, and healthy work environment for its employees. As a further step to ensure conformity to Florida's Clean Indoor Air Act, all Town owned/leased buildings and vehicles are entirely smoke-free and tobacco-free. Smoking, vaping, and tobacco use are strictly prohibited in all areas including without limitation, vehicles, hallways, restrooms, private offices, open indoor workspaces, waiting/reception rooms, conference/meeting rooms, lobby, lunchrooms, and all indoor community areas under the Town's ownership or control.

Under this policy, smoking means inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product or any vapor generating device.

For purposes of this policy, "tobacco products" include, but are not limited to cigarettes, cigars, chewing tobacco, and pipe smoking. Vapor-generating electronic device means any product that employs an electronic, a chemical, or a mechanical means capable of producing vapor or aerosol from a nicotine product or any other substance, including, but not limited to, an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or other similar device or product, any replacement cartridge for such device, and any other container of a solution or other substance intended to be used with or within an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or other similar device or product. "Vape" or "vaping" means to inhale or exhale vapor produced by a vapor-generating electronic device or to possess a vapor-generating electronic device while that device is actively employing an electronic, a chemical, or a mechanical means designed to produce vapor or aerosol from a nicotine product or any other substance.

All individuals are prohibited from smoking, vaping, or using tobacco products in any enclosed indoor workplace in the Town in accordance with Florida law. Enclosed indoor workplaces include any place that is predominantly or totally bounded on all sides and above by physical barriers. "Predominately" generally refers to coverage of more than 50%. Employees unsure of an acceptable location for smoking should consult their supervisor.

Employees who witness individuals smoking, vaping, or using tobacco products in an enclosed indoor workplace must request the individual immediately extinguish the device or dispose of the product. If the employee is not comfortable confronting another employee or a citizen about the violation, he or she should immediately seek assistance from his or her supervisor or any member of management if the supervisor is unavailable.

To ensure a professional appearance, employees are also prohibited from smoking, using tobacco products, or vaping on Town property during working hours or while on paid time, as well as while using Town vehicles.



## TOWN OF LOXAHATCHEE GROVES

### ***HUMAN RESOURCES POLICY MANUAL***

Employees who violate this policy may be subject to disciplinary action up to, and including, immediate termination. The Town will not retaliate against any employee who makes a good faith report of suspected violations of this policy.

DRAFT





## Chapter 13 – Workplace Bullying Policy

The Town defines bullying as repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment.

The purpose of this policy is to communicate to all employees, including Department Directors, that the Town will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including dismissal from employment.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when administering discipline.

**The following types of behavior are examples of bullying:**

- Verbal bullying: Slandering, ridiculing, or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the target of jokes; abusive and offensive remarks.
- Physical bullying: Pushing, shoving, kicking, poking, tripping, assault, or threat of physical assault; damage to a person's work area or property.
- Gesture bullying: Nonverbal threatening gestures or glances that convey threatening messages.
- Exclusion: Socially or physically excluding or disregarding a person in work-related activities.

Employees who believe they have been subjected to bullying behavior must report the incident immediately to the Department Director, HRD, or the Town Manager.



## Chapter 14 – Violence In the Workplace

Town employees are prohibited from committing any act of workplace violence. All employees, customers, vendors, and business associates must be treated with courtesy and respect at all times. Employees are expected to refrain from conduct that may be dangerous or threatening to others.

Conduct that threatens, intimidates, or coerces another employee, customer, resident, vendor, or business will not be tolerated. Town resources shall not be used to threaten, stalk, or harass anyone at the workplace or outside the workplace. The Town treats threats coming from an abusive personal relationship as it does other forms of violence.

**Workplace violence includes, but is not limited to;** beating, stabbing, suicide, shooting, rape, attempted suicide, psychological trauma (e.g., threats, obscene phone calls, an intimidating presence, being followed, etc.). Examples of behaviors that are strictly prohibited include, but are not limited to:

- Causing physical injury to another person.
- Making threatening or intimidating remarks.
- Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress.
- Intentionally damaging employer property or property of another employee.
- Possession of a firearm or weapon in violation of the Town's Firearms or Weapons Policy;
- Committing acts motivated by, or related to, harassment or domestic violence.

The workplace includes any location, either permanent or temporary, where an employee performs any work-related activity or duty. This includes, but is not limited to, the buildings and their surrounding perimeters, including the parking lots, field locations, all areas throughout the Town and traveling to and from work assignments.

Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities must be reported immediately to the HRD or the Town Manager. In certain instances, the employee may need to call 911 before contacting the administration. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident.

Employees should promptly inform the HRD of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns with regard to domestic violence. The Town will not retaliate against employees making good-faith reports. The Town is committed to supporting victims of domestic violence by providing referrals to The Town's Employee Assistance Program (EAP).

The Town will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The Town will not retaliate against employees making good faith reports of violence, threats or suspicious individuals or activities.



## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

Anyone found responsible for threats of or actual violence or other conduct that is in violation of this policy will be subject to prompt disciplinary action up to and including termination of employment.

The Town encourages employees to bring workplace disputes to the attention of their supervisor or the HRD before the situation escalates. The Town will not discipline employees for raising such concerns.

If an employee believes that another Town employee or Elected Official may be acting in violation of this Policy, s/he must immediately report the violation to the HRD or the Town Manager.

### Firearms & Weapons

The Town has a “Zero Tolerance” philosophy with regards to the possession by any employee, of any dangerous/deadly weapon on Town property or job sites, (including in one’s desk, Town vehicle, rented or leased equipment or property, lockers, road, drainage works, or park, etc.). This includes, but is not limited to, any firearm, blunt instrument, brass knuckles, exploding devices, or any other object that can cause bodily injury, serious bodily injury, or death. This includes items such as cutting utensils, screwdrivers, pepper spray, and other tools that may be considered deadly weapons when these objects are used in a violent, offensive, or threatening manner. Employees utilizing tools in the course of their day-to-day job duties will not be subject to this policy, unless the tool is used in a violent, offensive, or threatening manner.

In accordance with §790.251 Florida Statutes states an employee may keep a lawfully possessed legally owned firearm locked inside or locked to a private motor vehicle while the vehicle is in a Town parking lot and the employee is lawfully on Town property.

Persons possessing a “Concealed Weapons Permit” or who are otherwise authorized by law to carry a concealed weapon shall not be allowed to bring weapons onto Town property, facilities, or worksites, etc. in accordance with Florida law. Employees are prohibited from carrying firearms and ammunition during and in the course of performing their duties. The only exception to this rule applies to law enforcement personnel acting on behalf of the Town.

Cooperation from employees may be requested in agreeing to conduct a search of personal property such as briefcases, purses, and packages brought onto a job site or Town facility. Unattended, unidentifiable containers or packages may be subject to removal if thought to be of a suspicious nature. Employees may be asked or directed to move personal property, if the employee is unwilling to agree to a search. Refusal to comply may be grounds for disciplinary action.

All illegal items may be taken into custody and be given to law enforcement.

Any violation of Town policy or refusal to submit to a lawful inspection for the presence of a weapon on Town property may result in disciplinary action up to and including termination.

This policy is interpreted in compliance with the “Preservation and Protection of the Right to Keep and Bear Arms in Motor Vehicles Act of 2008,” Florida Statute Section 790.251, as amended from time to time.

A license or other authorization to carry a concealed weapon or firearm lawfully issued under Florida Statute Section 790.06, Florida Statutes, does not authorize any person to openly carry a handgun or carry a



## TOWN OF LOXAHATCHEE GROVES

### ***HUMAN RESOURCES POLICY MANUAL***

concealed weapon or firearm into any meeting of the Town's Council, pursuant to Florida Statute Section 790.06 (12)(a)(7).

DRAFT



## Chapter 15 – Anti-Discrimination, Harassment, and Retaliation Policy

The Town does not tolerate unlawful discrimination, harassment, or retaliation of any of our employees, customers, vendors, suppliers, or independent contractors. Any form of discrimination, harassment, or retaliation which violates applicable federal, state, or local law, including, but not limited to discrimination or harassment related to same sex harassment or an individual's race, color, religion, sex, age, national origin, ancestry, marital, veterans or military status, disability, genetic information, sexual orientation, gender identity or expression, pregnancy, or any other protected status in accordance with applicable law is a violation of this policy and will be treated as a disciplinary matter. For these purposes the term "harassment" is based upon any categories protected by law and generally includes category and includes (without limitation): slurs and any other offensive remarks; jokes other verbal, graphic, or physical conduct; leering, making offensive gestures, display objects or pictures, cartoons, or posters degrading a protected category; sexual advances, propositions, or requests; verbal abuse, graphic verbal commentaries or degrading words used to describe individual's protected category; suggestive or obscene letters, notes, or invitations; or physical conduct, such as touching, assault, battery, impeding, or blocking movements. Concerns about what constitutes harassing or discriminatory behavior should be directed to the HRD or Town Manager.

Violation of this policy will subject an employee to disciplinary action, up to and including termination. If you feel that you are being discriminated against, harassed, or retaliated against by another employee, you must immediately contact the HRD or the Town Manager. You may be assured that you will not be penalized in any way for reporting a harassment problem in good faith.

All complaints of unlawful discrimination, harassment, or retaliation which are reported to management will be investigated as promptly as possible and corrective action will be taken where warranted. The Town prohibits employees from hindering internal investigations and internal complaint procedures.

All complaints of unlawful harassment, discrimination, or retaliation which are reported as provided herein will be treated with as much confidentiality as possible, consistent with the need to conduct an adequate investigation.

Discrimination, harassment, or retaliation of employees in connection with their work by non-employees may also be a violation of this policy. Any employee who experiences harassment by a non-employee, or who observes harassment of an employee by a non-employee must immediately report such discrimination or harassment to the HRD or the Town Manager. Appropriate action will be taken against violation of this policy by any non-employee.

Discrimination or Harassment of our customers or employees of our customers, vendors, suppliers, or independent contractors, by our employees is also strictly prohibited. Such harassment includes sexual advances, offensive verbal or physical conduct based on a protected category, inappropriate comments based on a protected category, and insults based on a protected category. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination.



## TOWN OF LOXAHATCHEE GROVES

### ***HUMAN RESOURCES POLICY MANUAL***

Your notification of the problem is essential. The Town cannot resolve a discrimination or harassment problem without becoming aware of the situation. Therefore, it is your responsibility to bring those kinds of problems to our attention immediately so that the Town can take appropriate steps to correct the problem.

Allegations of discrimination, harassment, or retaliation against the HRD shall be reported to the Town Manager. Allegations of discrimination or harassment against the Town Manager shall be reported to the Town Attorney who shall notify the Town Council. If the Town finds that an employee has violated the Town policy, appropriate disciplinary action will be taken, up to and including termination of employment.

DRAFT



## Chapter 16 – Whistleblower

The Town protects whistleblowers from retaliation where their allegations could legitimately support claims of violations contemplated by law. The Town will comply with all applicable Federal and State laws.

A whistleblower as defined by this policy is an employee of the Town who discloses information on their own initiative in a written and signed complaint; who is requested to participate in an investigation, hearing, or other inquiry conducted by any agency or federal government entity; or who refuses to participate in any adverse action prohibited by this section; or who initiates a complaint; or an employee who files any written complaint to their supervisory officials (Department Director, HRD, or Town Manager) or an employee who submits a complaint to the Chief Inspector General in the Executive Office of the Governor, to the Palm Beach County Ethics Commission, or to the Florida Commission on Ethics who reports an activity that s/he believes to be: (1) a violation of any federal, state, or local law, rule or regulation committed by an employee, agent or independent contractor of the Town which creates and presents a substantial and specific danger to the public's health, safety, or welfare; or (2) an act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, or gross neglect of duty committed by an employee, agent or independent contractor of the Town.





## Chapter 17 – E-Mail, Internet, and Social Media

---

### Section 1: Internet/E-Mail/Devices

---

The Town's Internet, electronic-mail systems, and devices are intended to facilitate Town business objectives and communication among employees, customers, and other governmental and business associates for messages, memoranda, research, or other work-related tasks.

The internet, e-mail systems, and devices are Town property and are intended for Town business. The systems and devices are not to be used for employee personal reasons or personal gain or to access, support, or advocate non-Town related business or purposes. All data and/or electronic messages created, received, or transmitted within the system or device are the property of the Town. E-mail messages may need to be retained as public records depending on their content. If so, the Department of State Records retention schedules shall apply.

In addition, the Town, through its managers and supervisors, will review the contents of any employee's internet/e-mail communications when necessary for Town business purposes. However, employees may not intentionally intercept, eavesdrop, record, read, alter, or receive other persons' internet/e-mail messages without proper authorization. Employees who misuse internet/e-mail/device privileges shall be subject to discipline up to and including dismissal from employment.

All Department Directors are responsible for the implementation and adherence of this policy within their department. Department Directors (or their designees) are encouraged to work with their entire staff toward that end. In the event that any Department policy contradicts this policy, this policy shall govern.

### Section 2: Confidentiality

---

Although confidential passwords are issued, users will be aware that this does not suggest that systems are for personal confidential communication, nor does it suggest that access to and use of Town internet/e-mail/device is the property right of the employee. Passwords should be changed every six (6) months to ensure the security of the e-mail system. Users should not share their password with anyone else. The internet/e-mail systems and devices are restricted to Town business-related usage only.



## Section 3: Prohibited Uses

The Town's internet/e-mail systems and devices shall not be used to create, access, or transmit any offensive, inappropriate, or disruptive messages or data. Examples of messages or data which are considered offensive, inappropriate, or disruptive include any message, video, or data which contain sexual implications, pornography, racial slurs, gender specific content, or any other comment that offensively or inappropriately addresses someone's race, age, sexual orientation, religious or political beliefs, national origin, gender identity or expression, genetic information, or disability or any other category protected by federal, state, or local law. Employees are also prohibited from using the Town's internet/e-mail systems and/or devices to engage in inappropriate workplace behavior, such as online dating or gambling.

Incidental and occasional personal use of Town systems and devices is permitted, but information and messages stored in the Town's systems and devices will be treated as business-related and may be viewed by the Town at any time with or without prior notice.

All users of the internet/e-mail systems and devices are subject to discipline, including dismissal from employment, pursuant to the Town personnel policies handbook and all applicable state, federal, and local laws.

## Section 4: Social Networking, Social Media & Blogging

The Town takes no position with respect to an employee's decision to engage in social networking, social media, or to start or maintain a blog. However, it is the right and duty of the Town to protect itself from unauthorized disclosure of information. Unless specifically authorized by the Town to do so as part of employee's position (and with Town Manager approval), employees are not permitted to blog or use other forms of social networking, media, or technology on the internet during working hours or at any time on Town computers or other Town-supplied devices. Blogging or other forms of social media or technology include, but are not limited to, video or wiki postings, chat rooms, personal blogs, or other similar forms of online journals, diaries, or personal newsletters (e.g., Facebook, Myspace, X—formerly twitter, LinkedIn, YouTube, LiveJournal, Snap Chat, Instagram, Tik Tok, etc.) not affiliated with the Town. Employees are prohibited from linking from a personal blog or social media site to the Town's internal or external web site. Town-licensed software or other electronic equipment, Town facilities or Town time, to conduct personal blogging, social networking, or to use other social media for non-Town business. Employees are not authorized to speak on behalf of the Town using any personal social media, social networking or other personal sites.

Unless specifically instructed, employees are restricted from speaking on behalf of the Town. Employees must protect any information deemed confidential by the Town, regarding its employees, and residents. Employees are prohibited from disclosing such information to which employees have access through their Town position. However, nothing herein shall limit an employee's right to express his or her opinions on matters of public concern related to political, social, or other non-personal concerns in the community.



## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

Additionally, nothing herein shall be construed as an attempt to infringe upon an individual's rights under federal, state, or local law.

Bloggers and users of social media and networking sites are personally responsible for their commentary and may be held personally liable for commentary, media, or photography that is considered defamatory, obscene, proprietary, or libelous by any offended party.

Employees may not use blogs or social media to harass, threaten, discriminate, or disparage employees or anyone associated with or doing business with the Town, in accordance with applicable law. If an employee chooses to identify himself or herself as an employee of the Town, some readers may view the employee as a spokesperson for the Town. Because of this possibility, employees must state that the views expressed in their blogs, postings, and other social media outlets are their own and not those of the Town, or of any person or organization affiliated or doing business with the Town.

If the Town engages in social networking activities as an organization for a public purpose, all such communications by employees must maintain and reflect the Town's standards of professionalism. Communications must strictly adhere to the Town's policies regarding confidentiality and refrain from disclosure of information exempt and/or confidential under the public records laws.

The Town's social media pages are subject to Florida's public records law, which is broadly construed. Florida's public records law extends to websites, blogs, and social media sites, including personal messaging.

## Section 5: Cell Phone Policy

The Town discourages the use of cell phone devices in certain situations, while prohibiting such use in others, to promote safety, efficiency, and productivity in the workplace. Employees who violate this policy may be subject to disciplinary action, up to and including, immediate termination.

### 1. Restrictions While Driving

Employees are prohibited from using communications devices, including headsets, headphones, earbuds, or other listening devices, while driving a Town vehicle or while operating Town equipment. Texting or using a mobile device while operating Town equipment is prohibited.

### 2. Restrictions During Business Hours

All cell phone devices, whether personally owned or issued by the Town, should be placed in either vibrate or silent modes during meetings. During the meeting, employees should only utilize the cell phone to obtain urgent information relating to the meeting or operations of the Town, or for emergency use. Emergency use is generally related to a threat to the health or safety of a colleague, family member or citizen. Use of personal cell phones during business hours is generally prohibited, except when the employee is on an authorized break and away from their workstation, customers, or residents. Employees are prohibited from using a personal cell phone when actively engaged with the citizens or the public except when absolutely necessary. Employees are prohibited from using a personal cell phone at any time during customer interaction.



## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

#### **3. Town-Issued Devices**

Employees who have been provided with a Town-issued cell phone shall operate the device within the terms of the contract to avoid overage charges. Broken or unusable devices shall be returned to the HRD for reorder or repair. Employees are prohibited from directly contacting the service provider. Employees should be aware that information sent, received, or stored on Town issued devices relating to Town business is subject to Florida's Public Records law. Such records will be treated like any other public record and shall be retained by the Town using the appropriate records retention schedule as set forth in the State's General Records Schedules in a manner in which they are accessible to the public when requested.

#### **4. Using Personal Devices for Town Business**

Employees should be aware that information sent, received, or stored on personal cell phone or other device which relates to Town business is subject to Florida's Public Records law, regardless of the fact that it is sent, received, or stored on such personal device. Such records will be treated like any other public record and shall be retained by the Town using the appropriate records retention schedule as set forth in the State's General Records Schedules in a manner in which they are accessible to the public when requested.



## Chapter 18 – Continuing Education and Travel

### Section 1: Tuition Reimbursement

Employees employed by the Town for a minimum of twelve (12) continuous months prior to the date on which the employee makes the request for participation are eligible for education reimbursement.

Reimbursement is applicable only to educational classes offered by a college, university, or community college that has been accredited by the Southern Association of Colleges and Schools, another regional accrediting agency, the Accrediting Council for Independent Colleges and Schools, or an accrediting agency or association that is recognized by the database created and maintained by the United States Department of Education.

Any employee employed by the Town for a minimum of twelve (12) continuous months prior to the date on which the employee makes the request for participation is eligible for education reimbursement, at the sole discretion of the Department Director and the Town Manager and their prior written approval may receive leave and/or financial reimbursement to cover a portion of certain educational expenses provided:

- A. Adequate funds are available in the budget of the department to which the employee is assigned or available for educational funds allocated for such purposes.
- B. Completion of such educational classes will generally improve the employee's skills, knowledge and/or ability to carry out job assignments, and otherwise directly relates to the employee's current employment or promotional opportunities with the Town.
- C. Upon successful completion of a course in an approved class, an employee may apply for tuition reimbursement, which shall be reimbursed at 50% of the state prevailing rate for the course. Successful completion means a rating of "C" or higher or a "Pass" rating in a pass/fail course.
- D. If the employee leaves the employment of the Town for any reason within two (2) years after completion of such educational course(s), the employee will reimburse the Town for all Town funds invested in such educational course(s). Employees who receive funds under this section will be required to sign a promissory note (a written promise to pay) to enable collection efforts if an employee leaves the employ of the Town for any reason within two (2) years after completion of educational courses covered under this section.

Records of satisfactory completion shall be placed in the employee's personnel file.



## **Section 2: Continuing Education / Certification Leave and Reimbursement**

---

### **Continuing Education/Certification Leave**

Eligible employees may request up to forty (40) hours leave per fiscal year of Continuing Education or Certification Leave for the purpose of meeting continuing education and/or certification credit requirements for certifications or licenses required by the employee's job description.

This leave may be used on-site to complete web-based programs or off-site to attend conferences or educational seminars designed to provide the required continuing education and/or certification credits.

### **License Reimbursement**

Employees required to maintain certain licenses as a requirement of their employment with the Town shall be permitted to submit for reimbursement of such license renewal within thirty (30) days of renewing such license. For example, Town employees required to maintain a State of Florida issued CDL license for their position may be reimbursed for the cost of the renewal but will not be provided paid leave to obtain the renewal. Failure to submit for reimbursement within thirty (30) days of renewing the license shall result in forfeiture of the reimbursement.

The employee must remain actively employed by the Town for a minimum of one year following the time of reimbursement for the license.

Employees who are overpaid or who are separated from the Town for any reason (whether resignation, termination or otherwise) prior to the expiration of the required obligation period will pay back the Town for the reimbursement received. The Town may recoup the funds through payroll deductions and/or through other such collection means the Town elects to use in accordance with applicable wage and hour laws.

### **Direct Payment**

The Town may require certain employees to attend on-site training funded by the Town. The Town Manager may require certain employees on an as-needed basis to attend various training, licensure or certification courses and exams at the Town's expense so long as the training, licensure or certification is designed to enhance the employee's skills as to the current position or for advancement within the Town. Such approval is subject to the budget and any related purchasing requirements. Should an employee fail to successfully complete the training, licensure or certification, the Town shall not make further payment toward such training, licensure, or certification on behalf of the employee.



## TOWN OF LOXAHATCHEE GROVES

### HUMAN RESOURCES POLICY MANUAL

## Section 3: Travel

Travel is generally defined as transportation for Town business in excess of an employee's regular commute to his or her work location. Town approved travel includes travel for official Town business from home or regular location of employment to another destination and return to home or regular location of employment. Town approved travel does not include commuting between home and the regular location of employment.

Travel must be authorized in advance by the employee's supervisor and may require additional approvals. Employees must receive proper authorization for travel, food costs, and related activities prior to commencement of any travel, and provide appropriate documentation upon conclusion of travel. Authorized travel expenses and costs will be paid for directly by the Town or reimbursed to the employee in accordance with the Town's travel policy.



## **Employee Acknowledgements General Acknowledgement**

---

This HRPM and related personnel policies and procedures describe important information about the Town of Loxahatchee Groves, and I understand that I should consult with my immediate supervisor or the Town Manager regarding any questions not answered in this Policy Manual or any Town personnel policies and procedures.

I have entered into my employment relationship with the Town of Loxahatchee Groves voluntarily and hereby acknowledge that my employment is at will and that there is no specified length of employment. Accordingly, either the Town of Loxahatchee Groves or I may terminate the employment relationship at will at any time, with or without cause, so long as there is no violation of applicable federal or state law.

Because the information, policies, procedures, and benefits described in this Policy Manual and elsewhere are subject to change as needed, I acknowledge that revisions to the foregoing may occur, except to the employment-at-will policy. Any such changes will be communicated as soon as possible after the change is implemented. I also understand that revised information may supersede, modify, or eliminate existing policies and procedures. I also understand that only the Town Council has the ability to adopt revisions to the rules, policies, and procedures in this Policy Manual.

\_\_\_\_\_Employee Initials

### **Drug Free Workplace Policy Acknowledgement**

I acknowledge that I received a copy of the Drug-Free Workplace Policy. I understand it is my obligation to read and understand the policy and that failure to comply with the policy shall subject me to disciplinary action up to, and including, termination which may result in forfeiture of my workers' compensation and unemployment compensation benefits.

\_\_\_\_\_Employee Initials

**TOWN OF LOXAHATCHEE GROVES****HUMAN RESOURCES POLICY MANUAL****DOT Drug/Alcohol Testing Policy for Commercial Drivers****Commercial Driver Certificate of Receipt and Acknowledgement of Policy**

I \_\_\_\_\_, have received a copy of the Town's DOT Drug/Alcohol Testing Policy for Commercial Drivers. I understand and agree that it is a condition of my employment to abide by the Policy at all times and that violations may subject me to immediate termination.

I further understand and agree that this Acknowledgement is not a contract of employment for any specific duration of time and that I or the Town may discontinue the employment relationship at any time without notice or cause.

\_\_\_\_\_  
Employee Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Employee Printed Name\_\_\_\_\_  
Date**Equal Employment Opportunity and Anti-Discrimination and Anti-Harassment Acknowledgment**

I acknowledge that I must always abide by these policies during my employment and that any failure to abide by them constitutes misconduct connected with employment, as defined by Florida Statute Chapter 443, and shall subject me to immediate termination.

I specifically acknowledge and agree that I will report any inappropriate or questionable behavior that I witness or experience to the Human Resources Designee or the Town Manager immediately. I understand that failure to report such behavior immediately may subject me to immediate termination for misconduct connected with employment.

\_\_\_\_\_  
Employee Initials

**TOWN OF LOXAHATCHEE GROVES****HUMAN RESOURCES POLICY MANUAL****E-Mail, Internet and Social Media Acknowledgment and Waiver**

I acknowledge that I have received a copy of the E-Mail, Internet, and social media Policy contained in this Policy Manual. I understand that my use of the E-mail and Internet system constitutes my consent to all the terms and conditions of that policy.

In particular, I understand that (1) the E-mail system and all information transmitted by, received from, or stored in that system are the property of the Town, (2) the system is to be used only for business purposes and not for personal purposes, and (3) I have no expectation of privacy in connection with the use of the E-mail system, the Internet, or devices, or with the transmission, receipt, or storage of information in such systems or devices.

I agree not to use code, access a file, or retrieve stored communications unless authorized. I acknowledge and consent to the Town monitoring my use of the E-mail system and the Internet at any time at its discretion, including printing and reading all E-mails or other electronic data entering, leaving, or stored in the system.

I further waive all rights and privileges with respect to any and all information, communications, files, and records transmitted through and residing on such systems.

\_\_\_\_\_Employee Initials

**Conflict of Interest and Code of Ethics Policy**

I understand and agree that I must abide by the Conflict of Interest and Code of Ethics Policy. I have been provided training on my obligations and understand that I am subject to both the State of Florida Code of Ethics and the Palm Beach County Code of Ethics, as amended from time to time. Violation of this policy may lead to immediate termination and investigation, or other penalties imposed by outside organizations.

\_\_\_\_\_Employee Initials

Furthermore, I acknowledge that this manual of rules, policies and procedures is neither a contract of employment nor a legal document. I have received the manual and understand that it is my responsibility to read and comply with the policies contained herein and any revisions made hereafter.

Dated \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Employee Printed Name

\_\_\_\_\_  
Witness Printed Name

**TOWN OF LOXAHATCHEE GROVES****HUMAN RESOURCES POLICY MANUAL****Loyalty Oath**

I also understand that as a condition of appointment and as required by State law, I must take the following Loyalty Oath as prescribed by Section 876.05(1), Florida Statutes:

I, \_\_\_\_\_, a citizen of the State of Florida and of the United States of America or a resident alien and being employed by or an officer of the Town of Loxahatchee Groves, and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida **and the Charter of the Town of Loxahatchee Groves.**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this (numeric date) this (numeric date) day of (month), (year), by (name of person making statement).

(NOTARY SEAL)

(Signature of Notary Public-State of Florida)

(Name of Notary Typed, Printed, or Stamped)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_



## TOWN OF LOXAHATCHEE GROVES

### ***HUMAN RESOURCES POLICY MANUAL***

DRAFT



## APPLICATION FOR TUITION REIMBURSEMENT

Name (print): \_\_\_\_\_ Telephone: \_\_\_\_\_

Position: \_\_\_\_\_

I request approval to enroll in course: \_\_\_\_\_

**\*(Please attach course description)**

at (Institution) \_\_\_\_\_

beginning \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Ending \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Number of Credits \_\_\_\_\_ @ amount per credit(s) \_\_\_\_\_ Time of class(es) \_\_\_\_\_

I am taking the course (check below):

\_\_\_\_ Toward a(n): ☐ Associate's ☐ Bachelor's ☐ Master's ☐ Doctorate in the  
following course of study (*be specific*): \_\_\_\_\_

To enhance my skills for my present position. \_\_\_\_\_

For career redirection or advancement.

Tuition for the Course \$ \_\_\_\_\_

Enrollment Fees \$ \_\_\_\_\_

Cost of Required Books \$ \_\_\_\_\_

1. Is the course required to meet minimum educational requirements for your current job?☐ Yes ☐ No2. Does the course provide us with the capability of qualifying for a new job?☐ Yes ☐ No

If you answered yes to either #1 or #2, briefly provide an explanation as to how the course is either required to meet minimum educational requirements for your current job or provides you with the capacity to qualify for a new job.

\_\_\_\_\_  
\_\_\_\_\_

**TOWN OF LOXAHATCHEE GROVES****HUMAN RESOURCES POLICY MANUAL****APPROVAL OF COURSEWORK**

Department Head Signature: \_\_\_\_\_ Date: \_\_\_\_\_

HRD Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Town Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**By signing I agree to the following:**

I have read, understand, and agree to comply with the provisions of the Town of Loxahatchee Groves' Tuition Reimbursement Policy. I will only receive reimbursement for approved coursework as outlined in the Town's Tuition Reimbursement Policy.

I also understand that if I voluntarily or involuntarily separate from the employment of the Town within two (2) years of satisfactory completion of the course work for which I have been reimbursed, the agreed amount of the cost of educational course will be considered only a loan. Accordingly, I will be required to reimburse the educational course expense in full prior to my last date of employment, or through such other collection means as the Town agrees.

As such, I hereby give the Town of Loxahatchee Groves an express line on all salaries, wages, and other sums payable to me by the Town of Loxahatchee Groves for the purpose of securing the Town for the payment of any amount which may become due from me. I hereby authorize the Town to deduct said amount from any sums payable to me for salaries, wages, expense reimbursements or otherwise. Moreover, I specifically authorize the Town to retain sums payable to me in the form of salaries, wages, and other sums on or before issuance of my final paycheck, subject to any restrictions under Federal and State wage and hour laws.

Proof of registration, receipts for tuition, enrollment fees and required books as well as the official school grade report and documentation of outside financial assistance will be required before reimbursement can be approved (please attach).

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**TOWN OF LOXAHATCHEE GROVES****HUMAN RESOURCES POLICY MANUAL****APPROVAL FOR PAYMENT**

Course completed: \_\_\_\_\_

Grade attained: \_\_\_\_\_

Education Reimbursement \_\_\_\_\_ %

Eligible for: \$ \_\_\_\_\_ ☐ Taxable ☐ Non-Taxable

Finance Director Signature: \_\_\_\_\_

Date: \_\_\_\_\_

HR Use Only

Tuition: \_\_\_\_\_

Enrollment: \_\_\_\_\_

Books: \_\_\_\_\_

Finance Use Only

Amount Paid Y-T-D: \_\_\_\_\_

Estimated Pending: \_\_\_\_\_

Total Pending: \_\_\_\_\_

Available: \_\_\_\_\_

Estimated Amount Available if 100% \_\_\_\_\_

**TOWN OF LOXAHATCHEE GROVES****HUMAN RESOURCES POLICY MANUAL****Town of Loxahatchee Groves Beneficiary Designation Form**

Please complete this form accurately and return it to the Human Resources Department. Make sure to keep your beneficiary designation up-to-date in case of any changes in your personal circumstances.

**Employee Information:**

Name: \_\_\_\_\_

Department: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Date of Hire: \_\_\_\_\_

I, \_\_\_\_\_, hereby designate the following individual(s) as my beneficiary(ies) to receive any final paycheck or funds owed in the event of my death.

**Beneficiary Information:****Primary Beneficiary**

Name: \_\_\_\_\_

Relationship to Employee: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Secondary Beneficiary**

Name: \_\_\_\_\_

Relationship to Employee: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Signature:**

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Witness Signature (if required):**

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF FLORIDA

DATED this \_\_\_\_\_ day of, 20 \_\_\_\_

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ who is personally known to me or who has produced a Florida Driver's License as identification.

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE\_\_\_\_\_  
NOTARY PUBLIC SEAL

## TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



### AGENDA MEMO

**TO:** Town Council

**FROM:** Jacek Tomasik, Building Official

**VIA:** Francine Ramaglia, Town Manager

**DATE:** September 3, 2024

**SUBJECT:** *Resolution No. 2024-61 – Approval of Building Department Permit Refund Policy*

---

#### Background:

The policy is to establish Refund amounts for Permit and Plan Review Fees and ensure transparency, consistency, and efficiency in managing refund requests while aligning with the town's financial and statutory regulatory objectives.

- The policy establishes the procedure for request, process and approval or denial of the refund
- The policy applies to building and other permits applied for where full or partial payment was received and the department received requested for permit to be cancelled.
- The policy establishes three (3) levels of refunds based on the status of the permit or permit application
- The policy establishes the maximum amount of the fees to be retained by the Town.

**Recommendations:** Move that Town Council adopt *Resolution No. 2024-61* approving the Permit Refund Policy for the Building Department.

## RESOLUTION NO. 2024-61

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE IMPLEMENTATION OF A BUILDING DEPARTMENT PERMIT FEE REFUND POLICY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Loxahatchee Groves recognizes the need to establish a clear and consistent policy for the refund of building permit fees; and

**WHEREAS**, the Building Department has developed a Permit Fee Refund Policy (attached as Document #01-24) to provide guidelines and procedures for processing such refunds; and

**WHEREAS**, the Town Council finds that the adoption of this policy serves a valid public purpose by ensuring fairness and transparency in the handling of permit fee refunds.

**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 authorizes the Building Department to implement and enforce the Permit Fee Refund Policy as attached as Document #01-24.

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

Councilmember \_\_\_\_\_ offered the foregoing Resolution. Councilmember \_\_\_\_\_ seconded the Motion.

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 3 DAY OF SEPTEMBER 2024.**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

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

\_\_\_\_\_  
*Voted:*  
Mayor Anita Kane, Seat 3

\_\_\_\_\_  
*Voted:*  
Vice Mayor Margaret Herzog, Seat 5

APPROVED AS TO LEGAL FORM:

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

\_\_\_\_\_  
*Voted:*  
Councilmember Phillis Maniglia, Seat 1

\_\_\_\_\_  
*Voted:*  
Councilmember Laura Danowski, Seat 2

\_\_\_\_\_  
*Voted:*  
Councilmember Robert Shorr, Seat 4



### **Town of Loxahatchee Groves**

155 F Road Loxahatchee Groves, FL 3347

Phone: 561.807.6675 Fax: 561.793.2420

[www.loxahatcheegrovesfl.gov](http://www.loxahatcheegrovesfl.gov)

## **BUILDING DEPARTMENT POLICY & PROCEDURE Document #01-24**

**FROM:** Building Official, Jacek Tomasik

**EFFECTIVE DATE:** August 2, 2024

**PROCEDURE:** Building Permit and Plan Review Fee Refunds

### **PROCEDURE**

1. The contractor or property owner must submit a permit termination request via email.
2. The "No Work Done" inspection must be approved before processing the request.
3. Refund requests must be submitted with proof of payment
4. Refund can be processed up to 1 year from the permit application date

### **POLICY**

Refunds should be processed and issued in accordance with Town Administrative Purchasing Policy & Procedures.

Building Permit and Plan Review Fee refunds shall be issued as follows:

1. **Before any plan review** – refund 100% of the Plan Review Fee and 50% of the Building Permit Fee. Regardless of the amount of the Permit Fee, the Town shall retain no more than \$3,000.00.
2. **After any plan review but before issuance of the permit** - refund 50% of the Building Permit Fee only. Regardless of the amount of the Permit Fee, the Town shall retain no more than \$3,000
3. **After permit issuance and before the commencement of construction** - refund 50% of the Building Permit fee only. Regardless of the amount of the Permit Fee, the Town shall retain no more than \$5,000


**Town of Loxahatchee Groves**

155 F Road Loxahatchee Groves, FL 3347

Phone: 561.807.6675 Fax: 561.793.2420

[www.loxahatcheegrovesfl.gov](http://www.loxahatcheegrovesfl.gov)

## **REFUND REQUEST FORM**

**All refund requests are to be submitted with proof of payment.**

**Refunds are processed up to 1 year from the Permit Application Date**

PERMIT NUMBER: \_\_\_\_\_

PROJECT ADDRESS: \_\_\_\_\_

APPLICANT NAME: \_\_\_\_\_

APPLICANT ADDRESS: \_\_\_\_\_

APPLICANT TELEPHONE NUMBER: \_\_\_\_\_

REASON FOR REFUND: \_\_\_\_\_

LIST SUB PERMITS RELATED TO THIS PERMIT (IF ANY): \_\_\_\_\_

APPLICANT'S SIGNATURE &amp; DATE \_\_\_\_\_

PRINT APPLICANT'S NAME \_\_\_\_\_

### **OFFICE USE ONLY**

DATE FEE PD OR PERMIT ISSUED: \_\_\_\_\_ IN THE AMOUNT OF: \_\_\_\_\_

WORK WAS STARTED OR INSPECTION COMPLETED: \_\_\_\_\_

PAYEE NAME: \_\_\_\_\_

PAYEE ADDRESS: \_\_\_\_\_

AMOUNT REFUNDED: \_\_\_\_\_ TYPE OF FEE: \_\_\_\_\_

WHY WAS IT REFUNDED: \_\_\_\_\_

DATE: \_\_\_\_\_

☐ APPROVED

☐ DISAPPROVED

 \_\_\_\_\_  
BUILDING OFFICIAL



## TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



### AGENDA MEMO

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

**FROM:** Francine Ramaglia, Town Manager

**DATE:** September 3, 2024

**SUBJECT:** Approval of Resolution No. 2024-63 - Social Media Policy for Elected Officials, committee members and other appointed officials

---

#### **Background:**

In light of the recent Supreme Court decision in *Lindke v. Freed*, we have developed a social media policy for elected officials, committee members and other appointed officials of the Town. This policy aims to provide clear guidelines on the use of social media for both personal and governmental purposes, ensuring compliance with the latest legal standards and promoting transparency and accountability.

The *Lindke v. Freed* case established a two-part test to determine when a public official's conduct on social media constitutes state action. This decision underscores the importance of distinguishing between personal and official use of social media and ensuring that officials do not engage in viewpoint discrimination.

The social media policy outlined in *Resolution No. 2024-63* provides guidance on how to

1. manage personal v. official accounts appropriately.
2. prevent viewpoint discrimination
3. comply with Florida's public records laws

We believe this policy provides the necessary guidance to elected officials in the use of social media, ensuring compliance with the most recent case law and promoting transparency and accountability.

The Town's Human Resources Manual includes the social media policy for employees that aligns with the principles and protocols set forth in the accompanying policy for elected officials, committee members and other appointed officials of the Town.

#### **Recommendations:**

Staff recommends approval of ***Resolution No. 2024-63*** adopting a social media policy for elected officials, committee members and other appointed officials of the Town.

## RESOLUTION NO. 2024-63

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A SOCIAL MEDIA POLICY FOR ELECTED OFFICIALS, COMMITTEE MEMBERS AND OTHER APPOINTED OFFICIALS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, social media is a prevalent method of communication; and

**WHEREAS**, Florida law imposes certain requirements and restrictions on elected officials, committee members and other appointed officials in their use of social media; and

**WHEREAS**, Town Council desires to adopt a policy regarding the use of social media by elected officials, committee members and other appointed officials of the Town to ensure compliance with Florida laws in such use; and

**WHEREAS**, the Town Council has determined that the policy 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 adopts the social media policy attached hereto as Exhibit "A".

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

Councilmember \_\_\_\_\_ offered the foregoing resolution. Councilmember \_\_\_\_\_ seconded the motion.

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE  
GROVES, FLORIDA, THIS 3<sup>rd</sup> DAY OF SEPTEMBER 2024.**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

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

\_\_\_\_\_  
*Voted:*  
Mayor Anita Kane, Seat 3

\_\_\_\_\_  
*Voted:*  
Vice Mayor Margaret Herzog, Seat 5

APPROVED AS TO LEGAL FORM:

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

\_\_\_\_\_  
*Voted:*  
Councilmember Phillis Maniglia, Seat 1

\_\_\_\_\_  
*Voted:*  
Councilmember Laura Danowski, Seat 2

\_\_\_\_\_  
*Voted:*  
Councilmember Robert Shorr, Seat 4

**Town of Loxahatchee Groves  
Social Media Policy for  
Elected Officials, Committee Members and other Appointed Officials**

This Social Media Policy for Elected Officials, Committee Members and other Appointed Officials (the “Policy”) governs the use of all social media by elected officials, committee members and other appointed officials of the Town of Loxahatchee Groves (the “Town”).

**Purpose**

The purposes and intent of this Policy is to promote appropriate, professional, and legally and ethically compliant communications when elected officials, committee members and other appointed officials use social media or other internet-based platforms.

**Policy**

It is the policy of the Town Council that each member of the Town Council, town committee, or as an appointed official will abide by the guidelines and procedures herein at all times when using social media whether for personal use or in his or her official capacity as an elected official, committee member and other appointed official of the Town.

**I. Definitions**

- A. Offensive post or comment means any post or comment that:
  - 1. Uses profanity, racist, sexist, offensive, sexual, obscene, or derogatory language;
  - 2. Uses language that targets protected classes of persons; or
  - 3. Uses language that is threatening, harassing or discriminatory; incites, promotes, or glorifies violence; or otherwise encourages or promotes illegal activities.
- B. Protected classes of persons means a group of people who have a common characteristic that is protected by federal and/or state law, including, but not limited to, a person’s race, color, national origin, religion, sex, age, or disability.
- C. Social Media means any and all internet-based platforms used for interactive sharing and aggregation of content, ideas, interests, and other forms of expression, such as but not limited to Facebook, Instagram, and X (formerly known as Twitter).
- D. Town business means any matter that may foreseeably come before the Town Council for discussion or action.
- E. Unlawful or threatening post or comment means any post or comment that:
  - 1. Includes illegal content, for example, content that would constitute a copyright violation; or
  - 2. Includes information that reasonably could compromise individual or public safety.

**II. General Principles**

- A. Whether an elected official, committee member and other appointed official is using a personal social media account or official Town account, elected officials, committee members and other appointed officials should be mindful of the impact their social media use may have on the public's perception of the Town. Elected officials, committee members and other appointed officials should also ensure any posted content complies with applicable federal, state, and local laws.
- B. Accordingly, elected officials, committee members and other appointed officials should comply with the Town's Code of Ethics (Chapter 2, Article III, Division 2 of the Town's Code of Ordinances) and other best practices, as indicated below, when using social media or other internet-based platforms. Elected officials, committee members and other appointed officials should follow these guidelines whether they are using their personal or official Town accounts and whether or not they are discussing official Town business.
  - 1. Refrain from using social media or other internet-based platforms to communicate with other elected officials, committee members and other appointed officials in a manner that would violate the Florida Sunshine Law. This includes commenting or replying to posts of another elected official, committee members and other appointed officials that discusses official Town business.
  - 2. Conduct oneself in a manner which maintains and promotes public confidence in Town government.
  - 3. Refrain from and avoid conduct unbefitting a public officer, including, but not limited to, making false accusations, frivolous claims, or personal attacks or behaving in a rancorous or contentious manner.
  - 4. Be respectful.
  - 5. Promote specific avenues by which citizen input is gathered and information is disseminated by the Town, such as directing citizens to the Town website.
  - 6. Do not publish/post any confidential Town information.
  - 7. Do not make, provide links to, or "like" offensive posts or comments.
  - 8. Do not make, provide links to or "like" unlawful or threatening posts or comments.

### **III. Personal Use**

- A. There are no limitations on the creation and upkeep of personal social media accounts for elected officials, committee members and other appointed officials. When creating personal accounts, elected officials, committee members and other appointed officials should comply with the following additional guidelines:
  - 1. Do not use Town staff to make a post on a personal social media account under any circumstances.
  - 2. Do not use Town email or password(s) in connection with a personal social media account.
  - 3. Ensure it is clear the account is personal and not an official Town account.
  - 4. Do not reference your position with the Town as an elected official, committee members and other appointed officials.
  - 5. When commenting on Town business using a personal account, include a disclaimer

such as: “The postings on this site are my own and do NOT reflect or represent the opinions of the Town of Loxahatchee Groves,” or “The views expressed herein are strictly my own.”

