

TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

TOWN COUNCIL REGULAR MEETING

AGENDA

AUGUST 06, 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)

Phillis Maniglia, Councilmember (Seat 1)

Laura Danowski, Councilmember (Seat 2)

Robert Shorr, Councilmember (Seat 4)

Marge Herzog, Vice Mayor (Seat 5)

Administration

Town Manager, Francine L. Ramaglia

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

Town Clerk, Valerie Oakes

Public Works Director, Richard Gallant

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

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

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

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

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

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

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

PRESENTATIONS

1. Presentation on the Overview of the Legislative Session by Ronald L. Book, PA. and the Pittman Law Group

CONSENT AGENDA

- [2.](#) Presentation of Quarterly Reports
- [3.](#) Approval of ***Resolution No. 2024-52***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING AN ELECTRONIC SIGNATURE POLICY; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.
- [4.](#) Approval of ***Resolution No. 2024-53***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE PURCHASE OF A SANY SY60C EXCAVATOR THROUGH COOPERATIVE PURCHASE WITH SOURCEWELL CONTRACT SOLICITATION NO. 011723; AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER PURSUANT TO THE COOPERATIVE PURCHASING CONTRACT TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

5. Approval of **Resolution No. 2024-54**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO A THIRD AMENDMENT TO GRANT AGREEMENT WITH LOXAHATCHEE GROVES CERT TEAM, INC. TO PROVIDE AN EXTENSION TO THE TERM, A GRANT AWARD, AND USE OF THE TOWN LOGO AND FOR CHANGES IN LAW; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.
6. Approval on **Resolution No. 2024-55**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING THE ISSUANCE OF A CHANGE ORDER FOR INSTALLATION OF A BRIDGE CULVERT AT 12th PLACE NORTH AND F ROAD; APPROVING AN AGREEMENT WITH KRISTIAN AND KIMBERLY STRONG REGARDING CULVERT REPLACEMENT RELATED TO THE CHANGE ORDER; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.
7. Approval of **Resolution No. 2024-56**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN AGREEMENT WITH AL'S AUTO REPAIR OF LOXAHATCHEE, INC TO PROVIDE VEHICLE AND EQUIPMENT PARTS AND SERVICES TO THE TOWN AND PROVIDING AN EFFECTIVE DATE.
8. Approval of **Resolution No. 2024-57**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN AGREEMENT WITH RONALD L. BOOK, P.A., AND THE PITTMAN LAW GROUP FOR LOBBYING SERVICES; AND PROVIDING AN EFFECTIVE DATE.
9. 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.
10. Approval of **Resolution No. 2024-51**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING THE ADOPTED SCHEDULE OF RATES, FEES, AND CHARGES FOR PLANNING AND ZONING, PERMITTING, CODE ENFORCEMENT, AND OTHER SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

11. Approval of **Resolution No. 2024-59**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RATIFYING THE ENTRY BY THE TOWN INTO AN INTERLOCAL AGREEMENT WITH INDIAN TRAIL IMPROVEMENT DISTRICT FOR EMERGENCY AID AND ASSISTANCE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.
12. Authorize the Mayor to Sign the Letter to Florida Department of Transportation (FDOT) Regarding Traffic Lights at the Intersection of Southern Blvd. and B Road
13. Authorize Mayor to Sign the Letter to Palm Beach County Engineering & Public Works Regarding the Traffic Lights at the Intersection of Southern Blvd. and B Road
14. Authorize the Mayor to Sign a Letter to Florida Power & Light (FPL) to Address/Repair the Damaged Culverts and Junction Boxes

REGULAR AGENDA

15. Approval of **Ordinance No. 2024-08** on First 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.
16. Consideration of **Ordinance No. 2024-07** on First 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 **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.

DISCUSSION

- 18. Discussion on Moore's Groves
- [19.](#) Discussion on Proposed Culvert Special Assessment Program Ordinance
- [20.](#) Discussion on Code Enforcement Remedies:
 - A. Foreclosures
 - B. Civil Citations
 - C. Unoccupied Property Registry
 - D. Camera Program in conjunction with Palm Beach County
 - E. Administrative Warrants
 - F. Partnerships with other agencies
 - G. Compliance and Enforcement for Property Registration and Business Tax Receipts (BTR)
- [21.](#) Discussion on Social Media Policy
- [22.](#) Discussion on Overview of Public Works FY 25 Maintenance Plan
- [23.](#) Updates, Items of Interest and Future Agenda Items

TOWN STAFF COMMENTS

Town Manager

Town Attorney

Public Works Director

Town Clerk

TOWN COUNCILMEMBER COMMENTS

Councilmember Laura Danowski (Seat 2)

Councilmember Phillis Maniglia (Seat 1)

Councilmember Robert Shorr (Seat 4)

Vice Mayor Margaret Hertzog (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.

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: August 6, 2024

SUBJECT: Presentation of Quarterly Reports

Background:

Presentations of the Quarterly Reports will be given by the following:

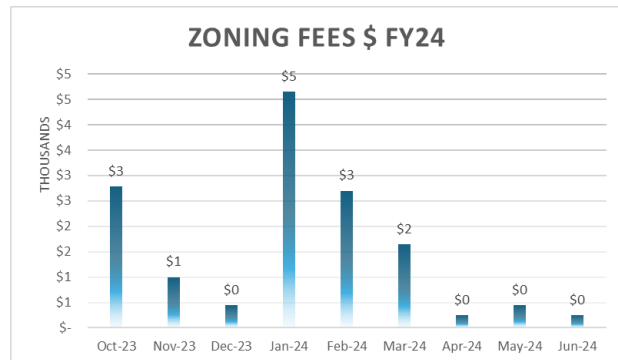
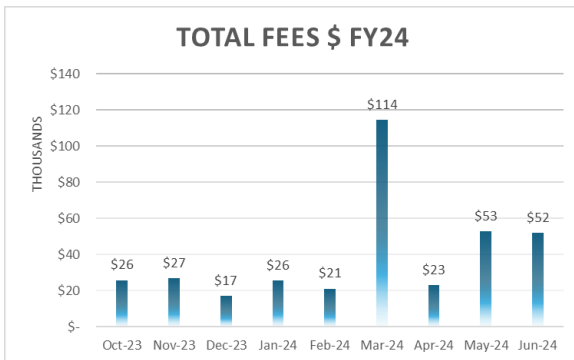
- a. Building - Jacek Tomasik, Building Official
- b. Code Enforcement - Mario Matos, Code Enforcement Official
- c. Engineering - Tara Bamber, Engenuity Group and Randy Wertepny, Keshavarz & Associates
- d. Finance - Chris Wallace from Munilytics
- e. Information Technology Services - Node0
- f. Palm Beach County Fire Rescue - Chief Vomero
- g. Palm Beach County Sheriff's Office - Captain Turner
- h. Planning and Zoning - Kaitlyn Forbes, TranSystems and Jim Fleishchmann, Town Planner
- i. Public Works - Richard Gallant, Public Works
- j. Town Attorney - Elizabeth Lenihan, Town Attorney
- k. Town Clerk - Valerie Oakes

BUILDING PERMIT ACTIVITIES THIS QUARTER

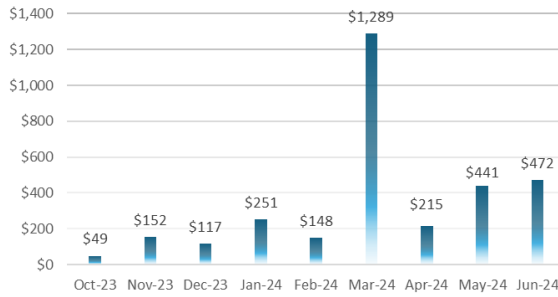
- Issued 56 Building Permits for the total construction value of \$4,253,942
- Performed 204 Inspections and 143 Plan Reviews
- Collected \$88,000.00 in permit fees

PERMIT ACTIVITY AND FEES COLLECTED FOR PERMITTING SERVICES

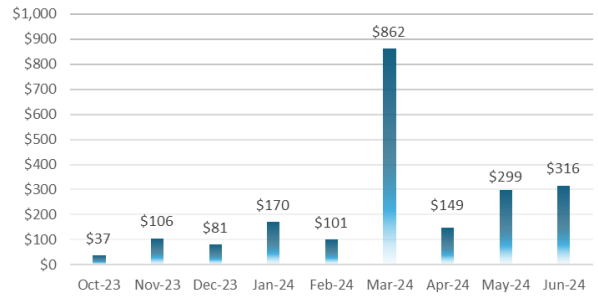
Data	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
Total Fees \$	25,839	26,831	17,236	25,712	21,171	114,474	23,121	52,957	51,882
Fire Fees \$	0	0	0	0	0	0	0	0	0
Zoning Fees \$	2,784	1,000	450	4,650	2,700	1,650	250	450	250
DBPR Fees \$	49	152	117	251	148	1,289	215	441	472
DCA Fees \$	37	106	81	170	101	862	149	299	316
Building Permit Fees \$	4,503	15,747	8,543	18,191	12,747	92,162	16,782	29,379	41,950
CGA Revenue \$	4,053	14,173	7,689	16,372	11,473	82,946	15,103	26,441	37,755
Municipality Revenue \$	21,700	12,400	9,349	8,919	9,450	29,377	7,653	25,777	13,339
Total Job Value \$	252,529	584,311	431,104	216,637	268,867	4,109,300	452,549	1,021,624	4,253,942
Total Res Job Value \$	247,686	562,811	421,104	216,637	268,867	246,622	255,370	923,295	233,942
Total Com Job Value \$	4,843	21,500	10,000	0	0	3,862,678	191,821	98,330	4,000,000
Total Unclassified Job Value \$	0	0	0	0	0	0	5,358	0	20,000
New Jobs	53	45	40	27	59	38	60	43	43
Permits Completed	12	8	1	10	6	8	10	23	20
Permits Voided	13	14	20	11	19	21	11	19	28
Permits Expired					3			7	65
Permits Issued	28	22	12	14	25	17	29	63	18
Inspections Completed	91	74	52	76	55	74	66	75	63
Reviews Completed	35	25	15	17	37	47	50	53	40
Reviews Assigned	30	25	20	20	38	57	50	56	35
Reviews Completed Late	10	3	7	4	2	9	20	14	6
Reviews Open									
Reviews Open Overdue									
Res Fees \$	3,404	11,023	7,453	16,471	8,592	21,664	7,876	24,877	12,761
Res Permits	19	19	8	12	17	18	22	28	16
Com Fees \$	4,604	5,024	586	816	2,475	72,201	7,780	14,928	28,130
Com Permits	22	10	3	4	9	13	7	34	15
Unclassified Fees \$	15,247	8,100	7,474	5,854	7,986	9,161	5,152	7,856	5,802
Unclassified Permits	9	5	6	5	15	8	6	4	5