- B. Failure to follow these guidelines increases the likelihood that a court would find an elected official’s, committee member’s and other appointed official’s account constitutes an “official” rather than “personal” account, thereby exposing the elected official, committee member and other appointed official to greater potential liability.
- C. In order to comply with Florida’s public record laws, follow the procedures in Section V., below, before deleting any posts, including comments, that discuss Town business.

#### **IV. Official Use**

When elected officials, committee members and other appointed officials communicate using an official Town account, elected officials, committee members and other appointed officials should comply with the following additional guidelines to ensure compliance with Sunshine, Public Records and Ethics laws.

- A. Ensure the account is viewable by all members of the public.
- B. Do not block specific individuals from commenting on or viewing your posts.
- C. Do not express partisan political views.
- D. Do not promote or endorse political candidates.
- E. Do not advertise or promote a commercial product or service, or any entity or individual.
- F. Do not post, link to, or like any content that is off-topic or promotes any personal business, interest, service, or product.
- G. Do not delete any post or comment regardless of content or who made it, except for unlawful or threatening posts and comments which must be handled in accordance with the procedures in Section V, below.

#### **V. Procedures**

The following procedures must be followed when deleting any posts, including comments, that discuss Town business from a personal account and any unlawful or threatening post or comments from a Town account:

- A. Screenshot the post or comment;
- B. Ensure the screenshot includes all comments responsive to the post or comment;
- C. Email the screenshot(s) to your Town email account (preferably also from your Town email account);
- D. Delete the post or comment from the social media account.

If you have any questions or need further guidance regarding this Policy, please contact the Town Manager or Town Attorney.

## TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



### AGENDA MEMO

**TO:** Town Council

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

**DATE:** September 03, 2024

**SUBJECT:** Approval of *Resolution No. 2024-69* – Proposed Payment Plan

---

#### Background:

Resolution No. 2024-69 adopts the Townwide pay plan by classification and position based on an extensive market survey process and comparison to the Public Employer Personnel Information Exchange (PEPIE) created by the Florida Public Human Resources Association (FPHRA) to gather and share salary data for various public sector jobs across the state of Florida. The market-adjusted salaries meet at least the minimum of each of the ranges. The pay plan presented for approval also includes input from individual council members and is closely modeled to one presented at the previous council meetings and circulated via email. The part-time positions will be paid hourly based on the annual ranges, and the Town Manager & Attorney (if in-house) are negotiated amounts.

#### Recommendation:

Staff recommends a motion to approve *Resolution No. 2024-69* approving the Townwide Pay Plan by Classification and Position.



**RESOLUTION No. 2024-69****A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
LOXAHATCHEE GROVES, FLORIDA, APPROVING THE  
TOWNWIDE PAY PLAN; PROVIDING FOR IMPLEMENTATION;  
AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Town (the “Town”) is dedicated to providing competitive and fair compensation for its employees with externally and internally equitable pay classifications and administration practices; and

**WHEREAS**, the market for public sector employees is increasingly competitive, the Town conducted a salary survey including neighboring communities, special districts, Palm Beach County, the State of Florida Bureau of Labor Statistics for Southeast Florida and compared both the surveyed and current salaries to the Public Employer Personnel Information Exchange (PEPIE) created by the Florida Public Human Resources Association (FPHRA) to gather and share salary data for various public sector jobs across the state of Florida; and

**WHEREAS**, the Town desires to be fair and reasonable within the limits of its financial resources while providing funding for employee compensation based on a pay plan that encourages strong recruitment and employee retention thereby ensuring high-quality public services; and

**WHEREAS**, the Town Manager recommends a pay plan for its positions that meets or exceeds the pay ranges for each position at levels consistent with the first quartile of PEPIE which represent the lowest ranges of the market salaries for public sector employees throughout the State; and

**WHEREAS**, in the best interest and welfare of its employees, the Town desires to approve the Pay Plan for the Town of Loxahatchee Groves as set forth in Exhibit “A,” attached hereto and incorporated herein;

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

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Approval.** The Town's pay plan, as provided in Exhibit "A", which includes the Town's job classification titles and salary ranges by position for Fiscal Year 2024-2025, is hereby approved.

**Section 3. Cost of Living Adjustment.** The Town Manager has made market adjustments to current employee salaries within the salary ranges set forth in the accompanying Town's pay plan and the Town Council authorizes a 6% Cost of Living Adjustment (COLA) on the market adjusted salaries subject to budget approval effective October 1, 2024.

**Section 4. Implementation.** The Town Manager and the Town Attorney are hereby authorized to take such other action as is necessary to implement the provisions of this Resolution.

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

Councilmember \_\_\_\_\_ offered the foregoing resolution. Councilmember \_\_\_\_\_ seconded the motion.

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 3<sup>rd</sup> DAY OF SEPTEMBER 2024.**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

\_\_\_\_\_  
Voted:  
Mayor Anita Kane, Seat 3

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

\_\_\_\_\_  
Voted:  
Vice Mayor Margaret Herzog, Seat 5

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Voted:  
Councilmember Phillis Maniglia, Seat 1

---

Office of the Town Attorney

*Voted:*  

---

Councilmember Laura Danowski, Seat 2

*Voted:*  

---

Councilmember Robert Shorr, Seat 4

## EXHIBIT "A"

## TOWN OF LOXAHATCHEE GROVES PAY PLAN BY CLASSIFICATION AND POSITION

	Position	Minimum	Midpoint	Maximum
Executives	Town Manager Town Attorney	As Negotiated		
Professional	Town Clerk	\$ 90,000	\$ 115,000	\$ 140,000
	Public Works Director	\$ 90,000	\$ 115,000	\$ 140,000
	HR Manager/Grants/Contracts	\$ 75,000	\$ 95,000	\$ 115,000
	Public Works Supervisor	\$ 75,000	\$ 95,000	\$ 115,000
	Building Official*	\$ 75,000	\$ 95,000	\$ 115,000
	Paralegal	\$ 50,000	\$ 65,000	\$ 80,000
	Public Works Administrative Coordinator	\$ 55,000	\$ 65,000	\$ 75,000
	Management Analyst	\$ 55,000	\$ 65,000	\$ 75,000
	Code Compliance Supervisor*	\$ 55,000	\$ 65,000	\$ 75,000
	Sr. Admin Coordinator/Customer Service/Exec Asst***	\$ 55,000	\$ 65,000	\$ 75,000
Associate	Permit Tech II	\$ 55,000	\$ 65,000	\$ 75,000
	Permit Tech I**	\$ 50,000	\$ 60,000	\$ 70,000
	Code Specialist/Asst Clerk***	\$ 50,000	\$ 60,000	\$ 70,000
	Code Compliance Officer*	\$ 50,000	\$ 60,000	\$ 70,000
	Code Compliance Officer*	\$ 50,000	\$ 60,000	\$ 70,000
Technician	PSW III	\$ 50,000	\$ 60,000	\$ 70,000
	PSW III	\$ 50,000	\$ 60,000	\$ 70,000
	PSW III	\$ 50,000	\$ 60,000	\$ 70,000
	PSW II	\$ 44,000	\$ 54,000	\$ 64,000
	PSW II	\$ 44,000	\$ 54,000	\$ 64,000
	PSW II	\$ 44,000	\$ 54,000	\$ 64,000
	PSW I	\$ 39,000	\$ 49,000	\$ 59,000
	PSW I	\$ 39,000	\$ 49,000	\$ 59,000
	General Service Worker	\$ 37,000	\$ 47,000	\$ 57,000
	General Service Worker*	\$ 37,000	\$ 47,000	\$ 57,000

\* Filled at hourly rate as Part-Time

\*\* New Position

\*\*\* Reclassification of existing position with added duties



155 F Road Loxahatchee Groves, FL 33470

**TO:** Town Council

**FROM:** Richard Gallant, Public Works Director – Flood Plain Administrator

**VIA:** Francine Ramaglia, Town Manager

**DATE:** September 3, 2024

**SUBJECT:** Discussion of Revisions to Section 130-035 ULDC

---

**Background:** The Town Council of the Town of Loxahatchee Groves expressed interest to staff in determining if there was a way to streamline certain activities that might occur on equestrian or agricultural properties throughout the Town while keeping the Town in good standing with FEMA and the NFIP. After the Public Works Director/Flood Plain Administrator consulting with FEMA, neighboring agencies, and various engineers; staff presents the following recommended changes to Section 130-035. Additionally, two minor engineering permits will be established to permit de minimis site development work to be completed within the Town in a new streamlined process.

The basis of the work allowance includes the ability for a property owner to rehabilitate sections of their property providing they do not change the elevation of the section being worked on more than one inch. This will provide the ability for property owners to fill in holes created by weathering, livestock, vehicles, or equestrian assets. This will also provide acceptable auditable documentation in the event of an audit by County, State, or Federal agencies.

The first minor engineering permit would address property components outside of sand rings to include minor adjustments to paddocks and driveways, or construction or expansion of sheds, patios, pools, other similar areas on the property. This permit would be limited to an area of 500 square feet. Additional information would require the material type be indicated on the application.

The second minor engineering permit would solely address issues in sand rings. This permit would provide a means for property owners to recover or re-bed sand rings through the addition or replacement of existing bedding materials. The reason for the separate permits is sand rings are unique and contain a material different than that used in the rest of a property. The scope, material, and depth of replacement would need to be included. The primary purpose of this permit is to repair an existing sand ring, but new sand rings will be considered through this process if the initial and final ground elevations are not changed.

Both of these permits would require an application with basic property information as well as the scope of the work to be permitted. Additionally, the applicant would need to provide a topographic survey with a 40-foot elevation grid for the affected area. This survey would need to be provided before the project is started and after the project is completed prior to final inspection. The duration of the project is requested as part of the application process. The purpose for the project duration request is when a concerned resident contacts the Town regarding the project, they can be provided accurate information for the anticipated completion or even the very existence of a permit. The proposed engineering plan will be required to indicate the proposed current and proposed elevations and calculations signed and sealed by a licensed design professional indicating the proposed work will not impact the floodplain and the final proposed elevations are the same or lower than what was originally permitted.

For both permits types a final inspection would be required to close out the permit.

Providing the information submitted is correct and addresses all the permit conditions indicated on the permit application, the review process should be expedited. As with all permits, if the application is incomplete or contains inaccurate or incorrect information; the review will be delayed.

Separate tree removal/mitigation permits will still be required. If the scope of the work is outside the limited scope of these minor permits, a site development permit will be required.

**Recommendations:** Review applications and proposed Section 130-35 modifications and discuss.

### Section 130-035. Adequacy of drainage facilities.

- (A) Level of service. As consistent with the Loxahatchee Groves Comprehensive Plan, the minimum design criteria and the standard to assess adequacy of service for drainage systems in the Town are as follows:
- (1) Minimum roadway and parking lot elevations for non-residential uses shall be at least at the highest elevation that may occur at the peak of the 10-year, one-day storm event;
  - (2) Site discharge may not overflow into any adjacent property, unless a permanent drainage easement is obtained, for storm events less than the 10-year, three-day. Adverse impacts to neighboring properties generated by post-development runoff is prohibited.
  - (3) Runoff containment (dry or wet retention/detention), stage versus storage, stage versus discharge, water quality and flood routing calculations for the 10-year, three-day and 100-year, three-day storm events for the site shall be submitted with the site development plans. Calculations shall be prepared in accordance with FAC 62-330, per FDEP. Water quality criteria as defined by SFWMD/FDEP shall be demonstrated in the plans and calculations. No net floodplain encroachment shall be allowed without compensating storage per FAC 40E-41.263.
  - (4) Building floor elevations shall be at or above the 100-year flood elevation, as determined by calculations following the latest SFWMD methodology, or at least one foot above the flood elevation as determined by the Federal Flood Insurance Rate Maps – applied to the Florida Building Code criteria, whichever is greater.
  - (5) Off-site discharge shall be limited to the allowable discharge for the C-51 Basin criteria (27 cubic feet per second per square mile) (CSM) for the 10-year, three-day storm event) established by South Florida Water Management District (SFWMD). Alternately, the allowable discharge rate may be determined by the minimum allowable bleeder criteria, or predevelopment versus post development criteria as defined by SFWMD.
  - (6) Town encourages the use of side and rear lot line swales to meet the above criteria. Any historically shared drainage swales or ditches with neighboring properties shall remain unaltered and must be documented by a recorded drainage easement. If proposed development impedes any historical drainage swale/ditch, redirection of flow shall be considered and approved at the discretion of the Town Engineer on a case-by-case basis.
  - (7) Storm sewers, for non-residential properties, shall be designed to convey the three-year, Zone 10 rainfall intensity defined by the Florida Department of Transportation.
  - (8) For any proposed development of subdivision lots within unrecorded plats, the owner/developer shall be either re-establish the required historical drainage infrastructure, or demonstrate that an alternate, equivalent drainage system is provided. Development of a primary residential structure on these lots will be required to provide compensating storage per FAC 40E-41.263, but would be exempt from state environmental resource permitting requirements per Florida Statute 403.813 (1).
  - (9)
  - (10) Prior to discharge to surface or groundwater, Best Management Practices (BMPS) of SFWMD shall be used to reduce pollutant loading from storm water runoff from non-agricultural uses.
  - (11) Prior to discharge to surface or groundwater, best management practices of the Department of Environmental Protection and United States Department of Agriculture shall be used to reduce pollutant loading from stormwater run-off from agricultural uses.

- 
- (B) All storm water management facilities in the Town shall be designed in accordance with the South Florida Water Management District criteria and with Loxahatchee Groves Water Control District criteria, when applicable.



Notification Processing Number: \_\_\_\_\_ Date Application Received: \_\_\_\_\_

Application Fee Paid: \$ \_\_\_\_\_

☐ Supporting information only (Fee not required if the application is in conjunction with a Building Permit or Land Development permit application (# \_\_\_\_\_))

## TOWN OF LOXAHATCHEE GROVES

### NOTIFICATION FOR MINOR FILL ACTIVITY - FORM (Not within the Floodplain)

#### GENERAL INFORMATION:

Applicant's Name: \_\_\_\_\_

Applicant's Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Site Activity Address: \_\_\_\_\_, Loxahatchee Groves, FL \_\_\_\_\_

Owner's Name(s): \_\_\_\_\_

Property Size: \_\_\_\_\_

Requested Fill Volume\* (Cubic Yards): \_\_\_\_\_

Type of clean fill material to be used (Not allowed, e.g., food garbage, trash, hazardous materials): \_\_\_\_\_

Purpose of the activity, see Guide for definitions (Choose the following):

- |  |  |
|--|--|
| <input type="checkbox"/> Field Nursery                                 | <input type="checkbox"/> Replenish eroded soils/ground cover |
| <input type="checkbox"/> Sepic tank and drain field repair             | <input type="checkbox"/> Other _____                         |
| <input type="checkbox"/> Tree planting/landscaping in private property |  |
| <input type="checkbox"/> Routine maintenance activities                |  |
| <input type="checkbox"/> Installation of lawn sprinklers and repairs   |  |

Indicate duration to complete the activity \_\_\_\_\_ months. (Maximum time allowed is 24 months)

Will there be any clearing of vegetation, or removal/relocation of trees? (Please circle one): Yes / No  
(Note: A separate permit for tree removal/relocation and land clearing may be needed.)

\*Maximum requested fill volume = 20 c.y. per every 1.25 acre

#### REQUIRED – ATTACH COPIES OF THE FOLLOWING:

- Go to PBC MyGeoNav for map delineating floodplain areas & show proposed maintenance areas
- Topographic Survey (if applicable)

**TOWN OF LOXAHATCHEE GROVES**  
**NOTIFICATION FOR MINOR FILL ACTIVITY - AFFIDAVIT**  
**(Not within the Floodplain)**

**AFFIDAVIT**

**I HEREBY CERTIFY THAT ALL THE INFORMATION IN THIS TOWN OF LOXAHATCHEE GROVES NOTIFICATION FOR MINOR FILL ACTIVITY ("Notification") IS TRUE AND CORRECT.**

Before me, the undersigned authority, personally appeared \_\_\_\_\_  
who being duly sworn says:

As witnessed by my signature, I hereby affirm that I am the owner or authorized agent of the owner of the property located at \_\_\_\_\_ (the "Property").

I hereby certify that all of the following are true with respect to the Property: (1) that the minor fill activity described in this Notification will be limited to maintenance, repair, and/or replenishment of existing fill; (2) that the described minor fill activity will not occur in a floodplain or easement; (3) that the described minor fill activity will not adversely affect neighboring property; and (4); that the described minor fill activity will not alter the existing grade by more than one (1) inch.

I assume full responsibility as the owner of the Property (or the authorized agent) and will be personally responsible for ensuring compliance with this Affidavit.

\_\_\_\_\_  
Signature of Owner (or Authorized Agent)

\_\_\_\_\_  
Print Name

State of Florida

County of \_\_\_\_\_

Sworn to and subscribed before me by means of [ ] physical presence or [ ] online notarization, on this \_\_\_\_\_, by \_\_\_\_\_ who is personally known to me or who has produced a valid driver's license as identification and who did take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

My Commission Expires: \_\_\_\_\_

{Notarial Seal}

ENGINEERING/FLOODPLAIN ADMINISTRATOR REVIEW:

APPROVED:\_\_\_\_\_DENIED:\_\_\_\_\_

Signature:\_\_\_\_\_Date:\_\_\_\_\_  
Town Engineer/Floodplain Mgr. Exp. Date:\_\_\_\_\_

SUBMIT TO: Loxahatchee Groves Town Hall – 155 F Road, Loxahatchee Groves, FL 33470

Comments: See Conditions of Approval.

# TOWN OF LOXAHATCHEE GROVES

## NOTIFICATION FOR MINOR FILL ACTIVITY - GUIDE

### (Not within the Floodplain)

**FOR MAINTENANCE/REPAIR/REPLENISH ACTIVITY INVOLVING CLEAN FILL OUTSIDE OF A FLOODPLAIN REQUIRES A NOTIFICATION IN ACCORDANCE WITH TOWN OF LOXAHATCHEE GROVES ORDINANCE NO. \_\_\_\_.**

**THE FOLLOWING ARE EXAMPLES OF ACTIVITIES THAT REQUIRE A NOTIFICATION:**

- Field Nursery: to replenish lost soil that was part of the root ball of trees sold and excavated in standard course of field nursery business.
- Septic tank and drain field repair.
- Tree planting/landscaping/gardening within private property.
- Routine maintenance activities such as:
  - Maintenance fill for an existing horse arena.
  - Maintenance fill for an existing stall for a farm animal.
  - Driveway/walkway maintenance.
- Installation of lawn sprinklers and repairs.

**DEFINITIONS:**

Clean Fill – Dirt, topsoil, gravel, sand, rubble no larger than 3 inches in any dimension. (Food garbage, trash, hazardous materials not allowed)

Minor Fill Amount – 20 cubic yards of clean fill for every 1.25 acres of property that is:

- Not within a floodplain
- Not within an easement
- Does not adversely impact adjacent properties
- Does not alter the existing grade by more than 1 inch

Minor Fill Duration – This notification is valid for 24 months and cannot be resubmitted until after that time period has passed.

Field Nursery – A nursery production practice in which plants are grown in the ground.

**Example (using a 20cy truck only)**

Property size (acres)	Maximum fill amount (cubic yards)
1.0	16
1.25	20 (1 truck)
5.0	80 (4 trucks)
10.0	160 (8 trucks)

Application Processing Number: \_\_\_\_\_ Date Application Received: \_\_\_\_\_

Application Fee Paid: \$ \_\_\_\_\_

☐ Supporting information only (Fee not required if the application is in conjunction with a Building Permit or Land Development permit application (# \_\_\_\_\_))

## TOWN OF LOXAHATCHEE GROVES

### APPLICATION FOR SAND RING (ARENA)--NO CHANGE IN ELEVATION

#### GENERAL INFORMATION:

Applicant's Name: \_\_\_\_\_

Applicant's Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Site Activity Address: \_\_\_\_\_, Loxahatchee Groves, FL \_\_\_\_\_

Owner's Name(s): \_\_\_\_\_

Property Size: \_\_\_\_\_

Requested Fill Volume\* (Cubic Yards): \_\_\_\_\_

Choose one the following:

- ☐ Construction or expansion of new sand ring (arena)--***no change in elevation***
- ☐ Maintenance of an existing, previously permitted equestrian ring (arena) --***no change in elevation***
- ☐ Other \_\_\_\_\_

Description of Project/Scope of Proposed Work:

Cost Estimate:

Indicate duration to complete the activity \_\_\_\_\_ months. (Maximum time allowed is 24 months)

Will there be any clearing of vegetation, or removal/relocation of trees? (Please circle one): Yes / No

(Note: A separate permit for tree removal/relocation and land clearing may be needed.)

# **TOWN OF LOXAHATCHEE GROVES**

## **APPLICATION FOR SAND RING (ARENA)--NO CHANGE IN ELEVATION**

### **REQUIRED – ATTACH COPIES OF THE FOLLOWING:**

- Topographic Survey of the area to be disturbed, which shall include the existing area of the proposed sand ring and extending at least 20-feet on all sides of the sand ring.
- Proposed Engineering Plan, prepared, signed & sealed by a licensed Professional Civil Engineer. The plan shall include proposed elevations along all sides, corners, and in the middle of the sand ring. Also, the plan shall include any pertinent details and specifications, such as a cross-section of the proposed sand ring with layers shown and labeled (rock underdrain, filter fabric, sand footing, etc.). Show any other pertinent details such as any proposed bubble-up yard drains being tied to the sand ring underdrain system, stormwater pollution prevention measures (silt fence, construction entrance, etc.), and fencing details if a fence around the sand ring is proposed.
- A calculation shall be provided listing the existing elevations in the existing sand ring, with an average existing elevation calculated and a listing of the proposed elevations in the proposed sand ring, with an average proposed elevation calculated. Calculations must show the proposed sand ring is equal or lower than the existing sand ring.
- To close out this permit after construction is complete, please provide an as-built record drawing from a surveyor, and the engineer's certification upon final inspection.

# TOWN OF LOXAHATCHEE GROVES

## APPLICATION FOR SAND RING (ARENA)--NO CHANGE IN ELEVATION

### AFFIDAVIT

**I HEREBY CERTIFY THAT ALL THE INFORMATION IN THIS TOWN OF LOXAHATCHEE GROVES APPLICATION FOR SAND RING ACTIVITY ("Application") IS TRUE AND CORRECT.**

Before me, the undersigned authority, personally appeared who being duly sworn says:

As witnessed by my signature, I hereby affirm that I am the owner or authorized agent of the owner of the property located at \_\_\_\_\_ (the "Property").

I hereby certify that all of the following are true with respect to the Property: (1) that the sand ring activity described in this Application will be limited to the scope of activities described herein; (2) that the described sand ring activity will not occur in an easement; (3) that the described sand ring activity will not adversely affect neighboring properties; and (4); that the described sand ring activity will not alter the existing grade.

I assume full responsibility as the owner of the Property (or the authorized agent) and will be personally responsible for ensuring compliance with this Affidavit.

\_\_\_\_\_  
Signature of Owner (or Authorized Agent)

\_\_\_\_\_  
Print Name

State of Florida

County of \_\_\_\_\_

Sworn to and subscribed before me by means of [ ] physical presence or [ ] online notarization, on this \_\_\_\_\_, by \_\_\_\_\_ who is personally known to me or who has produced a valid driver's license as identification and who did take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

My Commission Expires: \_\_\_\_\_

{Notarial Seal}

### ENGINEERING/FLOODPLAIN ADMINISTRATOR REVIEW:

APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Town Engineer/Floodplain Mgr.

Exp. Date: \_\_\_\_\_

**SUBMIT TO:** Loxahatchee Groves Town Hall – 155 F Road, Loxahatchee Groves, FL 33470

Comments: See Conditions of Approval.

Application Processing Number: \_\_\_\_\_ Date Application Received: \_\_\_\_\_

Application Fee Paid: \$ \_\_\_\_\_

☐ Supporting information only (Fee not required if the application is in conjunction with a Building Permit or Land Development permit application (# \_\_\_\_\_))

## TOWN OF LOXAHATCHEE GROVES

### APPLICATION FOR MINOR ENGINEERING PROJECT (NOT WITHIN THE FLOODPLAIN)

#### GENERAL INFORMATION:

Applicant's Name: \_\_\_\_\_

Applicant's Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Site Activity Address: \_\_\_\_\_, Loxahatchee Groves, FL \_\_\_\_\_

Owner's Name(s): \_\_\_\_\_

Property Size: \_\_\_\_\_

Requested Fill Volume\* (Cubic Yards): \_\_\_\_\_

Choose one the following:

- ☐ Construction or expansion of minor building expansion, pool or patio (Less than 500 SF)
- ☐ Construction of manure bin or slab (Less than 500 SF)
- ☐ Minor adjustments to driveway, or pathways (under 500 SF)

Description of Project/Scope of Proposed Work:

Cost Estimate:

Indicate duration to complete the activity \_\_\_\_\_ months. (Maximum time allowed is 24 months)

Will there be any clearing of vegetation, or removal/relocation of trees? (Please circle one): Yes / No

(Note: A separate permit for tree removal/relocation and land clearing may be needed.)



**TOWN OF LOXAHATCHEE GROVES**  
**APPLICATION FOR MINOR ENGINEERING PROJECT**  
**(NOT WITHIN THE FLOODPLAIN)**

**REQUIRED – ATTACH COPIES OF THE FOLLOWING:**

- Topographic Survey (less than 1-year old), signed & sealed by a Professional Surveyor that captures the current topography of the property.
- A Civil Engineering Plan, prepared, signed & sealed by a licensed Professional Civil Engineer identifying the proposed improvements on the topographic survey, with proposed elevations for any areas of the property that will be affected by the proposed improvements. The Engineering Plan should also clearly identify how stormwater is being prevented from draining onto adjacent property, if the proposed improvements are potentially causing stormwater to drain into neighboring property. Finally, the Engineering Plan must demonstrate how the loss in stormwater storage due to the proposed improvements is going to be compensated for somewhere on the property. The plan shall include proposed elevations and any pertinent details and specifications, such as a cross-section of the proposed improvements (Base material, asphalt, paver details, etc.). Show any other pertinent details such as any proposed drainage swales, exfiltration trench or stormwater pollution prevention measures (silt fence, construction entrance, etc.).
- A signed and sealed calculation shall be provided demonstrating that all drainage codes are conformed to and that the volume of stormwater storage lost by the proposed improvements and how that loss in storage is going to be compensated for.  
Alternately, a swale or dry retention area can be provided to compensate for additional impervious areas based on the below calculation.
  - For every 100 SF of new impervious area (up to a maximum of 500 SF) please provide a swale or dry retention area with a storage volume of 60 Cubic Feet. For example, a pool deck expansion of 50 SF would require a swale volume of 30 cubic feet to capture the rainfall runoff.
- For permit closeout, provide an as-built of the property prepared by the surveyor, demonstrating that the project was constructed in substantial accordance with the approved plans, as well as the Engineer's Final Certification Letter. Once approved, then a final inspection will be scheduled with the Town's representative prior to closing the permit.

# TOWN OF LOXAHATCHEE GROVES

## APPLICATION FOR MINOR ENGINEERING PROJECT

### AFFIDAVIT

**I HEREBY CERTIFY THAT ALL THE INFORMATION IN THIS TOWN OF LOXAHATCHEE GROVES APPLICATION (“Application”) IS TRUE AND CORRECT.**

Before me, the undersigned authority, personally appeared who being duly sworn says:

As witnessed by my signature, I hereby affirm that I am the owner or authorized agent of the owner of the property located at \_\_\_\_\_ (the “Property”).

I hereby certify that all of the following are true with respect to the Property: (1) that the activity described in this Application will be limited to the scope of activities described herein; (2) that the described activity will not occur in an easement or floodplain; and (3) that the described activity will not adversely affect neighboring properties;

I assume full responsibility as the owner of the Property (or the authorized agent) and will be personally responsible for ensuring compliance with this Affidavit.

\_\_\_\_\_  
Signature of Owner (or Authorized Agent)

\_\_\_\_\_  
Print Name

State of Florida

County of \_\_\_\_\_

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, on this \_\_\_\_\_, by \_\_\_\_\_ who is personally known to me or who has produced a valid driver's license as identification and who did take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

My Commission Expires: \_\_\_\_\_

{Notarial Seal}

### ENGINEERING/FLOODPLAIN ADMINISTRATOR REVIEW:

APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Town Engineer/Floodplain Mgr.

Exp. Date: \_\_\_\_\_

**SUBMIT TO:** Loxahatchee Groves Town Hall – 155 F Road, Loxahatchee Groves, FL 33470

Comments: See Conditions of Approval.

## TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



### AGENDA MEMO

**TO:** Town Council

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

**DATE:** September 03, 2024

**SUBJECT:** Presentation on RedSpeed's Turnkey Automated School Zone Safety Program

---

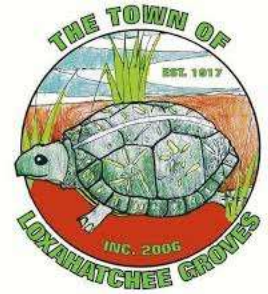
#### Background:

RedSpeed has approached the Town of Loxahatchee Groves with a proposal to implement their automated traffic enforcement system. RedSpeed specializes in using high-resolution cameras and advanced sensors to capture traffic violations, particularly focusing on red-light and speed enforcement. Various municipalities nationwide have adopted their systems nationwide, often resulting in a noticeable reduction in traffic accidents and violations. The company emphasizes that their solutions are compliant with all relevant state and federal regulations and are supported by comprehensive maintenance and customer service offerings.

RedSpeed's system also includes data analysis tools that allow municipalities to track and assess traffic patterns, providing valuable insights that can inform future traffic management strategies. Additionally, the system can be integrated with existing infrastructure, minimizing disruption during implementation. The company has a track record of working collaboratively with local governments to tailor their solutions to the specific needs of each community.

This information is presented to the Town Council to determine whether RedSpeed's services align with the town's goals for improving traffic safety.

# Florida Automated School Zone Speed Photo Enforcement



**RedSpeed®USA**

# CURRENT STATISTICS



In 2018, Florida ranked 1st in the country as having the most dangerous school zones

**1st**



Twenty Florida counties – both rural and urban – received F grades for driving behavior in school safety zones

**F Grades**



The fatality rate of someone hit by a car at 20 mph is 10 percent, compared 40 percent at 40 mph and **90 percent at 58 mph**

**90%**

# SLOWING DOWN SAVES LIVES

**RedSpeed** USA

Small changes in speed have big safety benefits.

- Stopping distances increase exponentially with momentum from faster speeds.
- For example, a car travelling 35mph can stop within 95 feet. But a car travelling 55mph requires more than 180 feet to stop.
- Faster stopping, means accidents can be avoided.



- Faster stopping and better maneuverability is just one benefit of slowing down.
- The other is decreased fatalities and risk of serious injury.
- If a person is hit by a car at 40mph the fatality rate is over 40%. At 20MPH it is just 10%. At 58 mph the fatality rate is 90%.
- The average risk of severe injury for a pedestrian struck by a vehicle is just 10% at 16 mph but 50% at 31 mph and 90% at 46 mph.

Bottom Line: Slowing down saves lives.

# STATE LAW HIGHLIGHTS (HB657)

- State-wide law
  - School zones may be enforced at public, private or charter schools. Violations for speed exceeding 10 MPH
  - Signs must be placed prior to camera location
  - \$100 fine for speed violators
- Speed violations may only be enforced 30 min before, 30 min after, and during school periods
  - FDOT, County or City will issue permits for camera placement. RedSpeed handles all permitting
  - Fines must be used to fund local law enforcement initiatives
  - No out of pocket cost to Palmetto Bay

# ABOUT REDSPEED USA

Industry leader in school zone speed enforcement

Most relevant experience in Automated School Zone Safety

Handles UTC and local hearing schedules and follow-up for city

Led efforts to pass legislation in the state

Local technical office in South Florida providing full back-office support

Proven Safety Results



**RedSpeed®USA**

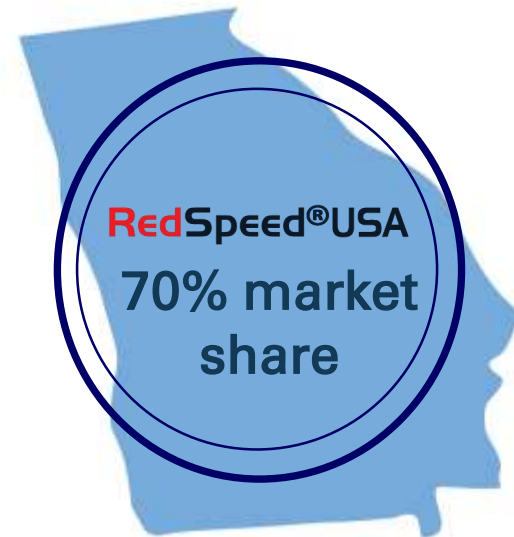


# Industry Leader in School Zone Speed Enforcement

Awarded first contracts in Florida including **Miami-Dade County, Miami Gardens, South Miami, Aventura, Pinecrest and Plantation.**

RedSpeed has achieved **70% market share** in Georgia under nearly identical law, winning every RFP in the state.


- 
- Pinecrest
  - South Miami
  - Miami Gardens
  - Miami-Dade County
  - Plantation
  - Aventura



# TRUSTED PARTNERSHIPS



## Endorsed as an FPCA Preferred Partner



**FLHSMV**  
FLORIDA HIGHWAY SAFETY AND MOTOR VEHICLES

Dave Ketter  
Executive Director

1800 Apalachee Parkway  
Tallahassee, Florida 32304-0000  
www.flhsmv.gov

**Approved eCitation Vendors**  
(School Zone Unlawful Speed Camera Vendors pursuant to s. 316.1896, F.S.)

VENDOR - ENTITY	APPROVAL DATE	CONTACT	TELEPHONE	EMAIL ADDRESS
RedSpeed Florida, LLC	6/03/2024	Robert Lieberman	630-329-9856	Robert.Lieberman@redspeed.com

\*Vendors listed in this section have met the eCitation ICD 6.1 specifications.

## FLHSMV Approved eCitation Vendor



SOURCE LETTER

To Whom It May Concern,

**Flock Safety and Redspeed** have partnered together to support many different agencies. Flock Safety is able to provide an additional layer of software to the Redspeed cameras. This allows the Redspeed cameras to be turned into ALPRs that push images into Flock Safety's cloud and allow agencies with access to those cameras to search for vehicles.

In order for the two systems to work together, Redspeed will provide Flock with RTSP streams for the given cameras. From there, Flock Safety will integrate the camera stream into the Flock system thus allowing the software to be on the camera, turning it into an ALPR. The camera is then plotted on the Flock Safety map in the application to appropriately locate where the cameras are.

As of May 2024, Redspeed is the only company with whom Flock has partnered with to offer Wing LPR integration on school zone enforcement cameras.



Sincerely,



*Mike Venable*

Mike Venable  
Regional Director of Sales

## Only vendor partnered with FLOCK to offer Wing LPR integration

# Industry Leading Speed Camera Features

- LED IR Illumination (No Flash)
  - Color Video Day/Night
  - High-Definition Video Cameras
  - Remote Video Archive Retrieval
  - Single Pole Installation
  - Tamper-Resistant Housing
  - Integrated Flock Included
- Live Video Streaming
  - 45 Day Video Storage
  - Traffic and Speed Reports
  - Exports to 3<sup>rd</sup> party applications already in use by Police Department

# Community Benefits of RedSpeed Speed Cameras

## Improves safety in school zones

RedSpeed will install, maintain and operate all equipment, services and software necessary for ongoing safety and support around school zones



## Provides revenue for public safety initiatives

Municipalities retain 65% per each paid violation creating ongoing funding for continued public safety needs

## Eliminates cost for the municipality

RedSpeed's services are a completely violator-funded program, meaning there is no cost to tax-payers

# Police Benefits of RedSpeed Speed Cameras



## Force Multiplier

Automated cameras free up officer resources, allowing first responders to prioritize their time where needed most

---



## Officer Safety

Automated cameras prevent the need for officers to use speed radar guns in dangerous traffic locations

---



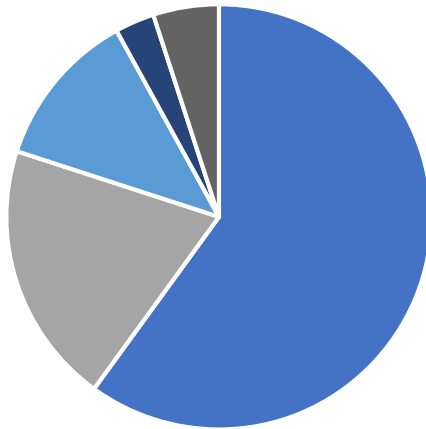
## Beyond Speed Violations

RedSpeed's one of a kind ALPR live stream and 45-day data archive in partnership with FLOCK software can be used to support Amber Alerts, TPO tracking, and state and federal hot lists

---

# Distribution of Funds

Funds

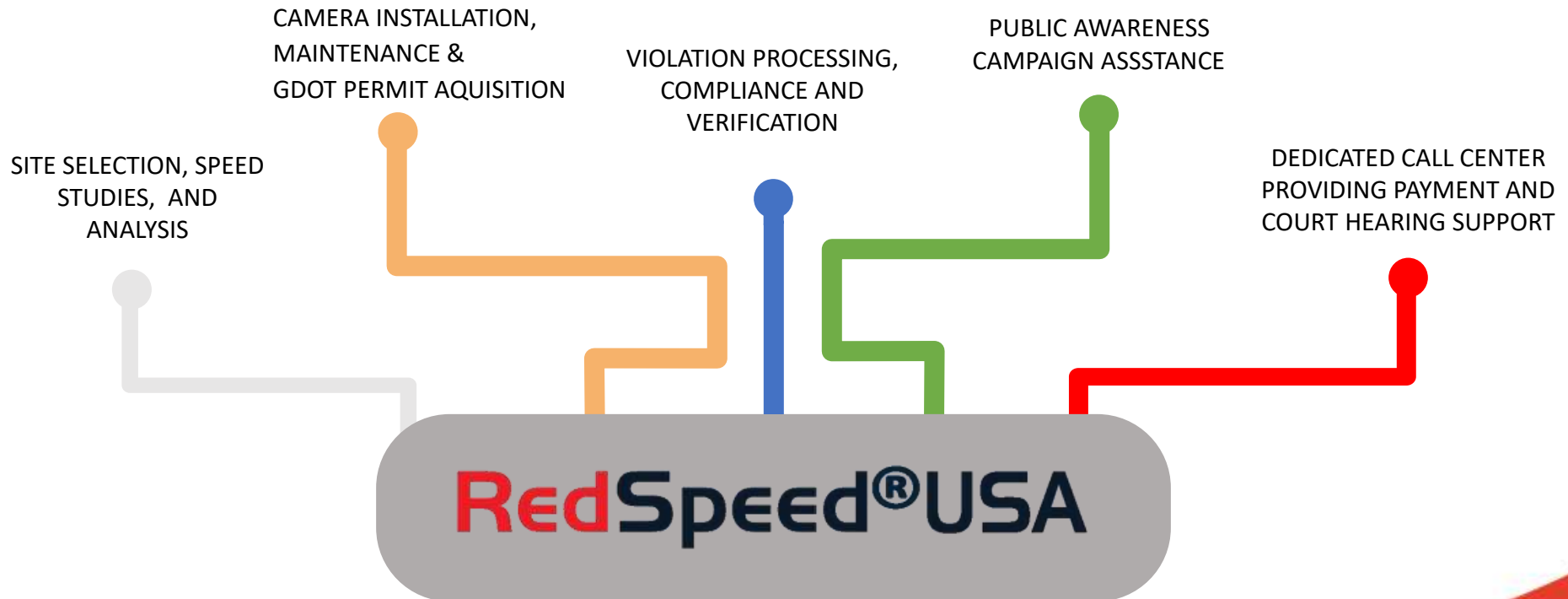


- Municipality for Public Safety
- State General Fund
- Local School District
- FDLE Criminal Standards & Training Fund
- School Crossing Guard Recruitment and Retention

## Breakdown of \$100 Civil Penalty

- \$60 - Local Municipality or County for Public Safety
  - RedSpeed Fee (35% of 60%)
  - \$21 to RedSpeed. \$39 to Municipality
- \$20 State General Fund
- \$12 Local School District
  - Security, improve safety of student walking conditions
- \$3 FDLE Criminal Standards & Training Fund
- \$5 School Crossing Guard Recruitment & Retention

# REDSPEED TURNKEY SERVICES



# PUBLIC AWARENESS CAMPAIGN ASSISTANCE

Hardcopy, email and web materials provided for use across all platforms

RedSpeed will provide a customized public awareness and educational campaign



30-day plan outlined in accordance with HB657 requirements

Materials designed to educate the community about the objectives of the Speed Photo Enforcement Program







# AUTOMATED

# Installation Timeline

**1 Week**

**Municipality Prep**

- *Contract Executed*
- *Business Rules Review*
- *School Safety Zone Details Supplied*
- *Miami Beach provides details and signatures for FDOT permit application letters for all cameras*

**1 Week**

**Back Office**

- *Create user accounts and roles*
- *Set up notices and letters*
- *Set up toll-free number and updated phone system*
- *Update phone system*
- *Conduct user training*
- *Record public service announcement*

**3-4 Weeks**

**Power Permits**

- *Speed Study to Confirm feasibility*
- *Site meeting with civil engineering contractor and Power Utility Company*
- *Commission Engineering Plans*
- *Power Connection Order (New Locations Only)*
- *Order Comcast if required – cellular modems will be used typically*
- *Plans approval / Construction permit issued*

**2 Weeks**

**Field Technology**

- *Contractor installation to include ducting, foundations, power disconnect & signage*
- *Power Utility connection*
- *System installation & Calibration*
- *FDOT Turn-On Inspection (If required)*
- *RedSpeed will “go live” within 30 days of permitting*

# PROVEN RESULTS



Municipalities under nearly identical law have seen a +90% decrease in speed violations compared to initial speed study statistics

**90%**



Continued year on year improvement, averaging 25% less violations from year to year

**25%**



Repeat offenders make up less than a 10% average of violators

**10%**

# CURRENT STATS FROM OUR CLIENTS

(Georgia law is nearly identical to Florida's)



## Alpharetta



- 96% reduction in speeding
- <10% repeat offenders
- < 2% appeal

## Gwinnett County



- 98% reduction in speeding
- <9% repeat offenders
- < 1% appeal

## Henry County



- 97% reduction in speeding
- <11% repeat offenders
- < 1.5% appeal

## Roswell



- 97% reduction in speeding
- <7% repeat offenders
- < 1.1% appeal

# THANK YOU

GREG PARKS

(913) 575-2912

[Greg.Parks@redspeed-usa.com](mailto:Greg.Parks@redspeed-usa.com)



## RedSpeed®USA

## PROFESSIONAL SERVICES AGREEMENT

July 31, 2024

This AGREEMENT (the “Agreement”) made this 31st day of July, 2024, (herein the “Commencement Date”), between RedSpeed Florida, LLC, a Florida Limited Liability Company (herein “REDSPEED”), with its principal place of business at 400 Eisenhower Lane North, Lombard, IL 60148, and the Town of Loxahatchee Groves, a political subdivision authorized and created by the State of Florida (herein “GOVERNING BODY”), with principal offices at 155 F Rd, Loxahatchee Groves, Florida.

## WITNESSETH:

WHEREAS, REDSPEED has the exclusive knowledge, possession, and ownership of certain equipment, licenses, and processes referred to collectively as the “Speed Photo Enforcement System” (herein “SPE System”); and

WHEREAS GOVERNING BODY desires to use the SPE System to monitor and enforce school zone speed, and may, in the future, desire to monitor and enforce red light violations or other traffic movements and to issue citations for traffic violations; and

WHEREAS, on or about June 1, 2023, the Governor of the State of Florida signed HB 657 into law, resulting in Laws of Florida 2023-174; and

WHEREAS the Laws of Florida 2023-174 expressly authorizes municipalities to use traffic infraction detectors to enforce certain provisions of Chapter 316 of the Florida Statutes; and

WHEREAS, prior to initiating a camera program the GOVERNING BODY’s Town Commission has adopted or will adopt an ordinance, which authorizes GOVERNING BODY’s Traffic Safety Camera Program (“TSCP”) and provides for the implementation and operation of such program by REDSPEED, as agent of GOVERNING BODY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, REDSPEED and GOVERNING BODY agree that the Agreement shall be as provided herein:

TERMS AND CONDITIONS

## 1. DEFINITIONS:

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

**“Motor Vehicle”** means any self-propelled vehicle not operated upon rails or guideway, but not including any bicycle or electric personal assisted mobility device.