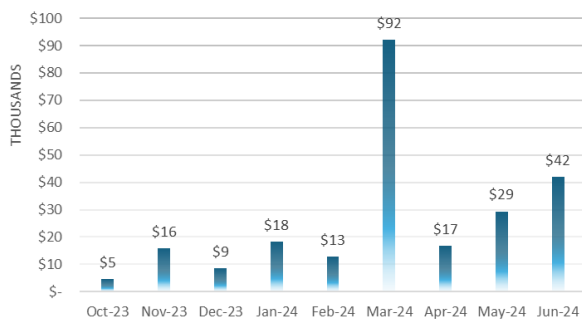
DBPR FEES \$ FY24



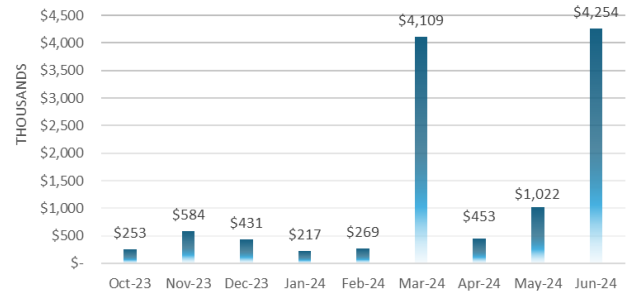
DCA FEES \$ FY24



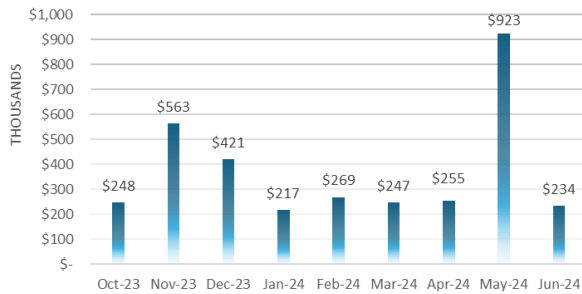
BUILDING PERMIT FEES \$ FY24



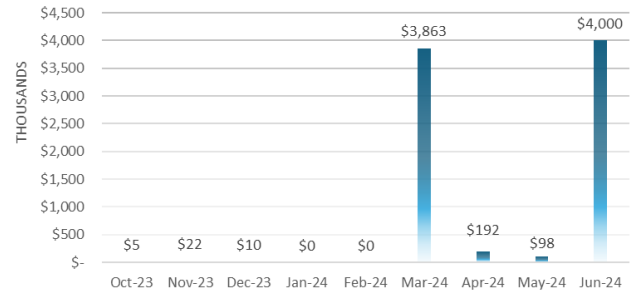
TOTAL JOB VALUE \$ FY24



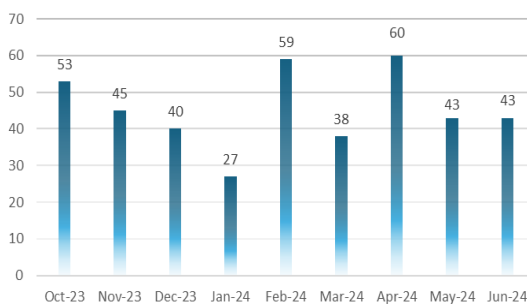
TOTAL RES JOB VALUE \$ FY24



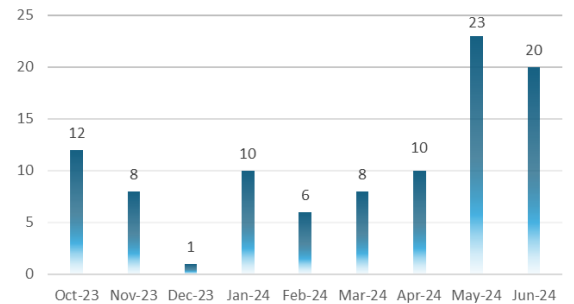
TOTAL COM JOB VALUE \$ FY24



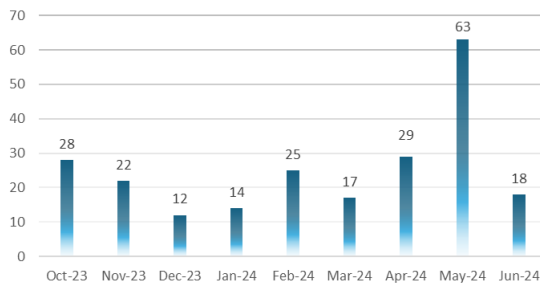
NEW JOBS FY24



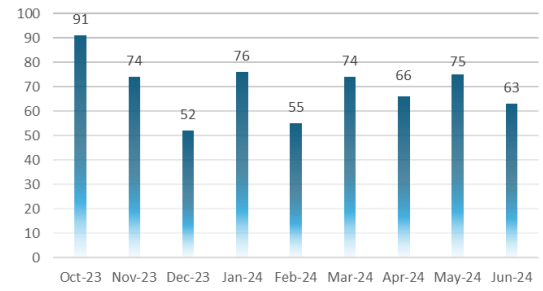
PERMITS COMPLETED FY24



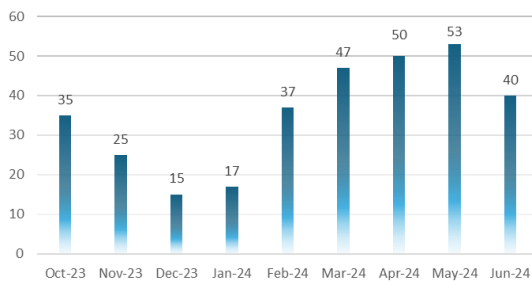
PERMITS ISSUED FY24



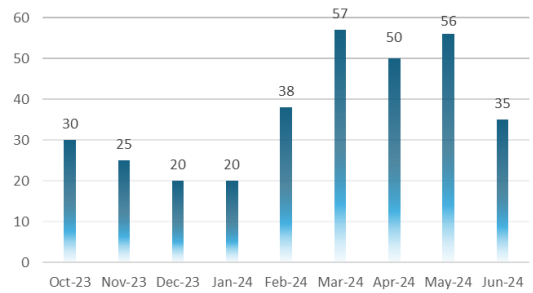
INSPECTIONS COMPLETED FY24



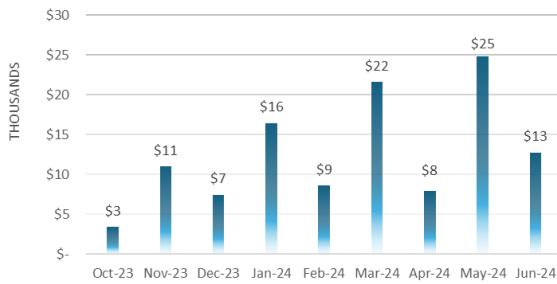
REVIEWS COMPLETED FY24



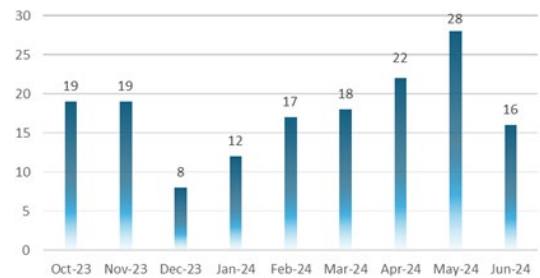
REVIEWS ASSIGNED FY24



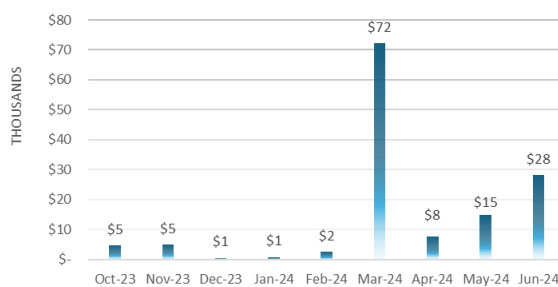
RES FEES \$ FY24