**“Notice of Violation”** means a citation or equivalent instrument issued by a competent state or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by SPE System or REDSPEED as an agent of such law enforcement agent, agency or court.

**“Motor Vehicle Owner”** means the person or entity identified by the Florida Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a motor vehicle lease or rental agreement.

**“Recorded Images”** means photographic, electronic, digital, or video images of a Motor Vehicle recorded by a SPE System and establishing a time sequence of the Motor Vehicle entering the intersection or speed zone and its speed.

**“RedCheck”** means web-based violation processing system used by Traffic Enforcement Officer.

**“Speed Photo Enforcement System”** (herein “SPE System”) means an electronic system that captures recorded images of Motor Vehicles speeding in designated school zone and consisting of, at a minimum one radar, IR panel, and up to seven (7) individual video cameras capable of monitoring up to seven (7) lanes of enforcement.

**“Traffic Enforcement Officer”** means an employee of GOVERNING BODY’s police department or other Governing Body employee who meets the qualifications of Chapter 316 of the Official Code of Florida Annotated for approving and/or issuing Notices of Violation.

**“Violation”** means a violation under Chapter 316, Florida Statutes, or a violation of GOVERNING BODY’s Code of Ordinances, as may be amended from time to time.

2. REDSPEED AGREES TO PROVIDE:

The scope of work identified in “Exhibit A, Section 1”.

3. GOVERNING BODY AGREES TO PROVIDE:

The scope of work identified in “Exhibit A, Section 2”.

4. SERVICE FEES:

The service fee schedule identified in “Exhibit B”.

5. TERM AND TERMINATION:

This Agreement shall be effective on the Commencement Date. The term of this Agreement shall be for sixty (60) months beginning on the first day of the month following

the first issued Notice of Violation (the “Start Date”) of the last camera installed and shall be automatically extended for five (5) additional one (1) year periods. However, GOVERNING BODY may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement sixty (60) days prior to the expiration of the current term.

REDSPEED’s services may be terminated:

- a. By mutual written consent of the parties.
- b. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement and the defaulting party fails to cure the default within thirty (30) days after receiving written notice. The terminating party must provide written notice to the other party of its intent to terminate and state with reasonable specificity the grounds for termination.
- c. For convenience, by either party in the event that state legislation or a decision by a court of competent jurisdiction prohibits the deployment of the SPE Systems that is the subject of this Agreement, but only following the exhaustion of any legal challenges that may occur challenging such state legislation or judicial determination. To the extent it becomes necessary, the Parties to this Agreement acknowledge that this agreement shall be tolled during the time it takes to determine legal challenges.
- d. For convenience of GOVERNING BODY. GOVERNING BODY reserves the right to terminate by giving written notice to REDSPEED thirty (30) days prior to the effective date of such termination.

Upon termination of this Agreement, either for breach or because it has reached the end of its term or as a result of giving an early termination notice, the parties recognize that GOVERNING BODY will have to process traffic law violations that occur prior to the notice of termination of the Agreement and that REDSPEED must assist GOVERNING BODY in this regard. Accordingly, the parties shall take the following actions, and shall have the following obligations, which survive termination during the winddown period: GOVERNING BODY shall cease using the SPE System, shall return or allow REDSPEED to recover all provided equipment within a reasonable time not to exceed ninety (90) days, and shall not generate further images to be processed. Unless directed by GOVERNING BODY not to do so, REDSPEED shall continue to process all images taken by GOVERNING BODY before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to all Fees specified in the Agreement as if the Agreement were still in effect. REDSPEED shall provide GOVERNING BODY with all revenues owed to GOVERNING BODY accruing prior to the date of termination and REDSPEED shall be entitled to its fees pursuant to this Agreement, from said accrued revenues provided to GOVERNING BODY.

6. ASSIGNMENT:



Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Provided, however, that GOVERNING BODY hereby acknowledges and agrees that delivery and performance of REDSPEED's rights pursuant to this Agreement shall require a significant investment by REDSPEED, and that in order to finance such investment, REDSPEED may be required to enter into certain agreements or arrangements including, but not limited to, acknowledgments and/or consents with equipment lessors, banks, financial institutions or other similar persons or entities. GOVERNING BODY hereby agrees that REDSPEED shall have the right to assign, pledge, hypothecate or otherwise transfer its rights to the equipment but not the service provided under this Agreement, to any of the aforesaid financial institutions without GOVERNING BODY's prior written approval. GOVERNING BODY further acknowledges and agrees that in the event that REDSPEED provides any such acknowledgment or consent to GOVERNING BODY for execution, and in the event that GOVERNING BODY fails to execute and deliver such acknowledgment or consent back to REDSPEED within ten (10) calendar days after its receipt of such request from REDSPEED to execute such acknowledgment or consent, GOVERNING BODY shall be deemed to have consented to and approved such acknowledgment or consent and REDSPEED is granted a limited power of attorney, coupled with an interest, to execute the acknowledgment and/or consent on behalf of GOVERNING BODY and deliver such document to its financial institution.

7. FEES AND PAYMENT:

GOVERNING BODY shall pay for all equipment, services and maintenance based on the fee schedule indicated in Exhibit B, Schedule 1 ("Fees").

8. COMMUNICATION OF INFORMATION:

REDSPEED agrees that all information obtained by REDSPEED through operation of the SPE System shall be made available to the GOVERNING BODY at any time during REDSPEED's normal working hours excluding trade secrets as defined by Florida law and other information that is confidential pursuant to Florida law or exempt from disclosure pursuant to Florida law and not reasonably necessary for the prosecution of citations or the fulfillment of GOVERNING BODY's obligation under this Agreement. REDSPEED reserves the right to charge GOVERNING BODY for sizable information requests that will incur substantial resource allocation to compile.

9. CONFIDENTIAL INFORMATION:

No information given by REDSPEED to GOVERNING BODY will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by REDSPEED and either confidential pursuant to Florida law or exempt from disclosure pursuant to Florida law. Nothing in this paragraph shall be construed contrary to the terms and provisions of any Florida law governing public records or similar laws, as far as they may be applicable. REDSPEED shall not use any information acquired by this program with respect to any violations or GOVERNING BODY's law enforcement activities for any purpose other than the program encompassed by this Agreement.

10. OWNERSHIP OF SYSTEM:

It is understood by GOVERNING BODY that the SPE System being installed by REDSPEED is, and shall remain, the sole property of REDSPEED, unless separately procured from REDSPEED through a lease or purchase transaction. The SPE Systems are provided to GOVERNING BODY only under the terms and for the term of this Agreement.

11. RECORDS AND AUDIT:

REDSPEED shall maintain during the term of the Agreement all books of account, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. REDSPEED agrees to make available to GOVERNING BODY's Internal Auditor, during normal business hours and in The Town of \_\_\_\_\_, Florida all books of account, reports and records relating to this Agreement for the duration of the Agreement and retain them for a minimum period of three (3) years beyond the last day of the Agreement term or such other period required by the Florida public records law and Florida public records retention schedules, whichever is longer.

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 AT (telephone number, e-mail address, and mailing address).

12. INDEMNIFICATION AND INSURANCE:

REDSPEED shall comply with all laws, ordinances and regulations governing the use of photo enforcement systems applicable to this Agreement and shall comply with the maintenance procedures and manufacturer recommendations for operation of SPE System equipment which affect this Agreement, and shall indemnify and save harmless the GOVERNING BODY against claims arising from the violations of the maintenance procedures and manufacturer recommendations for operation of the equipment as a result of the gross negligence, recklessness, or willful or intentional misconduct of REDSPEED, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of GOVERNING BODY.

REDSPEED agrees to protect, defend, indemnify, and hold harmless GOVERNING BODY and GOVERNING BODY's officers, employees, and agents from and against any and all losses, penalties, damages, settlements, fines, claims, costs, charges for other expenses, or liabilities of every and any kind including any award of attorney fees and any award of costs in connection with or arising from any gross negligence, intentional or reckless act or omission by REDSPEED or any of REDSPEED's officers, employees, agents, contractors, or subcontractors in performing the work agreed to or performed by REDSPEED under the terms of this Agreement. Without limiting the foregoing, any and all claims, suits or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, violations of any decree of any court in connection

with or arising from any gross negligence, intentional or reckless act or omission by REDSPEED shall be included in this indemnity.

REDSPEED shall maintain the following minimum scope and limits of insurance:

- a. Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of \$1,000,000 per occurrence. Such insurance shall name GOVERNING BODY and GOVERNING BODY's officers, employees, volunteers and elected officials as additional insured for liability arising from REDSPEED's operation.
- b. Workers' Compensation, as required by applicable state law, and Employers' Liability Insurance with limits of not less than \$500,000 for each accident. REDSPEED shall always maintain Workers' Compensation insurance coverage in the amounts required by law but shall not be required to provide such coverage for any actual or statutory employee of GOVERNING BODY.
- c. Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by REDSPEED with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.

REDSPEED shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name GOVERNING BODY and GOVERNING BODY's officers, employees, and elected officials as additional insureds.

Certificates showing REDSPEED is carrying the above-described insurance, and evidencing the additional insured status specified above, shall be furnished to GOVERNING BODY within thirty (30) calendar days after the date on which this Agreement is made. Such certificates shall show that GOVERNING BODY shall be notified at least thirty (30) days in advance of all cancellations of such insurance policies. REDSPEED shall forthwith obtain substitute insurance in the event of a cancellation.

Inasmuch as GOVERNING BODY is a body politic and corporate, the laws from which GOVERNING BODY derives its powers, insofar as the same law regulates the objects for which, or manner in which, or the concerns under which, GOVERNING BODY may enter into this Agreement, shall be controlling and shall be incorporated by reference into this Agreement. GOVERNING BODY shall be responsible for vehicle insurance coverage on any vehicles driven by GOVERNING BODY employees. Coverage will include liability and collision damage.

REDSPEED will require all its subcontractors to provide the aforementioned coverage as well as any other coverage that REDSPEED may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors shall be the sole responsibility of REDSPEED.

13. STATE LAW TO APPLY:

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Palm Beach County, Florida and that all litigation between them in the federal courts shall take place in the State of Florida.

14. DISPUTE RESOLUTION:

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith efforts between senior management of both Parties. Following thirty (30) days of unsuccessful negotiation, a dispute may be submitted to professionally assisted mediation. Before a demand for mediation may be filed by either Party, the management of both Parties shall have met at least two times in face-to-face meetings in an effort to resolve any dispute or controversy through normal business management practices. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties.

Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association (“AAA Rules”) before a single arbitrator. The place of arbitration will be mutually agreed upon within fourteen (14) days of a decision to seek arbitration. Limited discovery will be permitted in connection with the arbitration upon agreement of the Parties and only upon a showing of substantial need by the Party seeking discovery.

The arbitrator will have no power to award damages inconsistent with the Agreement; or punitive damages or any other damages not measured by the prevailing Party’s actual damages, and the Parties expressly waive their right to obtain such damages in arbitration or in any other proceeding. All aspects of the arbitration will be confidential. Neither the Parties nor the arbitrator may disclose the existence, content, or results of the arbitration, except as necessary to comply with legal or regulatory requirements.

15. AMENDMENTS TO THE AGREEMENT:

GOVERNING BODY may from time to time consider it in its best interest to change, modify or extend term, conditions or covenants of this Agreement or require changes in the scope of the Services to be performed by REDSPEED, or request REDSPEED to perform additional services regardless of and without invalidating the process that was used to procure the services enumerated under this Agreement. Any such change, addition, deletion, extension, or modification, including any increase or decrease in the amount of

REDSPEED's compensation, which are mutually agreed upon by and between GOVERNING BODY and REDSPEED, shall be incorporated in written amendments (herein called "Amendments") to this Agreement that are duly executed by both parties. Such Amendments shall not invalidate the procurement process or this Agreement nor relieve or release REDSPEED or GOVERNING BODY of any of its obligations under this Agreement unless stated therein.

16. EFFECT OF AMENDMENT(S) ON AGREEMENT:

Except as expressly amended or modified by the terms of an Amendment, all terms of the Agreement shall remain in full force and effect. Unless a different meaning is specified in an Amendment, all capitalized terms used herein shall have the meaning described in the Agreement. In the event of a conflict between the terms of the Amendment and this Agreement, the Amendment shall prevail and control.

17. LEGAL CONSTRUCTION AND REQUIREMENTS:

In case any one or more of the provisions contained in this Agreement shall for any reason, by a court of competent jurisdiction, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

18. NO AGENCY:

Except as specifically provided otherwise herein, REDSPEED is an independent contractor under this Agreement and acts as an agent of GOVERNING BODY. Personal services shall be provided by employees of REDSPEED who shall be subject to supervision by REDSPEED, and not as officers, employees, or agents of the GOVERNING BODY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of REDSPEED.

19. FORCE MAJEURE:

GOVERNING BODY and REDSPEED will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, rioting, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- the non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure; the excuse of performance is of no greater scope and no longer duration than is required by the Force Majeure;

- no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and,
- the non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, GOVERNING BODY may excuse performance for a longer term. Economic hardship of REDSPEED will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

20. PERMITS, FEES, AND LICENSES:

REDSPEED shall, at its own expense, obtain all necessary permits and pay all licenses and fees required to comply with all local ordinances, state and federal laws, rules, and regulations applicable to business to be carried out under this Agreement.

21. NON-DISCRIMINATION:

There shall be no discrimination as to race, sex, color, creed, age, sexual orientation, disability, marital status, or national origin in the operations conducted under this Agreement.

22. SUBCONTRACTORS:

REDSPEED must be capable of performing all the services contained within this Agreement. If REDSPEED uses a subcontractor in the performance of these services, REDSPEED shall submit complete information on any/all proposed subcontractors. The same qualifications requirements, and all other terms and conditions of the Agreement shall also apply to the subcontractor. GOVERNING BODY reserves the right to approve or disapprove of any subcontractor proposed.

REDSPEED shall ensure that all of REDSPEED's subcontractors perform in accordance with the terms and conditions of this Agreement. REDSPEED shall be fully responsible for all of REDSPEED's subcontractors' performance, and liable for any of REDSPEED's subcontractors' non-performance and all of REDSPEED's subcontractors' negligent, intentional or reckless acts and omissions. REDSPEED shall defend, counsel being subject to GOVERNING BODY's approval or disapproval, and indemnify and hold harmless GOVERNING BODY and GOVERNING BODY's officers, employees, and agents from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of REDSPEED's subcontractors for payment for work performed for GOVERNING BODY by any of such subcontractors, and from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any negligent, intentional or reckless act or omission by any of REDSPEED's subcontractors.

23. PUBLIC RECORDS.



RedSpeed shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
3. 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 the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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 AT THE TOWN CLERK'S OFFICE.

24. ENTIRE AGREEMENT:

The provisions of this Agreement, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. All representations and promises made by any party to another, whether in writing or orally, concerning the subject matter of this Agreement, are merged into this Amendment. Except as amended by an Amendment, the terms of the Agreement shall continue in full force and effect.

25. NOTICES:

Any notice or demand which under the terms of this Agreement or under any statute must or may be given or made by REDSPEED or GOVERNING BODY shall be in writing and shall be given or made by personal service, first class mail, overnight delivery, or by certified or registered mail to the parties at the following respective addresses:

The Town of Loxahatchee Groves  
Attn: Ms. Ramaglia  
155 F Rd, Loxahatchee Groves,  
FL 33470

RedSpeed Florida, LLC  
400 Eisenhower Lane North  
Lombard, Illinois 60148  
Attn: Robert Liberman, Manager

25. EXCLUSIVITY:

GOVERNING BODY agrees that upon execution of this Agreement, GOVERNING BODY may not utilize another vendor, other than REDSPEED, for the same or similar services as contemplated herein, within the jurisdiction of the GOVERNING BODY without prior written consent from REDSPEED.

IN WITNESS THEREOF, the parties have duly executed this Agreement on the day and year first written above.

**The Town of Loxahatchee Groves, Florida**

**RedSpeed Florida, LLC**

By: \_\_\_\_\_, \_\_\_\_/\_\_\_\_/\_\_\_\_  
\_\_\_\_/\_\_\_\_/\_\_\_\_

Name  
Title

By: \_\_\_\_\_,

Robert Liberman  
Manager

Attest: \_\_\_\_\_, \_\_\_\_/\_\_\_\_/\_\_\_\_  
\_\_\_\_\_ Town Clerk / Authorized Attestor



## Exhibit A

SECTION 1.REDSPEED SCOPE OF WORK

1. REDSPEED agrees to provide a turnkey solution for SPE Systems to GOVERNING BODY wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of REDSPEED, except for those items identified in Section 2 titled “GOVERNING BODY Scope of Work”. REDSPEED and GOVERNING BODY understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by GOVERNING BODY, unless otherwise specified, GOVERNING BODY shall not charge REDSPEED for the cost. All other in-scope work, external to GOVERNING BODY, is the responsibility of REDSPEED.
2. REDSPEED agrees to make every effort to adhere to the Project Timeline agreed upon between the parties and based on the Best and Final Offer.
3. REDSPEED will install SPE Systems at several intersections, school zone areas or grade crossing approaches to be agreed upon between REDSPEED and GOVERNING BODY after completion of site analyses. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where SPE Systems are installed and maintained.
4. REDSPEED will operate each SPE System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
5. REDSPEED agrees to provide a secure website ([www.SpeedViolations.com](http://www.SpeedViolations.com)) accessible to recipients who have received Notices of Violation by means of a Notice #, which will allow violation image and video viewing.
6. REDSPEED shall provide technician site visits to each SPE System once per month to perform preventive maintenance checks consisting of camera enclosure lens cleaning, camera, strobe, and controller enclosure cleaning, inspection of exposed wires, and general system inspection and maintenance.
7. REDSPEED shall use best efforts to endeavor to repair a non-functional SPE System within forty-eight (48) business hours of determination of a malfunction.
8. REDSPEED shall use best efforts to endeavor to repair the SPE System within one (1) business day from the time of the outage. Outages of GOVERNING BODY internet connections or infrastructure are excluded from this service level.
9. REDSPEED will establish a demand deposit account bearing the title, “RedSpeed Florida LLC as agent for The Town of \_\_\_\_\_ at CIBC Bank.” All funds collected on behalf of GOVERNING BODY, excluding REDSPEED’s monthly fees and any fees associated with electronic processing of violations, will be deposited in this account, and transferred by

wire on or about the 15<sup>th</sup> calendar day of the month to GOVERNING BODY's primary deposit bank. GOVERNING BODY will identify the account to receive funds wired from First Midwest Bank. GOVERNING BODY shall sign a W-9 and blocked account agreement, to be completed by GOVERNING BODY, to ensure GOVERNING BODY's financial interest in said bank account is preserved.

10. REDSPEED will design, fabricate, install, obtain permits, and maintain one speed warning sign for each monitored approach.
11. REDSPEED or subcontractors will be responsible for any costs associated with building, construction, electrical, street use, and/or pole attachment permits.
12. REDSPEED shall assign a project manager who will be the liaison between GOVERNING BODY and REDSPEED and will be responsible for project activities such as development of a project plan and tracking of deliverables. GOVERNING BODY shall reserve the right to request a new project manager.
13. REDSPEED shall provide GOVERNING BODY with RedCheck, an automated web-based citation processing system that includes image processing, color printing and mailing of a Notice of Violation per chargeable event. Each Notice of Violation shall be delivered by first class mail to the Motor Vehicle Owner within the statutory period. Mailings to Motor Vehicle Owners responding to Notices of Violation identifying drivers in affidavits of non-liability or by rental car companies are also included.
14. REDSPEED shall provide the Traffic Enforcement Officer with access to RedCheck, for the purpose of reviewing Violations Data within five (5) days of the gathering of the Registered Vehicle Owner Information.
15. The decision to issue Notice of Violation shall be the sole, unilateral and exclusive decision of the Traffic Enforcement Officer consistent with State Law.
16. RedCheck shall apply an electronic signature to a Notice of Violation when authorized to do so by an approving Traffic Enforcement Officer.
17. REDSPEED shall obtain in-state vehicle registration information necessary to issue citations if it is named as GOVERNING BODY's agent.
18. REDSPEED shall seek records from out-of-state vehicle registration databases and apply records found by RedCheck to issue citations for GOVERNING BODY.
19. If GOVERNING BODY is unable to or does not desire to integrate REDSPEED data into its adjudication system, REDSPEED shall provide an on-line adjudication processing module, which will enable the adjudication function to review cases, related images, correspondence, and other related information required to adjudicate the disputed Notice of Violation.
20. REDSPEED shall provide GOVERNING BODY access to RedCheck system, which provides GOVERNING BODY with ability to run and print all standard system reports.

21. If required by GOVERNING BODY, REDSPEED shall, at REDSPEED's expense, provide and train GOVERNING BODY with a local expert witness able to testify in administrative proceedings and in court on matters relating to the accuracy, technical operations, and effectiveness of the SPE System until judicial notice is taken.
22. In those instances where damage to an SPE System is caused by negligence on the part of GOVERNING BODY or its authorized agent(s), REDSPEED will provide GOVERNING BODY with an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, REDSPEED shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. REDSPEED shall bear the cost to replace or repair equipment damaged in all other circumstances.
23. REDSPEED shall provide a toll-free, GOVERNING BODY-specific help line to help GOVERNING BODY resolve any problems encountered regarding its SPE System and/or citation processing. The helpline shall function during normal business hours. Call Center hours for violators are Monday-Friday 9:00 AM to 5 PM EST.
24. REDSPEED shall provide Motor Vehicle Owners with the ability to view Recorded Images of Violations involving their motor vehicles online. This online viewing system shall include a link to the REDSPEED payment website(s).
26. REDSPEED shall provide GOVERNING BODY with a warning period consistent with State law.
27. REDSPEED shall provide authorized Town users with access to on demand video, reporting tools and other online features through its RedCheck and SiteOps programs. RedSpeed will maintain video data forty-five (45) days unless otherwise requested for preservation by the Town.
28. GOVERNING BODY will have real-time access to violation and camera data.
29. REDSPEED will assist GOVERNING BODY with the installation and maintenance of any required signage including flashers.
30. Pursuant to Section 448.095(5) (Fla. Stat. 2023), REDSPEED shall, prior to execution of this Agreement, register with the E-Verify system. REDSPEED shall use it to verify the work authorization status of all its new employees, or any subcontractors employed in furtherance of this Agreement. Furthermore, REDSPEED agrees to request from any subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.  
  
REDSPEED shall execute an E-Verify affidavit attesting to its compliance with this section. The affidavit shall be attached and incorporated into the Agreement.
31. Public Records. In accordance with Chapter 119, Florida Statutes, vendor shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
3. 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 the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

SECTION 2.  
GOVERNING BODY'S SCOPE OF WORK

1. Within seven (7) business days of execution of the Agreement, GOVERNING BODY shall provide REDSPEED with the name and contact information for a project manager with authority to coordinate GOVERNING BODY responsibilities under the Agreement.
2. Within seven (7) business days of the Agreement, GOVERNING BODY shall provide REDSPEED with the name and contact information for an Appeals Coordinator or staff responsible for oversight of all related program requirements.
3. Within seven (7) business days of execution of the Agreement, GOVERNING BODY shall provide REDSPEED with the name(s), contact information, and electronic signature(s) of all Traffic Enforcement Officers authorized by GOVERNING BODY's police department to approve and issue Notices of Violation.
4. GOVERNING BODY shall establish a method by which a Motor Vehicle Owner who has received a Notice of Violation may review the images and video evidencing the Violation at [www.SpeedViolation.com](http://www.SpeedViolation.com) free of charge. This may be at a publicly available terminal at GOVERNING BODY's facility or by appointment with the Police Department.
5. REDSPEED will relocate an SPE System at no cost to a new enforcement location once it has been mutually agreed upon between REDSPEED and GOVERNING BODY.
6. GOVERNING BODY shall endeavor to approve or reject REDSPEED submitted plans within seven (7) business days of receipt. REDSPEED and GOVERNING BODY will endeavor to approve the plans in a timely manner.
7. GOVERNING BODY will endeavor to issue all needed permits to REDSPEED and its subcontractors in an expedited fashion for plan approval.
8. If use of private property right of way is needed, GOVERNING BODY shall assist REDSPEED in acquiring permission to build in existing utility easements, as necessary. Any additional cost for private property right of way lease/rental costs shall be borne by REDSPEED. REDSPEED reserves the right to not install on private property if the costs are unreasonable.
9. GOVERNING BODY may allow REDSPEED to build needed infrastructure in existing GOVERNING BODY owned easement as necessary and only after required permits have been approved.
10. GOVERNING BODY's Traffic Enforcement Officer(s) shall process each potential violation in accordance with State Law and/or GOVERNING BODY's Ordinances within five (5) days (excluding Saturday, Sunday and GOVERNING BODY observed holidays) of its appearance in the Law Enforcement Review Queue, using RedCheck to determine which Violations will be issued as Notices of Violation.

11. Police Department workstation computer monitors for citation review and approval should provide a minimum resolution of 1280 x 1024.
12. Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by REDSPEED.
13. GOVERNING BODY shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. GOVERNING BODY may refer citizens with questions regarding REDSPEED or SPE System technology and processes to websites and/or toll-free telephone numbers provided by REDSPEED for that purpose.
14. If remote access to a REDSPEED SPE System is blocked by GOVERNING BODY's network security infrastructure, GOVERNING BODY's Technology Consultant shall coordinate with REDSPEED to facilitate appropriate communications while maintaining required security measures.
15. GOVERNING BODY shall at all times maintain a list of school and school zone hours and shall inform REDSPEED of all times for each Zone. GOVERNING BODY shall maintain and update this list and shall be responsible for ensuring the accuracy of any citation issued against the corresponding time.
16. GOVERNING BODY shall maintain a School Zone calendar and shall notify REDSPEED as soon as practical before a change of scheduled enforcement (I.e., short days, no in-person instruction days, closings, etc.).
17. GOVERNING BODY shall ensure that cameras in Town maintained right of ways shall remain free of obstructions from other roadway infrastructure and foliage.
18. GOVERNING BODY shall reimburse REDSPEED for any Certified Mail Costs (currently \$4.15 per Certified Mailing) required for Notices of Violation which are converted to Uniform Traffic Citations.

## Exhibit B

SCHEDULE 1  
SERVICE FEE SCHEDULE

GOVERNING BODY agrees to pay REDSPEED the Fee(s) as itemized below:

1. Description of Pricing

Fee includes all costs required and associated with SPE system installation, maintenance and ongoing field and back-office operations. Includes camera equipment, installation, maintenance, Flock ALPR licenses and integration, violation processing services, DMV records access, standard mailing of required documents, lockbox and credit card processing services, call center support for general program questions, public awareness program support, and access to web based SPE System for Traffic Enforcement Officer review:

35% of the Governing Body's Statutory share of collected revenue.

The Town shall be responsible for reimbursing the costs of Certified Mail for Notices of Violation converted to Uniform Traffic Citations and all extra-action charges or fees listed in GOVERNING BODY Responsibilities.

### E-Verify

Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of El Portal.

Contractor acknowledges it is obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Town for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

ATTEST

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Corporate Secretary

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type/Print Name of Corporate Secy.

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(CORPORATE SEAL)



Date: 07/31/2024

**VIA E-MAIL**

The Town of  
Loxahatchee Groves  
Attn: Ms. Ramaglia  
Address: 155 F Rd,  
Loxahatchee Groves, FL  
33470

**RedSpeed's Turnkey Automated School Zone Safety Program  
Piggyback of Plantation Contract RFP No. 005-24**

Dear Ms. Ramaglia:

RedSpeed is the leading provider of automated school zone speed enforcement systems. The Florida legislature recently passed the popular and bipartisan HB657 (Laws of Florida 2023-174), authorizing the use of automated enforcement in school zones. This groundbreaking law enables communities to protect children and enhance school zone safety using advanced technology.

The purpose of this letter is to offer the Town the opportunity to cooperatively purchase RedSpeed's unique and best-in-class technology utilizing Plantation RFP No. 005-24/Speed Detection Camera System for School Zones.

**COOPERATIVE PURCHASING**

Cooperative purchases are favored under federal and Florida best practices because they offer municipalities efficiency in procurement and the benefit of a competitive selection made elsewhere. Likewise, Cooperative Purchases are favored under Florida law where: 1) the purchasing party to the existing contract is a local government or other public entity; 2) the vendor-party to the existing contract extends the terms and conditions of that contract to the Town; and 3) the other government entity, in awarding the vendor the earlier contract, used procedures substantially similar to those that the Code requires the Town to use. See: Accela, Inc. v. Sarasota County, 993 So.2d 1035, 1039-40 (2nd DCA 2008). The proposed cooperative purchase offer extended here meets all legal requirements and is a vital safety project with time-sensitive implementation deadlines and unique technology.

RedSpeed's technology has already been repeatedly evaluated by other well-respected jurisdictions including Plantation, as far superior, using RFP procedures like the Town of Loxahatchee Groves utilizes. In fact, so far RedSpeed has won every RFP in Florida. Prior to that, RedSpeed won every RFP in Georgia, the most recent state before Florida to enact automated school zone speed enforcement. Attached to this letter is the scoring summary for the Plantation RFP, in which RedSpeed was unanimously selected over 7 competing vendors.

Plantation's procurement negotiations yielded a highly favorable contract with RedSpeed for their turnkey services. Key aspects of the agreement include:

- **Completely violation funded program at no cost to taxpayers.**
- **65%-35% revenue share. City retains \$39 per paid citation, RedSpeed receives \$21.**
- **Simple no cost termination for convenience.**
- **RedSpeed responsible for certified mail costs for Uniform Traffic Citations.**
- **Modern lane specific video-based enforcement.**
- **Commitment to legal defense of the Town's program if challenged are filed.**

Under these same terms, RedSpeed will implement a comprehensive automated school zone safety speed program in the Town of Loxahatchee Groves. Acting as agents for the Town, RedSpeed will handle the majority of operations including all permitting, construction, maintenance, and community education and awareness. While RedSpeed will handle the first reviews of all captured violations, the Palm Bay Sheriff's Office will retain full discretion to approve or dismiss each alleged violation.

### **BENEFITS INCLUDED IN CONTRACT**

RedSpeed recognizes that the effectiveness of our School Zone Speed Enforcement program hinges on a comprehensive understanding of its operational elements by every authorized municipal agent involved. To ensure that all stakeholders are well-prepared and confident in managing the system, RedSpeed offers a range of essential features and support mechanisms, detailed below:

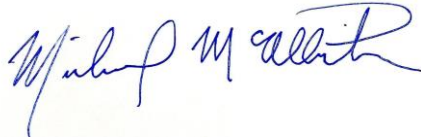
- **Comprehensive Traffic Study:** RedSpeed will conduct speed studies to identify locations with speeding problems and provide valuable data for effective enforcement.
- **Comprehensive System Training:** RedSpeed is committed to the success of the School Zone Speed Enforcement program by providing extensive system training to police departments at no cost.
- **Complete Equipment Maintenance and Support:** We take full responsibility for maintaining all equipment, documentation, certifications, and permissions associated with the program.
- **Turnkey Program with Advanced Technology:** RedSpeed delivers a turnkey solution featuring state-of-the-art Lidar speed detector technology. Our system is seamlessly integrated with advanced Automatic License Plate Recognition (ALPR) technologies, including Rekor, Flock, or Vigilant ALPR.
- **Management of Multi-Lane Roads:** Our system is designed to handle multi-lane roads with four or more lanes, accommodating high traffic volumes with ease.
- **Public Notification and 30-Day Warning Period:** Before launching the program, a 30-day warning period will commence, during which RedSpeed will assist the Town in creating public notification and press materials to ensure public awareness and a smooth transition to active enforcement.

We appreciate your consideration and would be pleased to help the Town usher in a new era of safety in the Town's schools.

Yours sincerely,

REDSPEED FLORIDA, LLC

REDSPEED FLORIDA, LLC

A handwritten signature in blue ink, reading "Michael J. McAllister".

Michael J. McAllister, Esq.  
Florida Bar No. 32121  
[mjm@redspeed-usa.com](mailto:mjm@redspeed-usa.com)  
(305) 799-8377

A handwritten signature in blue ink, reading "Greg Parks".

Greg Parks  
Senior Vice President  
[greg.parks@redspeed-usa.com](mailto:greg.parks@redspeed-usa.com)  
(913) 575-2912

## Evaluation Tabulation Sheet

### Selection Committee

Chad Fowler, Police (1- Chair)  
Nancy Paul, Administration (2)  
Laura Karpaviciute, Administration (3)

Date: March 12, 2024 and April 16<sup>th</sup> 2024

Print Name: Charles Spencer

Signature: Ezard C. Spencer, Jr.

RFSP No.: 005-24

Title: Speed Detection Camera System for School Zones

SELECTION COMMITTEE	RedSpeed Florida, LLC	SaferSpeeds, LLC	Sensys Gatso Group USA, Inc	Blue Line Solutions LLC.
Committee Member No. 1	98.2	45	54.6	76.6
Committee Member No. 2	73.2	<del>60.55</del>	79.6	<del>78.6</del> 68.6
Committee Member No. 3	84.2	39	61.6	56.6
<b>TOTAL SCORE</b>	<b>255.6</b>	<b><del>144</del> 139</b>	<b>195.8</b>	<b><del>211.8</del> 201.8</b>

SELECTION COMMITTEE	NovoaGlobal, Inc	Altumint, Inc	Conduent State & Local Solutions, Inc	Verra Mobility
Committee Member No. 1	63.4	92.8	96.2	63.2
Committee Member No. 2	81.4	53.8	89.2	88.2
Committee Member No. 3	81.4	80.8	76.2	74.2
<b>TOTAL SCORE</b>	<b>226.2</b>	<b>227.4</b>	<b>261.6</b>	<b>225.6</b>

### Presentation/Interview Scores with Shortlisted Firm(s) (if Conducted)

SELECTION COMMITTEE	RedSpeed Florida, LLC	NovoaGlobal, Inc	Altumint, Inc	Conduent State & Local Solutions, Inc	Verra Mobility
Committee Member No. 1	20	15	15	13	12
Committee Member No. 2	18	10	10	15	10
Committee Member No. 3	19	17	17	17	16

<b>Total Cumulative Score</b>	<b>312.6</b>	268.2	269.4	306.6	263.6
-------------------------------	--------------	-------	-------	-------	-------

### Firm's Position Number After Points Were Tallied

Proposers	RedSpeed Florida, LLC	NovoaGlobal, Inc	Altumint, Inc	Conduent State & Local Solutions, Inc	Verra Mobility
Designation Number	<b>1</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>5</b>

## Video Links

RedSpeed has prepared a number of short videos introducing the RedSpeed Technology, Ease of Use and Examples of RedSpeed produced PSA's.

Short links are provided below:

[Florida Overview Video](#)

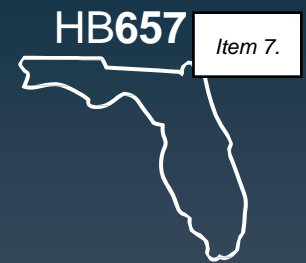
[Redcheck Violation Processing Software](#)

[Pinecrest, Florida PSA - English](#)

[Pinecrest, Florida PSA - Spanish](#)

[High Springs, Florida PSA - English](#)





# RedSpeed's Industry-leading Photo Enforcement Solution

RedSpeed is pleased to pioneer safety programs under the new HB657.  
Together, we can achieve the following:

Up to  
**90%**

Reduction in  
School Zone  
Speeding

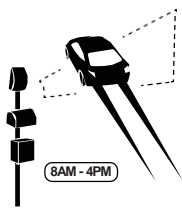


New Funding for  
Crossing Guards



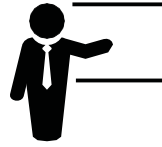
Provide incidental  
crime fighting tools

Florida Communities have a new tool to protect our children with a groundbreaking and bipartisan new law, HB657 which provides for automated enforcement of school zones when children are present. **This new statewide law offers Florida communities** a simple, effective, and inexpensive way to protect our students.



#### Time of enforcement

The bill would allow communities to install school zone cameras that automatically enforce speed limits through school zones. Cameras and speed detection systems only operate on school days, beginning 30 minutes before and ending 30 minutes after school.



#### Not a gotcha program

A county or municipality must spend at least 30 days educating the public about the new enforcement measures and only issue warnings before they are allowed to levy fines.



#### Officer-verified

No citations will be issued until a law officer first reviews and confirms the violation.



#### Egregious speeders

Only the most egregious violators will be cited – those going at least 10 miles above the speed limit. No points will be assessed. Insurance companies will not be notified.



#### A vital law enforcement tool for Amber Alerts



#### Appeals process

There is an appeal process for those who believe they have been wrongfully cited.



**A proven success** in Georgia, including Thomasville and the Atlanta area, as well as other states.

## Widespread Support



**International Association of Chiefs of Police (IACP)** supports automated enforcement technology to improve public safety in school zones and other locations.



**Florida Police Chiefs Association (FPCA)** supports SB588 / HB657 in the 2023 Legislative Session.



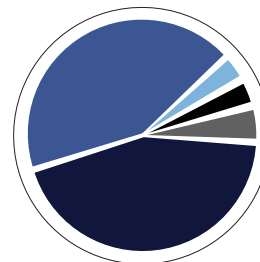
**National Transportation Safety Board (NTSB)** recommends implementation in every state.



**Insurance Institute for Highway Safety (IIHS)** supports use of automated speed enforcement.

## Public Safety Funding

### Breakdown of \$100 Civil Penalty



- \$20** State General Fund
- \$60** Local municipality or county for public safety
- \$12** Local school districts security, improve safety of student walking conditions, FDLE Criminal Standards + Training Fund
- \$5** School Crossing Guard Recruitment and Retention
- \$3** School Crossing Guard Recruitment and Retention

# Turn-Key School Zone Speed Photo Enforcement Solution

RedSpeed's speed photo enforcement system is based entirely around high-resolution video technology and offers an industry-leading set of features at no cost to the school system, Town or county. Violator revenue can be used to fund school resource officers, active shooter detection systems, vehicles, equipment or other policing initiatives.

- LED IR Illumination  
No distracting flash
- ALPR  
Built-in Amber Alert
- Color HD Video Day / Night
- Radar or LiDAR Speed Detection
- Remote Video Archive Retrieval
- Live Video Streaming
- Proven to Capture  
50% More Violations
- Traffic and Speed Reports
- Single Pole Installation



**Site Selection and Analysis**  
Speed study of each location, accident damage analysis, engineering feasibility study



**Camera Installation**  
Permit acquisition including local and state bodies, installation coordination between civil contractors and municipality



**Violation Processing**  
Initial violation screening based on municipal rules, registered owner name / address retrieval and verification for all 50 states, printing and mailing



**Web-Enabled Tools**  
All software is web-based



**Adjudication Support**  
Full municipal adjudication support options



**Call Center**  
Multilingual call center can process payments, schedule hearings and respond to general questions.



**Payment Processing**  
Lockbox, online, phone and in-person payment processing of credit cards, checks and cash



RedSpeed will provide a **robust** and **customized public education** and **awareness** program to support your program.

We make it easy with a **turnkey program** and **100% web based, easy to use** software.



RedSpeed is Proud to be  
a Chief Sponsor of FPCA

**Greg Parks**  
Senior Vice President

913 575 2912  
[greg.parks@redspeed-usa.com](mailto:greg.parks@redspeed-usa.com)  
[redspeed-usa.com](http://redspeed-usa.com)



155 F Road Loxahatchee Groves, FL 33470

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

**FROM: Francine Ramaglia, Town Manager**

**DATE: September 3, 2024**

**SUBJECT: Budget background and setting of TRIM rates**

### **Background:**

The Council is nearing the conclusion of their budget deliberations after three workshops and individual meetings with staff along with two FAAC workshops and a joint Town Council FAAC workshop. There are two final assessment resolutions and a tentative millage and budget on the Council September 3, 2024 agenda. Public hearings have been set prior to Council consideration of the decision points. Based on Council direction at the workshops a balanced budget is presented with the proposed final assessment and millage rates as follows:

1. Road and Drainage assessment at \$200 per acre which is the same as the current rate and a \$50 per acre reduction from the preliminary proposed rate.
2. Solid Waste assessment at \$450 a unit which is a \$50 per unit increase over the current rate and the same rate as the preliminary proposed rate.
3. The millage rate is at 3 mils. This is the tentative rate as the final hearing and approval is scheduled for the Council's September 18, 2024 meeting. The preliminary rate had been at 4 mils, but the Council's current direction is to maintain the millage rate at 3 mils which is consistent with the rate that has been in place for several years.

Also on the agenda for first reading is the ordinance adopting the Town's revised 5 year Capital Improvement Plan (CIP).

## **OVERVIEW OF THE BUDGET**

### **Fund Balances**

The FY25 budget does not include further use of general or road and drainage fund balances. Anticipated reserves in both funds should exceed the 25% level on both September 30, 2024 and September 30, 2025. The transportation fund and LOST fund are programmed to transfer their monies to capital and road and drainage program and are budgeted to do so again next year as reserves are not maintained in those revenue generating funds. The solid waste budget is proposed to utilize \$61,900 of fund reserves for rate stabilization in the upcoming year which will bring the



155 F Road Loxahatchee Groves, FL 33470

fund reserve level down to the 26 % level. The proposed capital plan will utilize \$420,000 in reserves made available by the deferment of 4 road segments from this year's road improvement plan. In addition, it is anticipated that capital funds will be carried forward to complete the ongoing and planned capital improvements from FY24 other than the deferred roads.

### **General Fund**

The proposed FY25 General Fund budget is projected to have a slight surplus of \$6,583 with \$4,315,800 in projected revenues and \$4,308,947 in expenses which includes transfers to other funds totaling \$989,493 (\$595,493 to Roads and Drainage and \$394,000 to Capital). The millage rate used to balance the budget is 3 mills which will require a minimum of a 4-1 vote by the Council at the adoption hearing on September 18<sup>th</sup>.

### **Road and Drainage Fund**

The Road and Drainage fund is balanced at \$2,432,500 with revenues coming from a \$200 per acre assessment and \$595,493 from the General fund and \$268,000 from the Transportation fund.

### **Capital Fund**

The FY25 Capital Program is set forth in the budget and the Capital Improvement Plan (CIP) ordinance and calls for \$2,079,375 in spending. The sources of funds are \$750,000 from State grant and transfers from the General Fund, Transportation Fund, and LOST fund.

### **Solid Waste Fund**

The Solid Waste Fund is balanced at \$720,000. Residential garbage collection is primarily funded by solid waste assessments. The proposed assessment rate is \$450 per unit. This assessment rate generates net revenue of about \$650,000. The additional \$70,000 comes from use of reserves, interest earnings and a small amount of recycling income.

### **Budget Presentation**

The detailed Budget Presentation (Green Book) will be provided to you under separate cover and Chris Wallace from Munilytics, the Town's Finance Director will make the budget presentation to the Council.

### **Recommendation:**

Council consideration and adoption of Loxahatchee Water Control District budget and rates for road and drainage assessment, solid waste assessment and Town's tentative budget and millage rate.



155 F Road Loxahatchee Groves, FL 33470

**TO: Board of Supervisors of Loxahatchee Groves Water Control District**

**FROM: Francine Ramaglia, Town Manager**

**DATE: September 3, 2024**

**SUBJECT: Resolutions Adopting the Fiscal Year 2024/2025 Non-Ad Valorem Assessment Rates, Budgets and Assessment Rolls for Roads & Drainage**

---

**Background:**

Annually the Town Council sitting as the Board of Supervisors of the Loxahatchee Water Control District in compliance with Florida Statutes Chapters 2018-175 (the “Special Act”), codified as Section 46-1 of the Town’s Code of Ordinances and Florida Statutes Chapters 166, 189, 197 and 298 setting forth the procedures to follow for local governments in adoption of the annual Non-Ad Valorem Assessment Rates, Budgets and Assessment Rolls establishes the water control district’s assessments and budget which are reflected as the Roads & Drainage (105) Fund in the Town’s overall budget.