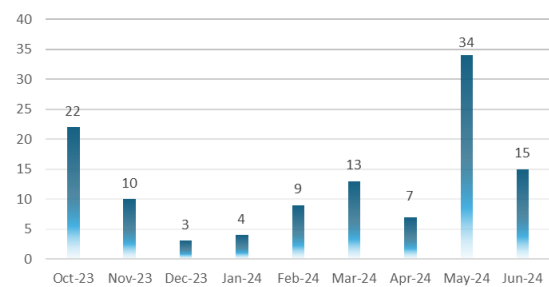
RES PERMITS FY24

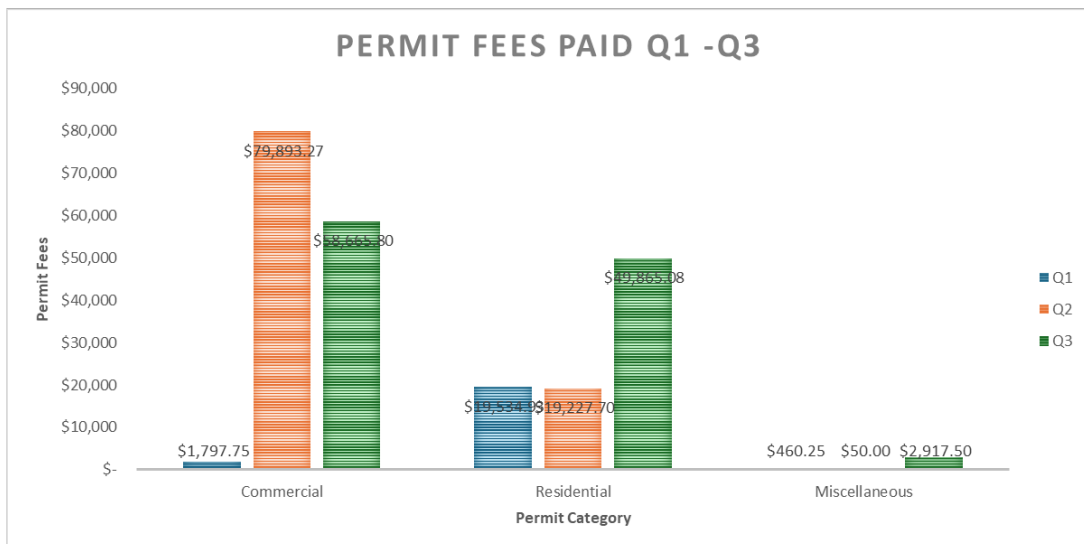
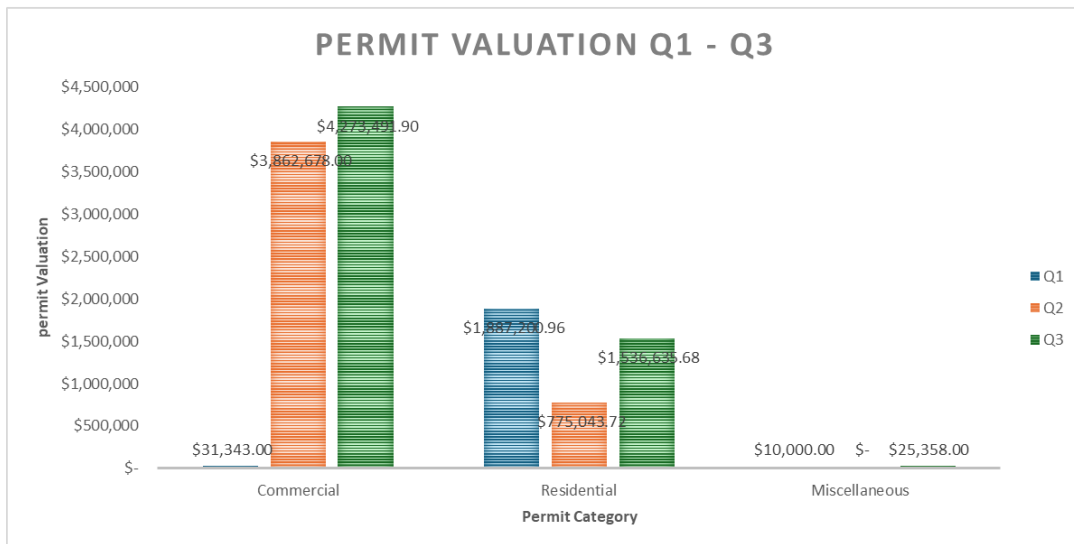
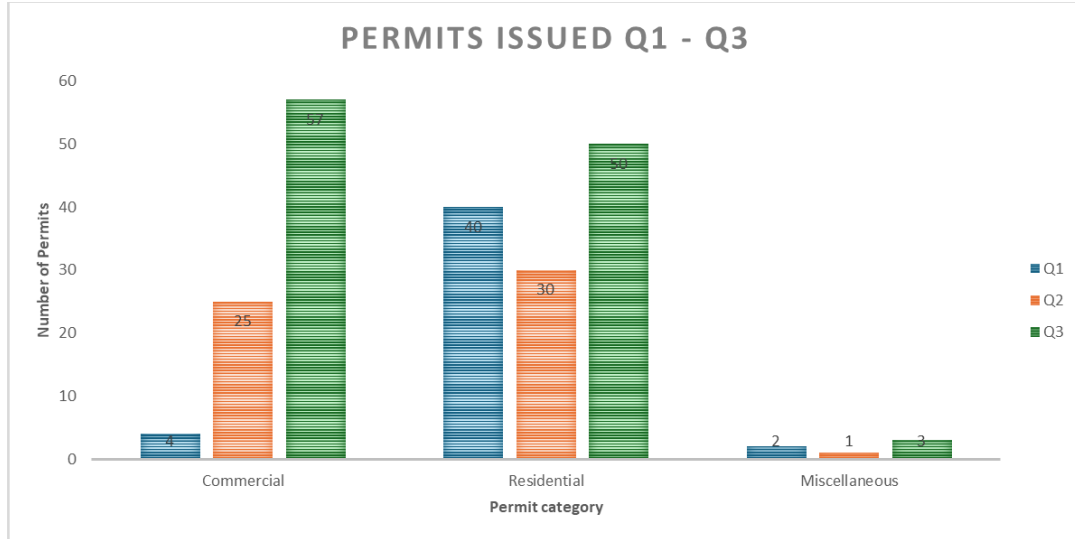


COM FEES \$ FY24



COM PERMITS FY24





PERMIT PROCESS AND CUSTOMER SERVICE IMPROVEMENTS

Staff continue to improve and streamline all permitting services. Contract for new permitting software was approved and implementation kick-off meeting with MyGovernmentOnline (“MGO”) is set for Monday July 22, 2024. Design of the workflow, data transfer to the new software and testing will take approximately 6 months to complete. Staff will focus first on implementation of the Building Permit and Code Enforcement modules prior to expiration of the currently used software. Upon completion additional modules (BTR, PW workorders, Zoning and GiS) will be Implemented.