The preliminary assessment rate was adopted by the Board on July 2, 2024, as \$250 per acre. At the August 22, 2024 budget workshop there was direction to keep the assessment at \$200 per acre and balance the shortfall in the Road and Drainage fund with the transfer of additional monies from the general fund. A balanced budget with road and drainage revenues and expenditures at \$2,432,500 has been presented to the Board/Council for consideration.

Should the Board desire to proceed with the preliminary assessment rate of \$250 per acre, it is important to note that there was an error in the required notice. The Town’s finance director, Chris Wallace of Munilytics, made a mistake in the transmission of the notification to the Palm Beach County Property Appraiser’s office of the preliminary trim and non-ad valorem rate as he indicated the rate was to be \$200 per acre instead of \$250 as had been adopted by the Board. Due to the error, the TRIM notices indicated the proposed rate was \$200. In order to assess a rate above \$200 the Board would have to direct the readvertisement of the assessment hearing and conduct a public hearing at least 20 days after the re-notice was sent out. Mr. Wallace has recognized his error and in the attached memorandum has laid out the process to correct the notice and consider adoption of a rate above \$200 per acre. Munilytics has agreed to pay the costs associated with re-noticing the hearing. Due to the timing, following this process would require the District/Town to collect the assessments rather than the assessments being collected by the Tax Collector’s office through the Uniform Method of Collection.



155 F Road Loxahatchee Groves, FL 33470

If the Board is in favor of keeping the assessment rate at \$200 or less, there will be no need to re-notice the assessment hearing and conduct a further hearing.

The final non-ad valorem assessments rates and budgets are as follows:

	<b><u>Proposed</u></b> <b><u>FY 2024</u></b>	<b><u>Adopted</u></b> <b><u>FY 2023</u></b>	<b><u>Change</u></b>
<b>Roads &amp; Drainage</b>	\$ 200.00	\$ 200.00	-

**Recommendations:**

Move to approve ***Resolution No. 2024-DD05*** adopting the final FY 2024/2025 non-ad valorem assessment rates, budgets and assessment rolls for Roads and Drainage.

**LOXAHATCHEE GROVES WATER CONTROL DISTRICT  
RESOLUTION NO. 2024-DD05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE PROVISION OF DISTRICT SERVICES, INCLUDING WATER CONTROL MAINTENANCE AND REPAIR OF DRAINAGE AND ROADWAYS; APPROVING THE ASSESSMENT RATE FOR DISTRICT SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; IMPOSING A DISTRICT SPECIAL ASSESSMENT FOR THE PROVISION OF DISTRICT SERVICES; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS PURSUANT TO THE UNIFORM METHOD OF COLLECTION; APPROVING THE DISTRICT BUDGET FOR FISCAL YEAR 2024/2025 TO BE ADOPTED AS PART OF THE TOWN'S BUDGET BY THE TOWN COUNCIL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on July 2, 2024, the Board of Supervisors of the Loxahatchee Groves Water Control District, a Dependent District of the Town of Loxahatchee Groves (the "Board") approved Resolution **2024-DD04** (the Preliminary Resolution"), which adopted the Preliminary Assessment Rate, provided for, or referenced the findings of special benefit and fair apportionment, and set forth or referenced the methodology used to apportion the District Services Assessed Costs; and

**WHEREAS**, the Loxahatchee Groves Water Control District, a Dependent District of the Town of Loxahatchee Groves (the "District") held a public hearing on September 3, 2024, to adopt the non-ad valorem special assessment roll for funding all or a portion of the District Services; and

**WHEREAS**, notice of public hearing has been provided by Palm Beach County pursuant to Section, 197.3635, Florida Statutes; and

**WHEREAS**, affected property owners have had the right to file written objections to the non-ad valorem special assessment and to appear at the public hearing; and

**WHEREAS**, the District has equalized or adjusted the non-ad valorem special assessment as dictated by fairness and right; and

**WHEREAS**, the Fiscal Year 2024/2025 budget estimates for the expenditures of the District including all of its departments, divisions, funds, and offices, have been prepared and submitted to the District Board of Supervisors.

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

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

**SECTION 2. AUTHORITY.** This Resolution is adopted pursuant to the provisions of Chapter 2018-175, Laws of Florida, (the "Special Act"), Chapters 99-425 and 2004-410, Laws of Florida, which by virtue of the approval of the dependency referendum on June 25, 2018, became ordinances of the Town and are codified as Section 46-1 "Loxahatchee Groves Water Control District" of the Code of Ordinances of the Town of Loxahatchee Groves, Chapters 189 and 298, Florida Statutes, and other applicable provisions of law.

**SECTION 3. PURPOSE AND DEFINITIONS.** This Resolution constitutes the Assessment Resolution which imposes the annual special assessments, as authorized in the Special Act and Chapters 189 and 298, Florida Statutes; adopts and approves the Assessment Roll; directs the imposition of District Special Assessment for the Fiscal Year beginning October 1, 2024, and approves the District's budget for Fiscal Year 2024/2025. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Preliminary Assessment Resolution, Special Acts, and Chapters 189 and 197, Florida Statutes. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa.

**SECTION 4. PUBLIC PURPOSE.** It is necessary, serves a public purpose consistent with the purposes of the district, and is in the best interests of the district to levy the non-ad valorem special assessment to fund the Assessed Costs for the provision of District Services.

**SECTION 5. LEVY OF ASSESSMENT.** The Loxahatchee Groves Water Control District shall levy the non-ad valorem special assessment to fund the Assessed Costs for the provision of District Services.

**SECTION 6. APPROVAL OF METHOD OF COMPUTING ASSESSMENT.** The method for computing the District Special Assessment provided for or referenced within the Preliminary Resolution is hereby approved, as supplemented, and modified herein.

**SECTION 7. FINDINGS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT.** The findings set forth or referenced within the Preliminary Resolution as to special benefit to Assessed Properties, and the fairness and reasonableness of the methodology for the Assessment, are hereby confirmed and ratified, and fully incorporated herein.

**SECTION 8. ASSESSMENT AMOUNT.** The District Services Assessed Costs to be assessed and apportioned among benefited parcels pursuant to the cost apportionment shall be \$1,560,164. The Assessable Unit Apportionment for the Fiscal Year commencing October 1, 2024, is \$200 per Unit. The approval of the rate schedule by the adoption of this Final Assessment Resolution determines the amount of the District Services Assessed Costs. The remainder of the Fiscal Year budget for District Services shall be funded from available District revenue other than District Special Assessment proceeds.

**SECTION 9. LEVY AND IMPOSITION OF SPECIAL ASSESSMENT.** The above rates are hereby approved, and the District Special Assessments set forth herein are hereby levied and imposed on all assessed parcels of Assessed Property described in the Assessment Roll.

**SECTION 10. CONFIRMATION OF ASSESSMENT ROLL/LIENS.** The Assessment Roll shall be filed with the District's Clerk, through the Office of the Town Clerk of the Town of Loxahatchee Groves, and such assessments shall be confirmed. All District Special Assessments shall constitute legal, valid, and binding first liens, unless otherwise provided by law, upon property against which such assessments are made until paid.

**SECTION 11. CERTIFICATION OF ASSESSMENT ROLL.** The Assessment Roll, as adopted and approved herein, shall be certified by the Assessment Coordinator, and delivered to the Palm Beach County Tax Collector.

**SECTION 12. COLLECTION OF ASSESSMENTS.** The Fiscal Year 2024-2025 District Special Assessments shall be collected pursuant to the Uniform Method of Collection as set forth in Section 197.3632, Florida Statutes.

**SECTION 13. FINAL ADJUDICATION OF ISSUES.** The adoption of this Resolution shall be the final adjudication of any and all issues relating to the District Special Assessment (including, but not limited to, the determinations of special benefit, the methods of apportionment and the assessment rates).

**SECTION 14. APPROVAL OF DISTRICT BUDGET.** The budget estimates, a copy of which are attached hereto and expressly made a part hereof as Exhibit "A," are hereby approved as the Fiscal Year 2024/2025 Budget and shall be adopted as part of the Town's budget by the Town Council which time it will be in full force and effect for the fiscal year of the District, commencing on October 1, 2024, and terminating on September 30, 2025. From time-to-time, the District may transfer from one fund, account, or department to another as the necessity for the same may occur without being required to amend the terms and provisions of this Resolution. The provisions of this Resolution shall not be deemed to be a limitation of the power granted to the District by applicable law and which relate to the fiscal management of the District's funds.

**SECTION 15. CONFLICTS.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 16. SEVERABILITY.** If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

**SECTION 17. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its passage and adoption.



Supervisor \_\_\_\_\_ offered the foregoing resolution. Supervisor \_\_\_\_\_  
seconded the motion.

**ADOPTED BY THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A  
DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA,  
THIS 3<sup>rd</sup> DAY OF SEPTEMBER 2024.**

LOXAHATCHEE GROVES WATER  
CONTROL DISTRICT

ATTEST:

\_\_\_\_\_  
Clerk for the Loxahatchee Groves  
Water Control District

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Attorney for the Loxahatchee Groves  
Water Control District

\_\_\_\_\_  
*Voted:*  
Chairperson/President Anita Kane

\_\_\_\_\_  
*Voted:*  
Supervisor/Treasurer Margaret Herzog

\_\_\_\_\_  
*Voted:*  
Supervisor Laura Danowski

\_\_\_\_\_  
*Voted:*  
Supervisor Phillis Maniglia

\_\_\_\_\_  
*Voted:*  
Supervisor Robert Shorr

# TOWN OF LOXAHATCHEE GROVES

Item 9.

## Proposed 2024-2025 Fiscal Year Budget (FY25) FY25 Budget Workbook: Version 1 for Budget Workshop TBD

### STATEMENT OF REVENUES & EXPENDITURES BY FUND

		FY 2023	FY 2024	FY 2025
		Audited	Amended	Proposed - as of 8/22
<b>GENERAL FUND</b>		3 mills	3 mills	3 mills
<b><u>REVENUES</u></b>				
<b>Taxes</b>				
001-01-31-311-31000	<u>Ad Valorem Taxes</u>	\$ 1,291,263	\$ 1,502,208	\$ 1,727,000
001-01-31-314-31410	<u>Electric Utility Tax</u>	\$ 430,597	\$ 391,000	\$ 430,000
001-01-31-314-31440	<u>Gas Utility Tax Metered</u>	\$ -	\$ -	\$ -
001-01-31-314-31480	<u>Utility Service Tax- Propane</u>	\$ 9,812	\$ 11,000	\$ 16,000
001-01-31-315-31500	<u>Communication Services</u>	\$ 91,491	\$ 94,000	\$ 95,000
	<b>Sub Totals</b>	<b>\$ 1,823,163</b>	<b>\$ 1,998,208</b>	<b>\$ 2,268,000</b>
<b>Licenses &amp; Permits</b>				
001-01-31-316-31600	<u>Local Business Tax</u>	\$ 65,085	\$ 100,000	\$ 100,000
001-01-32-323-32900	<u>Other Permits Fees and Special Assessments</u>	\$ -	\$ -	\$ -
001-01-32-329-32900	<u>Building Permits</u>	\$ 179,355	\$ 200,000	\$ 330,000
001-01-32-329-32901	<u>Other Permits</u>	\$ 8,007	\$ 60,000	\$ -
001-01-32-329-32902	<u>RV Registrations</u>	\$ 2,250	\$ -	\$ 20,000
001-01-32-329-32903	<u>Floodplain Development Permit</u>	\$ 11,866	\$ -	\$ 12,000
001-01-32-329-32906	<u>ROW Permits</u>	\$ -	\$ -	\$ 1,000
001-01-32-329-32904	<u>Water Use Permits</u>	\$ -	\$ -	\$ -
001-01-32-329-32940	<u>Watershed Permits</u>	\$ -	\$ -	\$ -
001-01-32-334-33450	<u>FEMA Reimbursements</u>	\$ -	\$ -	\$ -
001-01-34-341-34020	<u>Lien Searches</u>	\$ -	\$ -	\$ -
	<b>Sub Totals</b>	<b>\$ 266,563</b>	<b>\$ 360,000</b>	<b>\$ 463,000</b>
<b>Franchise Fees</b>				
001-01-32-323-32310	<u>FPL Franchise Fee</u>	\$ 367,748	\$ 310,000	\$ 330,000
001-01-32-323-30430	<u>Electric Utility Franchise</u>	\$ -	\$ -	\$ -
001-01-32-323-32330	<u>PBC Water Utility Franchise</u>	\$ 32,660	\$ 30,000	\$ 31,000
001-01-32-323-32360	<u>PBC Sewer Utility Franchise</u>	\$ 13,490	\$ -	\$ 13,000
001-01-32-323-32370	<u>Solid Waste Franchise</u>	\$ 228,445	\$ 190,000	\$ 225,000
001-01-32-323-32390	<u>Hauler's Franchise Fee</u>	\$ 7,126	\$ 6,800	\$ 10,000
	<b>Sub Totals</b>	<b>\$ 649,469</b>	<b>\$ 536,800</b>	<b>\$ 609,000</b>
<b>Charges for Services</b>				
001-01-34-341-34190	<u>Cost Recovery Fees</u>	\$ 197,401	\$ 210,000	\$ 223,000
001-01-34-341-34180	<u>Planning &amp; Zoning Fees</u>	\$ -	\$ -	\$ 55,000
001-01-32-323-31900	<u>Other Gen Govt Charges and Fees</u>	\$ -	\$ -	\$ -
001-01-34-341-34000	<u>General Government Charges</u>	\$ 4,766	\$ 9,000	\$ 9,000
	<b>Sub Totals</b>	<b>\$ 202,167</b>	<b>\$ 219,000</b>	<b>\$ 287,000</b>
<b>Intergovernmental</b>				
001-01-33-334-50000	<u>State Grant Economic Env</u>			\$ -
001-01-33-335-35120	<u>Municipal Revenue Sharing</u>	\$ 90,591	\$ 86,000	\$ 84,700
001-01-33-335-35140	<u>Mobile Home License Tax</u>	\$ -	\$ -	\$ -
001-01-33-335-35150	<u>Alcoholic Beverage License Tax</u>	\$ 1,755	\$ 6,000	\$ 6,000
001-01-33-335-35180	<u>Half Cent Sales Tax</u>	\$ 348,757	\$ 330,000	\$ 334,600

TOWN OF LOXAHATCHEE GROVES

Item 9.

Proposed 2024-2025 Fiscal Year Budget (FY25)

FY25 Budget Workbook: Version 1 for Budget Workshop TBD

STATEMENT OF REVENUES & EXPENDITURES BY FUND

		FY 2023	FY 2024	FY 2025
		Audited	Amended	Proposed - as of 8/22
001-01-33-338-33800	SHARED REVENUE FROM OTHER LOCAL			\$ -
	Sub Totals	\$ 441,103	\$ 422,000	\$ 425,300
Fines & Forefeitures				
001-01-35-351-35150	Court Fines	\$ -	\$ -	\$ 5,000
001-01-35-354-35400	Code Enforcement Fines	\$ 100,255	\$ 10,000	\$ 11,000
	Sub Totals	\$ 100,255	\$ 10,000	\$ 16,000
Investment Income				
001-01-36-361-36110	Interest	\$ 9,663	\$ 5,000	\$ 59,000
001-14-36-361-36110	Interest fpr FMIVT	\$ 5,154	\$ -	\$ -
	Sub Totals	\$ 14,817	\$ 5,000	\$ 59,000

# TOWN OF LOXAHATCHEE GROVES

Item 9.

## Proposed 2024-2025 Fiscal Year Budget (FY25) FY25 Budget Workbook: Version 1 for Budget Workshop TBD

### STATEMENT OF REVENUES & EXPENDITURES BY FUND

		FY 2023	FY 2024	FY 2025
		Audited	Amended	Proposed - as of 8/22
<b>Miscellaneous</b>				
	<u>Credit Card Surcharge</u>			\$ 10,000
001-01-36-369-36991	<u>Contributions &amp; Donations - Private Sources</u>	\$ 1,000	\$ -	\$ -
001-01-32-329-32905	<u>Alarm Registration</u>	\$ -	\$ -	\$ 5,000
001-01-35-354-35401	<u>Alarm Violation</u>	\$ 6,551	\$ -	\$ -
001-01-35-354-35410	<u>Tree Mitigation</u>	\$ -	\$ -	\$ -
001-01-36-369-36990	<u>Other Miscellaneous Revenue</u>	\$ 7,102	\$ 1,000	\$ 1,000
	<b>Sub Totals</b>	<b>\$ 14,653</b>	<b>\$ 1,000</b>	<b>\$ 16,000</b>
<b>Transfers</b>				
001-01-32-341-34135	<u>Administrative Charge Dependent District</u>	\$ 172,500	\$ 172,500	\$ 172,500
001-01-38-381-38100	<u>Transfer from Fund Balance</u>	\$ -	\$ 506,059	\$ -
001-01-38-381-38135	<u>Transfer from CIP Fund</u>	\$ -	\$ -	\$ -
001-01-38-381-38145	<u>Transfer from Solid Waste Fund</u>	\$ -	\$ -	\$ -
	<b>Sub Totals</b>	<b>\$ 172,500</b>	<b>\$ 678,559</b>	<b>\$ 172,500</b>
	<b>Total Revenues</b>	<b>\$ 3,684,690</b>	<b>\$ 4,230,568</b>	<b>\$ 4,315,800</b>
		\$ -	\$ -	\$ -
				\$ -
<b>EXPENSES</b>				
<b>Town Council</b>				
001-10-51-512-51200	<u>Regular Salaries</u>	\$ 45,000	\$ 45,000	\$ 45,000
001-10-51-512-52100	<u>FICA &amp; Medicare Taxes</u>	\$ 3,653	\$ 3,443	\$ 3,500
001-10-51-511-53100	<u>Professional Service-Lobbyist</u>	\$ 30,622	\$ 70,000	\$ 75,000
001-10-51-511-53101	<u>Town Council Legal Expense</u>			
001-10-51-511-54000	<u>Travel</u>	\$ 2,319	\$ 5,000	\$ 5,000
001-10-51-511-54900	<u>Other Operating Expenses</u>	\$ -	\$ -	\$ -
001-10-51-511-54990	<u>Other Current Charges - Council Reimbursement</u>	\$ -	\$ -	\$ -
001-10-51-511-55100	<u>Office Supplies</u>	\$ 465	\$ -	\$ -
001-10-51-511-55200	<u>Operating Supplies</u>	\$ 798	\$ -	\$ -
001-10-51-511-55400	<u>Books, Publications, Subscriptions</u>	\$ 4,268	\$ 5,000	\$ 5,000
001-10-51-511-55500	<u>Education &amp; Training</u>	\$ -	\$ 3,000	\$ 3,000
001-10-51-511-58200	<u>Special Events/ Contributions</u>	\$ 16,604	\$ 10,000	\$ 10,000
	<b>Sub Totals</b>	<b>\$ 103,729</b>	<b>\$ 141,443</b>	<b>\$ 146,500</b>
<b>Town Administration</b>				
001-12-51-512-51200	<u>Regular Salaries</u>	\$ 472,930	\$ 518,013	\$ 535,000
001-12-51-512-51400	<u>Overtime</u>	\$ 6,234	\$ 17,500	\$ 5,000
001-12-51-512-51500	<u>Special Pay</u>	\$ -	\$ -	\$ -
001-12-51-512-52100	<u>FICA &amp; Medicare Taxes</u>	\$ 40,261	\$ 39,628	\$ 41,300
001-12-51-512-52200	<u>Retirement FRS</u>	\$ 88,154	\$ 106,502	\$ 102,000
001-12-51-512-52201	<u>Investment Town Manager</u>	\$ -	\$ -	\$ -
001-12-51-512-52300	<u>Health and Life Insurance</u>	\$ 24,249	\$ 53,366	\$ 43,000
001-12-51-512-52400	<u>Worker's Compensation</u>	\$ 23,043	\$ 1,805	\$ 2,500
001-12-51-512-53400	<u>Other Services</u>	\$ 5,278	\$ 3,000	\$ 3,000
001-12-51-512-54000	<u>Travel</u>	\$ 6,038	\$ 9,000	\$ 5,000
001-12-51-512-54200	<u>Postage and Freight</u>	\$ 4,060	\$ 3,000	\$ 4,000
001-12-51-512-54900	<u>Other Operating Expenses (Misc.-Recording Fees)</u>	\$ 5,707	\$ 8,000	\$

TOWN OF LOXAHATCHEE GROVES

Proposed 2024-2025 Fiscal Year Budget (FY25)

FY25 Budget Workbook: Version 1 for Budget Workshop TBD

STATEMENT OF REVENUES & EXPENDITURES BY FUND

		FY 2023	FY 2024	FY 2025
		Audited	Amended	Proposed - as of 8/22
001-12-51-512-54930	<u>Election Expense</u>	\$ 484	\$ 20,000	\$ 20,000
001-12-51-512-54960	<u>Legal Advertising</u>	\$ 9,457	\$ 5,000	\$ 6,000
001-12-51-512-55100	<u>Office Supplies</u>	\$ 19,254	\$ 10,000	\$ 10,000
001-12-51-512-55400	<u>Books, Publications, Subscriptions</u>	\$ 5,133	\$ 6,000	\$ 6,000
001-12-51-512-55500	<u>Education &amp; Training</u>	\$ 4,294	\$ 4,000	\$ 5,000
001-14-51-513-53110	<u>Professional Service-Payroll Fees</u>	\$ 8,000	\$ 8,000	\$ 9,000
<b>Sub Totals</b>		<b>\$ 714,576</b>	<b>\$ 812,814</b>	<b>\$ 804,800</b>

# TOWN OF LOXAHATCHEE GROVES

Item 9.

## Proposed 2024-2025 Fiscal Year Budget (FY25)

FY25 Budget Workbook: Version 1 for Budget Workshop TBD

### STATEMENT OF REVENUES & EXPENDITURES BY FUND

		FY 2023	FY 2024	FY 2025
		Audited	Amended	Proposed - as of 8/22
<b>Financial Services</b>				
001-14-51-513-53200	<u>Accounting &amp; Internal Audit Services</u>	\$ 128,087	\$ 100,000	\$ 125,000
001-14-51-513-53300	<u>Independent Annual Audit Services</u>	\$ -	\$ 25,000	\$ 25,000
001-14-51-513-53460	<u>Other Services -</u>	\$ 302	\$ -	\$ -
001-32-51-519-54940	<u>Inspector General Office</u>	\$ -	\$ -	\$ -
001-14-51-513-54000	<u>Travel</u>	\$ -	\$ -	\$ -
001-14-51-513-54700	<u>Printing &amp; Binding</u>	\$ -	\$ -	\$ -
001-14-51-513-54910	<u>Merchant Bank credit Charges</u>	\$ 10,910	\$ 10,000	\$ 10,000
001-14-51-513-54960	<u>Legal Advertising</u>	\$ -	\$ -	\$ -
001-14-51-513-55400	<u>Books, Publications, Subscriptions</u>	\$ 2,136	\$ -	\$ -
001-14-51-513-55500	<u>Education &amp; Training</u>	\$ -	\$ -	\$ -
001-14-51-514-53110	<u>Professional Service- Paychex</u>	\$ -	\$ -	\$ -
	<b>Sub Totals</b>	<b>\$ 141,435</b>	<b>\$ 135,000</b>	<b>\$ 160,000</b>
<b>Legal Services</b>				
	<u>Regular Salaries</u>			\$ 195,000
	<u>Overtime</u>			
	<u>FICA Taxes</u>			\$ 14,918
	<u>Retirement FRS</u>			\$ 53,697
	<u>Health and Life Insurance</u>			\$ 29,239
	<u>Workers' Compensation</u>			\$ 1,000
	<u>Equipment</u>			\$ 2,500
	<u>Office Supplies</u>			\$ 1,250
	<u>Books, Publications, Subscriptions</u>			\$ 750
	<u>Education &amp; Training</u>			\$ 2,500
	<u>Computer Research</u>			\$ 3,000
001-16-51-514-53100	<u>Professional Services-Legal</u>	\$ 308,062	\$ 175,000	\$ 56,000
001-16-51-514-53101	<u>Litigation</u>	\$ 84,843	\$ -	\$ -
	<b>Sub Totals</b>	<b>\$ 392,905</b>	<b>\$ 175,000</b>	<b>\$ 359,854</b>
<b>Building</b>				
001-18-51-519-51200	<u>Regular Salaries</u>		\$ 82,000	\$ 171,000
001-18-51-515-51400	<u>Overtime-Building</u>		\$ 1,500	\$ -
001-18-51-519-52100	<u>FICA Taxes</u>		\$ 6,388	\$ 13,000
001-18-51-519-52200	<u>Retirement FRS</u>		\$ 11,331	\$ 24,000
001-18-51-519-52300	<u>Health and Life Insurance</u>		\$ 9,319	\$ 25,000
001-18-51-519-52400	<u>Workers' Compensation</u>		\$ 134	\$ 8,000
001-20-51-515-53100	<u>Building &amp; Zoning Professional Service</u>		\$ 65,000	\$ 90,000
001-18-51-518-53100	<u>Professional Service- Building Inspection Services</u>	\$ 153,089		\$ -
001-18-51-519-53400	<u>Engineering Services</u>	\$ -	\$ -	\$ -
001-18-51-519-54000	<u>Travel</u>	\$ -	\$ -	\$ 5,000
001-20-51-511-55200	<u>Building Office Supplies</u>	\$ -	\$ -	\$ 5,000
	<u>Books, Publications, Subscriptions</u>			\$ 3,000
	<u>Computer Services</u>			\$ 10,000
	<u>Building permit - zoning review</u>			\$ 20,000
	<u>Education &amp; Training</u>			\$ 3,000
	<b>Sub Totals</b>	<b>\$ 153,089</b>	<b>\$ 175,672</b>	<b>\$ 377,000</b>
<b>Planning</b>				

# TOWN OF LOXAHATCHEE GROVES

Item 9.

## Proposed 2024-2025 Fiscal Year Budget (FY25) FY25 Budget Workbook: Version 1 for Budget Workshop TBD

### STATEMENT OF REVENUES & EXPENDITURES BY FUND

		FY 2023	FY 2024	FY 2025
		Audited	Amended	Proposed - as of 8/22
001-20-51-515-53451	<u>Planner On Call</u>	\$ 4,501	\$ 10,000	\$ 25,000
001-20-51-515-53400	<u>Other Services-Planning Process</u>	\$ 30,078	\$ 4,000	\$ -
001-20-51-515-53420	<u>Comprehensive Plan/Rural Vista Guidelines</u>	\$ 29,086	\$ 30,000	\$ 30,000
001-20-51-515-53450	<u>Planning &amp; Zoning Contract</u>	\$ 64,441	\$ 45,000	\$ 60,000
001-20-51-515-53490	<u>Cost Recovery Expenditure</u>	\$ 196,933	\$ 160,000	\$ 212,000
001-20-51-515-54960	<u>Legal Advertising</u>	\$ -	\$ 9,500	\$ 9,500
	<b>Sub Totals</b>	<b>\$ 325,039</b>	<b>\$ 258,500</b>	<b>\$ 336,500</b>
<b>Code Enforcement</b>				
001-22-51-519-53150	<u>Special Magistrate</u>	\$ 26,075	\$ 25,000	\$ 25,000
001-22-51-519-53400	<u>Other Services - Code</u>	\$ 2,250		\$ 3,000
001-22-51-511-54100	<u>Legal Advertising</u>		\$ 5,000	\$ 5,000
001-22-51-519-53430	<u>Code Compliance</u>	\$ 22,623	\$ 3,000	\$ -
001-22-51-519-53100	<u>Professional Services-Legal</u>	\$ 128,389	\$ 75,000	
001-22-51-519-53101	<u>Professional Services-Expert Witness</u>			\$ 7,300
001-22-51-519-51200	<u>Regular Salaries</u>	\$ 45,419	\$ 91,780	\$ 112,000
001-22-51-519-51400	<u>Overtime</u>			
001-22-51-519-52100	<u>FICA Taxes</u>	\$ 3,508	\$ 7,021	\$ 9,000
001-22-51-519-52200	<u>Retirement FRS</u>	\$ 2,199	\$ 15,398	\$ 12,000
001-22-51-519-52300	<u>Health and Life Insurance</u>	\$ 1,299	\$ 15,060	\$ -
001-22-51-519-52400	<u>Workers' Compensation</u>		\$ 4,071	\$ 13,000
001-22-51-519-53110	<u>Professional Service-ADP</u>			\$ -
001-22-51-519-55210	<u>Fuel</u>			\$ 2,500
001-22-51-519-56400	<u>Machinery and Equipment</u>			
001-22-51-519-54680	<u>Vehicle Maintenance</u>			\$ 500
001-22-51-519-54000	<u>Travel</u>			\$ -
001-22-51-519-55500	<u>Education &amp; Training</u>	\$ -	\$ 1,000	\$ 1,000
001-22-51-519-54440	<u>Rental and Leases - Equip, Storage, etc</u>			\$ -
	<b>Sub Totals</b>	<b>\$ 231,762</b>	<b>\$ 242,330</b>	<b>\$ 190,300</b>
<b>Communications &amp; Technology</b>				
001-10-51-511-54100	<u>Communication Services</u>			\$ -
001-12-51-511-54100	<u>Communication Services(Manager)</u>	\$ 25,454	\$ -	\$ -
001-12-51-512-54100	<u>Communication Services</u>	\$ -	\$ -	\$ -
001-14-51-513-54920	<u>Computer Services</u>	\$ 7,387	\$ -	\$ -
001-30-53-539-53400	<u>Other Services</u>	\$ 6,408	\$ -	\$ -
001-32-51-513-54920	<u>Other Current Charges -Computer Services (Hosting)</u>	\$ 40,852	\$ -	\$ -
001-32-51-519-54910	<u>Computer Hardware and Software</u>	\$ -	\$ 30,000	\$ -
001-31-51-519-54922	<u>Computer Subscription Services</u>			\$ 45,000
001-32-51-519-54920	<u>Computer Services</u>	\$ 43,287	\$ 30,000	\$ -
001-32-51-519-54109	<u>Computer Services, Node (0), Office 365</u>			\$ 30,000
001-31-51-519-54103	<u>Cellular Services</u>		\$ 7,500	\$ 7,500
001-31-51-519-54105	<u>Website Costs</u>		\$ 20,000	\$ 20,000
001-31-51-519-54107	<u>Internet Service</u>		\$ 12,000	\$ 12,000
	<b>Sub Totals</b>	<b>\$ 123,388</b>	<b>\$ 99,500</b>	<b>\$ 114,500</b>
<b>Public Safety</b>				
001-26-52-521-53410	<u>Law Enforcement (PBSO)</u>	\$ 640,866	\$ 661,000	\$ 668,000
	<b>Sub Totals</b>	<b>\$ 640,866</b>	<b>\$ 661,000</b>	<b>\$</b>

# TOWN OF LOXAHATCHEE GROVES

Item 9.

## Proposed 2024-2025 Fiscal Year Budget (FY25)

FY25 Budget Workbook: Version 1 for Budget Workshop TBD

### STATEMENT OF REVENUES & EXPENDITURES BY FUND

		FY 2023	FY 2024	FY 2025
		Audited	Amended	Proposed - as of 8/22
<b>Non-departmental</b>				
001-32-51-519-51949	<u>Other Operating Expenses</u>			\$ -
001-24-51-524-52400	<u>Worker's Compensation</u>			
001-32-51-519-53400	<u>Other Services--Janitorial &amp; Maintenance</u>	\$ 18,662	\$ 20,000	\$ 20,000
001-32-51-519-54300	<u>Utilities</u>	\$ 8,159	\$ 10,000	\$ 11,000
001-32-51-519-54440	<u>Rental and Leases - Equip, Storage, etc</u>	\$ 7,427	\$ 13,000	\$ 13,000
001-32-51-519-54500	<u>Insurance</u>	\$ 75,944	\$ 90,000	\$ 108,000
001-32-51-519-54600	<u>Repair and Maintenance - Building</u>	\$ 4,391	\$ 10,000	\$ 10,000
001-32-51-519-54700	<u>Printing &amp; Binding</u>			\$ -
001-32-51-539-53400	<u>Other Services</u>	\$ 135	\$ -	
	<b>Sub Totals</b>	<b>\$ 114,718</b>	<b>\$ 143,000</b>	<b>\$ 162,000</b>
<b>Other Agencies, Boards &amp; Committees</b>				
001-90-51-519-58220	<u>Loxahatchee Groves - CERT</u>		\$ 4,127	\$ -
001-32-51-519-58220	<u>Loxahatchee Groves - CERT</u>	\$ -	\$ -	\$ -
	<b>Sub Totals</b>	<b>\$ -</b>	<b>\$ 4,127</b>	<b>\$ -</b>
<b>Capital Outlay</b>				
001-90-51-519-56140	<u>Land</u>	\$ -	\$ -	\$ -
001-90-51-519-56200	<u>Capital Outlay - Buildings</u>	\$ -	\$ -	\$ -
	<b>Sub Totals</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Contingency</b>				
001-90-51-519-59990	<u>Contingency</u>			\$ -
	<b>Sub Totals</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



# TOWN OF LOXAHATCHEE GROVES

Item 9.

## Proposed 2024-2025 Fiscal Year Budget (FY25)

FY25 Budget Workbook: Version 1 for Budget Workshop TBD

### STATEMENT OF REVENUES & EXPENDITURES BY FUND

		FY 2023	FY 2024	FY 2025
		Audited	Amended	Proposed - as of 8/22
<b>Transfers</b>				
001-90-51-519-59101	<u>Transfer to Transportation Fund</u>	\$ -	\$ -	\$ -
001-90-51-519-59305	<u>Transfer to C.I.P Fund</u>			\$ -
001-90-58-581-59405	<u>Transfer to Solid Waste Fund</u>	\$ 135,365	\$ 118,000	\$ -
001-90-58-581-59000	<u>Transfer to Fund Balance</u>	\$ -	\$ 61,328	\$ -
001-90-58-581-59101	<u>Transfer to Transportation Fund</u>	\$ -	\$ -	\$ -
001-90-58-581-59103	<u>Transfer to L.O.S.T Fund</u>	\$ -	\$ -	\$ -
001-90-58-581-59104	<u>Transfer to Roads and Drainage</u>	\$ 264,000	\$ -	\$ 595,493
001-90-58-581-59305	<u>Transfer to C.I.P Fund</u>	\$ 416,754	\$ 1,202,853	\$ 394,000
<b>Sub Totals</b>		<b>\$ 816,119</b>	<b>\$ 1,382,181</b>	<b>\$ 989,493</b>
<b>Total Expenses</b>		<b>\$ 3,757,626</b>	<b>\$ 4,230,567</b>	<b>\$ 4,308,947</b>
<b>NET SURPLUS/(DEFICIT)</b>		<b>\$ (72,936)</b>	<b>\$ -</b>	<b>\$ 6,853</b>
				\$ -

# TOWN OF LOXAHATCHEE GROVES

Item 9.

## Proposed 2024-2025 Fiscal Year Budget (FY25) FY25 Budget Workbook: Version 1 for Budget Workshop TBD

### STATEMENT OF REVENUES & EXPENDITURES BY FUND

		FY 2023	FY 2024	FY 2025
		Audited	Amended	Proposed - as of 8/22
<b>101 - Transportation Fund</b>				
<b><u>REVENUES</u></b>				
<b>Intergovernmental</b>				
101-01-31-312-34100	<u>1st Local option Fuel Tax (6c)</u>	\$ 278,595	\$ 278,836	\$ 268,000
101-01-31-312-34200	<u>2nd Local Option Fuel Tax(5c)</u>	\$ 126,718	\$ 127,550	\$ 128,000
101-01-33-335-33500	<u>FEMA</u>			
101-01-36-361-36110	<u>Interest</u>			\$ 4,000
	<b>Sub Totals</b>	<b>\$ 405,313</b>	<b>\$ 406,386</b>	<b>\$ 400,000</b>
<b>Miscellaneous</b>				
101-01-36-366-36991	<u>Contributions &amp; Donations - Private Sources</u>			
	<b>Sub Totals</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Transfers</b>				
101-01-38-381-38100	<u>Transfer from Fund Balance</u>			
101-01-38-381-38110	<u>Contribution from General Fund</u>			
101-01-38-381-38135	<u>Transfer from CIP Fund</u>			
	<b>Sub Totals</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Non-Revenues/Other Sources</b>				
101-01-38-384-38410	<u>Debt Proceeds</u>			
	<b>Sub Totals</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
	<b>Total Revenues</b>	<b>\$ 405,313</b>	<b>\$ 406,386</b>	<b>\$ 400,000</b>
		\$ -		\$ -
				\$ -
<b><u>EXPENSES</u></b>				
<b>Transportation</b>				
101-40-54-541-54670	<u>Traffic Control Signs 6c</u>			
101-40-54-541-54680	<u>Town Roads Maintenance 6c</u>			
101-40-54-541-54690	<u>District Road Maintenance</u>			
	<b>Sub Totals</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Capital Outlay</b>				
101-40-54-541-56310	<u>Roads &amp; Streets - New Construction - 5c</u>			
101-40-54-541-56312	<u>Special Projects</u>			
101-40-54-541-56320	<u>Roads &amp; Streets - New Construction - 5c</u>			
	<b>Sub Totals</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Debt Service</b>				
101-40-54-541-57101	<u>Principal</u>			
101-40-54-541-57201	<u>Interest</u>			
101-40-54-541-57301	<u>Other Debt Service Costs</u>			
	<b>Sub Totals</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Transfers</b>				
101-40-58-581-59000	<u>Transfer to General Fund</u>			
101-40-58-581-59103	<u>Transfer to L.O.S.T fund</u>			
101-40-58-581-59105	<u>Transfer to Roads &amp; Drainage Fund</u>	\$ 277,000	\$ 278,836	\$ 268,000
101-40-58-581-59305	<u>Transfer to C.I.P Fund</u>	\$ 225,337	\$ 127,550	\$

TOWN OF LOXAHATCHEE GROVES

Item 9.

Proposed 2024-2025 Fiscal Year Budget (FY25)

FY25 Budget Workbook: Version 1 for Budget Workshop TBD

STATEMENT OF REVENUES & EXPENDITURES BY FUND

		FY 2023	FY 2024	FY 2025
		Audited	Amended	Proposed - as of 8/22
101-40-58-581-59405	<u>Transfer to Solid Waste Fund</u>			
101-40-58-581-59935	<u>Transfer to Fund Balance 5c</u>			
101-40-58-581-59936	<u>Transfer to Fund Balance 6c</u>			
<b>Sub Totals</b>		<b>\$ 502,337</b>	<b>\$ 406,386</b>	<b>\$ 400,000</b>
<b>Total Expenses</b>		<b>\$ 502,337</b>	<b>\$ 406,386</b>	<b>\$ 400,000</b>
<b>NET SURPLUS/(DEFICIT)</b>		<b>\$ (97,024)</b>		<b>\$ -</b>
				<b>\$ -</b>

# TOWN OF LOXAHATCHEE GROVES

Item 9.

## Proposed 2024-2025 Fiscal Year Budget (FY25) FY25 Budget Workbook: Version 1 for Budget Workshop TBD

### STATEMENT OF REVENUES & EXPENDITURES BY FUND

		FY 2023	FY 2024	FY 2025
		Audited	Amended	Proposed - as of 8/22
<b>103 - Local Option Sales Tax (L.O.S.T) Fund</b>				\$ -
<b><u>REVENUES</u></b>				
Intergovernmental				
103-01-31-312-31260	<u>Sales Tax Infrastructure</u>	\$ 330,728	\$ 334,000	\$ 329,800
103-01-36-361-36110	<u>Interest</u>			\$ 6,500
	<b>Sub Totals</b>	<b>\$ 330,728</b>	<b>\$ 334,000</b>	<b>\$ 336,300</b>
Transfers				
103-01-31-381-38100	<u>Transfer from Fund Balance</u>			\$ 47,000
	<b>Sub Totals</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 47,000</b>
103-14-36-361-36110	<u>Interest for FMIVT</u>			
	<b>Total Revenues</b>	<b>\$ 330,728</b>	<b>\$ 334,000</b>	<b>\$ 383,300</b>
				\$ -
<b><u>EXPENSES</u></b>				
Debt Service				
103-42-54-541-56130	<u>Roads, Streets &amp; Drainage - New Construction</u>			
	<b>Sub Totals</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Transfers				
103-40-58-581-59305	<u>Transfer to C.I.P Fund</u>	\$ 670,307	\$ 334,000	\$ 383,300
103-01-31-381-59000	<u>Transfer to Fund Balance</u>			
	<b>Sub Totals</b>	<b>\$ 670,307</b>	<b>\$ 334,000</b>	<b>\$ 383,300</b>
	<b>Total Expenses</b>	<b>\$ 670,307</b>	<b>\$ 334,000</b>	<b>\$ 383,300</b>
	<b>NET SURPLUS/(DEFICIT)</b>	<b>\$ (339,579)</b>	<b>\$ -</b>	<b>\$ -</b>

# TOWN OF LOXAHATCHEE GROVES

Item 9.

## Proposed 2024-2025 Fiscal Year Budget (FY25) FY25 Budget Workbook: Version 1 for Budget Workshop TBD

### STATEMENT OF REVENUES & EXPENDITURES BY FUND

		FY 2023	FY 2024	FY 2025
		Audited	Amended	Proposed - as of 8/22
<b>105 - Roads &amp; Drainage Fund</b>				
<b><u>REVENUES</u></b>				
<b>Assessments</b>				
105-01-32-325-32510	<u>Other Assesments--Sod Farm</u>	\$ 5,115	\$ 30,000	\$ 30,000
105-01-32-325-32515	<u>Road Debt Assessment</u>			
105-01-32-325-32520	<u>Road and Canal Maintenance Assessment</u>	\$ 1,549,295	\$ 1,560,164	\$ 1,560,164
105-01-32-325-32522	<u>Discount Fees</u>	\$ (49,759)	\$ (62,407)	\$ (62,407)
105-01-32-325-32530	<u>Excess Fees - Maintence</u>			
<u>ARPA</u>				
105-01-32-325-36990	<u>Other Assessments - PBCSB</u>	\$ -	\$ 3,000	\$ 3,000
<b>Sub Totals</b>		<b>\$ 1,504,651</b>	<b>\$ 1,530,757</b>	<b>\$ 1,530,757</b>
<b>Investment Income</b>				
105-01-32-325-34600	<u>Investment Earnings Floridian</u>			
105-01-36-361-36110	<u>Interest-Assessments</u>			\$ 2,000
105-01-36-361-36111	<u>Interest</u>			\$ 16,250
105-01-36-361-36112	<u>Interest (PBC)</u>			
105-01-36-361-36113	<u>Interest (SunTrust)</u>			
105-01-36-361-36114	<u>Interest (Suntrust MM)</u>			
105-01-36-361-36115	<u>Interest (Bank United P)</u>			
105-01-36-361-36116	<u>Interest (Bank United NPF)</u>			
105-01-36-361-36117	<u>Interest (Floridian)</u>			
105-01-36-361-36118	<u>Interest (FCB MM)</u>			
<b>Sub Totals</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 18,250</b>
<b>Miscellaneous</b>				
105-01-36-364-36400	<u>Sales - Equipment/Materials</u>			
105-01-33-330-33000	<u>Intergovernmental Revenue</u>			
105-01-36-369-36990	<u>Miscellaneous Revenue</u>	\$ 28,115	\$ 5,000	\$ 20,000
105-01-36-366-36991	<u>Contributions &amp; Donations - Private Sources</u>			
<u>USE OF ARPA FUNDS</u>				
<b>Sub Totals</b>		<b>\$ 28,115</b>	<b>\$ 5,000</b>	<b>\$ 20,000</b>
<b>Transfers</b>				
105-01-38-381-38000	<u>Transfer from General Fund</u>			\$ 595,493
105-01-38-381-38111	<u>Transfer from Transportation Fund</u>	\$ 277,000	\$ 278,836	\$ 268,000
	<u>Transfer from fund Balance</u>		\$ 945,041	
<b>Sub Totals</b>		<b>\$ 277,000</b>	<b>\$ 1,223,877</b>	<b>\$ 863,493</b>
<b>Total Revenues</b>		<b>\$ 1,809,766</b>	<b>\$ 2,759,634</b>	<b>\$ 2,432,500</b>

# TOWN OF LOXAHATCHEE GROVES

Item 9.

## Proposed 2024-2025 Fiscal Year Budget (FY25) FY25 Budget Workbook: Version 1 for Budget Workshop TBD

### STATEMENT OF REVENUES & EXPENDITURES BY FUND

		FY 2023	FY 2024	FY 2025
		Audited	Amended	Proposed - as of 8/22
<b>EXPENSES</b>				\$ -
<b>Physical Environment-Staffing</b>				
105-50-53-538-51200	<u>Regular Salaries</u>	\$ 446,646	\$ 575,068	\$ 590,000
105-50-53-538-51400	<u>Overtime</u>	\$ 20,696	\$ 18,500	\$ 15,000
105-50-53-538-51500	<u>Special Pay</u>	\$ 3,656	\$ 6,000	\$ 4,000
105-50-53-538-51520	<u>Fringe Benefits</u>			
105-50-53-538-52100	<u>FICA Taxes &amp; Medicare</u>	\$ 35,449	\$ 43,993	\$ 45,000
105-50-53-538-52200	<u>Retirement FRS</u>	\$ 75,908	\$ 134,192	\$ 101,000
105-50-53-538-52300	<u>Health and Life Insurance</u>	\$ 43,313	\$ 58,925	\$ 100,000
105-50-53-538-52400	<u>Worker's Compensation</u>	\$ 22,671	\$ 27,792	\$ 64,000
105-50-53-538-51201	<u>Salaries--Canal Bank Crew</u>		\$ 114,400	\$ 170,000
105-50-53-538-51401	<u>Overtime--Canal Bank Crew</u>		\$ -	\$ 10,000
	<u>On call Pay - Canal Bank Crew</u>			\$ 2,000
105-50-53-538-52101	<u>FICA Taxes &amp; Medicare--Canal Bank Crew</u>		\$ 8,751	\$ 13,000
105-50-53-538-52201	<u>Retirement FRS--Canal Bank Crew</u>		\$ 19,193	\$ 23,000
105-50-53-538-52301	<u>Health and Life Insurance--Canal Bank Crew</u>		\$ 12,604	\$ 37,000
105-50-53-538-52401	<u>Worker's Compensation--Canal Bank Crew</u>		\$ 8,995	\$ 19,000
	<b>Sub Totals</b>	<b>\$ 648,339</b>	<b>\$ 1,028,413</b>	<b>\$ 1,193,000</b>
<b>Physical Environment-Professional Services</b>				
105-50-53-538-53100	<u>Professional Service - Engineering &amp; Legal</u>			
105-50-53-538-53102	<u>Professional Service - Drug Test</u>	\$ 639	\$ 2,000	\$ 2,000
105-50-53-538-53105	<u>Professional Service- Land Surveying</u>			\$ -
105-50-53-538-53110	<u>Professional Service-Paychex</u>			\$ -
105-50-53-538-53160	<u>Professional Service - Legal</u>			\$ -
	<u>Accounting &amp; Internal Audit Services</u>			\$ -
105-50-53-538-53200	<u>Independent Annual Audit Services</u>	\$ 14,019	\$ 25,000	\$ 25,000
105-50-53-538-53400	<u>Canal bank maintenance, non-capital</u>	\$ 47,283	\$ 55,000	\$ 60,000
105-50-53-538-53480	<u>Other Services - PBC Admin Fee</u>	\$ (1,106)	\$ 15,602	\$ 16,000
105-50-54-541-53400	<u>Engineering</u>		\$ 40,000	\$ 50,000
	<b>Sub Totals</b>	<b>\$ 60,835</b>	<b>\$ 137,602</b>	<b>\$ 153,000</b>
<b>Physical Environment-O&amp;M Canals</b>				
105-50-53-538-53834	<u>Canal Maintence Service</u>			
105-50-53-538-54600	<u>Repair and Maintenance Service- Canal</u>	\$ 2,468		
105-50-53-538-54680	<u>Repair and Maintenance Svc -</u>	\$ 80,452	\$ 50,000	\$ 94,000
105-50-53-538-54970	<u>Other Current Charges - Permits</u>	\$ -	\$ -	\$ -
105-50-53-538-54980	<u>Other Current Charges - Miscellaneous</u>	\$ 2,389	\$ 2,000	\$ 10,000
105-50-53-538-55210	<u>Fuel</u>	\$ 37,458	\$ 47,276	\$ 50,000
105-50-53-538-55220	<u>Lubricants</u>	\$ 368	\$ 4,000	\$ -
105-50-53-538-56400	<u>Machinery and Equipment</u>	\$ 254,182	\$ -	\$ -
	<b>Sub Totals</b>	<b>\$ 377,317</b>	<b>\$ 103,276</b>	<b>\$ 154,000</b>
<b>Physical Environment-O&amp;M Roads</b>				
105-50-54-541-54670	<u>Traffic Control Signs</u>	\$ 6,005	\$ 28,996	\$ 70,000
105-50-54-541-54680	<u>Repair and Maintenance - Machinery</u>	\$ 42,093	\$ 40,000	\$ -
105-50-54-541-55200	<u>Operating Supplies</u>	\$ 23,305	\$ 17,323	\$ 25,000
105-50-54-541-55300	<u>Road Materials &amp; Supplies</u>	\$ 17,040	\$ 15,000	\$

TOWN OF LOXAHATCHEE GROVES

Proposed 2024-2025 Fiscal Year Budget (FY25)

FY25 Budget Workbook: Version 1 for Budget Workshop TBD

STATEMENT OF REVENUES & EXPENDITURES BY FUND

		FY 2023	FY 2024	FY 2025
		Audited	Amended	Proposed - as of 8/22
105-50-54-541-55310	<u>Road Maintence and Service</u>	\$ 244,379	\$ 287,500	\$ 225,000
	<u>Sub Totals</u>	\$ 332,822	\$ 388,819	\$ 345,000
Communications & Technology				
105-50-53-538-54910	<u>Computer hardware &amp; Software</u>	\$ 10,794	\$ 20,000	\$ 30,000
105-50-53-538-54100	<u>Communication Services</u>	\$ 24,725	\$ 24,000	\$ 25,000
	<u>Sub Totals</u>	\$ 35,519	\$ 44,000	\$ 55,000

# TOWN OF LOXAHATCHEE GROVES

Item 9.

## Proposed 2024-2025 Fiscal Year Budget (FY25) FY25 Budget Workbook: Version 1 for Budget Workshop TBD

### STATEMENT OF REVENUES & EXPENDITURES BY FUND

		FY 2023	FY 2024	FY 2025
		Audited	Amended	Proposed - as of 8/22
<b>Non-departmental</b>				
105-50-53-538-54440	<u>Rental and Leases - Equip, Storage, etc</u>	\$ 106,757	\$ 303,000	\$ 235,000
105-50-54-541-54440	<u>Rental and Leases - Equip, Storage, etc</u>	\$ 15,835	\$ 12,333	\$ -
105-50-53-538-54700	<u>Printing &amp; Binding</u>	\$ -	\$ -	\$ -
105-50-53-538-54900	<u>Other Current Charges</u>	\$ -	\$ -	\$ -
105-50-53-538-54901	<u>Indirect Cost Allocations</u>	\$ 172,500	\$ 172,500	\$ 172,500
105-50-53-538-54930	<u>Election Expense</u>	\$ -	\$ -	\$ -
105-50-53-538-54960	<u>Legal Advertising</u>	\$ -	\$ -	\$ -
105-50-53-538-54500	<u>Insurance</u>	\$ 63,215	\$ 60,000	\$ 75,000
105-50-53-538-54000	<u>Travel</u>			\$ -
105-50-53-538-54200	<u>Postage and Freight</u>	\$ 95	\$ -	\$ -
105-50-53-538-54300	<u>Utilities Services</u>	\$ 13,830	\$ 14,000	\$ 21,000
105-50-53-538-54990	<u>Bank Charges</u>	\$ 45	\$ -	\$ -
105-50-53-538-54999	<u>Closing Bank Accounts</u>	\$ -	\$ -	\$ -
105-50-53-538-55100	<u>Office Supplies</u>	\$ 5,001	\$ 1,000	\$ 2,000
105-50-53-538-55400	<u>Books, Publications, Subscriptions</u>	\$ 399	\$ 2,000	\$ 6,000
105-50-53-538-55500	<u>Training</u>	\$ 1,114	\$ 2,000	\$ 16,000
105-50-54-541-55500	<u>Education &amp; Training</u>	\$ 275	\$ 1,000	\$ -
105-50-54-541-55400	<u>Books, Publications, Subscriptions</u>	\$ 1,361	\$ -	\$ -
	<b>Sub Totals</b>	<b>\$ 380,427</b>	<b>\$ 567,833</b>	<b>\$ 527,500</b>
<b>Capital Outlay</b>				
105-50-53-538-56100	<u>Right of Way Deed</u>			\$ -
	<b>Sub Totals</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Debt Service</b>				
105-50-53-538-57101	<u>Principal</u>	\$ 100,726	\$ -	\$ -
105-50-54-541-57101	<u>Principal</u>	\$ -	\$ -	\$ -
105-50-53-538-57200	<u>Loan Payment</u>	\$ -	\$ -	\$ -
105-50-53-538-57201	<u>Interest Expense</u>	\$ 3,721	\$ -	\$ -
105-50-54-541-57201	<u>Interest Expense</u>	\$ -	\$ -	\$ -
105-50-53-538-57210	<u>Loan Interest Expense</u>	\$ -	\$ -	\$ -
105-50-54-541-57301	<u>Other debt service costs</u>	\$ -	\$ 5,000	\$ 5,000
105-50-53-538-57220	<u>Capital Leases Principal</u>	\$ -	\$ -	\$ -
	<b>Sub Totals</b>	<b>\$ 104,447</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>
<b>Transfers</b>				
105-50-54-541-59000	<u>Transfer to Fund Balance</u>			
105-50-54-541-59001	<u>Transfer to CIP</u>	\$ -	\$ 484,691	\$ -
105-50-53-538-53891	<u>Transfer from Revenue</u>			
	<b>Sub Totals</b>	<b>\$ -</b>	<b>\$ 484,691</b>	<b>\$ -</b>
<b>Total Expenses</b>		<b>\$ 1,939,706</b>	<b>\$ 2,759,634</b>	<b>\$ 2,432,500</b>
<b>NET SURPLUS/(DEFICIT)</b>		<b>\$ (129,940)</b>	<b>\$ -</b>	<b>\$ -</b>
				\$ -



# TOWN OF LOXAHATCHEE GROVES

Item 9.

## Proposed 2024-2025 Fiscal Year Budget (FY25) FY25 Budget Workbook: Version 1 for Budget Workshop TBD

### STATEMENT OF REVENUES & EXPENDITURES BY FUND

		FY 2023	FY 2024	FY 2025
		Audited	Amended	Proposed - as of 8/22
<b>305 - Capital Improvement Project (C.I.P) Fund</b>				
<b><u>REVENUES</u></b>				
<b>Intergovernmental</b>				
305-01-33-337-33700	<u>Local Gov't Unit Grant - Physical Environment</u>	\$ -	\$ 750,000	\$ 750,000
305-01-33-337-33701	<u>Resiliency Grant</u>	\$ 126,459	\$ 250,000	\$ -
	<b>Sub Totals</b>	<b>\$ 126,459</b>	<b>\$ 250,000</b>	<b>\$ 750,000</b>
<b>Miscellaneous</b>				
305-01-36-366-36991	<u>Contributions &amp; Donations - Private Sources</u>			
	<b>Sub Totals</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Transfers</b>				
<u>2024 Carryforward</u>				
305-01-38-381-38100	<u>Transfer from Fund Balance</u>	\$ -	\$ 664,549	\$ 420,000
305-01-38-381-38110	<u>Contribution from General Fund</u>	\$ 776,547	\$ 1,202,853	\$ 394,000
305-01-38-381-38111	<u>Contributions from Transportation Fund</u>	\$ 225,337	\$ 127,550	\$ 132,000
305-01-38-381-38112	<u>Contributions from Surtax Fund</u>	\$ 670,307	\$ 334,000	\$ 383,300
305-01-38-381-38113	<u>Contributions from ROAD AND DRAINAGE</u>			
305-01-33-337-33750	<u>USE OF ARPA FUNDS</u>			
	<b>Sub Totals</b>	<b>\$ 1,672,191</b>	<b>\$ 2,328,952</b>	<b>\$ 1,329,300</b>
	<b>Total Revenues</b>	<b>\$ 1,798,650</b>	<b>\$ 2,578,952</b>	<b>\$ 2,079,300</b>
<b><u>EXPENSES</u></b>				
<b>Capital Outlay</b>				
Various	<b>Road Paving Plan (overlay program)</b>			
	A South			\$ 363,688
	Collect Canal (A to B)			\$ 145,475
	E North (gap)			\$ 72,738
	Folsom (gap)			\$ 72,738
	West 25 Street (gap)			\$ 43,643
	G West			\$ 29,095
	<b>Subtotal</b>			<b>\$ 727,375</b>
Various	<b>Road Rock Plan (rebuilding of road beds)</b>			
	Collecting Canal			\$ 12,000
	<b>Subtotal</b>			<b>\$ 75,000</b>
Various	<b>Stormwater/Roadway Drainage improvements</b>			
Various	Specific Maintenance Projects			
	Pump House			\$ 10,000
	Gate Repair at 'A'			\$ 10,000
	Gate Repair at 'Folsom'			\$ 15,000

# TOWN OF LOXAHATCHEE GROVES

Item 9.

## Proposed 2024-2025 Fiscal Year Budget (FY25)

FY25 Budget Workbook: Version 1 for Budget Workshop TBD

### STATEMENT OF REVENUES & EXPENDITURES BY FUND

		FY 2023	FY 2024	FY 2025
		Audited	Amended	Proposed - as of 8/22
SCADA & Telemetry				
	Subtotal			\$ 35,000
Various	Swales and Culverts			
	Swales, Catch Basins and Other Control Structures			\$ 350,000
	South E and Citrus Drainage System (without Tree removal)			\$ 25,000
	Tangerine and Citrus Drainage System (without Tree removal)			\$ 25,000
	Misc culvert failures/emergency repairs (5-7 culverts)			\$ 240,000
	Subtotal			\$ 640,000
Various	Specific Culverts			
	Folsom & 25th St Culvert			\$ 80,000
	Bunny Ln & D Rd Culvert			\$ 140,000
	Kerry Ln & F Rd Culvert			\$ 140,000
	Subtotal			\$ 360,000
Various	Repair and Maintenance of Canals			
	Canal Bank Stabilization			\$ 200,000
	Subtotal			\$ 200,000
Various	Trails System			
	North Road Trail			\$ 20,000
	Subtotal			\$ 20,000
Various	Traffic Calming			\$ -
	PW Building			\$ 10,000
	Conversion of Town Hall to EOC			\$ -
	Subtotal			\$ 10,000
Total Expenditures		\$ -	\$ -	\$ 2,079,375

# TOWN OF LOXAHATCHEE GROVES

Item 9.

## Proposed 2024-2025 Fiscal Year Budget (FY25)

FY25 Budget Workbook: Version 1 for Budget Workshop TBD

### STATEMENT OF REVENUES & EXPENDITURES BY FUND

		FY 2023	FY 2024	FY 2025
		Audited	Amended	Proposed - as of 8/22
<b>405 - Solid Waste</b>				
<b><u>REVENUES</u></b>				
<b>Assessments</b>				
405-01-32-325-32520	<u>Solid Waste Assessments</u>	\$ 603,886	\$ 604,400	\$ 604,400
405-01-32-325-32522	<u>Discount Fees</u>	\$ (19,233)	\$ (24,176)	\$ (24,176)
	<b>Sub Totals</b>	<b>\$ 584,653</b>	<b>\$ 580,224</b>	<b>\$ 649,800</b>
<b>Intergovernmental</b>				
405-01-33-331-33134	<u>FEMA</u>	\$ -	\$ -	\$ -
405-01-34-331-33134	<u>FEMA</u>	\$ -	\$ -	\$ -
405-01-34-343-34300	<u>SWA Recycling Income</u>	\$ -	\$ 500	\$ 500
	<b>Sub Totals</b>	<b>\$ -</b>	<b>\$ 500</b>	<b>\$ 500</b>
<b>Investment Income</b>				
405-01-36-361-36110	<u>Interest</u>	\$ 1,040	\$ 500	\$ 7,800
	<b>Sub Totals</b>	<b>\$ 1,040</b>	<b>\$ 500</b>	<b>\$ 7,800</b>
<b>Transfers</b>				
405-01-38-381-38100	<u>Transfer from Fund Balance</u>	\$ -	\$ -	\$ 61,900
405-01-38-381-38110	<u>Contribution from General Fund</u>	\$ 135,365	\$ 118,000	\$ -
405-01-38-381-38135	<u>Transfer from CIP Fund</u>	\$ -	\$ -	\$ -
	<b>Sub Totals</b>	<b>\$ 135,365</b>	<b>\$ 118,000</b>	<b>\$ 61,900</b>
	<b>Total Revenues</b>	<b>\$ 721,058</b>	<b>\$ 699,224</b>	<b>\$ 720,000</b>
<b><u>EXPENSES</u></b>				
<b>Solid Waste Collection</b>				
405-70-53-534-53401	<u>Contractual Waste Oversight</u>	\$ -	\$ -	\$ -
405-70-53-534-53409	<u>Other Sanitation Service</u>	\$ 6,408	\$ 10,000	\$ 20,000
405-70-53-534-53440	<u>Other Services - Solid Waste Contractor</u>	\$ 708,666	\$ 682,804	\$ 692,000
	<b>Sub Totals</b>	<b>\$ 715,074</b>	<b>\$ 692,804</b>	<b>\$ 712,000</b>
<b>Non-departmental</b>				
405-70-53-534-53480	<u>PBC Admin Fee 1%</u>	\$ (999)	\$ 6,044	\$ 8,000
405-70-53-534-54200	<u>Postage and Freight</u>	\$ 36	\$ -	\$ -
405-70-53-534-54960	<u>Other Services - Legal Advertising</u>	\$ -	\$ -	\$ -
405-70-53-538-55200	<u>Operating Supplies</u>	\$ -	\$ -	\$ -
	<b>Sub Totals</b>	<b>\$ (963)</b>	<b>\$ 6,044</b>	<b>\$ 8,000</b>
<b>Contingency</b>				
405-70-53-534-59990	<u>Contingency</u>	\$ -	\$ -	\$ -
	<b>Sub Totals</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Transfers</b>				
405-70-58-581-59000	<u>Transfer to Fund Balance</u>	\$ -	\$ 376	\$ -
405-70-58-581-59001	<u>Transfer to General Fund</u>	\$ -	\$ -	\$ -
405-70-58-581-59101	<u>Transfer to Transportation Fund</u>	\$ -	\$ -	\$ -
405-70-58-581-59103	<u>Transfer to L.O.S.T Fund</u>	\$ -	\$ -	\$ -
405-70-58-581-59305	<u>Transfer to C.I.P Fund</u>	\$ -	\$ -	\$ -

*Item 9.*

# BUDGET SUMMARY

## TOWN OF LOXAHATCHEE GROVES - Fiscal Year 2024 - 2025

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ARE 17.70% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.

General Fund: at 3.0 MILLS

ESTIMATED REVENUES	GENERAL	TRANSPORTATION	SURTAX	ROADS & DRAINAGE	CAPITAL PROJECTS	SOLID WASTE	TOTAL ALL FUNDS
<b>Taxes: Millage Per \$1,000</b>							
Ad Valorem Taxes: 3.0 MILLS	\$1,727,000						\$1,727,000
<b>Assessments per Unit</b>							\$0
Roads & Drainage: \$200 per unit				\$1,530,757			\$1,530,757
Solid Waste: \$450 per unit						\$649,800	\$649,800
Licenses & Permits	\$463,000						\$463,000
Utility Taxes	\$541,000						\$541,000
Franchise Fees	\$609,000						\$609,000
Charges For Services	\$287,000						\$287,000
Intergovernmental	\$425,300	\$400,000	\$336,300		\$750,000	\$500	\$1,912,100
Fines & Forfeitures	\$16,000						\$16,000
Investment Income	\$59,000			\$18,250		\$7,800	\$85,050
Miscellaneous Revenues	\$16,000			\$20,000			\$36,000
<b>TOTAL SOURCES</b>	<b>\$4,143,300</b>	<b>\$400,000</b>	<b>\$336,300</b>	<b>\$1,569,007</b>	<b>\$750,000</b>	<b>\$658,100</b>	<b>\$7,856,707</b>
							\$0
Transfers In	\$172,500			\$863,493	\$909,300	\$0	\$1,945,293
<b>Fund Balances/Reserves/Net Assets</b>	<b>\$1,563,000</b>	<b>\$0</b>	<b>\$47,000</b>	<b>\$617,000</b>	<b>\$420,000</b>	<b>\$254,000</b>	<b>\$2,901,000</b>
<b>TOTAL REVENUE, TRANSFERS &amp; BALANCES</b>	<b>\$5,878,800</b>	<b>\$400,000</b>	<b>\$383,300</b>	<b>\$3,049,500</b>	<b>\$2,079,300</b>	<b>\$912,100</b>	<b>\$12,703,000</b>
<b>ESTIMATED EXPENDITURES</b>							
General Government	\$1,585,654						\$1,585,654
Public Safety							
Law Enforcement	\$668,000						\$668,000
PZB & Code	\$903,800						\$903,800
Physical Environment							
Public Works				\$2,427,500			\$2,427,500
Solid Waste Services						\$712,000	\$712,000
Other Physical Environment							\$0
Non-departmental	\$162,000			\$0		\$8,000	\$170,000
Capital Outlay					\$2,079,300		\$2,079,300
Debt Service				\$5,000			\$5,000
Contingency							\$0
<b>TOTAL EXPENDITURES</b>	<b>\$3,319,454</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,432,500</b>	<b>\$2,079,300</b>	<b>\$720,000</b>	<b>\$8,551,254</b>
Non-Expenditures/Other Uses							
Transfers Out	\$989,493	\$400,000	\$383,300	\$0	\$0		\$1,772,793
<b>Fund Balances/Reserves/Net Assets</b>	<b>\$1,569,853</b>	<b>\$0</b>	<b>\$0</b>	<b>\$617,000</b>	<b>\$0</b>	<b>\$192,100</b>	<b>\$2,378,953</b>
<b>TOTAL APPROPRIATED EXPENDITURES</b>	<b>\$5,878,800</b>	<b>\$400,000</b>	<b>\$383,300</b>	<b>\$3,049,500</b>	<b>\$2,079,300</b>	<b>\$912,100</b>	<b>\$12,703,000</b>
<b>TRANSFERS, RESERVES &amp; BALANCES</b>							

THE TENTATIVE, ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE MENTIONED TAXING AUTHORITY AS A PUBLIC RECORD



155 F Road Loxahatchee Groves, FL 33470

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

**FROM:** Francine Ramaglia, Town Manager

**DATE:** September 3, 2024

**SUBJECT:** Consideration of *Resolution No. 2024-64* Adopting the Fiscal Year 2024/2025 Non-Ad Valorem Assessment Rates, Budgets and Assessment Rolls for Solid Waste Collection

---

**Background:**

Florida Statutes Chapters 166, 189 and 197 set forth the procedures to follow for local governments in adoption of the annual Non-Ad Valorem Assessment Rates, Budgets and Assessment Rolls.

The Town funds its Solid Waste Collections through Non-Ad Valorem assessments. The Council held budget workshops on August 13<sup>th</sup>, 20<sup>th</sup> and 22<sup>nd</sup> to discuss the proposed operating and capital budgets. The Financial Advisory and Audit Committee also specifically discussed Solid Waste assessments during their August 14<sup>th</sup> and 19<sup>th</sup> meetings.

The proposed budget is shown as fund 405 Solid Waste in the attached line item budget and the assessment rolls are also attached. The final non-ad valorem assessments rates are as follows:

	<b><u>Proposed</u></b>	<b><u>Adopted</u></b>	<b><u>Change</u></b>
	<b><u>FY 2025</u></b>	<b><u>FY 2024</u></b>	
<b>Solid Waste Collection</b>	\$ 450.00	\$ 400.00	+ \$50

**Recommendation:**

Move to approve *Resolution No. 2024-64* adopting the final FY 2024/2025 non-ad valorem assessment rates, budgets, and assessment rolls for Residential Solid Waste Collection Services.

## TOWN OF LOXAHATCHEE GROVES

### RESOLUTION NO. 2024-64

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE PROVISION OF RESIDENTIAL SOLID WASTE COLLECTION SERVICES IN THE TOWN OF LOXAHATCHEE GROVES, FLORIDA; APPROVING THE ASSESSMENT RATE FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES FOR FISCAL YEAR 2024-2025; IMPOSING A RESIDENTIAL SOLID WASTE COLLECTION ASSESSMENT AGAINST ASSESSED PROPERTY LOCATED WITHIN THE TOWN OF LOXAHATCHEE GROVES FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2024; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS PURSUANT TO THE UNIFORM METHOD OF COLLECTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Loxahatchee Groves, Florida, enacted Chapter 38 “Solid Waste” of the Code of Ordinances of the Town of Loxahatchee Groves, which authorizes the imposition of a Residential Solid Waste Collection Assessment, pursuant to the procedures contained therein (“the Ordinance”) for the provision of Solid Waste Collection Services for single-family residential properties that receive residential solid waste collection services within the Town, and provided for findings of special benefit and the method of apportionment of the Residential Solid Waste Collection Assessment; and

**WHEREAS**, the imposition of a Solid Waste Collection Assessment for Solid Waste Collection Services for each Fiscal Year is an equitable and efficient method of allocating and apportioning Residential Solid Waste Collection Assessed Costs among parcels of Assessed Property; and

**WHEREAS**, the Town Council desires to impose a Residential Solid Waste Collection Assessment within the Town for the Fiscal Year beginning on October 1, 2024, using the tax bill collection method; and

**WHEREAS**, the Town Council, on July 2, 2024, adopted Resolution No. 2024-43 (the “2024 Preliminary Assessment Resolution”), referencing the Residential Solid Waste Collection Services to be provided to Assessed Property, describing the method of apportioning the Residential Solid Waste Collection Assessed Cost to compute the Residential Solid Waste Collection Assessment for Solid Waste Collection Services against Assessed Property, estimating a rate of assessment, and directing the preparation of the Assessment Roll and provision of the notice to the affected landowners; and

**WHEREAS**, in order to impose the Residential Solid Waste Collection Special Assessment for the Fiscal Year beginning October 1, 2024, the Ordinance requires the Town Council to adopt an Annual Rate Resolution during its budget adoption process for each Fiscal Year, which establishes the rate of assessment and approves the Assessment Roll for the

upcoming Fiscal Year, with such amendments as the Town Council deems appropriate, after hearing comments and objections of all interested parties; and

**WHEREAS**, the updated Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance; and

**WHEREAS**, notice of public hearing has been provided by Palm Beach County, pursuant to Florida Statutes 197.3635; and

**WHEREAS**, the Fiscal Year 2024/2025 budget estimates for the expenditures of the Solid Waste Fund have been prepared and submitted; and

**WHEREAS**, a public hearing was held on September 3, 2024, and comments and objections of all interested parties have been heard and considered.

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

**SECTION 1.** The aforementioned “WHEREAS” clauses are hereby ratified as true and correct and incorporated herein.

**SECTION 2. AUTHORITY.** This Resolution is adopted pursuant to the provisions of the Ordinance, the 2024 Preliminary Assessment Resolution, sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

**SECTION 3. DEFINITIONS AND INTERPRETATION.** This Resolution constitutes the Annual Assessment Resolution as defined in the Ordinance. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance and the 2024 Preliminary Assessment Resolution.

**SECTION 4. IMPOSITION OF RESIDENTIAL SOLID WASTE COLLECTION ASSESSMENT.**

(A) The parcels of Assessed Property described in the Assessment Roll, as updated and which is hereby approved, are hereby found to be specially benefitted by the provision of the Solid Waste Collection Services described in the 2024 Preliminary Assessment Resolution, in the amount of the Residential Solid Waste Collection Assessment set forth in the Assessment Roll, a copy of which was present or available for inspection at the above-referenced public hearing and is incorporated herein by reference. It is hereby ascertained, determined, and declared that each parcel of Assessed Property within the Town will be specifically benefitted by the Town's provision of Residential Solid Waste Collection, facilities, and programs in an amount not less than the Residential Solid Waste Collection Assessment of such parcel, computed in the manner set forth in the 2024 Preliminary Assessment Resolution. Adoption of this Annual Assessment Resolution constitutes a legislative determination that all assessed parcels derive a special benefit, as set forth in the Ordinance and the 2024 Preliminary Assessment Resolution, from the Residential Solid Waste Collection Services to be provided, and a legislative determination that the Residential Solid Waste Collection Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the 2024 Preliminary Assessment Resolution.



(B) The method of computing the Residential Solid Waste Collection Assessment described in the 2024 Preliminary Assessment Resolution, as modified, amended, and supplemented herein, is hereby approved.

(C) For the Fiscal Year beginning October 1, 2024, the estimated Residential Solid Waste Collection Assessed Cost to be assessed is \$450 which amount may be corrected. The Residential Solid Waste Collection Assessment to be assessed and apportioned among benefitted parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Residential Solid Waste Collection Assessed Costs for the Fiscal Year 2024/2025, commencing October 1, 2024, is hereby established at \$450.00 annually, per Dwelling Unit/Billing Unit. This assessment rate is hereby approved. It is hereby determined that the assessed properties will receive a benefit from solid waste collection services in an amount not less than the amount they are assessed. Except as otherwise provided herein, the Residential Solid Waste Collection Assessment for Residential Solid Waste Collection Services in the amounts set forth in the Assessment Roll, as herein approved, are hereby levied, and imposed on all parcels of Assessed Property described in the Assessment Roll.

(D) The Residential Solid Waste Collection Assessment shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem Assessment. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles, and claims, until paid.

(E) The Assessment Roll as herein approved, together with the correction of any errors or omissions shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance.

**SECTION 5. CONFIRMATION OF PRELIMINARY ASSESSMENT RESOLUTION.** The Preliminary Assessment Resolution adopted July 2, 2024, except where in conflict herein, is confirmed.

**SECTION 6. COLLECTION OF ASSESSMENTS.** The Fiscal Year 2024-2025 Residential Solid Waste Collection Assessments shall be collected pursuant to the Uniform Method of Collection as set forth in Section 197.3632, Florida Statutes.

**SECTION 7. EFFECT ON ADOPTION OF RESOLUTION.** The adoption of this Annual Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll and the levy and lien of the Residential Solid Waste Collection Assessment), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 calendar days from the date of this Annual Assessment Resolution.

**SECTION 8. APPROVAL OF SOLID WASTE BUDGET.** The budget estimates, a copy of which are attached hereto and expressly made a part hereof as Exhibit "A," are hereby approved as the Fiscal Year 2024/2025 Budget and shall adopted as part of the Town's budget by the Town Council which time it will be in full force and effect for the fiscal year commencing on October 1, 2024, and terminating on September 30, 2025. From time-to-time, the Town may transfer from one fund, account, or department to another as the necessity for the same may occur without being required to amend the terms and provisions of this Resolution. The provisions of this

Resolution shall not be deemed to be a limitation of the power granted to the Town by applicable law and which relate to the fiscal management of the Town's funds.

**SECTION 9. CONFLICTS.** That all prior resolutions or parts of resolutions in conflict herewith, are hereby repealed to the extent of such conflict.

**SECTION 10. SEVERABILITY.** If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

**SECTION 11. EFFECTIVE DATE.** This Annual Assessment Resolution shall take effect immediately upon its passage and adoption.

Councilmember \_\_\_\_\_ offered the foregoing resolution. Councilmember \_\_\_\_\_ seconded the motion.

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 3<sup>rd</sup> DAY OF SEPTEMBER 2024.**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

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

\_\_\_\_\_  
*Voted:*  
Mayor Anita Kane, Seat 3

\_\_\_\_\_  
*Voted:*  
Vice Mayor Margaret Herzog, Seat 5

APPROVED AS TO LEGAL FORM:

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

\_\_\_\_\_  
*Voted:*  
Councilmember Phillis Maniglia, Seat 1

\_\_\_\_\_  
*Voted:*  
Councilmember Laura Danowski, Seat 2

\_\_\_\_\_  
*Voted:*  
Councilmember Robert Shorr, Seat 4

# BUDGET SUMMARY

## TOWN OF LOXAHATCHEE GROVES - Fiscal Year 2024 - 2025

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ARE 17.70% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.

General Fund: at 3.0 MILLS

ESTIMATED REVENUES	GENERAL	TRANSPORTATION	SURTAX	ROADS & DRAINAGE	CAPITAL PROJECTS	SOLID WASTE	TOTAL ALL FUNDS
<b>Taxes: Millage Per \$1,000</b>							
Ad Valorem Taxes: 3.0 MILLS	\$1,727,000						\$1,727,000
<b>Assessments per Unit</b>							\$0
Roads & Drainage: \$200 per unit				\$1,530,757			\$1,530,757
Solid Waste: \$450 per unit						\$649,800	\$649,800
Licenses & Permits	\$463,000						\$463,000
Utility Taxes	\$541,000						\$541,000
Franchise Fees	\$609,000						\$609,000
Charges For Services	\$287,000						\$287,000
Intergovernmental	\$425,300	\$400,000	\$336,300		\$750,000	\$500	\$1,912,100
Fines & Forfeitures	\$16,000						\$16,000
Investment Income	\$59,000			\$18,250		\$7,800	\$85,050
Miscellaneous Revenues	\$16,000			\$20,000			\$36,000
<b>TOTAL SOURCES</b>	<b>\$4,143,300</b>	<b>\$400,000</b>	<b>\$336,300</b>	<b>\$1,569,007</b>	<b>\$750,000</b>	<b>\$658,100</b>	<b>\$7,856,707</b>
Transfers In	\$172,500			\$863,493	\$909,300	\$0	\$1,945,293
<b>Fund Balances/Reserves/Net Assets</b>	<b>\$1,563,000</b>	<b>\$0</b>	<b>\$47,000</b>	<b>\$617,000</b>	<b>\$420,000</b>	<b>\$254,000</b>	<b>\$2,901,000</b>
<b>TOTAL REVENUE, TRANSFERS &amp; BALANCES</b>	<b>\$5,878,800</b>	<b>\$400,000</b>	<b>\$383,300</b>	<b>\$3,049,500</b>	<b>\$2,079,300</b>	<b>\$912,100</b>	<b>\$12,703,000</b>
<b>ESTIMATED EXPENDITURES</b>							
General Government	\$1,585,654						\$1,585,654
Public Safety							
Law Enforcement	\$668,000						\$668,000
PZB & Code	\$903,800						\$903,800
Physical Environment							
Public Works				\$2,427,500			\$2,427,500
Solid Waste Services						\$712,000	\$712,000
Other Physical Environment							\$0
Non-departmental	\$162,000			\$0		\$8,000	\$170,000
Capital Outlay					\$2,079,300		\$2,079,300
Debt Service				\$5,000			\$5,000
Contingency							\$0
<b>TOTAL EXPENDITURES</b>	<b>\$3,319,454</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,432,500</b>	<b>\$2,079,300</b>	<b>\$720,000</b>	<b>\$8,551,254</b>
Non-Expenditures/Other Uses							
Transfers Out	\$989,493	\$400,000	\$383,300	\$0	\$0		\$1,772,793
<b>Fund Balances/Reserves/Net Assets</b>	<b>\$1,569,853</b>	<b>\$0</b>	<b>\$0</b>	<b>\$617,000</b>	<b>\$0</b>	<b>\$192,100</b>	<b>\$2,378,953</b>
<b>TOTAL APPROPRIATED EXPENDITURES</b>	<b>\$5,878,800</b>	<b>\$400,000</b>	<b>\$383,300</b>	<b>\$3,049,500</b>	<b>\$2,079,300</b>	<b>\$912,100</b>	<b>\$12,703,000</b>
<b>TRANSFERS, RESERVES &amp; BALANCES</b>							

THE TENTATIVE, ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE MENTIONED TAXING AUTHORITY AS A PUBLIC RECORD



155 F Road Loxahatchee Groves, FL 33470

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

**FROM: Francine Ramaglia, Town Manager**

**DATE: September 3, 2024**

**SUBJECT: First Public Hearing for Proposed Fiscal Year 2024/2025 Millage Rate and Adoption of the Fiscal Year 2024/2025 Budget including related Fiscal Policies**

---

**Background:**

Florida Statutes Chapter 200.065 sets forth the procedures to follow for each local government in adoption of the annual property tax millage, levy, and budget. In accordance with these regulations, the millage rate is applied to the certified total taxable value of **\$605,888,138** to calculate the ad valorem revenue for the Fiscal Year 2024/2025 budget. The proposed millage rate of **3.0** mills is the same as it was in Fiscal Year 2023/2024 and a reduction of **1.0** mills from the preliminary TRIM rate adopted on July 2, 2024. Although the same rate as in the prior year, this proposed millage rate is **10.9%** above the rollback rate of **2.7048** mills due to increases in taxable values. The proposed millage rate generates property tax revenues, after discounts, of **\$1,726,781** which is an increase of **\$228,929**, after discounts, from Fiscal Year 2023/2024 property tax revenues.

The proposed budget for all funds is \$8,551,254 (excluding transfers between all funds, except the Capital Improvement Fund) and maintains funding for existing levels of service. Council held budget workshops on August 13<sup>th</sup>, 20<sup>th</sup>, and 22<sup>nd</sup>, in addition to FAAC meetings were held on August 14<sup>th</sup> and 19<sup>th</sup>, to discuss the proposed operating and capital budgets.

This is the first public hearing on the proposed budget and the corresponding ad valorem millage rate in accordance with Florida Statutes Section 200.065. The second public hearing and adoption is to be held on September 18, 2024.

Manager's Public Announcement as required by statute (if the proposed millage rate is above the rolled-back rate): "The tentatively adopted FY 2024/2025 operating millage rate of **3.0000** mills is greater than the rolled-back rate of **2.7048** mills by **10.9%**. Property Taxes will increase by 10.9%."

Public comment is invited on the proposed tentative millage rate and budget.

**Recommendations:**

- Move to approve **Resolution No. 2024-66** adopting the tentative millage rate for Fiscal Year 2024/2025, directing the advertisement for the second Public Hearing on September 18, 2024.
- Move to approve **Resolution No. 2024-65** adopting the proposed Fiscal Year 2024/2025 budget, including balances brought forward and related fiscal policies.

## RESOLUTION NO. 2024-66

**A RESOLUTION OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ESTABLISHING THE TENTATIVE MILLAGE FOR THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PURSUANT TO THE BUDGET SUMMARY FOR THE FISCAL YEAR 2024-2025, IN ACCORDANCE WITH CHAPTER 200, FLORIDA STATUTES, AS AMENDED; SETTING FORTH THE DATE, TIME AND PLACE FOR THE SECOND AND FINAL PUBLIC HEARING TO ADOPT THE TOWN'S MILLAGE RATE FOR THE FISCAL YEAR 2024-2025 AND DIRECTING PUBLICATION OF NOTICE THEREOF; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the tentative budget has been prepared, estimating the expenses and revenues for the Town of Loxahatchee Groves, Florida (the "Town"), for the ensuing year, with detailed information, including revenues to be derived from sources other than ad valorem levy, and also containing certain recommendations as to the amounts necessary to be appropriate for funding the activities of the Town for the ensuing year; and

**WHEREAS**, pursuant to Chapter 200, Florida Statutes, as amended (the "Statute"), a method is prescribed for fixing the millage for the purpose of establishing the basis for the collection of said funds; and

**WHEREAS**, the Town, pursuant to Florida law, desires to set its tentative millage rate for the Fiscal Year 2024-2025 General Fund Budget at 3.00 mills, an increase of 10.9% from the rolled-back millage rate of 2.7048 mills, and to set the second public hearing for adoption of the Town's millage rate for the Fiscal Year 2024-2025 for September 18, 2024.

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

**Section 1.** Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

**Section 2.** The Town Council, pursuant to Florida law, conducted its first duly noticed public hearing to establish its proposed annual millage for the Fiscal Year 2024/2025 on September 3, 2024, at 6:30 p.m. at the Town Hall, in the Town of Loxahatchee Groves, Florida.

**Section 3.** The Town Council hereby sets its tentative millage rate for the Fiscal Year 2024/2025 at 3.00 mills, an increase of 10.9% from the rolled-back millage rate of 2.7048 mills.

**Section 4.** Pursuant to the Statute, the Town Council shall conduct its second and final public hearing to adopt its annual millage rate for the Fiscal Year 2024/2025 on September 18, 2024, at 6:30 p.m., at the Town Hall, 155 "F" Road, and Town of Loxahatchee Groves, Florida.

**Section 5.** The Town Manager and the Town Clerk are herein authorized and directed to prepare and publish the necessary advertisements for the public hearing scheduled in Section 4 herein.

**Section 6.** If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

**Section 7.** All resolutions or parts of resolutions may conflict herewith are hereby repealed to the extent of such conflict.

**Section 8.** This Resolution shall become effective immediately upon its adoption.

Councilmember \_\_\_\_\_ offered the foregoing resolution. Councilmember \_\_\_\_\_ seconded the motion.

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 3<sup>rd</sup> DAY OF SEPTEMBER 2024.**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

\_\_\_\_\_  
Voted:  
Mayor Anita Kane, Seat 3

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

\_\_\_\_\_  
Voted:  
Vice Mayor Margaret Herzog, Seat 5

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Voted:  
Councilmember Phillis Maniglia, Seat 1

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

\_\_\_\_\_  
Voted:  
Councilmember Laura Danowski, Seat 2

\_\_\_\_\_  
Voted:  
Councilmember Robert Shorr, Seat 4

# TOWN OF LOXAHATCHEE GROVES

## RESOLUTION NO. 2024-65

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; SETTING FORTH THE DATE, TIME, AND PLACE FOR THE SECOND PUBLIC HEARING FOR THE ADOPTION OF THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, ADOPTING THE FISCAL POLICIES; AND DIRECTING PUBLICATION OF NOTICE THEREOF; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

**WHEREAS**, a tentative budget has been prepared by the Town, estimating expenditures and revenues of the Town for the ensuing year, with detailed information, including revenues to be derived from sources other than ad valorem levy, and recommendations have been made as to the amount necessary to be appropriated for the ensuing year; and

**WHEREAS**, the preliminary millage and budget estimates, in conformity with the Town Charter, and applicable requirements of Florida law, have been filed with the Office of the Town Clerk and Palm Beach County Property Appraiser's Office, and have been open for inspection by the public, and

**WHEREAS**, a duly noticed public hearing for the approval of a tentative budget for the Fiscal Year beginning October 1, 2024, was held on September 3, 2024, and the Town Council desires to set the date, time, and place for the second public hearing for adoption of the Town's final budget for the Fiscal Year beginning October 1, 2024.

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

**Section 1.** Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

**Section 2.** The budget estimates, a copy of which are attached hereto and expressly made a part hereof as Exhibit "A", are hereby adopted as the Town's tentative Budget for the Fiscal Year beginning October 1, 2024.

**Section 3.** The second public hearing for the adoption of the Town's budget for the Fiscal Year beginning October 1, 2024, shall be conducted on September 18, 2024, at 6:30 p.m., at the Town of Loxahatchee Groves Town Hall, 155 F Road, Loxahatchee Groves, Florida.

**Section 4.** The Fiscal Policies, a copy of which are attached hereto and expressly made a part hereof as Exhibit "B," are hereby adopted.

**Section 5.** The Town Manager and the Town Clerk are herein authorized and directed to prepare and publish the necessary advertisements for the public hearing scheduled in Section 3 herein.

**Section 6.** If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

**Section 7.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 8.** This Resolution shall become effective immediately upon its passage and adoption.

Councilmember \_\_\_\_\_ offered the foregoing resolution. Councilmember \_\_\_\_\_ seconded the motion.

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 3<sup>rd</sup> DAY OF SEPTEMBER 2024.**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

\_\_\_\_\_  
Voted:  
Mayor Anita Kane, Seat 3

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

\_\_\_\_\_  
Voted:  
Vice Mayor Margaret Herzog, Seat 5

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Voted:  
Councilmember Phillis Maniglia, Seat 1

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

\_\_\_\_\_  
Voted:  
Councilmember Laura Danowski, Seat 2

\_\_\_\_\_  
Voted:  
Councilmember Robert Shorr, Seat 4



# BUDGET SUMMARY

## TOWN OF LOXAHATCHEE GROVES - Fiscal Year 2024 - 2025

THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ARE 17.70% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.