Town of Loxahatchee Groves



Code Compliance Department

Quarterly Report

(April 1st – June 30th, 2024)

MISSION STATEMENT

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

Code Compliance Department**155 F Road****Loxahatchee Groves, Florida 33470****LOXAHATCHEE GROVES CODE COMPLIANCE OBJECTIVES**

Loxahatchee Groves Code Compliance is tasked with the primary objective of achieving voluntary compliance with our residents in violation. Often, residents in violation are not aware they are in violation. Educational outreach is critical for achieving voluntary compliance.

The Town of Loxahatchee Groves has rural character. Most of the properties are a minimum of 5 acres with an enclosed fence. This prevents code from knocking on the resident's door as an outreach and educational method. The first point of communication will likely come after a courtesy letter is posted or a Notice of Violation (NOV) / Notice of Hearing (NOH) is posted.

Often the residents in violation will contact Code after an NOV / NOH or courtesy letter is posted on their property. Proper procedure is saving contact information from residents communicating with the code department. Being able to communicate with residents in violation is the best way to assist our residents coming into compliance voluntarily.

Assisting residents in violation with the process towards compliance is paramount. If you're able to communicate with a resident subject to a complaint, it's proper procedure to contact the resident prior to posting an NOV/NOH. Communicating by phone, email or in person is acceptable. If the initial contact does not correct the violation, a Notice of Violation will be issued, and a Magistrate hearing will be scheduled.

CODE COMPLIANCE DEPARTMENT DIRECTIVES

The Code Compliance Department is complaint driven. Any violations a Code Officer sees in route responding to a complaint or during their everyday duties, can also be processed as a violation. Anonymous complaints are not permitted by Florida Law.

In May & June of 2023 council direction confirmed a reactive approach identifying the following critical items on which to be pro-active / without complaint: FDAs; unauthorized clearing or construction; illegal manure; RVs visible from the road (more than 4); unpermitted uses such as commercial vehicles.

FL State Statue 162.21 (b): A code enforcement officer may not initiate an investigation of a potential violation of a duly enacted code or ordinance by way of an anonymous complaint. A person who reports a potential violation of a code or an ordinance must provide his or her name and address to the respective local government before an investigation may occur. This paragraph does not apply if the code enforcement officer has reason to believe that the violation presents an imminent threat to public health, safety, or welfare or imminent destruction of habitat or sensitive resources.

The Town of Loxahatchee Groves Code Enforcement will not create a complaint record for any potential violation that is reported anonymously. Potential violations that are reported by persons using fictitious names or addresses, pseudonyms, or aliases will be treated as anonymous complaints. The Town of Loxahatchee Groves Code Enforcement reserves the right to consult the public records to verify the legitimacy of a complainant's name and address. Please note: Florida has a very broad public records law. The complainant's name and address, along with any other information provided, will become public record and subject to public disclosure.

SPECIAL MAGISTRATE HEARINGS THIS QUARTER

Open
AOC/AOD Closed
Fines/Rec

17-Apr-24 **Special
Magistrate**

<i>Case#</i>	<i>Address</i>	<i>Violation</i>	<i>Status as of this Hearing</i>
23050014	15977 44th ST	FDA	CLOSED
23040032	2056 F RD	Zoning	SF 06/19/24
24020004	16169 Southern Blvd	Bldg Permits	3250+250p/d+234.05X2

30-Apr-24 **Special
Magistrate**

<i>Case#</i>	<i>Address</i>	<i>Violation</i>	<i>Status as of this Hearing</i>
23010003/0006	16169 Southern	Trees / Bldg Permits	SF 05/15/2024

6-May-24 **Special
Magistrate**

<i>Case#</i>	<i>Address</i>	<i>Violation</i>	<i>Status as of this Hearing</i>
23060011	14188 North Rd	FDA	Fines 750+250p/d as vio continues,+ 234.05x2
23090003	3570 B Rd	FDA	SF
24030002	12940 Okee	Lights	CLOSED
24020011	15449 Los Angeles	FDA	Pd 234.05 May - SF 07/17/24
23040034	12915 CC	FDA	SF

15-May-24 **Special
Magistrate**

<i>Case#</i>	<i>Address</i>	<i>Violation</i>	<i>Status as of this Hearing</i>
24020007	3571 C Rd	FDA	SF - 06/19/24
23080002	2331 F Rd	FDA	SF
23090002	13710 Okee	Trees	SF - 06/19/2024
24020004	16169 Southern	Bldg Permits	SF

19-Jun-24 **Special
Magistrate**

<i>Case#</i>	<i>Address</i>	<i>Violation</i>	<i>Status as of this Hearing</i>
23100002	15427 San Diego	Bldg Permit	Stip Agree signed - SF Aug
23060006	3384 C Rd	FDA	SF - 07/17/24 234.05
24050006	3384 C Rd	Zoning	SF - 08/21/24 234.05
24040001	15438 Los Angeles	FDA	CLOSED
24040005	15349 CC	FDA	Cont to 07/17/24
23040032	2056 F RD	Zoning	Cont - 08/21/24
24030005	12915 CC	Comm Veh / Trailers	SF 08/21/24 234.05
23040034	12915 CC	FDA	Cont 08/21/24
24020008	14596 North RD	FDA	SF - 08/21/24 234.05
24050001	345 Tangerine	RVs	Cont - 07/17/24
24050004	14199 Tangerine	BTR	CLOSED Paid BTR on 06/19/24
24050002	14199 Tangerine	RVs	Cont 07/17/24
24050003	14199 Tangerine	Permits	Cont 07/17/24
23040035	14965 Okee	Zoning	CLOSED
23100001	14965 Okee	Zoning	CLOSED
23050030	2276 D Rd	FDA	Cont - 08/21/24
23090002	13710 Okee	Trees	SF - 08/21/24 234.05
24050005	13710 Okee	FDA	SF - 08/21/24 234.05
24020007	3571 C Rd	FDA	SF - 08/21/24
24020004	16169 Southern	Bldg Permits	SF - 07/17/24

Working Towards Voluntary Compliance

When a Courtesy Notice or a Notice of Violation is posted on the property, correcting the violation before a magistrate hearing is the objective. The numbers from the magistrate hearings do not reflect the number of code violations that have been resolved with town staff meetings, phone calls or 1 on 1 meetings.

Courtesy Letters

Courtesy Letters are a great tool for outreach with residents in violation. Courtesy letters used in instances like vegetation overgrowth, trailers parked in front of a residential home, manure violations and bulk trash have had a high success rate achieving compliance. For some code violations, a courtesy letter is not appropriate. For example, a resident bringing in fill in a flood hazard area without an FDA permit. This is not an instance where a courtesy letter would be effective.