General Fund: at 3.0 MILLS

ESTIMATED REVENUES	GENERAL	TRANSPORTATION	SURTAX	ROADS & DRAINAGE	CAPITAL PROJECTS	SOLID WASTE	TOTAL ALL FUNDS
<b>Taxes: Millage Per \$1,000</b>							
Ad Valorem Taxes: 3.0 MILLS	\$1,727,000						\$1,727,000
<b>Assessments per Unit</b>							\$0
Roads & Drainage: \$200 per unit				\$1,530,757			\$1,530,757
Solid Waste: \$450 per unit						\$649,800	\$649,800
Licenses & Permits	\$463,000						\$463,000
Utility Taxes	\$541,000						\$541,000
Franchise Fees	\$609,000						\$609,000
Charges For Services	\$287,000						\$287,000
Intergovernmental	\$425,300	\$400,000	\$336,300		\$750,000	\$500	\$1,912,100
Fines & Forfeitures	\$16,000						\$16,000
Investment Income	\$59,000			\$18,250		\$7,800	\$85,050
Miscellaneous Revenues	\$16,000			\$20,000			\$36,000
<b>TOTAL SOURCES</b>	<b>\$4,143,300</b>	<b>\$400,000</b>	<b>\$336,300</b>	<b>\$1,569,007</b>	<b>\$750,000</b>	<b>\$658,100</b>	<b>\$7,856,707</b>
							\$0
Transfers In	\$172,500			\$863,493	\$909,300	\$0	\$1,945,293
<b>Fund Balances/Reserves/Net Assets</b>	<b>\$1,563,000</b>	<b>\$0</b>	<b>\$47,000</b>	<b>\$617,000</b>	<b>\$420,000</b>	<b>\$254,000</b>	<b>\$2,901,000</b>
<b>TOTAL REVENUE, TRANSFERS &amp; BALANCES</b>	<b>\$5,878,800</b>	<b>\$400,000</b>	<b>\$383,300</b>	<b>\$3,049,500</b>	<b>\$2,079,300</b>	<b>\$912,100</b>	<b>\$12,703,000</b>
<b>ESTIMATED EXPENDITURES</b>							
General Government	\$1,585,654						\$1,585,654
Public Safety							
Law Enforcement	\$668,000						\$668,000
PZB & Code	\$903,800						\$903,800
Physical Environment							
Public Works				\$2,427,500			\$2,427,500
Solid Waste Services						\$712,000	\$712,000
Other Physical Environment							\$0
Non-departmental	\$162,000			\$0		\$8,000	\$170,000
Capital Outlay					\$2,079,300		\$2,079,300
Debt Service				\$5,000			\$5,000
Contingency							\$0
<b>TOTAL EXPENDITURES</b>	<b>\$3,319,454</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,432,500</b>	<b>\$2,079,300</b>	<b>\$720,000</b>	<b>\$8,551,254</b>
Non-Expenditures/Other Uses							
Transfers Out	\$989,493	\$400,000	\$383,300	\$0	\$0		\$1,772,793
<b>Fund Balances/Reserves/Net Assets</b>	<b>\$1,569,853</b>	<b>\$0</b>	<b>\$0</b>	<b>\$617,000</b>	<b>\$0</b>	<b>\$192,100</b>	<b>\$2,378,953</b>
<b>TOTAL APPROPRIATED EXPENDITURES</b>	<b>\$5,878,800</b>	<b>\$400,000</b>	<b>\$383,300</b>	<b>\$3,049,500</b>	<b>\$2,079,300</b>	<b>\$912,100</b>	<b>\$12,703,000</b>
<b>TRANSFERS, RESERVES &amp; BALANCES</b>							

THE TENTATIVE, ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE MENTIONED TAXING AUTHORITY AS A PUBLIC RECORD

## **FUND STRUCTURE & FISCAL POLICIES**

The Town's accounts are structured based on funds, each treated as an independent accounting entity. Each fund's operations are recorded using a distinct set of self-balancing accounts, encompassing assets, liabilities, fund equity, revenues, and expenditures or expenses. The designated purposes and the mechanisms governing spending activities determine the allocation of government resources to individual funds.

The various funds are reported by classification in the accounting system and on the financial statements as follows:

### **Governmental Fund Types:**

**General Fund:** Essential to a city government's financial framework, General Fund dollars serve as the primary operational fund. This fund manages day-to-day activities and essential services provided to residents and businesses, addressing core functions of local government.

**Special Revenue Fund:** This fund accounts for revenue sources legally earmarked for specific purposes. General maintenance assessments are allocated among Units of Development based on designated services. Expenditures are distributed to each Unit of Development as funds are utilized for these services.

The Town has adopted a comprehensive series of fiscal policies which embody recognized sound financial management concepts. These policies will be amended as necessary as part of the Town's annual budget process and reconfirmed each year as a part of budget development.

The fiscal policies are organized under four subject headings:

- General Fiscal Policy presents the overall guidelines for financial and accounting practices, including the basic framework for preparing the Town's operating and capital budgets, maintaining accounting records, and funding services on a non-discriminatory basis.
- Fiscal Policy for Operating Revenue, Expenditures, and Fund Balance/Net Assets outlines the policies for budgeting and accounting for revenue and expenditure requirements and providing adequate fund balance and net assets in the Town's various operating funds. This section includes several references to capital project funding in relation to the amount and type of support to be provided by the operating funds.
- Fiscal Policy for Investments provides guidelines for investing operating and capital balances.
- Fiscal Policy for Capital Revenue and Expenditures, and Debt Financing directly relates to the resources and requirements of the Capital Improvement Program. Included are overall policies on issuance of debt, as well as specific guidelines applicable to specific fund types.

While the Town generally adheres to these fiscal policies in its operations, it's important to recognize that these policies function as guidelines, not statutory constraints. Some policies,

particularly those related to unassigned fund balance or unrestricted net assets, are intended as goals to pursue rather than strictly achieve annually. The Town retains the discretion to deviate from any or all fiscal policies if deemed in the best interest of the Town, as determined by the Town Council.

## **GENERAL FISCAL POLICY**

### **GENERAL GUIDELINES**

1. The Annual Operating Budget of the Town of Loxahatchee Groves, Florida, shall balance the public service needs of the community with the fiscal capabilities of the Town. It is intended to achieve those goals and objectives established by the Council for the next fiscal year. Service programs will represent a balance of services, but with special emphasis on the Town's public safety, environmental health, and economic development. Services shall be provided on a most cost-effective basis.
2. New programs, services, or facilities shall be based on general citizen demand, need, or legislative mandate, and ability of funding.
3. The Town shall provide funding for public services on a fair and equitable basis and shall not discriminate in providing such services on the basis of race, color, national origin, religion, sex, sexual preference, marital status, age, or disability.

### **SPECIFIC GUIDELINES**

1. The Town recognizes that its citizens deserve a commitment from the Town for fiscal responsibility, and that a balanced operating budget is the cornerstone of fiscal responsibility. Operating expenditures will be fiscally balanced with revenues that can be expected to be received during the fiscal year. New programs or changes in policies that would require the expenditure of additional operating funds will be funded either through a reduction in programs of lower priority or through adjustments to rates, service charges or taxes. Requests for new or changes to programs or policy will be accompanied by an analysis of the short and long-term impact on the operational budget caused by such change or new program or policy.
2. The Town will maintain adequate minimum fund balance/net assets in the Town's various operating funds to provide the capacity to: a) provide sufficient cash flow for daily financial needs, b) secure and maintain investment grade bond ratings, c) provide funds for unforeseen expenditures related to emergencies. General fund will maintain fund balance categories in accordance with GASB Statement 54 Fund Balance Reporting and Governmental Fund Type Definitions. Within the governmental funds of the Town, fund balance shall be composed of Non-spendable, Restricted, Committed, Assigned, and Unassigned amounts.

- Non-spendable fund balance consists of amounts that are not in spendable form such as inventory and prepaid items.
- Restricted fund balance consists of amounts which can be spent only for the specific purposes stipulated by external resource providers such as creditors and grantors or imposed by law through constitutional provisions or enabling legislation.
- Committed fund balance consists of amounts that can be used only for specific purposes determined by formal action of the Council, the Town's highest level of decision-making authority, and may be changed only by the same formal action.
- Assigned fund balance consists of amounts that the Town intends to use for specific purposes that are neither restricted nor committed; the intent shall be expressed by the Town Manager.
- Unassigned fund balance is the residual amounts available for any purpose for the General fund and includes amounts that are not contained in the other classifications.

With regard to the spending order of the fund balances, the Town uses restricted amounts to be spent first when both restricted and unrestricted fund balance is available unless there are legal documents/contracts that prohibit doing so, such as in grant agreements requiring dollar for dollar spending. Additionally, the Town would first use committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

3. The Town shall prepare and implement a Capital Improvement Program (CIP), consistent with State requirements, which shall schedule the funding and construction of projects for a five-year period, including a one-year CIP Budget. The Capital Improvement Program shall balance the needs for improved public facilities and infrastructure, consistent with the Town's Comprehensive Plan, within the fiscal capabilities of the Town.
4. The Town shall maintain its accounting records in accordance with generally accepted accounting principles (GAAP), applied to governmental units as promulgated by the Governmental Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).
5. The Town shall maintain its capital and non-capital asset records in accordance with the policy and procedures set forth by the Town Manager. Individual asset costing \$5,000 or more shall be capitalized. However, non-capital mobile assets costing \$1,000 or more and electronic equipment shall be tracked for inventory purposes. Asset inventory shall be performed annually to ensure the accountability of Town assets. Missing assets shall be reported to appropriate law enforcement and Town Council.

6. Budgets and expenditures for the Town shall be under Council appropriation control at the fund level. “Section 2-110.-Fiscal year; budget” of the Town’s Code of Ordinances provides that the legal level of control is at the fund level in that it states “...the town manager may also transfer funds between respective departments, divisions and/or programs within a fund.”
7. Inter-fund loans must be supported by a fiscally sound source of funds available for repayment.
8. Preparation of the Town’s Budget shall be in such format as to allow correlation with the costs reported in the Town’s Comprehensive Annual Financial Report, with content of said Budget to include that required by Town Charter, Florida Statute, or as later revised by Resolution of the Town Council. Detailed estimates shall be by account at the division or program level and summarized and adopted at departmental level.
9. An analysis shall be made to determine the project life cycle cost of ownership where it is proposed that facilities be leased or rented, and if such cost will commit the Town to \$50,000 or more in any one year.

## **FISCAL POLICY FOR OPERATING REVENUE, EXPENDITURES & FUND BALANCE/NET ASSETS**

### **GENERAL GUIDELINES**

#### **1. Revenue**

- a. Revenue projections will be based on an analysis of historical trends and reasonable assumptions made on a conservative basis of future conditions to ensure that estimates are realized.
- b. The Town will not use long-term debt to finance expenditures required for current operations.
- c. As a general rule, operating budgets will be balanced using current year revenues to finance current year expenditures. Unassigned fund balance shall not normally be budgeted as a resource to support routine annual operating expenses. However, balances exceeding the policy targets may be budgeted as a resource to support capital, debt, or extraordinary major maintenance needs on a non-recurring basis, or for specific purposes, as designated.

#### **2. Expenditures**

- a. Normal maintenance requirements necessary to sustain the basic asset value will be included in the expenditure budget of the proper operating fund.

- b. Funding will be provided for major improvements and automation of services based on multiple-year planning, appropriate cost-benefit analysis, and life cycle costing.
- c. Future capital improvement requirements and equipment replacement will be included in operating budget plans or in the CIP. The annual amount set aside to provide reserves for future capital requirements, will be tailored to the needs of the specific operation, if not established by bond resolution, and will be above the specified fund balance or net assets.

### 3. Unassigned Fund Balance/ Unrestricted Net Assets

- a. Maintaining an adequate fund balance or net assets is essential to the Town's financial health. The unassigned fund balance for fiscal reserve and unrestricted net assets will be considered adequate between a minimum of 25% and a maximum of 30% of the current year's operating appropriations, including transfers, for the General Fund; a minimum of 0% and a maximum of 25% of the current year's operating appropriations, including transfers, will be considered adequate unrestricted net assets for the Enterprise Operating Funds.
- b. Amounts above those indicated in paragraph 3.a. may be assigned or committed within unassigned fund balance or unrestricted net assets for non-recurring purposes.
- c. The balances of each fund will be maintained by using a conservative approach in estimating revenues and by ensuring expenditures do not exceed appropriations.
- d. Any anticipated deficit of operating expenditures over revenues at year-end will be provided for in the current year's budget amendment process through fund balance/net asset appropriations.
- e. In the event that sufficient unassigned fund balance/unrestricted net asset targets are not met, a proposed revenue enhancement and/or service level reduction plan to achieve the target shall be submitted to the Council for the subsequent year budget consideration. The replenishment to the expected minimum level shall be completed within five years.

## SPECIFIC GUIDELINES

### 1. General Fund

- a. The General Fund is the principal operating fund of the Town and will account for activities not reported in another type of fund for legal or managerial reasons.
- b. The operating budget of the General Fund will be prepared based on 95% of the certified taxable value of the property tax roll and conservative estimates of other sources of General Fund revenue.
- c. Service charges and user fees for all General Fund services will be analyzed to ensure an appropriate proportional recovery of direct costs and overhead.

## 2. Special Revenue Funds

- a. Special revenue funds will be used to account for specific revenue sources that are restricted to expenditures for specific purposes. Dedicated operations that cover only a substantial portion of their costs by user fees and charges, and therefore require ongoing operating subsidies, will be classified as special revenue funds.

## 3. Proprietary or enterprise Funds

- a. Proprietary funds will be used to account for those activities where the costs are expected to be funded by user fees and charges.
- b. Proprietary Funds will pay the General Fund their proportionate share of the cost of general administrative departments. Solid Waste is able to produce sufficient revenue from service charges to fully recover all direct operating costs and overhead. Initial startup of operations or specific circumstances may require an individual enterprise to be subsidized for a limited period of time; however, it is fully expected that these operations will be totally self-supporting over time and will repay any subsidy to the General Fund as revenues permit.
- c. Service charges, rent and fee structures will be established to ensure recovery of all costs.
- d. The expenditure requirements of the Proprietary Funds will include all expenses of the operations, as well as any transfers to capital project funds and debt service funds.
- e. A review of service cost and rate structures for Solid Waste charges will be performed on an annual basis. The adopted budget will set forth the cost requirements to be recovered by the service charges, which will be based on the cost of services provided.

## **FISCAL POLICY FOR INVESTMENTS**

### GENERAL GUIDELINES

1. The investment of Town funds shall be controlled by the Town's "Investment Policy" and shall conform to Florida Statutes Chapters 166.261 and 218.415.
2. Sufficient operating funds are to be deposited with a Qualified Florida Public Depository. The balance of investible cash may be deposited with the investment pools of the State or the Florida League of Cities, or be invested in authorized money market funds and other investment vehicles held at other asset management firms as defined in the Town investment policy, if applicable.
3. Bond or loan proceeds for construction and reserve funds are to be held in a qualified financial institution or LGIP type of pool, separate from the Town's operating accounts, if applicable.

The proceeds temporarily invested are excluded from the investment portfolio for the purpose of calculating maximum exposure per investment service provider.

## **FISCAL POLICY FOR CAPITAL REVENUE AND EXPENDITURES AND DEBT FINANCING**

### **GENERAL GUIDELINES**

#### **1. Revenue**

- a. Revenue projections for the one-year Capital Improvement Program Budget and five-year Capital Improvement Program Plan shall be based on conservative assumptions of dedicated revenue sources.

#### **2. Expenditures**

- a. Capital projects shall be justified in relation to the Town's Comprehensive Plan.
- b. Estimated requirements for capital projects shall include all costs reasonably associated with the completion of the project.
- c. The impact of each project on the operating revenues and expenditures of the Town shall be analyzed as required by the General Fiscal Policy stated above.
- d. Consistent with IRS regulations, debt repayment will not exceed the average life of improvements.

#### **3. Debt Financing**

The Town can only enter into Debt obligations of any form through a Referendum of the Electorate pursuant to Town of Loxahatchee Groves Charter Section 6. Budget and Appropriations. (5) Bonds; Indebtedness (a).

- a. Long Term Debt: Annual debt service payments may be structured to provide level cost over the life of a bond issue, unless fiscal or other constraints dictate an alternative approach. A policy of full disclosure will be followed in all financial reports and official statements for debt.
- b. Medium Term Debt: Lease-purchase agreements, bonds, loans, or other debt instruments may be used as a medium-term (3 to 10 years) method of borrowing for the financing of vehicles, other specialized types of equipment, or other capital improvements. The equipment or improvement must have an expected life of more than three years. The Town will determine and utilize the least costly financing methods available. Such debt



arrangements will be repaid within the expected life of the equipment or improvement acquired.

- c. **Short Term Debt:** Short-Term borrowing may be utilized for temporary funding of anticipated tax revenues; anticipated grant payments, anticipated bond proceeds, or other expected revenues. Anticipated funding is defined as an assured revenue source with the anticipated amount based on conservative estimates. Such borrowing may utilize a short-term note maturing before the end of the current appropriation period. Other short-term debt, such as tax-exempt commercial paper, bond anticipation notes, tax anticipation notes, or grant anticipation notes, may be used when it provides immediate financing and an interest advantage, or delays long-term debt until market conditions are more favorable. The Town will determine and utilize the least costly method for short-term borrowing. Short-term debt may be refunded in accordance with applicable Federal laws.

## SPECIFIC GUIDELINES

1. **General Capital Improvements:** General capital improvements, or those improvements not related to Town-owned enterprises, may be funded from General Fund revenues or fund balances, the sale of revenue bonds or general obligation bonds/loans, and from special revenues, special assessments and grants.
  - a. **Pay-As-You-Go Capital Improvements:** Pay-as-you-go capital improvements may be funded from General Fund revenues or fund balances, state and federal grants, special assessments, or other sources of revenue which may become available to the Town. Major capital projects related to the delivery of general public services shall be paid from general purpose revenues. It is recognized that the allocation of funds in any given year of the program may vary significantly from these parameters due to prioritization and scheduling of projects.
  - b. **Special Assessments:** When special assessments are used, the interest rate charged will be established by Town Council consistent with State law.
  - c. **Revenue Bond Debt Limit:** Sale of revenue bonds for capital improvements will be limited to that amount which can be supported from the pledge of the specific revenue.
2. **Enterprise Capital Improvements:** Enterprise funds improvements may be funded from operating revenue or unrestricted net assets, the sale of revenue bonds, loans, special assessments and grants.
  - a. **Pay-As-You-Go Capital Improvements:** Enterprise funds may support needed capital improvements on a pay-as-you-go basis from operating revenues or from unrestricted net assets, assessments, and grants. Major capital projects related to the delivery of Town owned enterprises will be paid from the revenue of that enterprise fund.

- b. Special Assessments: When special assessments are used for enterprise-related improvements, the interest rate charged will be established by Town Council consistent with State law.
- c. Revenue bond Debt Limit: Sale of revenue bonds will be limited to that amount which can be supported from user fees generated, or combination of other revenues.



155 F Road Loxahatchee Groves, FL 33470

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

**FROM:** Richard Gallant, Public Works Director

**VIA:** Francine Ramaglia, Town Manager

**DATE:** September 3, 2024

**SUBJECT:** Consideration of *Ordinance No. 2024-11* – Regarding adopting the annual update to the Capital Improvements Element of the Comprehensive Plan consistent with Chapter 163, Florida Statutes.

#### **Background:**

Pursuant to Section 163.3177(3)(b) of Florida Statutes, local governments are required to undertake an annual review of the Capital Improvements Element to update the Five-Year Capital Improvements Plan (CIP) for Level of Service (LOS) projects. The update to the schedule is not considered an amendment to the Comprehensive Plan. Staff has conducted the review and is proposing to update the Capital Improvements Element with the projects as shown in Exhibit A of Ordinance No. 2024-11.

The capital program for FY 25 has been discussed extensively at the Town Council's budget workshops. The future years road improvement plan has not been the subject of as much discussion and it may be appropriate for the Town Council to review and prioritize the remaining unpaved roads on the plan and confirm that the order of their proposed completion is in accordance with Council's direction.

The roads scheduled for paving in FY 2026 are:

- |   |                  |
|---|------------------|
| 1. E Rd Southern to Citrus - \$           | 43,643           |
| 2. Tangerine                              | 145,475          |
| 3. 6 <sup>th</sup> Ct E Rd to Vinceremos. | <u>218,213</u>   |
| Total                                     | <u>\$407,330</u> |



155 F Road Loxahatchee Groves, FL 33470

The roads scheduled for paving in FY 2027 are:

- |            |            |
|------------|------------|
| 1. N North | \$ 403,851 |
|------------|------------|

The roads scheduled for paving in FY 2028 are:

- |                            |                   |
|----------------------------|-------------------|
| 1. West D Neighborhood     | \$ 261,855        |
| 2. Kerry Lane Neighborhood | <u>232,760</u>    |
| Total                      | \$ <u>494,615</u> |

The roads scheduled for paving in FY2029 are:

- |  |                   |
|--|-------------------|
| 1. G Road (E)                          | \$ 145,475        |
| 2. 25 <sup>th</sup> St. East of Folsom | 72,738            |
| 3. March Circle                        | 43,643            |
| 4. Great Dane                          | 29,095            |
| 5. Kazee                               | <u>145,475</u>    |
| Total                                  | \$ <u>436,426</u> |

The roads scheduled for paving in FY 2030 are:

- |                             |                   |
|-----------------------------|-------------------|
| 1. The 40's & Global Trail  | \$ 349,140        |
| 2. 11 <sup>th</sup> Terrace | 58,190            |
| 3. Bunny Lane               | <u>72,738</u>     |
| Total                       | \$ <u>480,068</u> |

The roads scheduled for paving in FY 2031 are:

- |            |            |
|------------|------------|
| 1. S North | \$ 759,900 |
|------------|------------|

### **Recommendation:**

Motion to approve ***Ordinance No. 2024-11*** Updating the Capital Improvements Element of the Comprehensive Plan consistent with Chapter 163, Florida Statutes on first reading.

## ORDINANCE NO. 2024-11

### AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING THE ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN CONSISTENT WITH CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

**WHEREAS**, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant Section 163.3177(3)(b), Florida Statutes, is required to review the Capital Improvements Element of the Town’s Comprehensive Plan and update the 5-year capital improvement schedule annually; and

**WHEREAS**, pursuant Section 163.3177(3)(b), Florida Statutes, modifications to update the 5-year capital improvement schedule may be adopted by ordinance and need not be an amendment to the Comprehensive Plan; and

**WHEREAS**, the Town Council has reviewed the Capital Improvements Element of the Town’s Comprehensive Plan and has projected the 5-year capital improvement schedule for the years 2024-2028 to be financially feasible.

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

**Section 1.** The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

**Section 2.** The Town of Loxahatchee Groves hereby adopts the 2025-2029 Capital Improvement Schedule as the 2025 Annual Update to the Capital Improvements Element of the Comprehensive Plan, as set forth in Exhibit “A” attached hereto and incorporated herein by this reference.

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

**Section 4. Severability.** If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

**Section 5. Effective Date.** This Ordinance shall become effective immediately upon its passage and adoption.

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

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 3<sup>rd</sup> DAY OF SEPTEMBER, 2024.**

\_\_\_\_\_  
*Voted:*  
Mayor Anita Kane, Seat 3

\_\_\_\_\_  
*Voted:*  
Vice Mayor Margaret Herzog, Seat 5

\_\_\_\_\_  
*Voted:*  
Councilmember Phillis Maniglia, Seat 1

\_\_\_\_\_  
*Voted:*  
Councilmember Laura Danowski, Seat 2

\_\_\_\_\_  
*Voted:*  
Councilmember Robert Shorr, Seat 4

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

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS 1<sup>ST</sup> DAY OF OCTOBER, 2024.**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

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

APPROVED AS TO LEGAL FORM:

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

\_\_\_\_\_  
*Voted:*  
Mayor Anita Kane, Seat 3

\_\_\_\_\_  
*Voted:*  
Vice Mayor Margaret Herzog, Seat 5

\_\_\_\_\_  
*Voted:*  
Councilmember Phillis Maniglia, Seat 1

\_\_\_\_\_  
*Voted:*  
Councilmember Laura Danowski, Seat 2

\_\_\_\_\_  
*Voted:*  
Councilmember Robert Shorr, Seat 4

## TOWN OF LOXAHATCHEE GROVES

Ordinance No. 2024-11  
Exhibit A

			Estimated Timeframe	2025 Proposed	2026	2027	2028	2029	2030	2031
Road Paving Plan (overlay program)										
A South	1.25 miles	2025		\$ 363,688	\$ -					
N North	1.5 miles	2027				\$ 403,851				
Collect Canal (A to B)	.5 miles	2025		\$ 145,475	\$ -					
E Southern to Citrus (Loxahatchee Ave)	0.15 miles	2026		\$ -	\$ 43,643					
Citrus	0.25 miles	2025		\$ -	\$ -					
Lox Ave Tangerine to Citrus	0.1 miles	2025		\$ -	\$ -					
Tangerine	0.5 miles	2026			\$ 145,475					
G Road (E)	0.5 miles	2029						\$ 145,475		
25th St East of Folsom	0.25 miles	2029						\$ 72,738		
S North	1.5 miles	2031		\$ -						\$ 759,000
6th Ct E Rd to Vinceremos)	0.75 miles	2026		\$ -	\$ 218,213					
Compton	0.75 miles	TBD		\$ -						
Bryan	0.75 miles	TBD		\$ -						
Marcella	0.75 miles	TBD		\$ -						
E North (gap)	0.25 miles	2025		\$ 72,738						
Folsom (gap)	0.25 miles	2025		\$ 72,738						
West 25 Street (gap)	0.15 miles	2025		\$ 43,643						
G West (gap)	.1 miles	2025		\$ 29,095						
West C Neighborhood (West C, 17th Rd N, Timber lane, Scott Place, Williams, Dr., Robert Way, Forest Lane)										
Lane)										
Snail Trail										
The 40's & Global Trail (44th, 42 St. N, 43rd Rd N 42nd Rd N, 41st Ct. Ian Trail)	1.2 miles	2030							\$ 349,140	
West D Neighborhood( West D, Temple, 6th Ct N Tangerine)	.9 miles	2028					\$ 261,855			
March Circle	.15 miles	2029						\$ 43,643		
Great Dane	.1 miles	2029						\$ 29,095		
Kazee	.5 miles	2029						\$ 145,475		
Kerry Lane Neighborhood (Kerry Lane, Edith, Fox Tra Farley)	.8 miles	2028					\$ 232,760			
11th Terrace	0.2	2030							\$ 58,190	
Bunny Lane	0.25	2030							\$ 72,738	
				\$ 727,375	\$ 407,330	\$ 403,851	\$ 494,615	\$ 436,426	\$ 480,068	\$ 759,000
Road Rock Plan (rebuilding of road beds)										
Collect Canal	3.25 miles	2025		\$ 12,000	\$ -	\$ -	\$ -			
6th Ct (E Rd to Vinceremmos)	0.75 miles	2026			\$ 52,500	\$ -	\$ -			
A South	1.25 miles	2025		\$ 75,000	\$ -	\$ -				
N North	2 miles	2027				\$ 75,000	\$ -			
Folsom	0.3 miles	2025			\$ -	\$ -	\$ -			
G Road (E)	0.5 miles	2025						\$ 35,000		
25th St East of Folsom	0.25 miles	2025						\$ 17,500		
S North	1.5 miles	2027		\$ -		\$ 105,000	\$ -			
Lox Ave Tangerine to Citrus	0.1 miles	2026			\$ 6,000					
22nd N/F/P	0.6 miles	2026		\$ -	\$ -	\$ -	\$ -			
				\$ 87,000	\$ 58,500	\$ 180,000	\$ -	\$ 52,500		
TPA Okeechobee Traffic Calming										
		2025-2030			\$ 100,000	\$ 5,000,000				
Stormwater/Roadway Drainage Improvements										
SWM System Improvements-Resilient Florida										
Surface water management infrastructure project to improve flood control, adherence to NPDES requirements and water quality, conveyance and drainage			TBD	\$ -	\$ -	\$ -	\$ -			
				\$ -	\$ -	\$ -	\$ -			
Specific Maintenance Projects										
Pump House (including instrumentation and controls)		2025		\$ 10,000	\$ -	\$ -	\$ -			
Gate Repairs at 'A'		2025		\$ 10,000	\$ -	\$ -	\$ -			
Gate Repairs at 'Folsom'		2025		\$ 15,000	\$ -	\$ -	\$ -			
SCADA & Telemetry				\$ -	\$ 300,000	\$ -	\$ -			
				\$ 35,000	\$ 300,000	\$ -	\$ -			
Swales & Culverts										
Swales, Catch Basins and Other Control Structures		2025		\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000			



South E and Citrus Drainage System (Without tree removal)	2025	\$ 25,000	\$ 200,000	\$ -	\$ -		
Tangerine and Citrus Drainage System (Without tree removal)	2025	\$ 25,000	\$ 300,000				
Miscellaneous culvert failures/emergency repairs (5-7 culverts)		\$ 240,000	\$ 200,000	\$ 200,000	\$ 200,000		
		<b>\$ 640,000</b>	<b>\$ 1,050,000</b>	<b>\$ 550,000</b>	<b>\$ 550,000</b>		
Specific Culvert Locations							
Folsom & 25th St Culvert	2025	\$ 80,000		\$ -	\$ -		
Bunny Ln & D Rd Culvert	2025	\$ 140,000					
-	2025	\$ -					
Kerry Ln & F Rd Culvert	2025	\$ 140,000					
Survey Design + Permitting							
		<b>\$ 360,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		
<b>Repair and Maintenance Canals</b>							
North Pump and pumphouse	2026		\$ 400,000				
17 Segments of Bank Reinforcement @ \$100 LF	2027-2030			\$ 20,000,000	\$ 20,000,000	\$ 20,000,000	\$ 20,000,000
Canal Bank Stabilization	2024-2040	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000		
Seven Locks/Weirs at \$150,000 each location	2024-2040		\$ 300,000	\$ 300,000	\$ 450,000		
Dredging of Canals	-						
		<b>\$ 200,000</b>	<b>\$ 900,000</b>	<b>\$ 20,500,000</b>	<b>\$ 20,650,000</b>	<b>\$ 20,000,000</b>	<b>\$ 20,000,000</b>
<b>Trails System</b>							
Connectivity improvements and trail maintenance/upgrades to ensure safety and usefulness of the Town trails system.							
North Road Trail	2025	\$ 20,000	\$ -	\$ -	\$ -		
Horse crossings at B, D and F Roads along canal heads	TBD	\$ -	\$ -	\$ -	\$ -		
Hand pump and trail amenities at C	TBD	\$ -	\$ -	\$ -	\$ -		
Development of a Linear Park from A Road to Folsom Road South of C	TBD	\$ -	\$ -	\$ -	\$ -		
Other Trails Improvements	TBD	\$ -	\$ -	\$ -	\$ -		
		<b>\$ 20,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		
<b>Resiliency</b>							
Replacement of Public Works Building	2025-2027	\$ 10,000		\$ 750,000			
Resiliency Grant Program	2024-30						
Conversion of Town Hall to EOC	2025		\$ 75,000				
<b>Total Resiliency</b>		<b>\$ 10,000</b>	<b>\$ 75,000</b>	<b>\$ 750,000</b>			
<b>Total Capital Spending (305)</b>		<b>\$ 2,079,375</b>	<b>\$ 7,790,830</b>	<b>\$ 22,383,851</b>	<b>\$ 21,694,615</b>	<b>\$ 20,488,926</b>	<b>\$ 20,480,068 \$ 759,000</b>

**Recommended Use of Capital Funds in FY2025:**

PW Building	\$ 10,000
Conversion of Town Hall to EOC	\$ -
Roadway Paving Plan (overlay program)	\$ 727,375
Roadway Rock Plan (rebuilding of road beds)	\$ 87,000
Specific Maintenance Projects	\$ 35,000
Swales and Culverts	\$ 640,000
Specific Culvert Locations	\$ 360,000
Repair and Maintenance of Canals	\$ 200,000
Trails System	\$ 20,000
Okeechobee Traffic Calming	\$ -

**Total Recommended Use of Capital Funds**

**FY24 \$ 2,079,375**

**Capital Funds Available For FY2025:**

State Grant	\$ 750,000
Resiliency Grant	
General Fund	\$ 394,000
Gas Tax Funds	\$ 132,000
Surtax Funds	\$ 383,300
Road and Drainage Funds	
Transfer fund balance carryover from 2024	\$ 420,000
FEMA Reimbursement*	
Private Contribution	

**Total Capital Funds Available \$ 2,079,300**

**Projected Shortfall \$ 75**

**CAPITAL EXPENDITURES OUTSIDE OF FUND 305****Other Road Materials and Supplies(Budgeted in Public Works)****Road Maintenance**

Miscellaneous Annual rock Replensihment	2024-2028	\$ 172,500	\$ 135,000	\$ 108,000	\$ 90,000
---	-----------	------------	------------	------------	-----------

**Rental/Lease Option Machinery & Equipment (Budgeted in Public Works)**

Tractor Mower	2024-2026	\$ 94,000	\$ 94,000		
Mower (Kubota)	2022-2024	\$ -			
Grader (John Deere)	2023-2025	\$ 50,000	\$ 123,000		
Dump Truck( purchased with auction proceeds)	2024-25	\$ -	\$ -		

Rental of equipment on as needed basis  
such as roller, pump vac, road plates, etc.  
Misc rentals and equipment

2025-2030	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
2025-2027	\$ 40,000	\$ -	\$ -				
	\$ 234,000	\$ 267,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	
	\$ 406,500	\$ 402,000	\$ 158,000	\$ 140,000			

# TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



## AGENDA MEMO

**TO: Planning and Zoning Board**

**FROM: Complete Cities, Consultant Planner**

**DATE: August 29, 2024**

**SUBJECT: Groves at Town Center – Revised documents per July 2024 PZB Meeting**

---

The attached documents were submitted by the applicant to address comments made by the Planning and Zoning Board at the July 22, 2024, meeting. Revised documents include:

- Revised hotel elevations to reduce the proposed building height to 40-feet to the roof deck and 52-feet to the tallest point of the building. A waiver continues to be sought for the building height.
- Revised site plan for the proposed public park to include three (3) new concrete pads with benches for seating near the wetland area. The intent is to provide a viewing area for the wetland for park visitors to utilize. Additional landscape would be provided in these areas, if the benches are desired.
  - The applicant continues to offer the removal of the proposed parking area fence as an alternative design option.
- A proposed directional/wayfinding signage plan to route traffic to the most effective ingress/egress points and adjacent streets. The intent is to address congestion concerns at the B Road and Avocado Rd. intersection by diverting traffic to newer access options such as the roundabout along Southern Blvd.
- Revised comprehensive plan text amendment to special policy 1.15.2 to modify the proposed revision to the commercial development location standards.

Separately, the applicant temporarily revised traffic circulation within the Groves at Town Center to modify Avocado Road to be an ingress-only access point from B Road. As such, out-bound traffic, leaving the Town Center, was routed north to Tangerine Road to make a left- or right-hand movements out of the site. The intent was to determine the effectiveness of limiting the number of automobiles making conflicting maneuvers on either side of B Road at the Avocado Road intersection. Circulation concerns were noted at this intersection based on the volume of traffic on-site and across the street at the Publix plaza. The applicant will be prepared to present its findings from this temporary analysis at the Planning and Zoning Board meeting.

## TOWN OF LOXAHATCHEE GROVES

### ORDINANCE NO. 2024-09

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE MULTIPLE LAND USE PLANNED UNIT DEVELOPMENT (MLU/PUD) APPROVAL ON A PARCEL OF LAND CONSISTING OF APPROXIMATELY 89.95 ACRES, MORE OR LESS, LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND "B" ROAD, LEGALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR THE APPROPRIATE REVISIONS TO THE MLU/PUD CONCEPTUAL MASTER PLAN AND THE CONDITIONS OF APPROVAL; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, on November 16, 2010, the Town adopted Ordinance 2010-009, which adopted the Town's Unified Land Development Code (ULDC), including the designation of zoning districts in the Town, consistent with the Town's Comprehensive Plan; and,

**WHEREAS**, on November 20, 2012, the Town adopted Ordinance 2012-08 which created a new zoning category, entitled Planned Unit Development ("PUD"), to facilitate development on properties that exceeds expectations of standard zoning districts, to implement the Town's Comprehensive Plan, and to allow for creative use of land and quality development; and,

**WHEREAS**, on February 17, 2013, the Town adopted Ordinance 2013-010 which assigned a Multiple Land Use Planned Unit Development ("MLU/PUD") zoning designation to certain property located at the northeast corner of Southern Boulevard, and "B" Road, Loxahatchee Groves, Florida, totaling approximately 89.95 acres, more or less, legally described and as designated on the map in Exhibit "A", attached hereto (the "Property"); and

**WHEREAS**, on November 6, 2018, the Town adopted Ordinance 2018-08 which amended the Multiple Land Use Planned Unit Development ("MLU/PUD") zoning designation on the property

previously granted by Ordinance 2013-010; and

**WHEREAS**, on January 7, 2020, the Town adopted Ordinance 2019-08 which amended the Multiple Land Use Planned Unit Development ("MLU/PUD") zoning designation on the property previously granted by Ordinance 2018-08; and

**WHEREAS**, on \_\_\_\_\_, 2024, the Town Council adopted Ordinance 2024-09 approving a comprehensive plan text amendment revising Special Policy 1.15.2, with respect to allowed land uses on the Property; and

**WHEREAS**, the Property Owners, Solar Sportsystems, Inc. and Loxahatchee Equestrian Partners, LLC, applied to amend the previous MLU/PUD Approval (including the conceptual master plan and conditions of approval contained within Ordinance 2019-008); and

**WHEREAS**, at its meeting of July 22, 2024, which was continued to a date certain of August 29, 2024, the Town's Planning and Zoning Board (PZB), considered the petition to amend the MLU/PUD Approval on the Property, and subsequently recommended \_\_\_\_**[approval/denial]**\_\_\_\_ to the Town Council subject to certain conditions stated in the Staff Report dated July 17, 2024 and incorporated by reference herein; and

**WHEREAS**, the notice and hearing requirements for adoption of ordinances contained in the Florida Statutes and the Town's Code of Ordinances have been satisfied; and

**WHEREAS**, the Town Council of the Town of Loxahatchee Groves has conducted a quasi-judicial hearing and considered the petition, the recommendations of the PZB and Town Staff, and comments from the public; and

**WHEREAS**, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida ("Town"), pursuant to the authority vested in Chapter 166, Florida Statutes, is authorized and

empowered to consider petitions relating to the master plan amendments, including PUD Amendments, within the Town; and

**WHEREAS**, the Council, pursuant to Section 160-020 (Review criteria; Town Council action) of the Town of Loxahatchee Groves Unified Land Development Code and Town Ordinance 2012-08 (Planned Unit Development) is authorized and empowered to consider, approve, approve with conditions PUD amendment petitions.

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

**Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct, and are hereby made a specific part of this Ordinance.

**Section 2.** The Town Council has considered the Staff Report dated July 17, 2024 and the Town PZB and Town staff recommendations and makes the following findings of fact:

1. The Town Council finds the petition to be generally consistent with the intent and direction of the Comprehensive Plan, as amended by Ordinance 2024-09, the rezoning criteria, as depicted in Section 160-020(A) (1) - (6) of the Town of Loxahatchee Groves Unified Land Development Regulations, and the objectives and standards of a Planned Unit Development, as depicted in Town of Loxahatchee Groves Ordinance 2012-08.

2. To ensure consistency with the Comprehensive Plan and land development regulations, and the results of the various studies and analysis completed in the review of the PUD Amendment petition, certain conditions of approval are necessary as listed in Exhibit "B", attached hereto.

**Section 3.** The PUD Amendment of the Groves at Town Center MLU/PUD pertaining

to the property located at the northeast corner of Southern Boulevard, and "B" Road, Loxahatchee Groves, Florida, totaling approximately 89.95 acres, more or less, legally described, and as designated on the map, in Exhibit "A", attached hereto, is hereby approved subject to the Conceptual Master Plan and Conditions of Approval in Exhibit "B", attached hereto.

**Section 4. Severability.** If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered eliminated and so not affecting the validity of the remaining portion or applications remaining in full force and effect.

**Section 5. Conflict.** All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are to the extent of such conflicts hereby repealed.

**Section 6. Effective Date.** This Ordinance shall take effect upon the effective date of Ordinance 2024-09.

Councilmember \_\_\_\_\_ offered the foregoing ordinance. Councilmember \_\_\_\_\_ seconded the motion.

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 3 DAY OF SEPTEMBER, 2024.**

\_\_\_\_\_  
Mayor Anita Kane, Seat 3

\_\_\_\_\_  
Vice Mayor Margaret Herzog, Seat 5

\_\_\_\_\_  
Councilmember Phillis Maniglia, Seat 1

Voted:  
Councilmember Laura Danowski, Seat 2

Voted:  
Councilmember Robert Shorr, Seat 4

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

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES,  
ON SECOND READING AND PUBLIC HEARING, THIS 1 DAY OF OCTOBER, 2024.**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

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

Voted:  
Mayor Anita Kane, Seat 3

Voted:  
Vice Mayor Margaret Herzog, Seat 5

APPROVED AS TO LEGAL FORM:

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

Voted:  
Councilmember Phillis Maniglia, Seat 1

Voted:  
Councilmember Laura Danowski, Seat 2

Voted:  
Councilmember Robert Shorr, Seat 4



## EXHIBIT A.1 LEGAL

### DESCRIPTION:

THE SOUTH 1000 FEET OF TRACT 4, BLOCK "I", LOXAHATCHEE GROVES, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 12, PAGE 29; SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD (STATE ROAD 80) AS ESTABLISHED BY RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORD BOOK 1005, PAGE 577, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOT 5, BLOCK "I" LOXAHATCHEE GROVES, LYING NORTH OF STATE ROAD 80, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LESS AND EXCEPT THAT PORTION FOR STATE ROAD 80, AS DESCRIBED IN THE ORDER OF TAKING IN O.R. BOOK 5463, PAGE 1126, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 6, BLOCK "I", OF LOXAHATCHEE GROVES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 12, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT:

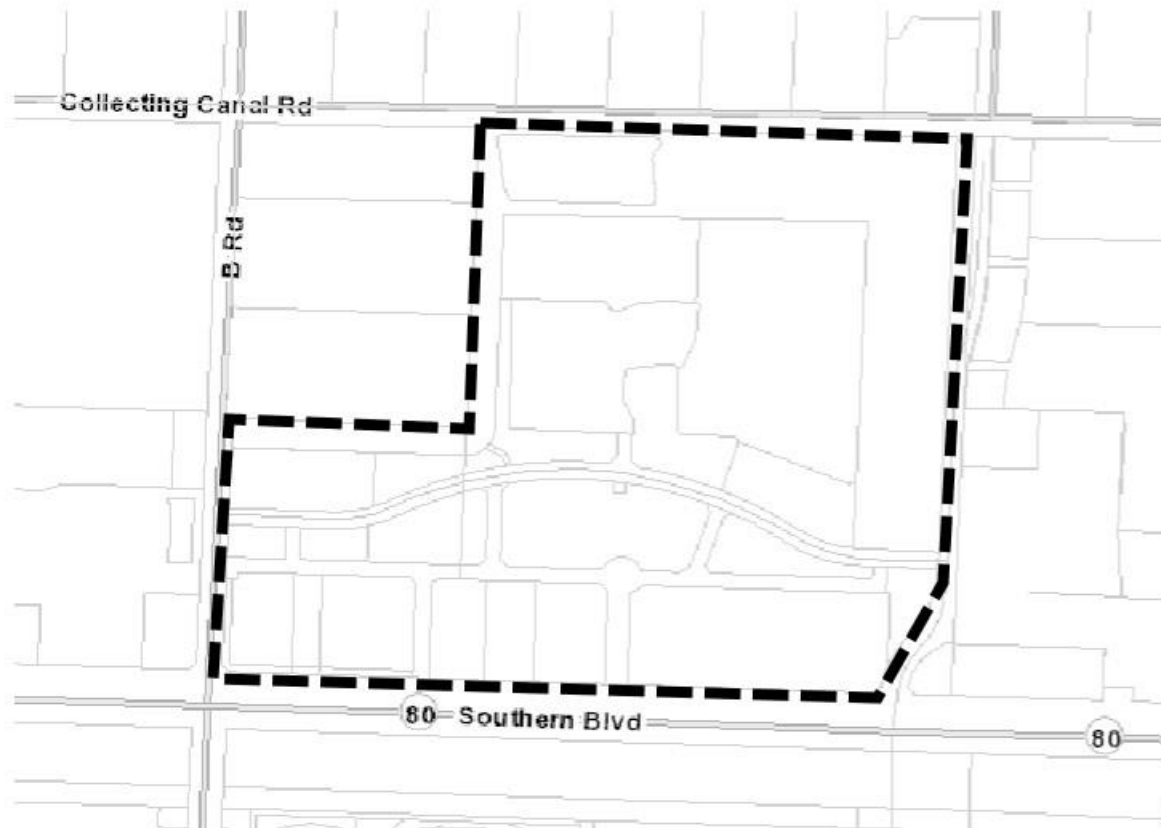
THAT PORTION FOR STATE ROAD 80, AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORD BOOK 5463, PAGE 1126, AND THAT PORTION OF THE RIGHT-OF-WAY DEED RECORDED IN DEED BOOK 1005, PAGE 577, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.  
AND

THAT PORTION OF TRACT 6, BLOCK "I" RE-CONVEYED TO GASPAR MORELLO AND ELIZABETH MORELLO, HUSBAND AND WIFE, IN QUIT-CLAIM DEED RECORDED JANUARY 25, 2002, IN OFFICIAL RECORD BOOK 13344, PAGE 953, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE PLATTED EAST LINE OF TRACT 6, BLOCK "I" ACCORDING TO THE PLAT OF LOXAHATCHEE GROVES, AS RECORDED IN PLAT BOOK 12, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD (STATE ROAD 80) ACCORDING TO THE FDOT RIGHT-OF-WAY MAP, SECTION 93120-3528, SHEET 5 OF 13, DATED 1986, THENCE, NORTH 88 DEGREES 26 MINUTES 32 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY OF SOUTHERN BOULEVARD, 66.16 FEET; THENCE, NORTH 39 DEGREES 58 MINUTES 31 SECONDS WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF "C" ROAD, ACCORDING TO THE FDOT RIGHT-OF-WAY MAP, 33.14 FEET, TO A POINT OF CURVATURE; THENCE, NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 202.00 FEET AND A CENTRAL ANGLE OF 46 DEGREES 54 MINUTES 52 SECONDS, AN ARC LENGTH OF 165.40 FEET TO THE PLATTED EASTERLY LINE OF TRACT 6, BLOCK "I"; THENCE, SOUTH 02 DEGREES 09 MINUTES 47 SECONDS WEST, ALONG THE PLATTED EAST LINE OF TRACT 6, BLOCK "I", 158.23 FEET TO THE POINT OF BEGINNING.

## EXHIBIT A.2

### LOCATION MAP



**EXHIBIT B.1**  
**REVISED, CONCEPTUAL MASTER PLAN**

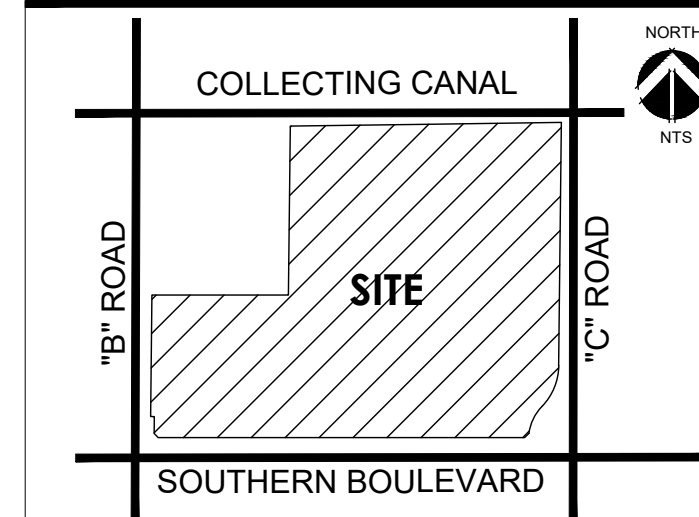
## **EXHIBIT B.2**

**REVISED, CONDITIONS OF APPROVAL (previously contained in Ord. 2019-008)**

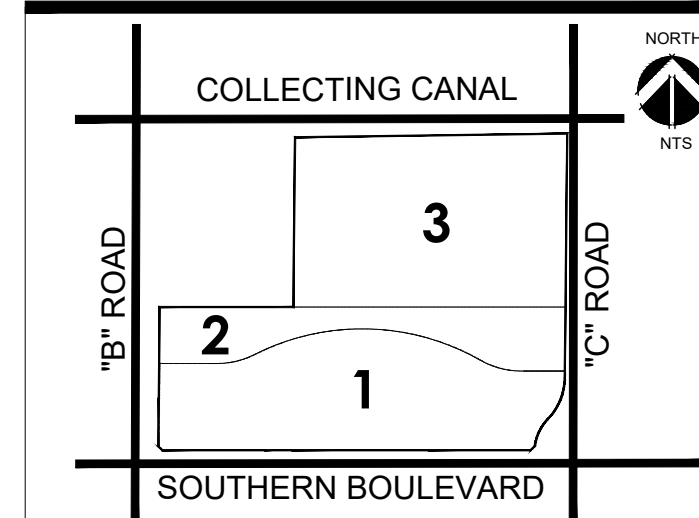




Location Map



Parcel Key Map



NOTES:

1. THIS PLAN IS BASED ON SURVEY INFORMATION BY CAULFIELD & WHEELER DATED AUGUST 12, 2019.
2. THE INTENT OF THIS MASTER PLAN IS TO REFLECT DEVELOPMENT PODS PURSUANT TO THE COMPREHENSIVE PLAN DESIGNATIONS. PRIOR TO ANY DEVELOPMENT, EACH POD WILL REQUIRE SITE PLAN APPROVAL BY THE TOWN OF LOXAHATCHEE GROVES.
3. ALL FUTURE DEVELOPMENT WILL BE IN COMPLIANCE WITH THE TOWN OF LOXAHATCHEE GROVES RURAL VISTA GUIDELINES TO BE CONFIRMED AT TIME OF SITE PLAN APPROVAL FOR EACH POD.
4. "COMMON AREA" CONSISTS OF ROADWAY, LANDSCAPE BUFFERS, AND CONSERVATION EASEMENT TRACTS.
5. PARCEL AREA BOUNDARIES ARE FROM PROPERTY LINES. CENTER LINE OF TANGERINE DRIVE AND THE EXTENSION OF THE NORTHWEST PROPERTY LINE TO THE EAST PROPERTY LINE. POD AREA BOUNDARIES EXCLUDE ROAD EASEMENTS, BUFFERS AND OPEN SPACE COMMON AREA. PARCEL AND POD AREA ACCESS LOCATIONS TO PODS AND ROADWAY DESIGN ARE CONCEPTUAL AND SUBJECT TO REVISIONS AND PLATTING.
- \* BECAUSE THESE USES ARE MEDICAL AND DENTAL OFFICES, THEY COUNT AGAINST THE PARCEL 2 MAXIMUM ALLOWABLE DEVELOPMENT.
- \*\* THE TOTALS REFLECT THAT THE DENTAL OFFICE IN POD B4 AND MEDICAL OFFICE IN POD C COUNT AGAINST ALLOWABLE DEVELOPMENT.

SIGN FACING SOUTH FOR  
NORTHBOUND TRAFFIC  
ON KIWIC COURT: TO B  
ROAD AND SOUTHERN  
BOULEVARD TURN LEFT

SIGN FACING SOUTH FOR  
NORTHBOUND TRAFFIC  
EXITING WAWA: RIGHT  
TURN ONLY

SIGN FACING EAST FOR  
WESTBOUND TRAFFIC ON  
AVOCADO AVE: TO B  
ROAD AND SOUTHERN  
BOULEVARD TURN RIGHT

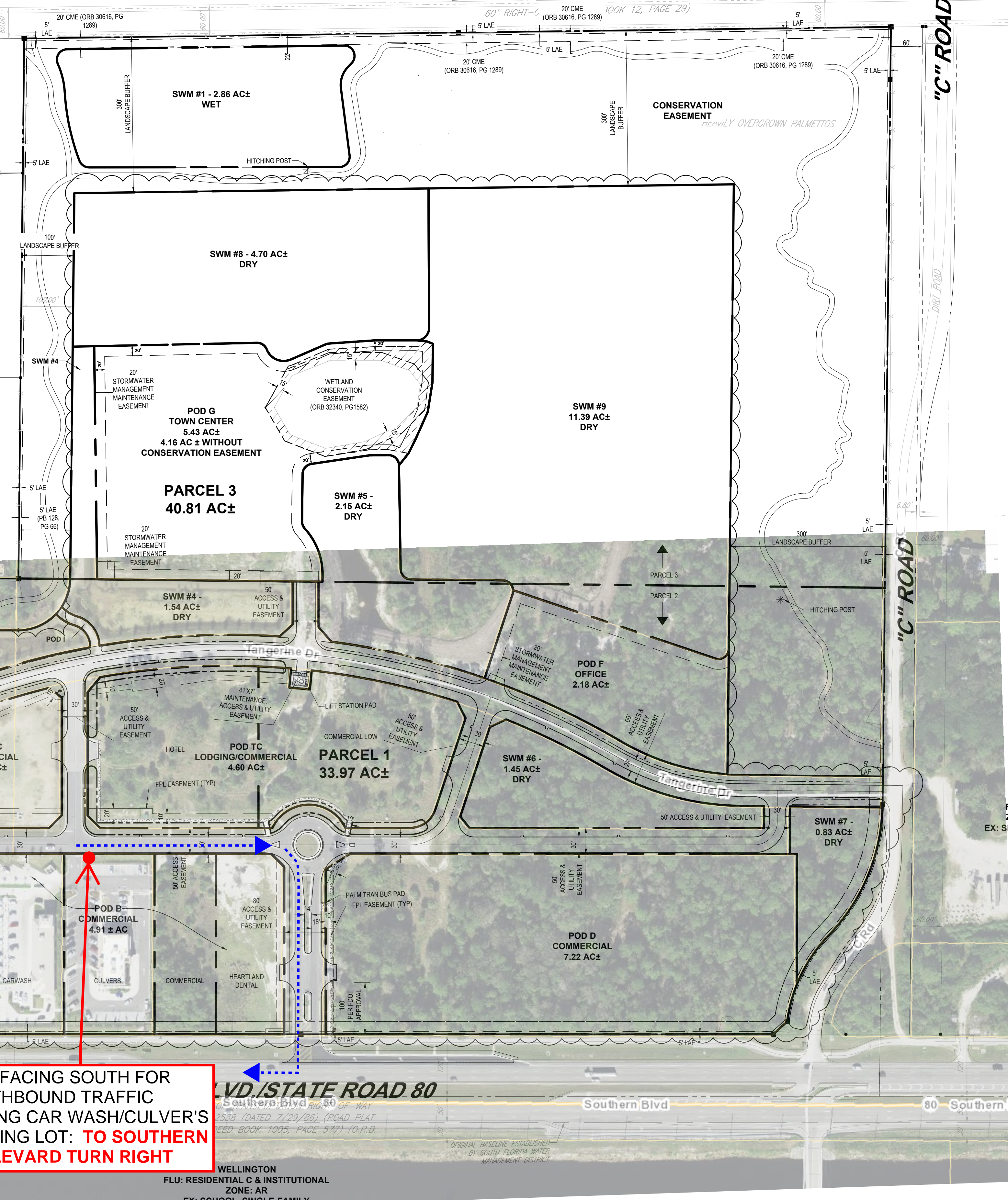
SIGN FACING SOUTH FOR  
NORTHBOUND TRAFFIC  
EXITING CAR WASH/CULVER'S  
PARKING LOT: TO SOUTHERN  
BOULEVARD TURN RIGHT

WETLAND W-KAA-1B

WETLAND AREA: 0.82 ACRES = 35,869 SF  
WETLAND PERIMETER: 718 FT  
PROPOSED BUFFER AREA: 19,755 SF  
BUFFER AVERAGE: 19,755 SF / 718 FT = 27.51 FT

FLU: RR-5  
ZONE: AR  
EX: EQUESTRIAN, SINGLE FAMILY

COLLECTING CANAL  
LOXAHATCHEE GROVES



FLU: RR-5  
ZONE: AR  
EX: SINGLE-FAMILY

FLU: RR-5  
ZONE: AR  
EX: SINGLE-FAMILY

**BOHLER**  
SITE CIVIL AND CONSULTING ENGINEERING  
PROGRAM MANAGEMENT  
LANDSCAPE ARCHITECTURE  
SUSTAINABLE DESIGN  
PERMITTING SERVICES  
TRANSPORTATION SERVICES

REVISIONS

REV	DATE	COMMENT	DRAWN BY



ALWAYS CALL 811  
It's fast. It's free. It's the law.

SITE PLAN AMENDMENT

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION DOCUMENT. UNLESS INDICATED OTHERWISE.

PROJECT No.: FLB200011  
DRAWN BY: AH  
CHECKED BY: SM  
DATE: 09/29/23  
CAD ID: FLB200011-SPP-NEW-0

PROJECT:

**GROVES TOWN  
CENTER MASTER  
INFRASTRUCTURE**  
FOR

SOLAR  
SPORTSYSTEM, INC.

LOCATION OF SITE:

N.E. CORNER OF SOUTHERN BLVD.  
AND B ROAD  
TOWN OF LOXAHATCHEE GROVES  
PALM BEACH COUNTY, FL  
SEC 31, TWP 43S, RGE 41E

**BOHLER**

1 SE 3rd AVENUE  
SUITE 2700  
MIAMI, FLORIDA 33131  
Phone: (786) 681-0800

FLORIDA BUSINESS CERT. OF AUTH. NO. 30760

SHEET TITLE:

**MASTER SITE  
PLAN**

SHEET NUMBER:

**EX-1**

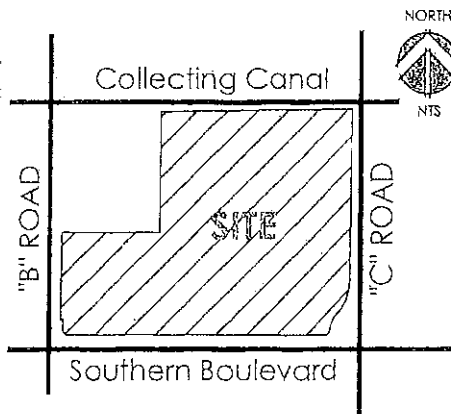
ORG. DATE - 10/12/2023



TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2019-08

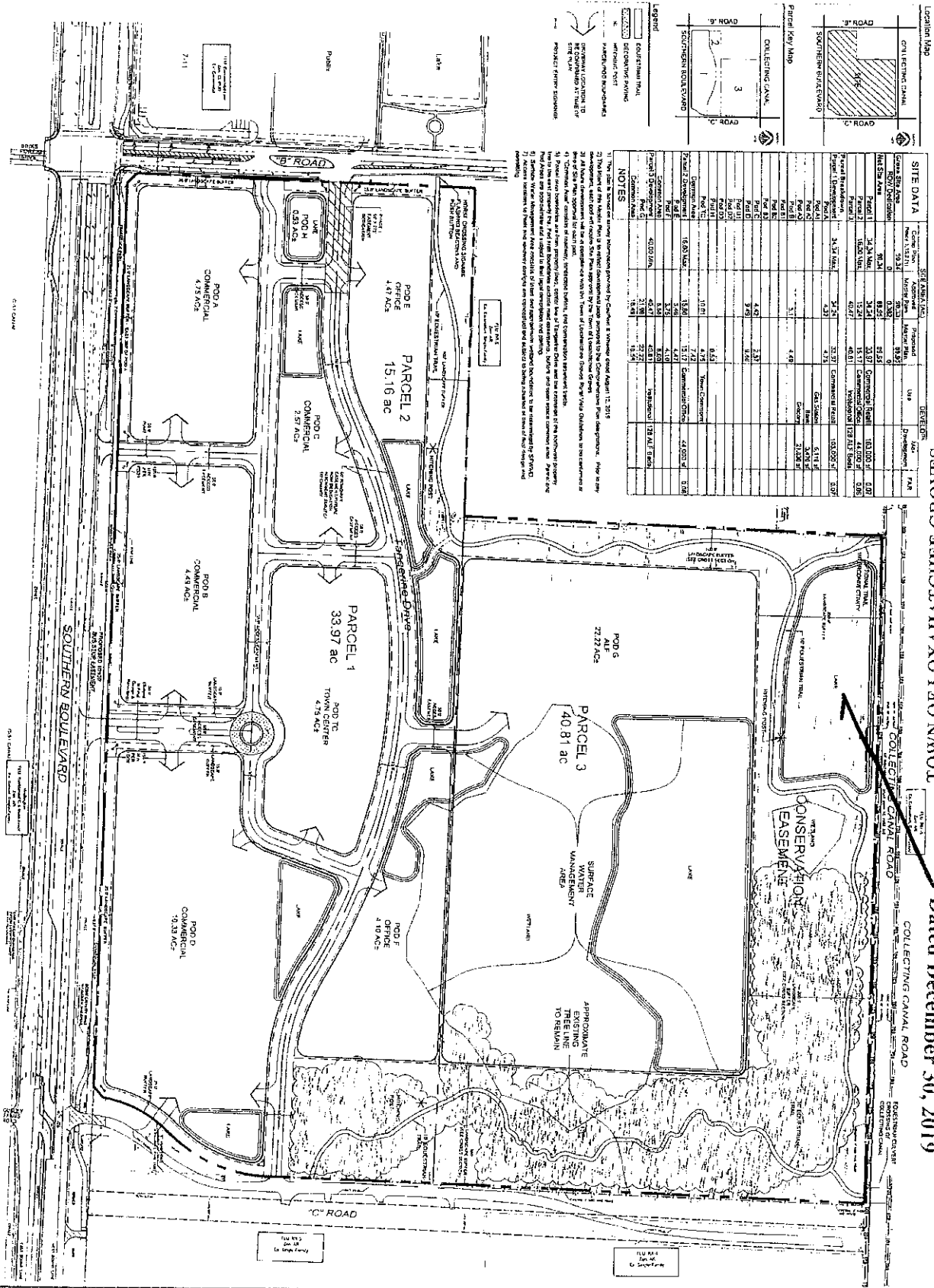
LOCATION MAP:



80-6102 'ON ECNANINDRO

SEAVO GEEHCTHAXO7 OF NMOT

Stormwater Management Feature  
Revised Per Conceptual Master Plan  
Dated December 30, 2019



DATE: August 20, 2024  
 TO: Town of Loxahatchee Groves, Town Council  
 FROM: Complete Cities, Consultant Planner  
 Subject: Groves at Town Center – Revised documents per July 2024 PZB Meeting

The attached documents were submitted by the applicant to address comments made by the Planning and Zoning Board at the July 22, 2024, meeting. Revised documents include:

- Revised hotel elevations to reduce the proposed building height to 40-feet to the roof deck and 52-feet to the tallest point of the building. A waiver continues to be sought for the building height.
- Revised site plan for the proposed public park to include three (3) new concrete pads with benches for seating near the wetland area. The intent is to provide a viewing area for the wetland for park visitors to utilize. Additional landscape would be provided in these areas, if the benches are desired.
  - The applicant continues to offer the removal of the proposed parking area fence as an alternative design option.
- A proposed directional/wayfinding signage plan to route traffic to the most effective ingress/egress points and adjacent streets. The intent is to address congestion concerns at the B Road and Avocado Rd. intersection by diverting traffic to newer access options such as the roundabout along Southern Blvd.
- Revised comprehensive plan text amendment to special policy 1.15.2 to modify the proposed revision to the commercial development location standards.

Separately, the applicant temporarily revised traffic circulation within the Groves at Town Center to modify Avocado Road to be an ingress-only access point from B Road. As such, out-bound traffic, leaving the Town Center, was routed north to Tangerine Road to make a left- or right-hand movements out of the site. The intent was to determine the effectiveness of limiting the number of automobiles making conflicting maneuvers on either side of B Road at the Avocado Road intersection. Circulation concerns were noted at this intersection based on the volume of traffic on-site and across the street at the Publix plaza. The applicant will be prepared to present its findings from this temporary analysis at the Planning and Zoning Board meeting.



## ORDINANCE NO. 2024-10

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING THE TEXT OF ADOPTED COMPREHENSIVE PLAN, FUTURE LAND USE ELEMENT, SPECIAL POLICY 1.15.2, TO REVISE THE PERMITTED USES, ESTABLISH INTENSITY MEASUREMENTS FOR THE PROPOSED HOTEL USE, AND PERMIT A NON-RESIDENTIAL USE NORTH OF EAST CITRUS DRIVE; PROVIDING FOR TRANSMITTAL, CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the property owner for The Groves at Town Center Planned Unit Development, shown in Exhibit A – “Location Map”, submitted an application to amend Special Policy 1.15.2 of the adopted comprehensive plan; and

**WHEREAS**, Special Policy 1.15.2 applies to, and regulates, the Groves at Town Center Planned Unit Development subject property, as shown in Exhibit A; and

**WHEREAS**, Special Policy 1.15.2 specifically regulates the permitted uses and intensity of said uses; and

**WHEREAS**, concurrent applications within the Groves at Town Center were submitted to amend the approved conceptual master plan and to approve two site plans for a public park and hotel; and

**WHEREAS**, approval of the aforementioned applications require modification to Special Policy 1.15.2 as shown in Exhibit B; and

**WHEREAS**, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant to the authority vested in Chapters 163 and 166, Florida Statutes, is authorized and empowered to amend the adopted comprehensive plan; and

**WHEREAS**, the notice and hearing requirements for adoption of ordinances contained in the Florida Statutes and the Town’s Code of Ordinances have been satisfied; and

**WHEREAS**, the Planning and Zoning Board as the Local Planning Agency has conducted a public hearing of the proposed amendments on July 22, 2024 and recommended \_\_[approval/denial]\_\_; and

**WHEREAS**, the Town Council of the Town of Loxahatchee Groves has satisfied the applicable public hearing requirements for the proposed amendments; and

**WHEREAS**, the Town Council of Town of Loxahatchee Groves finds that the adoption of this ordinance amending Special Policy 1.15.2 of the adopted comprehensive plan is consistent with the vision for the Town Center development.

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

**Section 1.** The foregoing recitals are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

**Section 2.** The Town of Loxahatchee Groves hereby amends Special Policy 1.15.2 of the adopted comprehensive plan to read as shown in the attached and incorporated Exhibit B.

**Section 3. Transmittal.** The Town of Loxahatchee Groves hereby directs the Planning Department to transmit the proposed text amendment to the State of Florida and all required review agencies as required by Florida State Statutes.

**Section 4. Conflict.** All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

**Section 5. Severability.** If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

**Section 6. Effective Date.** The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or development dependent on this amendment may be issued or commence before it has become effective.

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

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 3 DAY OF SEPTEMBER, 2024.**

\_\_\_\_\_  
*Voted:*  
 Mayor Anita Kane, Seat 3

\_\_\_\_\_  
*Voted:*  
 Vice Mayor Margaret Herzog, Seat 5

\_\_\_\_\_  
*Voted:*  
 Councilmember Phillis Maniglia, Seat 1

\_\_\_\_\_  
*Voted:*  
 Councilmember Laura Danowski, Seat 2

\_\_\_\_\_  
*Voted:*  
 Councilmember Robert Shorr, Seat 4

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

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS 1 DAY OF OCTOBER, 2024.**

**TOWN OF LOXAHATCHEE GROVES,  
 FLORIDA**

ATTEST:

\_\_\_\_\_  
*Voted:*  
 Mayor Anita Kane, Seat 3

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

\_\_\_\_\_  
*Voted:*  
 Vice Mayor Margaret Herzog, Seat 5

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
*Voted:*  
 Councilmember Phillis Maniglia, Seat 1

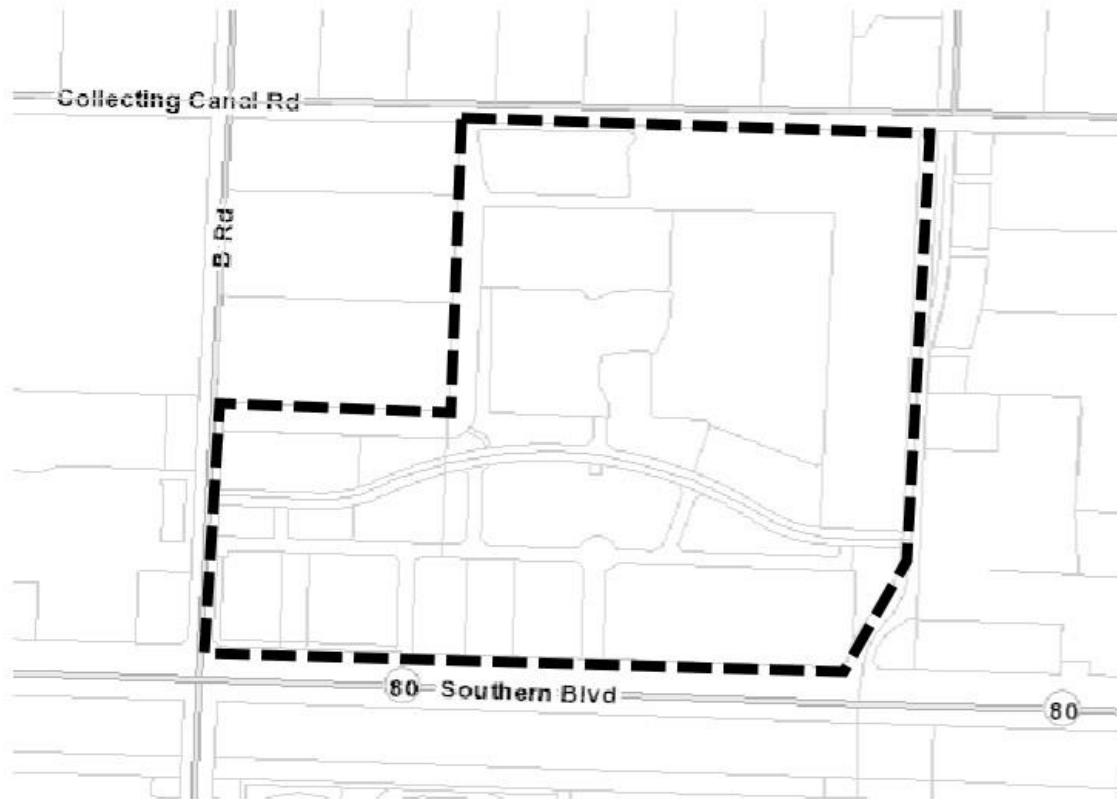
\_\_\_\_\_  
 Office of the Town Attorney

\_\_\_\_\_  
*Voted:*  
 Councilmember Laura Danowski, Seat 2

\_\_\_\_\_  
*Voted:*  
 Councilmember Robert Shorr, Seat 4

**Exhibit A to Ordinance 2024-10**

**Location Map**



## Exhibit B to Ordinance 2024-10

### Proposed Text Amendment

#### Proposed Text Amendment to Special Policy 1.15.2

Changes are in strikethrough and underline format.

#### 1.15.2 Special Policy:

- (1) Land Use and density/intensity of development on the property delineated as "Special Policy 1.15.2" on the Future Land Use Map, Map # FLU – 1.10, shall be regulated by the application of the Multiple Land Use (MLU) land use category, and the following criteria: Commercial Low (CL) – Maximum of 34.34 acres / 103,000 sq. ft. of retail commercial space and 95 lodging units; Commercial Low Office – Maximum of 16.0 acres / 44,000 sq. ft. of professional and medical office commercial space; and Institutional – Minimum of 40.0 acres / Maximum of 128 congregate living beds Public Park (Town Commons). Development intensity of lodging uses to be regulated by combination of number of rooms, building height, and lot coverage rather than FAR.
- (2) A 300 foot wide buffer shall be incorporated in the master plan along that portion of the MLU adjacent to the Collecting Canal.
- ~~(2)~~(3) For the property delineated as "Special Policy 1.15.2" on the Future Land Use Map, Commercial Low and Commercial Low Office uses are restricted to being located on Parcel 1 or Parcel 2 and Commercial Low and Commercial Low Office uses are prohibited on Parcel 3 as depicted on the Conceptual Master Plan dated October 12, 2023.

DATE: September 3, 2024  
TO: Town of Loxahatchee Groves, Town Council  
FROM: Complete Cities, Consultant Planner  
Subject: Recreational Vehicle (RV) Ordinance Update

### Background

The Town of Loxahatchee Groves began the process of updating its Recreational Vehicle (RV) regulations in the spring of 2023. A series of public workshops were held to collect feedback and information regarding resident's use of RVs, future needs, and permitting concerns. During that process, there was much concern for supporting the equestrian community. Temporary housing by way of RVs was expressed to be a critical component of the seasonal industry. Based on this input, the initial direction was to consider more lenient policies, perhaps considering annual RVs or increased allowances to support the need. However, through the public hearing process, residents expressed concern about the impacts to infrastructure, life safety, and community character, amongst others. Further, there did not seem to be the same resident support or need for expanded RV allowances during the hearing process. To the public, concerns largely outweighed the benefit of relaxed policies. Ultimately, a proposed ordinance was voted down in Fall 2023.

The Council has requested to revisit the RV policies to address reoccurring issues. It is well documented there are concerns with the application form itself. Further, code enforcement of the existing regulations has been a consistent challenge. The Council may consider a range of amendments, from simple modifications to the application process to reconsidering more impactful portions of the ordinance again, such as length of stay and number of vehicles.

### June 18, 2024 Workshop

At the June 2024 workshop meeting, the Council determined staff should revisit the RV ordinance and provided initial direction for revised regulations. Importantly, all RV regulations should be combined into one section, including those relating to both occupied and unoccupied RVs. The Council also agreed regulations should be easy to follow and enforceable. Concern was expressed regarding the enforceability of certain policies such as time limitations. Discussion included how to incorporate inspections, both initial and periodic to ensure correct hook ups and safety. Safety of residents and ensuring tenants are vetted was a repeated discussion topic. Fees and vehicle allowances were also discussed. Consensus regarding the RV allowances would revise existing policies. In sum, Council determined all properties should be able to store at least one RV on their property, regardless of property size. Parcels measuring 2 – 5 acres would be eligible for two (2) RVs and properties more than 5 acres would be eligible for three (3) RVs. There would be no distinction between stored and occupied vehicles.

Public comment included concern regarding the appearance of relaxing regulations and assurance of strong enforcement options. Overall, the public echoed the request to keep the regulations simple but enforceable. Some were concerned with the impact to community character while others were concerned with the impending equestrian community and having regulations in place for that time.

### July 2, 2024 Meeting

At the June 2024 workshop meeting, the Council reviewed and revised draft amendments to the RV ordinance. The Council determined the revised ordinance should be effective starting Fall 2024. The Council revised the RV allowances discussed at the June 18, 2024, meeting to distinguish between occupied and stored RVs, allowing properties with fewer than five (5) acres to store one (1) unoccupied RV, and allowing properties with more than five (5) acres to have two (2) RVs that can be occupied from April 1 to November 1. Caretakers' quarters on agricultural exempt properties could remain occupied year-round.

Council also had consensus to institute the following requirements:

- A permit requirement for occupied RVs
- An affidavit requirement for stored RVs
- A deposit made at the time of application
- Daily fines of \$1000 for violations
- "Grandfathered status" for properties approved in the 2017 Pilot Program, allowing a greater number of RVs for those properties. The provision was agreed upon to provide relief to property owners who would be affected by the reduction in the number of RVs allowed per property.

### First Reading of Ordinance 2024-07 – August 6, 2024

At the August 6, 2024 meeting, the Council approved the ordinance on first reading with the following revisions:

- A \$500 site inspection fee for non-agricultural properties, which fee would cover five years of site inspections.
- A \$100 site inspection fee for properties with a bona fide agricultural use, which fee would cover five years of site inspections.
- An annual application fee of \$100 (applicable when RVs will be placed on the property).
- Increasing the number of RVs allowed on properties larger than 10 acres to 4.
- Removal of the "grandfathering" provision.

### Budget Meeting – August 21, 2024

At the budget meeting on August 21, 2024, the Council had further discussion about the proposed ordinance. Specifically, the Town Council appeared to reach consensus on the following:

- Allowing one additional RV on properties with a bona fide agricultural use as follows:
  - Properties greater than 2.5 acres and fewer than 5.0 acres allowed to have 2 RVs.
  - Properties greater than 5.0 acres and 10 fewer than 10.0 acres allowed to have 3 RVs.

The Council discussed the following, but it was unclear if staff was directed to include it in the RV ordinance for second reading or to address it separately in an upcoming revision of Chapter 38 of the Town Code (Solid Waste):

- A requirement that properties that need more than 2 solid waste containers utilize a dumpster in lieu of additional containers.

Discussion Item – September 3, 2024

Staff has prepared a revised ordinance and draft permit form for discussion by council prior to bringing it back for second reading. Staff has revised the proposed ordinance to include the changes that were approved at first reading on August 6, 2024, and the changes for which there appeared to be consensus at the August 21, 2024, budget meeting. Finally, staff included language referring to the requirement to utilize a dumpster but would like to seek clarification from the council with respect to that issue.



## ORDINANCE NO. 2024-07

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, REPEALING SEC. 20-050 “RECREATIONAL VEHICLES” OF ARTICLE 20 – “RESIDENTIAL ZONING DISTRICTS”; AND ESTABLISHING ARTICLE 92 “RECREATIONAL VEHICLES” WITHIN PART III “SUPPLEMENTAL REGULATIONS” WITHIN THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant to the authority vested in Chapter 166, Florida Statutes, is authorized and empowered to adopt land development regulations within the Town; and

**WHEREAS**, the Town desires to amend and clarify its regulations relating to Recreational Vehicles (“RVs”) within its adopted Unified Land Development Code (“ULDC”); and

**WHEREAS**, the notice and hearing requirements for adoption of ordinances contained in the Florida Statutes and the Town’s Code of Ordinances have been satisfied; and

**WHEREAS**, the Town Council of the Town of Loxahatchee Groves has conducted a public hearing for the proposed amendments; and

**WHEREAS**, the Town Council of Town of Loxahatchee Groves finds that the adoption of this ordinance amending the ULDC to revise its regulations regarding Recreational Vehicles is consistent with the Town’s Comprehensive Plan, and in the best health and welfare interests of the Town, its property owners and residents.

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

**Section 1.** The foregoing recitals are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

**Section 2.** The Town of Loxahatchee Groves hereby repeals Section 20-050 “Recreational Vehicles” within Part II, Zoning Districts; and establishes Article 92 “Recreational Vehicles” within Part III Supplemental Regulations; its Unified Land Development Code to read as shown in the attached and incorporated Exhibit A.

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

**Section 4. Severability.** If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

**Section 5. Codification.** It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Unified Land Development

Code of the Town of Loxahatchee Groves, Florida, that the Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

**Section 6. Effective Date.** This Ordinance shall become effective October 1, 2024.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
MAYOR ANITA KANE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**PASSED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS \_\_ DAY OF \_\_\_\_, 20\_\_.**

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
MAYOR ANITA KANE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON SECOND READING, THIS \_\_ DAY OF \_\_\_\_, 20\_\_.**

**TOWN OF LOXAHATCHEE GROVES, FLORIDA**

ATTEST:

\_\_\_\_\_  
Valerie Oakes, Town Clerk

APPROVED AS TO LEGAL FORM:

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

\_\_\_\_\_  
Mayor Anita Kane

\_\_\_\_\_  
Vice Mayor Margaret Herzog

\_\_\_\_\_  
Councilmember Laura Danowski

\_\_\_\_\_  
Councilmember Phillis Maniglia

\_\_\_\_\_  
Councilmember Robert Shorr

## Exhibit A to Ordinance 2024-07

### **~~Section 20-050. Recreational vehicles.~~**

~~(A) For properties which have a permitted residential structure within the agricultural residential zoning district, recreational vehicles shall be allowed on a temporary basis for living and sleeping purposes, provided there are no adjudicated Town Code violations pending against the property and/or unresolved penalties associated therewith subject to the following conditions:~~

~~(1) A registration permit, (the fee for the registration permit shall be set by a resolution of the Town Council) which shall only be valid for a less than 180 days and shall be required for each recreational vehicle parking space on an annual basis and shall be placed on the recreational vehicle occupying parking space where it can be seen from the exterior of the recreational vehicle;~~

~~(2) No recreational vehicle shall be allowed on a parcel less than one acre. One recreational vehicle shall be allowed on a parcel consisting of one acre and less than two acres; a maximum of two recreational vehicles shall be allowed on a parcel consisting of two acres and less than ten acres; and, no more than four recreational vehicles shall be allowed on a parcel consisting of ten acres or more;~~

~~(3) The person or persons residing in the recreational vehicle must demonstrate a permanent residence in another location;~~

~~(4) The placement of the recreational vehicle must be setback from all property lines by at least 25 feet;~~

~~(5) The recreational vehicle shall be hooked up to or have access to appropriate electrical service, potable well and sanitary sewer facilities (bathroom and septic tank) that have been installed pursuant to permits issued by, or approved by, the health department and applicable building and zoning codes, where required; portable/ pump able septic tanks as well as the waste removal therefrom are permitted under this section subject to the requirements set forth hereinabove.~~

~~(6) Upon expiration of the registration permit the recreational vehicle shall not remain on property parked or stored and shall be removed from the property and any application for a new registration permit for that property may only occur after a minimum time period of six months has expired, unless the parking space was initially used for a period of less than six months, then a permit may be issued for the time period remaining on the initial six month time period;~~

~~(7) The parcel owner, where the recreational vehicle(s) site is located, shall be required to allow Town staff, or its agents, to inspect the recreational vehicle(s) in such a manner and time as determined by the Town Manager, upon at least 24 hours' notice.~~

~~(8) Recreational vehicles shall only be used for their designed and intended purpose as evidenced by the manufacturer's certification.~~

~~(9) A recreational vehicle that is not occupied must be owned or leased by the property owner or tenant of the property.~~

~~(10) 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.~~

~~(11) No recreational vehicle shall be kept in an abandoned, inoperable, junked, disabled, wrecked, discarded or otherwise unused condition.~~

~~(B) This section shall not apply to caretaker's quarters, groom's quarters and construction trailers.~~

~~(C) Any violation of this section may subject the property owner and/or recreational vehicle user to code enforcement action or any other legal action as determined by the Town.~~

~~(D) Requests for such a registration permit shall be submitted in writing to the Town Manager together with such fees, if any, as the Town requires and is set forth in the Town Code.~~

## **ARTICLE 92 – RECREATIONAL VEHICLES**

### **Section 92-005 – Purpose and Intent; Effective Date.**

The purpose of this article is to establish standards relating to recreational vehicles (RVs) consistent with State of Florida and federal law. The town recognizes the potential safety hazards and other negative impacts associated with the unregulated use of RVs. These standards are designed to allow the use and siting of RVs as set forth herein, while protecting the health, safety, and general welfare of the Town of Loxahatchee Groves. To the extent any provision of in this article conflicts with Florida law, federal law, or any other provision of the town code, the more restrictive provision shall prevail. The provisions of this article shall become effective on October 1, 2024.

### **Section 92-010 – Permit, Inspection, and Maintenance Requirements**

**(A) RV Site Permit and Affidavit Required.** All sites intended to be utilized by an occupied RV shall require an annual RV site permit. All sites storing one or more unoccupied RVs are required to submit an affidavit to the town. The affidavit shall confirm that each RV stored at the site meets the requirements of this article and is not occupied.

**(B) Application.** Applications for RV site permits shall include a location sketch showing the RV site with setbacks from all property lines and the location of available utility connections. Applicants are required to pay a site inspection fee, and a permit application fee as follows:

**1. Site inspection fee:**

- i. For sites that do not have a not bona fide agricultural use: \$500 per site, payable prior to initial inspection and thereafter every five years.
- ii. For sites that have a bona fide agricultural use: \$100 per site, payable prior to initial inspection and thereafter every five years.

**2. Permit application fee:** \$100 per permit application, payable initially and upon each subsequent renewal.

**(C) Permit Period.** RV site permits issued pursuant to this article shall be valid for 179 days from the date of issuance of the permit. Only one RV site permit may be issued per property within a 365-day period. A permit holder may not add an RV or exchange one RV for another at an approved site without first notifying the town.

**(D) Inspections Required.** After an application for RV site permit has been reviewed, and prior to permit issuance, the town shall inspect the proposed site. The site inspection shall address at a minimum proposed location, site design, availability of required utilities, and the plan for management of solid waste. All utility connections are subject to permitting by any pertinent agency and section 92-020(B).

**(E) Expiration.** Upon expiration of the site permit, RVs shall remain unoccupied until another permit is issued. Within ten (10) days of permit expiration, the permit holder shall submit an affidavit to the town confirming that all RVs on the property are unoccupied.

**(F) Maintenance.** All RVs shall be maintained in road-worthy condition at all times.

**(G) Enforcement.** It shall be unlawful to use or possess an RV in violation of this article. Each additional RV used or possessed in violation of this article shall constitute a separate violation. Each day a violation exists shall constitute a separate violation.

1. Violations of this article are subject to the enforcement procedures and penalties in chapter 162, Florida Statutes, and chapter 14 of the town code. In addition, violations may be subject to any other means of enforcement allowed by law.
2. In addition to any other penalty authorized by this section, the town may deny issuance or renewal of a permit after a finding of violation of this article.
3. The application fee for after-the-fact permits shall be four (4) times the amount of the application fee set forth in section 92-010(B).

### **Section 92-015 – Allowances**

**(A) General.** RVs may be permitted on conforming and legal non-conforming plots with an Agricultural Residential (AR) zoning designation in accordance with Table 1 below.

<b><u>Table 1: RV Allowances</u></b>	
<u>Properties required to provide a ROW dedication or an easement for the purposes of right-of-way or utilities along the street line may include these areas for purposes of minimum parcel size.</u>	
<b><u>Property Size</u></b>	<b><u>Maximum RV allowance</u></b>
<u>Fewer than 2.5 acres:</u>	<u>One (1) RV subject to the conditions below:</u>  <u>The RV shall be owned or leased by the property owner or tenant of the property.</u>  <u>The RV shall not be rented or otherwise occupied.</u>
<u>More than 2.5 acres and fewer than 5.0 acres (without bona fide agricultural use):</u>	<u>One (1) RV subject to the conditions below:</u>  <u>The RV shall be owned or leased by the property owner or tenant of the property.</u>  <u>The RV shall not be rented or otherwise occupied.</u>
<u>More than 2.5 acres and fewer than 5.0 acres (with bona fide agricultural use):</u>	<u>Two (2) RVs subject to the conditions below:</u>  <u>RVs may only be occupied when used as caretaker quarters, as defined in section 10-015, definitions. An RV used for caretaker quarters may be occupied year-round subject to FEMA regulations when located in a Special Flood Hazard Area, and any applicable local and state building regulations.</u>

More than 5.0 acres and fewer than 10.0 acres (without bona fide agricultural use):	<p>Two (2) RVs subject to the conditions below:</p> <p>RVs may only be occupied and/or rented when the property upon which the RV is located is homesteaded.</p> <p>RVs, including grooms' quarters, may only be occupied for the 179-day duration of a valid RV site permit.</p>
More than 5.0 acres and fewer than 10.0 acres (with bona fide agricultural use):	<p>Three (3) RVs subject to the conditions below:</p> <p>RVs, including grooms' quarters, may only be occupied for the 179-day duration of a valid RV site permit, except when used as caretaker quarters, as defined in section 10-015, definitions.</p> <p>When utilized for caretaker purposes, an RV may be occupied year-round subject to FEMA regulations when located in a Special Flood Hazard Area, and any applicable local and state building regulations.</p>
10.0 acres or more	<p>Four (4) RVs subject to the conditions below:</p> <p>RVs may only be occupied and/or rented when the property upon which the RV is located is homesteaded or utilized for bona fide agricultural purposes.</p> <p>RVs, including grooms' quarters, may only be occupied for the 179-day duration of a valid RV site permit, except when used as caretaker quarters, as defined in section 10-015, definitions.</p> <p>When utilized for caretaker purposes, an RV may be occupied year-round subject to FEMA regulations when located in a Special Flood Hazard Area, and any applicable local and state building regulations.</p>

**(B) Vehicle Use.** RVs shall only be used for their designed and intended purpose as evidenced by the manufacturer's certification. RVs shall not be used for storage or any other non-residential uses for which it was not designed and manufactured as evidenced by the manufacturer's certification.