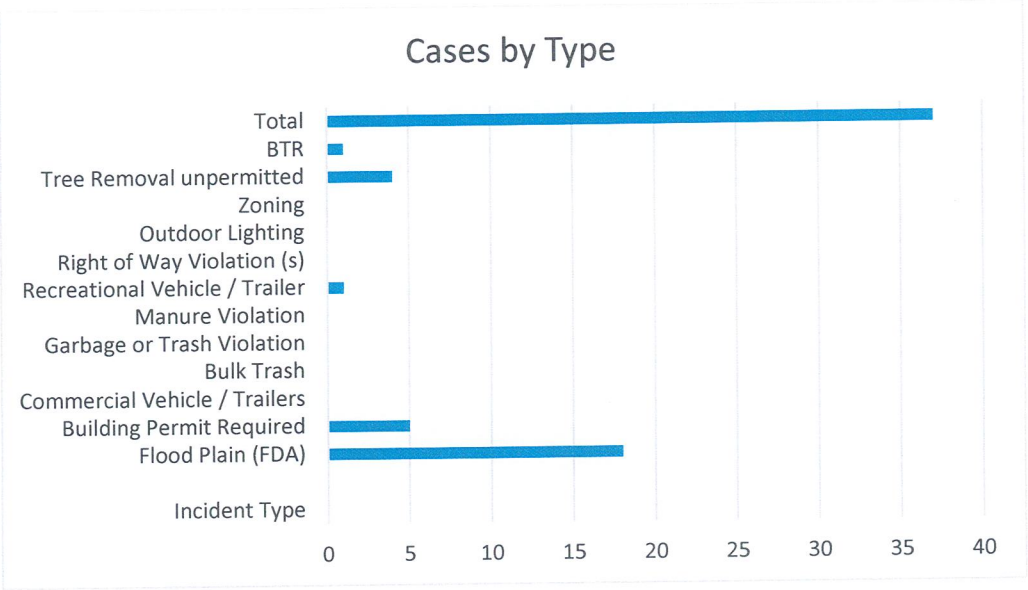
Courtesy Letters

CL Number	Address	Date / Officer	Potential Violation	Status
#3227	12956 Marcella	4/22/2024 - Deanjelo	Exp AC Permit	Closed
#3229	2874 162nd Dr N	4/27/2024 - Deanjelo	Exp Fence Permit	Closed
#3231	14717 CC	4/27/2024 - Deanjelo	Exp Fence Permit	Open
#3230	12845 Raymond Dr	4/27/2024 - Deanjelo	Exp Temp Pole permit	Permit closed on 5/24/24
#3233	345 Tangerine	4/27/2024 - Deanjelo	Exp Fence Permit	Open
#3234	15382 Los Angeles	4/27/2024 - Deanjelo	Exp AC Permit	Open
#3232	12789 Compton	4/27/2024 - Deanjelo	Exp Fence Permit	Closed
24060007	3701 C Rd	05/17/24 - DC	BTR	Closed, AOC Issued 7/22/24
#3235	1654 C Rd	4/27/2024 - Deanjelo	Exp Electrical Permit	Owner confirmed he will work with building dept on permit renewal, Open.
#3236	13685 24th Ct	4/27/2024 - Deanjelo	Exp Fence Permit	Closed
24060008	14705 Southern	May - Laura	BTR	VH - 08/05/24, A & G, owner working with town on paying delinquent BTR fees.
24060009	15213 Williams Dr	May - Laura	BTR	BTR Paid, case closed/dismissed from hearing.
24060010	14579 Southern	May - Laura	BTR	BTR paid & Issued, case closed/dismissed from hearing
24060011	12890 Raymond	May - Laura	BTR	BTR paid & Issued, case closed/dismissed from hearing
#3261	2345 E Rd	5/12/2024 - Deanjelo	Roof permit	Closed
#3237	13237 24th Ct N	04/29/24 - Deanjelo	Tree permit	Open
#3243	4461 161st Terr N	04/29/24 - Deanjelo	Dirt piles	Open
#3242	1110 F Rd	05/06/24 - Deanjelo	BTR	Open
#3244	1115 B Rd	05/06/24 - Deanjelo	BTR	Closed
#3245	1201 F Rd	05/06/24 - Deanjelo	BTR	Closed

#3246	125 W D Rd	05/06/24 - Deanjelo	BTR	Closed
#3247	12604 North Rd	05/06/24 - Deanjelo	BTR	BTR Paid for.
#3248	4444 145th Ave N	05/06/24 - Deanjelo	Exp FDA	Open
#3260	14439 CC	05/12/24 - Deanjelo	Exp Fence Permit	Open
#3262	14587 Southern	05/12/24 - Deanjelo	Exp Bldg Permit	Working with town – Permit(s) in progress, Open
#3263	14599 CC	05/12/24 - Deanjelo	Exp Fence Permit	Open
#3264	966 A Rd	05/12/24 - Deanjelo	Exp Window Permit	permit closed
#3265	3684/3686 A Rd	05/12/24 - Deanjelo	Exp Fence Permit	Open
#3267	13150 Marcella	05/13/24 - Deanjelo	Exp Window Permit	Open
#3268	3642 C Rd	05/13/24 - Deanjelo	Exp Fence Permit	Open
#3269	14198 Citrus Dr	05/13/24 - Deanjelo	Exp Fence Permit	Open
#3270	13000 Okee	05/13/24 - Deanjelo	Exp Fire Sprinkler Permit	Open
#3271	14843 Gruber	05/13/24 - Deanjelo	ROW Permit	Open
#3272	15427 San Diego Dr	05/13/24 - Deanjelo	Exp Fence Permit	Open
#3277	13110 Marcella	05/20/24 - Deanjelo	Exp Fence Permit	Open
#3278	14662 Paradise Trl	05/20/24 - Deanjelo	Exp Water Heater permit	Open
#3279	2672 F Rd	05/20/24 - Deanjelo	Exp Fence Permit	Closed
#3280	359 W D Rd	05/20/24 - Deanjelo	Exp Electrical Permit	Closed
#3289	15475 Southern	05/25/24 - Deanjelo	Exp ROW Permit	Open
#3290	1102 Hyde Pk	05/25/24 - Deanjelo	Exp Fence Permit	Closed
#3291	2588 F Rd	05/25/24 - Deanjelo	Exp Fence Permit	Open
#3292	1102 Hyde Pk	05/25/24 - Deanjelo	Exp Door repl Permit	Closed
#3293	13000 Okee	05/25/24 - Deanjelo	Exp Site Dev Permit	Open
#3294	13899 E Citrus	05/25/24 - Deanjelo	Exp Site Dev Permit	Open
#3295	1102 Hyde Pk	05/25/24 - Deanjelo	Exp Site Dev Permit	Closed
#3296	13667 Edith Rd	05/25/24 - Deanjelo	Exp Fence Permit	Closed
24060012	3759 D Rd	May - Laura	BTR	BTR Paid, case closed
24060013	3506 B Rd	May - Laura	BTR	BTR Paid, case closed
24060014	13114 24th Ct N	May - Laura	BTR	BTR Paid, case closed
24060015	14585 11th Terr	May - Laura	BTR	BTR Paid, case closed
24060016	15211 Okee	May - Laura	BTR	BTR Paid, case closed