**(C) Occupancy Limits.** RV occupancy shall not exceed the maximum number of occupants prescribed by the manufacturer.

## **Section 92-020 - RV Site and Utility Requirements**

**(A) Location.** No RV shall be located within any required yard or setback as established by the AR zoning district, nor any easement or right-of-way.

**(B) Utility Connections.** An occupied RV 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, or approved by, the health department and applicable building and zoning codes, where required; portable/ pump-able septic tanks as well as the waste removal therefrom are permitted under this section. A determination of appropriateness shall be made at the time of inspection regarding the size and capacity of on-site wells and septic tanks to meet demands generated by permitted RVs.

1. Electrical hook up must be separate for each RV. Each electrical hook up must be permitted through and inspected by the town's building department. No electrical extension cords shall be utilized. Use of extension cords will render the permit invalid.
2. Water hook ups may be a single source with separate hook up at each RV parking spot. Backflow protection devices shall be installed prior to use.
3. Septic hook up must be permitted and inspected by the Florida Department of Health. A copy of the approved permit is required as part of this application. Portable/ pump-able septic tanks as well as the waste removal therefrom are permitted under this section subject to the requirements set forth hereinabove.

**(C) Solid Waste Disposal.** The permit holder shall be required to ensure solid waste generated by an occupied RV is disposed of in a manner that keeps the property free and clear of trash and debris. Trash generated by occupied RVs shall be collected by the town's franchise waste hauler as residential or commercial collection. If, after inspection of the property, town staff determines that solid waste cannot safely be contained within two standard trash containers, the property owner shall install a dumpster at the site.





# TOWN OF LOXAHATCHEE GROVES

Item 16.

## RECREATIONAL VEHICLE PROGRAM APPLICATION

### PROPERTY OWNER INFORMATION

PROPERTY OWNER NAME \_\_\_\_\_

PROPERTY ADDRESS \_\_\_\_\_

PCN \_\_\_\_\_ PARCEL SIZE (ACRES) \_\_\_\_\_

ZONING \_\_\_\_\_ USE CODE \_\_\_\_\_

#### OWNER CONTACT INFORMATION:

PRIMARY PHONE \_\_\_\_\_ CELL PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

#### 24 HOUR CONTACT INFORMATION (*ON-SITE RESIDENT*) :

PRIMARY PHONE \_\_\_\_\_ CELL PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_





# TOWN OF LOXAHATCHEE GROVES

Item 16.

## RECREATIONAL VEHICLE PROGRAM APPLICATION

### INSPECTION REPORT

Evidence of hook-ups indicated by inspector initials and date below:

<u>INSPECTION</u>	<u>INSPECTION DATE</u>	<u>INSPECTOR INITIALS</u>	<u>NOTES</u>
ELECTRICAL			
WATER			
SEPTIC			
GROUND COVER (OPTIONAL)			
SOLID WASTE DISPOSAL PLAN			

Other Observations: \_\_\_\_\_

\_\_\_\_\_

Building Official Approval

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name



# TOWN OF LOXAHATCHEE GROVES

Item 16.

## RECREATIONAL VEHICLE PROGRAM APPLICATION

**Hold Harmless Clause:** Property Owner shall hold harmless the Town of Loxahatchee Groves, its elected and appointed officials, its employees and agents, from and against any and all claims, actions, and judgments, made by any person, corporation, firm, or entity for any loss, claim or damage, including without limitation, arising from a claim of personal injury or property damage for any act or omission arising out of the use of the property under this Recreational Vehicle Parking Program, located at:

Loxahatchee Groves, FL 33470,

Print Property Address

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE. FURTHER, I/WE UNDERSTAND THAT THIS APPLICATION BECOMES PART OF THE OFFICIAL RECORD OF THE TOWN OF LOXAHATCHEE GROVES. I UNDERSTAND THAT ANY KNOWINGLY FALSE INFORMATION GIVEN WILL RESULT IN ENFORCEMENT ACTIONS BY THE TOWN.

\_\_\_\_\_  
Signature of Property Owner

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_(name of person making statement),  
who \_\_\_\_ is personally known to me or \_\_\_\_ has produced \_\_\_\_\_  
as identification.

\_\_\_\_\_  
Signature of Notary Public

(Seal)

Print, Type/Stamp Name of Notary

.....  
For Official Use Only:

PERMIT #: \_\_\_\_\_

PERMIT APPROVED BY: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ PERMIT

DATE ISSUED: \_\_\_\_\_

REQUIRED REMOVAL DATE: \_\_\_\_\_

ACTUAL REMOVAL DATE (TBD): \_\_\_\_\_ (If prior to required date, owner must notify town)



# **TOWN OF LOXAHATCHEE GROVES**

Item 16.

## **RECREATIONAL VEHICLE PROGRAM APPLICATION**

### **ATTACHMENT A – SKETCHED VEHICLE PARKING LAYOUT**

**(Show and number all RV spaces, storage and/or rental, as well as Groom's Quarters or Caretakers Quarters, on property)**



# **TOWN OF LOXAHATCHEE GROVES**

Item 16.

## **RECREATIONAL VEHICLE PROGRAM APPLICATION**

### **ATTACHMENT B – APPROVED SEPTIC VENDOR CONTRACT**

# TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



## AGENDA MEMO

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

**FROM:** Town Manager's Office

**DATE:** August 6, 2024

**SUBJECT:** Consideration of *Ordinance No. 2024-08* – Amending Section 2-87 of the Code and Section 120-020 of the ULDC regarding Ex Parte Communications

---

### Background:

The proposed Ordinance No. 2024-08, is to amend the Unified Land Development Code to provide procedures for the holding and disclosure of ex-parte communications during quasi-judicial hearings and to remove any presumption of prejudice from such communications. The proposed Ordinance includes an amendment to the Code of Ordinances for consistency. The proposed amendments are consistent with Section 286.0115, Florida Statutes.

This ordinance aims to ensure transparency and fairness in quasi-judicial proceedings by establishing clear guidelines for the disclosure of ex-parte communications. It seeks to remove any presumption of prejudice that might arise from such communications, thereby maintaining the integrity of the decision-making process.

### Key Provisions:

- Ex-parte communications are generally prohibited but board members may participate in them if they comply with the provisions outlined in this ordinance.
- Board members must disclose on the record any ex-parte communications, site visits, expert opinions, and personal investigations before any final action on the matter.
- Disclosures must include the substance of the communication, the identity of the person or entity involved, and any written communication must be included in the record.
- Board members must also state whether they can remain impartial despite the ex-parte communication.

- The disclosure process ensures that individuals with opposing views to those expressed in the ex-parte communications have an opportunity to respond or refute the communication.
- Pursuant to Florida Statutes Section 286.0115(1), the established disclosure process removes any presumption of prejudice from ex-parte communications.

**Recommendation:**

Motion to approve ***Ordinance No. 2024-08*** on First Reading.



## ORDINANCE NO. 2024-08

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE III “OFFICERS AND EMPLOYEES”, DIVISION 2 “CODE OF ETHICS”, SECTION 2-87 “STANDARDS OF CONDUCT”, PARAGRAPH (10) OF THE CODE OF ORDINANCES AND PART V “DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS”, ARTICLE 120 “QUASI-JUDICIAL HEARINGS”, SECTION 120-020 “EX-PARTE COMMUNICATIONS” OF THE UNIFIED LAND DEVELOPMENT CODE OF THE TOWN OF LOXAHATCHEE GROVES TO PROVIDE FOR PROCEDURES REGARDING HOLDING AND DISCLOSURE OF EX-PARTE COMMUNICATIONS AND REMOVING ANY PRESUMPTION OF PREJUDICE; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant to the authority vested in Chapter 166, Florida Statutes, is authorized and empowered to adopt land development regulations within the Town; and

**WHEREAS**, Section 286.0115, Florida Statutes, authorizes the Town to adopt an ordinance removing the presumption of prejudice from ex-parte communications by establishing a process for disclosure; and,

**WHEREAS**, the Town wishes to adopt procedures regarding holding and disclosure of ex-parte communications to remove any presumption of prejudice, in accordance with Section 286.0115, Florida Statutes; and

**WHEREAS**, the notice and hearing requirements for adoption of ordinances contained in the Florida Statutes and the Town’s Code of Ordinances have been satisfied; and

**WHEREAS**, the Town Council of the Town of Loxahatchee Groves has conducted a public hearing for the amendment of Article 120 “Quasi-Judicial Hearings”, Section 120-020 “Ex-parte communications” of its adopted Unified Land Development Code to procedures for holding and disclosure of ex-parte communications to remove any presumption of prejudice; and

**WHEREAS**, the Town Council finds it is in the best interest of the Town to adopt this Ordinance and that said Ordinance serves a public purpose.

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

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

**Section 2.** The Town Council for the Town of Loxahatchee Groves hereby amends Chapter 2 "Administration", Article III "Officers and Employees", Division 2 "Code of Ethics", Section 2-87 "Standards of conduct", paragraph (10) as follows (deletions shown in ~~striketrough~~ and additions shown in underline):

(10) Reserved. ~~Notwithstanding the provisions of F.S. § 286.0115 and in full recognition of the provisions thereof, an elected public officer shall not have any contact with, in any form, nor engage in communication or discussion with applicants, petitioners, or their agents or representatives seeking action or other relief from the town council on matters related to a pending application or other petition. If there is no application pending, the public officer has the discretion to decide whether or not to contact or engage in communication or discussion with the applicant or petitioner or their representatives concerning a matter for which an application or petition may be submitted.~~

**Section 3.** The Town Council for the Town of Loxahatchee Groves hereby amends Part V "Development Review Procedures and Requirements", Article 120 "Quasi-Judicial Procedures", Section 120-020 "Ex-parte communications" of the Unified Land Development Code as follows (deletions shown in ~~striketrough~~ and additions shown in underline):

#### **Sec. 120-020. – Ex-parte communications.**

~~Ex-parte communications shall be prohibited and may provide a basis to deny an application.~~

(A) Board members may participate in ex-parte communications, subject to compliance with the provisions of this section. It is preferred and encouraged that all ex-parte communications take place at Town Hall.

(B) Board members shall disclose on the record any ex-parte communications, site visits, expert opinions, and personal investigations. Such disclosures shall be made on the record of the proceedings for the pending quasi-judicial matter prior to any final action on the matter, as follows:

(1) The substance of any ex-parte communication shall be disclosed including the subject of the communication and the identity of the person, group, or entity with whom the communication took place.

(2) Any written communication shall be made part of the record.

(3) Any site visit, personal investigation or expert opinions received shall be disclosed and made part of the record.

(C) In making such disclosure, board members shall also state on the record whether despite such ex-parte communication he/she is still able to serve as an impartial hearing officer and make decisions solely based on the facts on the record of the proceeding.

(D) Such disclosures ensure persons who have opinions contrary to those expressed in the ex-parte communication are afforded a reasonable opportunity to refute or respond to the

communication.

(E) Pursuant to F.S. §286.0115(1), the foregoing process removes the presumption of prejudice from such ex-parte communications.

**Section 4: Conflicts.** All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

**Section 5: Severability.** If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by the Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

**Section 6: Codification.** It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, and that the Sections of this ordinance may be re-numbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

**Section 7: Effective Date.** This ordinance shall take effect immediately upon adoption.

Councilmember \_\_\_\_\_ offered the foregoing ordinance on first reading.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2024.**

Councilmember \_\_\_\_\_ offered the foregoing ordinance on second reading.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2024.**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

\_\_\_\_\_  
Mayor Anita Kane

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

\_\_\_\_\_  
Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Councilmember Robert Shorr

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

\_\_\_\_\_  
Councilmember Phillis Maniglia

\_\_\_\_\_  
Councilmember Laura Danowski

**TOWN OF LOXAHATCHEE GROVES**

155 F Road Loxahatchee Groves, FL 33470

**AGENDA MEMO**

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

**FROM:** Office of the Town Attorney

**VIA:** Francine Ramaglia, Town Manager

**DATE:** September 3, 2024

**SUBJECT:** Approval of *Ordinance No. 2024-12* on First Reading – Regarding Qualifying Dates

---

**Background:**

Subsection 166.021(4), Florida Statutes, and subsection 100.3605(2), Florida Statutes, allow a municipality to change the dates for qualifying and the dates for the election of members of a governing body by ordinance. Election qualifying periods are based on the dates of the election and direction from the Palm Beach County Supervisor of Elections. To meet these timeframes, the election qualifying periods are during hurricane season. From time to time the qualifying periods need to be extended due to storm occurrences that require Town Hall be closed. The proposed Ordinance establishes the election qualifying period for the Town's municipal elections and authorizes the extension thereof in the event of a declared emergency.

**Recommendation:**

Move that Town Council approve *Ordinance No. 2024-12* regarding election qualifying dates on first reading.

**ORDINANCE NO. 2024-12**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE II “TOWN COUNCIL” BY ADDING A NEW SECTION 2-20 “ELECTION QUALIFYING” OF THE LOXAHATCHEE GROVES CODE PROVIDING FOR THE CANDIDATE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.**

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

**WHEREAS**, in accordance with section 7 of the Town Charter, the Town’s general elections are held on the second Tuesday in March of each calendar year; and

**WHEREAS**, the Palm Beach County Supervisor of Elections (the “Supervisor”) has provided notice to all Palm Beach County municipalities whose elections are scheduled in March, that they will be required to move their candidate qualifying periods so that all municipal candidate names may be provided to the Supervisor on or before 95 days prior to the municipal election date; and

**WHEREAS**, following the timing required by the Supervisor, the time frame for qualifying is during Florida’s hurricane season; and

**WHEREAS**, during a declared emergency for a storm event, such as a hurricane, the Town offices close and the Town would not be able to accept qualifying documentation from candidates; and

**WHEREAS**, subsection 166.021(4), Florida Statutes, and subsection 100.3605(2), Florida Statutes, allow a municipality to change the dates for qualifying and the dates for the election of members of a governing body by ordinance; and

**WHEREAS**, the Town Council wishes to adopt an ordinance setting the Town’s candidate qualifying period for municipal elections and providing for extension of the qualifying period during declared emergencies; and

**WHEREAS**, the Town Council has determined that this Ordinance is in the best interest of the Town of Loxahatchee Groves and serves a valid public purpose.

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

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

**Section 2:** Chapter 2 “Administration”, Article II “Town Council” is hereby amended by adding thereto a new Section 2-20 “Election Qualifying” to read as follows:

**Sec. 2-20. – Election qualifying.**

- A. Any resident of the town who wishes to become a candidate for a council member seat shall qualify with the town clerk no sooner than noon on the second Tuesday of November, no later than noon on the third Tuesday in November, of the year preceding the calendar year in which the election is to be held.
- B. In the event of a declared emergency during the qualifying period, the town clerk shall extend the qualifying period for the same number of business days that town hall was closed for the declared emergency during the qualifying period.
- C. The names of all candidates shall be received by the supervisor of elections of the county from the town clerk by 5:00 p.m. on the first Monday after the close of qualifying or no later than 5:00 p.m. on the 95th day before the municipal election date.

**Section 3:** **Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 4. Repeal of Laws in Conflict.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 5. Codification.** The sections of the ordinance may be made a part of the Town's Charter and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "division", or any other appropriate word.

**Section 6. Effective Date.** This Ordinance shall be effective immediately upon approval by the electors of the referendum to be held \_\_\_\_\_ removing the qualifying period from the Town Charter.

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

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 3 DAY OF SEPTEMBER, 2024.**

\_\_\_\_\_  
Voted:  
Mayor Anita Kane, Seat 3

\_\_\_\_\_  
Voted:  
Vice Mayor Margaret Herzog, Seat 5

\_\_\_\_\_  
Voted:  
Councilmember Phillis Maniglia, Seat 1

\_\_\_\_\_  
Voted:  
Councilmember Laura Danowski, Seat 2

\_\_\_\_\_  
Voted:  
Councilmember Robert Shorr, Seat 4



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

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS 1 DAY OF OCTOBER, 2024.**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

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

APPROVED AS TO LEGAL FORM:

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

\_\_\_\_\_  
*Voted:*  
Mayor Anita Kane, Seat 3

\_\_\_\_\_  
*Voted:*  
Vice Mayor Margaret Herzog, Seat 5

\_\_\_\_\_  
*Voted:*  
Councilmember Phillis Maniglia, Seat 1

\_\_\_\_\_  
*Voted:*  
Councilmember Laura Danowski, Seat 2

\_\_\_\_\_  
*Voted:*  
Councilmember Robert Shorr, Seat 4

**TOWN OF LOXAHATCHEE GROVES**

155 F Road Loxahatchee Groves, FL 33470

**AGENDA MEMO**

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

**FROM:** Office of the Town Attorney

**VIA:** Francine Ramaglia, Town Manager

**DATE:** September 3, 2024

**SUBJECT:** Approval of *Ordinance No. 2024-13* on First Reading – Regarding Referendum to Amend the Canvassing Board in the Town Charter

---

**Background:**

In 2021, the Palm Beach County Supervisor of Elections (“Supervisor”) notified the Town that the Supervisor will no longer participate as a member of the Canvassing Board for each municipality. The Town, through referendum, amended its Charter to provide that the Supervisor would determine the composition of the Town canvassing board and designate the Supervisor as the official Supervisor of the uniform municipal elections for the Town. The Supervisor has since clarified that the Town Clerk should continue to be the supervisor of the Town’s elections, including publishing notices, as appropriate, and being responsible for qualifying. The Supervisor has requested that the Town designate the Palm Beach County Canvassing Board to serve as the Town’s canvassing board during Uniform Municipal Elections. This request is consistent with the opinion of the State of Florida Division of Elections that where a city and county election appear on the same ballot, the county canvassing board is the only appropriate canvassing and certifying authority.

**Recommendation:**

Move that Town Council approve *Ordinance No. 2024-13* regarding referendum to amend the canvassing board in the Town Charter on first reading.

**ORDINANCE NO. 2024-13**

**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 11, 2025 AS TO WHETHER THE TOWN OF LOXAHATCHEE GROVES CHARTER SHALL BE AMENDED IN THE FOLLOWING RESPECT: AMEND PARAGRAPH (5) OF SECTION 7 “ELECTIONS” OF THE CHARTER FOR THE PALM BEACH COUNTY CANVASSING BOARD TO BE THE TOWN CANVASSING BOARD FOR ALL UNIFORM MUNICIPAL ELECTIONS FOR THE TOWN; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; AND PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.**

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

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

**WHEREAS**, the Town’s Charter at subparagraph (5) “Town canvassing board” of section 7 “Elections,” provides in pertinent part that “The town canvassing board shall be composed as determined by the Palm Beach County Supervisor of Elections, who is designated as the official Supervisor of each Uniform Municipal Election for the Town...”; and

**WHEREAS**, the State of Florida Division of Elections has opined that where a city and county election appear on the same ballot, the county canvassing board is the only appropriate canvassing and certifying authority; and

**WHEREAS**, the Palm Beach County Supervisor of Elections has requested that the Town designate the Palm Beach County Canvassing Board to serve as the Town’s canvassing board during Uniform Municipal Elections, and the Town Council finds that such designation will

provide for more efficient and cost-effective Town elections and will be in the best interest of the Town and its residents; and

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

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

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

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

**Section 2.**     **Referendum ordered; charter amendment.** That a referendum is hereby ordered to be held in the Town on the 11th day of March 2025, to determine whether or not the Town of Loxahatchee Groves Charter shall be amended at Paragraph (5) of Section 7. – Elections to read as follows:

(5) *Town canvassing board.* The Palm Beach County canvassing board shall be the town canvassing board ~~for all shall be composed as determined by the Palm Beach County Supervisor of Elections, who is designated as the official Supervisor of each Uniform Municipal Elections~~ for the Town. The ~~C~~canvassing ~~B~~board shall canvass ~~the~~ each election consistent with the requirements of Florida law and consistent with and pursuant to any agreement between the Town and the Palm Beach County Supervisor of Elections. The canvassing board shall certify the results of the election upon receipt of the certification from the Supervisor of Elections.

**Section 3.**     **Ballot title.** The ballot title for this referendum, which the proposed Charter amendment is to be commonly referred to as, shall be “Canvassing Board for Elections”.

**Section 4.**     **Ballot summary.** The form of the ballot for the Charter amendment provided for herein shall be as follows:

### CANVASSING BOARD FOR ELECTIONS

At the request of the Palm Beach County Supervisor of Elections and for more efficient and cost-effective elections, shall the Town of Loxahatchee Groves amend its Charter at Paragraph (5) of Section 7 to provide that the Palm Beach County Canvassing Board shall serve as the Town's canvassing board during Uniform Municipal Elections?

Shall the above described amendment be adopted?

Yes [ ]

No [ ]

**Section 5. Conduct of Referendum.** The Palm Beach County Supervisor of Elections shall determine the polling locations for such election, and all qualified electors of the Town of Loxahatchee Groves, Florida, who vote in the referendum shall vote at those designated polling places. The polls shall be opened on the date of the referendum from 7:00 a.m. to 7:00 p.m. on the same day.

**Section 6. Notice and advertising of the Referendum.** The Town Clerk shall prepare and give notice of the proposed Charter amendment by causing appropriate notice to be published in accordance with the provisions of Section 100.342, Florida Statutes, which provides for at least one publication each week during the third and fifth weeks preceding the week in which the referendum to consider the proposed Charter amendment is to be held. The publications shall be placed in a newspaper of general circulation within the Town. The Town Clerk shall secure from the publisher of the newspaper, an appropriate affidavit of proof that the statutorily required referendum notices have been duly published, as herein set forth and these two affidavits shall be part of the record of the Town Council.

**Section 7. Canvassing.** The election returns of the referendum shall be canvassed in the manner provided by law, and the returns shall be certified to the Town Council, which shall declare the result thereof. The result of the referendum shall be recorded in the minutes of the Town Council in the manner prescribed by law.

**Section 8. Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid

or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 9. Repeal of Laws in Conflict.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 10. Codification.** It is the intention of the Town Council of the Town of Loxahatchee Groves that the amendment set forth in Section 2 of this Ordinance shall become and be made part of the Charter of the Town of Loxahatchee Groves, Florida.

**Section 11. Effective Date.** This Ordinance shall be effective immediately upon adoption at second reading. The amendment of the Charter as set forth in Section 2 of this Ordinance shall be effective upon approval by the electorate of the Town at the election on March 11, 2025.

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

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 3 DAY OF SEPTEMBER, 2024.**

\_\_\_\_\_  
Voted:  
Mayor Anita Kane, Seat 3

\_\_\_\_\_  
Voted:  
Vice Mayor Margaret Herzog, Seat 5

\_\_\_\_\_  
Voted:  
Councilmember Phillis Maniglia, Seat 1

\_\_\_\_\_  
Voted:  
Councilmember Laura Danowski, Seat 2

\_\_\_\_\_  
Voted:  
Councilmember Robert Shorr, Seat 4

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

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS 1 DAY OF OCTOBER, 2024.**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

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

APPROVED AS TO LEGAL FORM:

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

\_\_\_\_\_  
*Voted:*  
Mayor Anita Kane, Seat 3

\_\_\_\_\_  
*Voted:*  
Vice Mayor Margaret Herzog, Seat 5

\_\_\_\_\_  
*Voted:*  
Councilmember Phillis Maniglia, Seat 1

\_\_\_\_\_  
*Voted:*  
Councilmember Laura Danowski, Seat 2

\_\_\_\_\_  
*Voted:*  
Councilmember Robert Shorr, Seat 4

## TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



### AGENDA MEMO

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

**FROM:** Office of the Town Attorney

**DATE:** September 3, 2024

**SUBJECT:** Discussion Item: Citation Ordinance

---

**Background:** At its regular meeting on August 6, 2024, the Town Council directed staff to draft a proposed ordinance authorizing the issuance of citations as an alternative form of code enforcement. The proposed ordinance is presented for discussion. Staff will proceed as directed.

#### *Procedure*

The proposed ordinance authorizes code officers to issue a warning for violations of the Town Code. The warning establishes a compliance date of no more than 30 days from the date of issuance. Upon a finding of good cause for an extension, a code inspector may extend the deadline for compliance, up to 90 days from the date of issuance of the warning. If the violation remains uncorrected after the applicable deadline has passed, the code inspector may issue a citation to the violator.

Where the violation is irreparable/irreversible, poses a serious risk of harm to the public, or occurs on Town property or within a Town right-of-way, a warning is not required.

As currently drafted, warnings and citations may be served by hand delivery, by certified mail, or by posting in accordance with the notice procedures in section 162.12, Florida Statutes.

Once a citation has been served, the violator must either pay the fine or request a hearing before a special magistrate appointed by the Town. The special magistrate's ruling may be appealed to the Circuit Court.

#### *Fines*

Once a fine is paid, it is deemed to be conclusive proof of the violation for the purpose of establishing a repeat violation. If a fine is unpaid and the citation is not timely appealed, this is also deemed to be conclusive proof of the violation for the purpose of establishing a repeat violation. Unpaid fines may become liens.



The proposed ordinance caps fines at \$500 per citation and provides for a schedule of fines and violations to be established and revised by resolution of the Town Council.

Staff requests direction from the Town Council regarding the proposed ordinance and regarding the schedule of violations and fines. In establishing applicable fines, the Town Council may establish higher fines for repeat offenses. A sample fine schedule from the Village of Wellington is attached.

**Recommendation:** Discussion by the Town Council, if desired, and direction to staff.

## ORDINANCE NO. 2024-\_\_

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING CHAPTER 14 “CODE ENFORCEMENT”, BY ADOPTING ARTICLE I “IN GENERAL” TO INCLUDE EXISTING SECTIONS 14-1 THROUGH 14-4; ADOPTING ARTICLE II “CIVIL CITATION PROCEDURES” TO PROVIDE CITATION PROCEDURES AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Loxahatchee Groves wishes to adopt an ordinance to allow for the issuance of code enforcement citations for appropriate violations of the Code of Ordinances; and,

**WHEREAS**, in accordance with Section 166.041, Florida Statutes, the Town prepared a business impact estimate prior to final consideration of this ordinance and posted said estimate on the Town’s website no later than the date the notice of proposed adoption of the ordinance was published pursuant to subsection 166.041(3)(a), Florida Statutes (i.e., at least ten (10) days prior to the adoption of the ordinance); and

**WHEREAS**, the Town Council finds the adoption of the Ordinance serves a public purpose and is in the best interest of the Town.

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

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

**Section 2.** The Town Council for the Town of Loxahatchee Groves hereby amends Chapter 14 “Code Enforcement” by adopting Article I “In General” to include existing sections 14-1, 14-2, 14-3, and 14-4 and to adopt Article II “Civil Citation Procedures” as follows:

### **Chapter 14 – CODE ENFORCEMENT**

#### **ARTICLE I. – IN GENERAL**

\* \* \*

**Secs. 14-5 – 14-14. – Reserved.**

#### **ARTICLE II. – CIVIL CITATION PROCEDURES**

**Sec. 14-15. – Generally.**

(a) Authority. This article is adopted pursuant to F.S. §§ 162.03(2), 162.13, and 162.22, as an alternative method for enforcing the Code and is enacted to promote, protect, and improve the health, safety, and welfare of residents and visitors of the town.

(b) Special magistrate. This article authorizes the appointment of one (1) or more special magistrates with authority to hear appeals of civil citations issued pursuant to this article and to provide an equitable, expeditious, and inexpensive method of enforcing any codes and ordinances of the town. The special magistrate shall have the power to:

- (1) Adopt rules for the conduct of hearings not in conflict with this article;
- (2) Subpoena alleged violators and witnesses to special magistrate hearings.  
Subpoenas may be served by the town's law enforcement agency;
- (3) Subpoena evidence to special magistrate hearings;
- (4) Take testimony under oath; and
- (5) Issue orders having the full force of law to command whatever steps are necessary to bring a violation into compliance.

(c) Definitions.

1. When not inconsistent with the intent and purpose of this article, the definitions that apply in section 14-1 of this Code shall apply herein.
2. A "code compliance officer" or "code inspector" means any designated employee or agent of the town whose duty it is to enforce the codes and ordinances enacted by the town. The town may designate appropriate town employees and agents as code inspectors including, but not be limited to, code compliance employees, building department employees, and law enforcement officers.
3. "Person" includes individuals, firms, associations, partnerships, estates, trusts, fiduciaries, corporations, and all other groups or combinations.

(d) Schedule or violations and fines; costs. The maximum fine for a violation enforced pursuant to this article shall be five hundred dollars (\$500.00). A schedule of fines

and violations shall be established and amended from time to time by resolution of the town council. Costs incurred by the town in the successful prosecution of a citation may be assessed by the special magistrate in his or her order.

(e) *Separate violations.* Each day on which a violation exists is a separate violation.

**Sec. 14-16. – Citation procedure.**

(a) *Issuance.* Before issuing a citation to a person who has committed a violation of a code or ordinance, a code inspector shall issue a written warning. The warning shall specify a reasonable time, not to exceed thirty (30) days from the date of issuance of the warning, within which the person must correct the violation. If the violation is not corrected within the deadline provided in the warning, the code inspector may issue a citation to the person.

(b) *Circumstances in which warning not required.* A code inspector is not required to provide a warning and may immediately issue a citation if a repeat violation is found, or if the code inspector has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, or if the violation is irreparable or irreversible. Further, a code inspector may immediately issue a citation for a violation that occurs on a town right-of-way or on town property.

(c) *Extension.* A code inspector may, in his or her discretion and upon a finding of good cause, administratively extend the deadline for corrective action set forth in a warning. The total of any extension(s) granted pursuant to this subsection shall not exceed ninety (90) days from the date of issuance of the warning. A code inspector is not required to provide any extension of time where the violation presents a serious threat to the public health, safety, or welfare.

(d) *Notice.* Warnings and citations shall be served in the manner prescribed by F.S. § 162.12.

(e) *Citation form.* A citation issued pursuant to this article shall include the following information:

(1) The date and time of issuance.

(2) The name and address of the person to whom the citation is issued.

- (3) The date, time, and location where the violation occurred.
- (4) A general statement of the facts supporting reasonable cause.
- (5) The number or section of the ordinance or code violated.
- (6) The name and title of the code inspector.
- (7) The procedure for the person to follow to pay the fine or appeal the citation.
- (8) The amount of the potential fine and administrative costs if the person appeals.
- (9) The amount of the fine if the person pays the citation and does not appeal.
- (10) A statement that if the person fails to pay the fine or appeal the citation within the time allowed, or if the person appeals the citation but fails to appear before the special magistrate, he or she shall be deemed to have waived the right to contest the citation and an order may be entered against the person for an amount up to the maximum fine plus administrative costs, if applicable. Such order may be entered by the special magistrate without a hearing.

If the citation fails to include any of the information set forth above or includes inaccurate information, the town may issue a corrected citation to the person by regular mail to the address provided to the town.

- (f) *Compliance; appeal.* To comply with a citation, a person shall pay the fine or appeal the citation to the special magistrate within the respective timeline provided in the citation.
- (g) *Repeat violation.* Once a fine is paid, it is deemed to be conclusive proof of the violation for the purpose of establishing a repeat violation under this article. If a fine is unpaid and the citation is not appealed within the time provided for in the citation, it is also deemed to be conclusive proof of the violation for the purpose of establishing a repeat violation under this article.

**Sec. 14-17. – Appeal of citation.**

- (a) Appeal procedure. If the person wishes to appeal the citation, he or she shall deliver a written request for a hearing to the town's code compliance division on or before the time provided in the citation. The request shall include the person's name, citation number, code section/ordinance number allegedly violated, date of issuance, and the person's current telephone number and mailing address. The town will schedule a hearing before the special magistrate and will send the notice of hearing to the person by regular mail at the mailing address included in the request for the appeal.
- (b) Waiver of appeal rights. If the person fails to pay the fine or appeal the citation within the times allowed, he or she shall be deemed to have waived the right to appeal the citation, and the special magistrate may automatically enter an order for the amount of the fine without the need for a hearing. If the person appeals the citation but fails to appear before the special magistrate, he or she shall be deemed to have waived the right to further appeal the citation. The appeal hearing may proceed without the person present, and the special magistrate may enter an order for the amount of the fine and administrative costs.
- (c) Hearing.
- (1) Procedure. All testimony at the special magistrate hearing shall be under oath and shall be recorded. The special magistrate shall take testimony from the code inspector and the alleged violator, and may take testimony from any other witness he or she deems appropriate. Formal rules of evidence shall not apply, but fundamental due process shall be observed and govern the proceedings. The town shall be responsible for proving the violation by a preponderance of the evidence standard.
  - (2) Order. The special magistrate, after a hearing on a citation, shall determine whether or not a violation was committed. If a violation is found to have occurred, the special magistrate may enter an order requiring payment of the applicable fine and administrative costs by a date certain.

**Sec. 14-18. – Failure to pay; liens.**

Any special magistrate order assessing fines and/or costs may be certified and recorded as a lien against all real and personal property owned by the violator or recorded as otherwise authorized by law. If the lien remains unpaid for three (3) months, the town may authorize the town attorney or designee to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest.

**Sec. 14-19. – Appeal of special magistrate order.**

An aggrieved party, including the town, may appeal a final administrative order of a special magistrate to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to an appellate review of the record created before the special magistrate. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed. The town attorney is hereby authorized to defend such appeals on behalf of the town.

**Sec. 14-20. – Alternative means of enforcement.**

The provisions of this article are additional and supplemental means of enforcing town codes and ordinances and may be used for the enforcement of any code or ordinance. Nothing contained in this article shall prohibit the town from enforcing its codes or ordinances by any other method. Enforcement methods may include, but are not limited to, the issuance of a notice of violation or notice to appear in county court, arrest as authorized by law, injunctive relief, or any other available remedy at law or in equity.

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

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

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

accomplish such intention.

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

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2024.**

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCI MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2024.**

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCI MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

\_\_\_\_\_  
Mayor Anita Kane

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

\_\_\_\_\_  
Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Councilmember Robert Shorr

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

\_\_\_\_\_  
Councilmember Phyllis Maniglia

\_\_\_\_\_  
Councilmember Laura Danowski

DRAFT

## [Code of Ordinances of the Village of Wellington]

### Sec. 2-47. Violations and penalties.

All violations of the code shall be considered civil infractions with a maximum civil penalty not to exceed the amounts identified in this chapter when processed through the special magistrate. Certain ordinances lend themselves to be enforced by means of a citation method and, as such, Wellington has determined that the following sections of the code may be enforced through the citation method and has provided a schedule of violations and penalties to be assessed with a maximum civil penalty not to exceed \$500.00 as follows. Citations may be issued by a Code Compliance Officer in accordance with F.S. ch. 162, Part II, and the Supplemental Code Compliance Procedures set forth in this Code, or by a Law Enforcement Officer in accordance with the Agreement for Law Enforcement Services between Wellington and the Palm Beach County Sheriff's Office.

Class I \$50.00 Penalty	Class II \$75.00 Penalty	Class III \$125.00 Penalty	Class IV \$250.00 Penalty	Class V \$500.00 Penalty
Property Maintenance Code of Ordinances Sections 13-2 and 13-3	Water Restrictions Code of Ordinances Section 9-28(A)—(L) unless due to drought conditions more stringent penalties are applicable	Failure to obtain Building Permit prior to commencement of construction Code of Ordinances Section 5-2-105.1	Alcoholic Beverages All violations of Code of Ordinances Chapter 3	Repeat Violations of items listed under Class I, II, III and IV
Noise Code of Ordinances Sections 13-7 and 13-8	Solid Waste All violations of Code of Ordinances Chapter 17	Failure to obtain Local Business Tax Receipt Code of Ordinances Chapter 21, Article II	Livestock Waste BMP's* All violations of Code of Ordinances Chapter 9, Article V	
Prohibited Signs LDR** Section 7.9.3		Failure to Obtain Special Use Permit LDR** Section 5.3.9	Public Assemblies All violations of Code of Ordinances Chapter 20, Article IV	
		Failure to comply with	Utilities All violations of Code of	

Created: 2024-05-20 14:08:45 [EST]

(Supp. No. 2)

		LDR** Article 6 (Zoning Districts)	Ordinances Chapter 23	
			Transient (Mobile) Sales LDR** Section 6.2.2.D.2 and Table 6.2-1	
			Vegetation Removal w/o permit LDR** Section 7.7.6	
			Failure to Comply with Palm Beach County or Wellington Emergency Orders***	
<p>* BMP = Best Management Practices for Livestock Waste.</p> <p>** LDR = Land Development Regulations.</p> <p>*** Fine amounts or penalties established by Emergency Order may be greater than those set forth herein.</p>				

Wellington's Council may identify, by ordinance, additional violations enforced through the citation method, which shall be subject to the penalties set forth in the applicable ordinance.

(Ord. No. 2023-12, § 2, 9-5-23)



155 F Road Loxahatchee Groves, FL 33470

**TO: Town Council of Town of Loxahatchee Groves**  
**FROM: Francine L. Ramaglia, Town Manager**  
**DATE: September 3, 2024**  
**SUBJECT: Updates, Items of Interest and Future Agenda Items**

---

**Proposed Upcoming Meeting/Events Schedule:**

<u>Regular Council (6 PM)</u>	<u>Committees (6 PM)</u>	<u>Magistrate (9 AM)</u>
September 18 – 2 <sup>nd</sup> Budget Hearing	September 09 – ULDC	September 18
October 1	September 11 – FAAC	October 7
November 5	September 23 – Agritourism	October 16
December 3		November 4
		November 20
		December 2
		December 18

**Direction on Individual Council Requested Items:**

**Agenda:**

- Intersection Improvements at B & Southern (at PZB and letters to FDOT & PBC)
- Village of RPB drainage issue

**Additional Planning items not included in attached May 7<sup>th</sup> memo:**

- Potential Applications:
  - 15211 Okeechobee Boulevard – Daycare
  - 14048 Okeechobee Boulevard – TLC
  - Church expansion (community)
  - Big Dog Ranch – Sanctuary/Site Plan Amendment
- Potential Site Plan Amendments:
  - Brightview
- Other Matters:
  - Receiver sites
  - Conservation easements
- Committee Assignments:
  - Sign Code
  - Agritourism recommendations



155 F Road Loxahatchee Groves, FL 33470

### Future Agenda Items:

Below is a proposed schedule for discussions and action as noted for upcoming agenda workshops and regular council meetings for the next several months:

September 18, 2024	<ul style="list-style-type: none"> <li>– Discussion of LPR/Camera Program Policy</li> <li>– Discussion of Tree Removal/Land Clearing (Section 87) and current Tree Mitigations in progress for Development</li> <li>– Discussion of Livestock Waste/BMPs/Hauler Franchise</li> <li>– Discussion on Revisions to Protocols for Council/Board Members</li> <li>– Acceptance of Easements (including Brian McNeil)</li> <li>– Gas Tax map adjustments including Hopkins request</li> <li>– Resolution on FY 2025 Special Events Calendar</li> <li>– Resolution on Annual Proclamations</li> <li>– Items over \$10k and \$25k</li> <li>– 1<sup>st</sup> Reading – Travel Policy</li> <li>– 1<sup>st</sup> Reading – FDA/Culvert Policy Revisions</li> <li>– 2<sup>nd</sup> Budget Hearing</li> <li>– 2<sup>nd</sup> Reading – FY 2025 CIP</li> <li>– 2<sup>nd</sup> Reading – Qualifying Dates</li> <li>– 2<sup>nd</sup> Reading – Canvassing Board</li> <li>– 2<sup>nd</sup> Reading – Ex Parte Communications</li> </ul>
October 1, 2024	<ul style="list-style-type: none"> <li>– Presentation on PBSO Behavioral Services Program</li> <li>– Discussion of Special Events/Special Uses</li> <li>– Discussion of Townwide Traffic &amp; Road Standards</li> <li>– Discussion of Non-Conformities &amp; Unrecorded Plats</li> <li>– Discussion on SOD Farm</li> <li>– Presentation on Sunshine Law, Public Records Law &amp; Ethics Law by Torcivia, Donlon, Goddeau &amp; Rubin PA</li> <li>– Resolution Adopting of FY 2025 Special Events &amp; Calendar</li> <li>– Best Interest Contract for Vacant Property &amp; Foreclosure Registration with Community Solutions (Attorney Earley)</li> <li>– Update to the Fee Schedule / Reimbursement of Permit Fees</li> <li>– Reduction of Permit Fees for Use of Private Providers</li> <li>– Building Fee Waivers</li> <li>– 1<sup>st</sup> Reading – Tree Removal/Land Clearing (Section 87)</li> <li>– 1<sup>st</sup> Reading – Livestock Waste/BMPs</li> <li>– 1<sup>st</sup> Reading – Deletion of Historical Legacy and Vest Rights (Jim/TA)</li> <li>– 1<sup>st</sup> Reading – Civil Citation</li> <li>– 2<sup>nd</sup> Reading – Travel Policy</li> </ul>



Town of  
**LOXAHATCHEE GROVES**

Item 21.

155 F Road Loxahatchee Groves, FL 33470

	<ul style="list-style-type: none"> <li>– 2<sup>nd</sup> Reading – FDA/Culvert Policy Revisions</li> </ul>
November 5, 2024	<ul style="list-style-type: none"> <li>– Traffic InterLocal with Palm Beach County (if possible)</li> <li>– Discussion on Agritourism Committee recommendations</li> <li>– Conveyance of County ROW at Intersection of E and Okeechobee</li> <li>– 1<sup>st</sup> Reading – Non-Conformities &amp; Unrecorded Plats</li> <li>– 1<sup>st</sup> Reading – Special Events/Special Uses</li> <li>– 1<sup>st</sup> Reading – Townwide Traffic &amp; Road Standards</li> <li>– 1<sup>st</sup> Reading – Agritourism</li> <li>– 2<sup>nd</sup> Reading – Tree Removal/Land Clearing (Section 87)</li> <li>– 2<sup>nd</sup> Reading – Livestock Waste/BMPs</li> <li>– 2<sup>nd</sup> Reading – Deletion of Historical Legacy and Vest Rights (Jim/TA)</li> <li>– 2<sup>nd</sup> Reading – Civil Citation</li> </ul>
December 3, 2024	<ul style="list-style-type: none"> <li>– Award of turnkey ITB for Roads</li> <li>– Award of Culverts /Catch Basins / Drainage</li> <li>– 2<sup>nd</sup> Reading – Agritourism</li> <li>– 2<sup>nd</sup> Reading – Special Events/Special Uses</li> <li>– 2<sup>nd</sup> Reading – Non-Conformities &amp; Unrecorded Plats</li> <li>– 2<sup>nd</sup> Reading – Townwide Traffic &amp; Road Standards</li> </ul>
January 7, 2025	
Future	<ul style="list-style-type: none"> <li>– Opinion from Town Attorney's Office on BTR Code/Fee Modifications</li> <li>– Use of Logo Policy</li> <li>– Discussion of Certificate of Use</li> <li>– Discussion of Assessment Methodology</li> <li>– Resolution on Public Records Request Policy</li> <li>– Resolution on Removal of Specimen Tree</li> <li>– Resolution on Foreclosure Lawsuits</li> <li>– Ordinance on Abandoned Property Code</li> <li>– List of Pre-approved Easements for FY 2025 Paving Plan</li> <li>– Best Interest Contract for Vulcan Signs (Public Works)</li> </ul>



Town of  
**LOXAHATCHEE GROVES**

155 F Road Loxahatchee Groves, FL 33470

	<ul style="list-style-type: none"><li>– Piggyback Contract for Murray/Logan (dredging)</li><li>– Piggyback Contract for Hinterland (Culvert Clearing)</li><li>– Piggyback Contract for Johnson Davis Contract and work authorization for culvert at 24<sup>th</sup> &amp; F and for continuing rip/rap work</li><li>– Piggyback Contract for Red Speed for school zones (traffic calming)</li></ul>
--	---

The above is primarily an ordinance/resolution driven priority list and does not really account for any of the contracting and other work of the Town. Some of the other items not on the list include Development and Planning applications (see attached) follow up items from workshop discussions, NPDES Compliance, Assessment Methodology adoption, etc. We may need to space things out a bit more and we continue to implement a more complete agenda tracking system.

**Upcoming Town Events:**

- Veterans Parade & Ceremony
- Holiday Gratitude Food Drive
- Western Communities Holiday Parade

**Recommendation:**

Review, discuss and direct Staff.