Summary of Magistrate Cases Opened by Incident

Incident Type	Number
Flood Plain (FDA)	18
Building Permit Required	5
Commercial Vehicle / Trailers	0
Bulk Trash	0
Garbage or Trash Violation	0
Manure Violation	0
Recreational Vehicle / Trailer	2
Right of Way Violation (s)	0
Outdoor Lighting	1
Zoning	6
Tree Removal unpermitted	4
BTR	1
Total	37

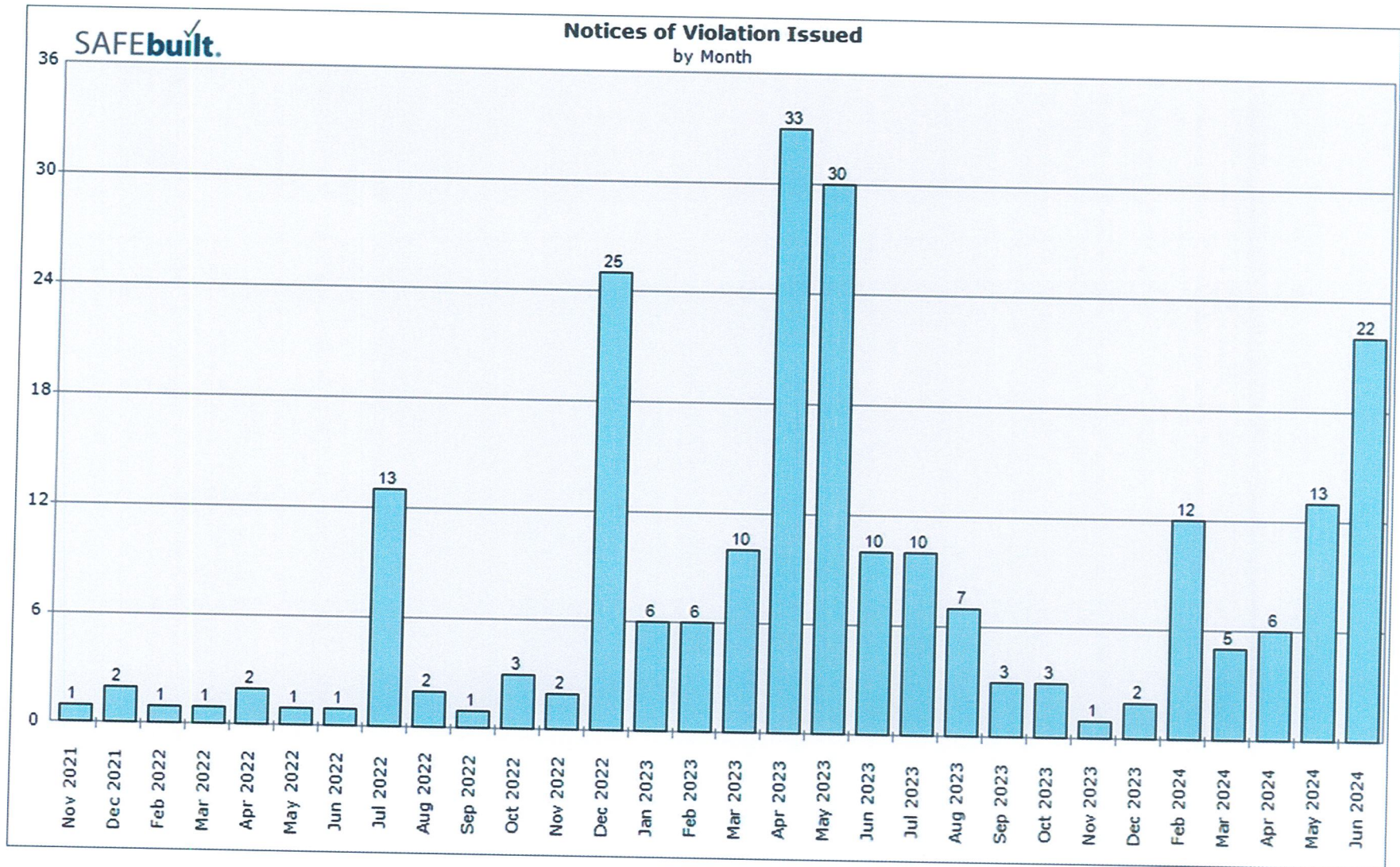


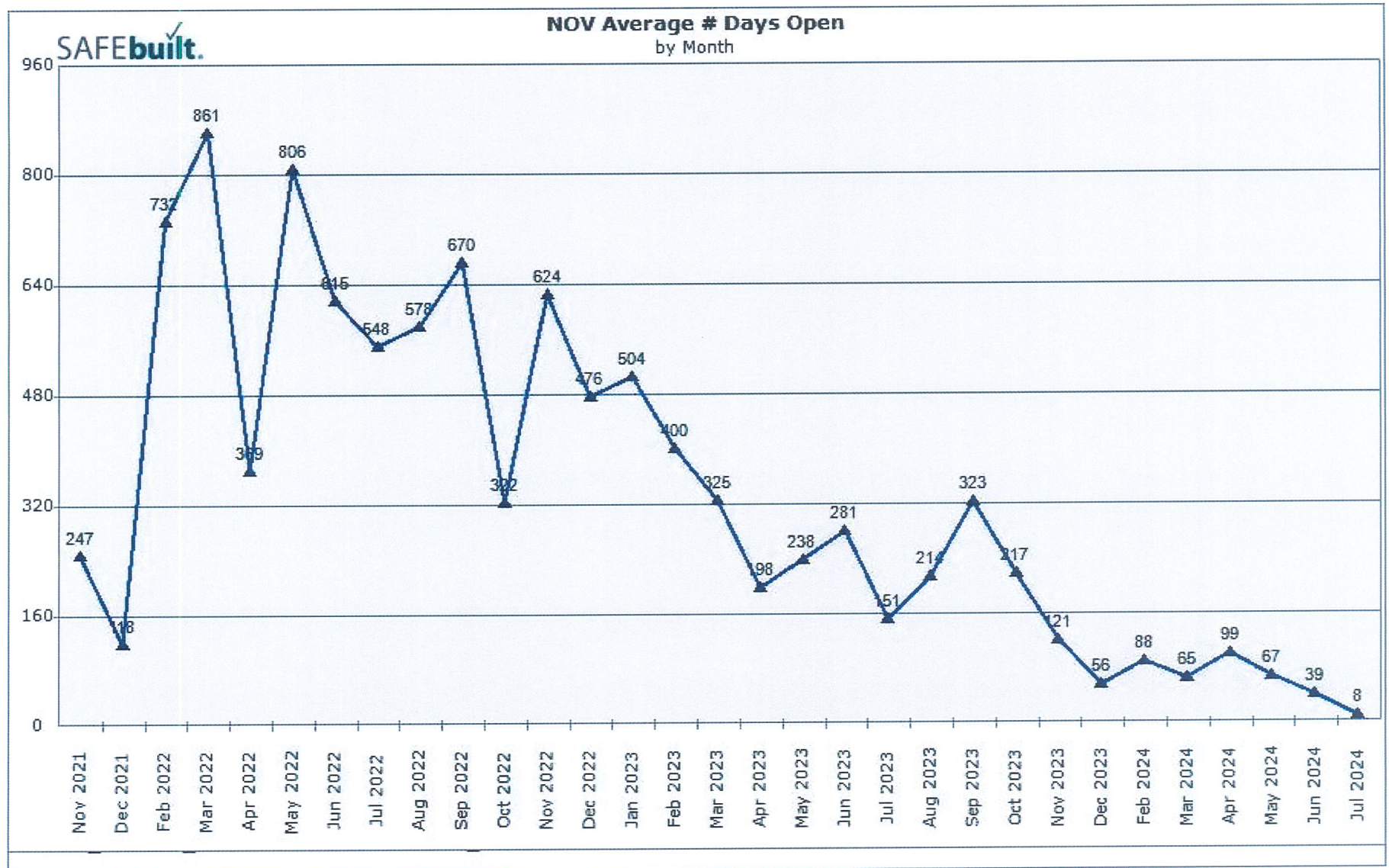
Complaints Received

<i>Received Via</i>	<i>Property of Concern</i>	<i>Alleged Violation</i>	<i>Date of Complaint</i>	<i>Status</i>
called	1032 Hyde Park	Bringing in fill	4/1/2024	Active case
called	2556 C Rd	Bulk Trash	4/1/2024	Closed
Internal	248 C Rd	Manure	4/1/2024	Closed
Internal	1362 E Rd	Manure	4/1/2024	Active Investigation
Internal	15211 Okee	Manure	4/1/2024	Closed
Internal	1316 B Rd	Manure/dirt piles	7/2024	Active Enforcement
email	12940 Okeechobee	Light spillage	4/5/2024	24030002 - Closed
email	13961 Okeechobee Blvd	Zoning	4/5/2024	case# 23010002 found in compliance on 05/31/23
email	13710 Okeechobee Blvd	Zoning	4/5/2024	23090002 - SF 8/21 234.05 24050005 - SF 8/21 234.05
email	13859 Okeechobee Blvd	Comm. Trucks/Trailers	4/5/2024	Active Investigation
email	13095 Okeechobee Blvd	Comm. Trucks/Trailers	4/5/2024	Active Investigation
email	14563 Okeechobee Blvd	Light spillage	4/5/2024	Dismissed
Code Officer	768 Hyde Pk	Bulk Trash	4/5/2024	Closed

Complaints Received (cont'd)

email	1032 Hyde Park	Bringing in fill today	4/9/2024	Repeat Violation Case
Walk In	14651 Bunny lane	Overgrown brush/abandoned lot	4/15/2024	Closed
PW	15349 Collecting Canal	FDA	4/15/2024	Case# 24040005 Hearing 7/17
Call In	13315 24th Ct N	Trees	4/22/2024	Has a fully executed clearing exemption
GE993	13382 Bryan Rd	zoning	4/11/2024	Case# 23080006
GE996	14094 43rd Rd	RVs	4/16/2024	24020009 - AOC
Walk in	15448 San Diego	RV - Tree removal - Illegal electric, septic & well	5/9/2024	Closed
email	B & Okee	Small Food Stand	5/14/2024	Closed – no truck present
called	4404 161st Terr	ReRoof	5/16/2024	Closed - Permits obtained
Walk in	property West of 13327 Marcella	Barn being used as a gym	5/6/2024	Active Investigation possible BTR
email	14283 North Rd	Events	5/17/2024	Closed
Walk In	14936 22nd Rd	RV for rent/ unpermitted structures	5/22/2024	On Hold
GE1060	14916 22nd Rd	Unpermitted structures	6/6/2024	On Hold
Walk In	1557 E Rd	RV/Trailer	6/14/2024	case# 24060005
called	1557 E Rd	tree removal	6/14/2024	case# 24060006
email	13710 Okeechobee Blvd	see incident in G/Easy	6/14/2024	Active Cases







Memorandum

To: Loxahatchee Groves Town Council
Francine Ramaglia, Town Manager

From: Tara Bamber, P.E., Town Engineer

Subject: Quarterly Report – April 1 to June 30, 2024

Date: July 24, 2024

Below is a condensed version of the work that Engenuity Group, Inc. provided within April 1st and June 30th in 2024 as the Town Engineer.

- 1. Land Development Fee-Based Applications:** Total projects **47**
 - a. Site Development **18**; Approvals **5**
 - b. Right of Way **3**; Approvals **3**
 - c. Pre-Application **2**
 - d. Zoning Assistance **5**
 - e. Pre-Construction **3**
 - f. Construction **0**
 - g. Project Closeout **11**
- 2. Code Compliance:** Cases **3**
- 3. Construction/Pre-Application Assistance:** **5**
- 4. Townwide Resiliency Vulnerability Assessment:** Meetings; Correspondence
- 5. Development Review Committee:**
 - a. Projects Reviewed **3**
 - b. Meetings **0**

6. General Services:

- a. SFWMD Permit Approvals for Town Culvert Replacements **2**
- b. SFWMD Permit Submittals for Town Culvert Replacements **2**
- c. Staff Meetings & Permit Process Meetings **5**
- d. Attend Existing Stormwater System & Challenges Workshop
- e. Prepare for Surface Water Policy Review and Land Development Permitting Workshop
- f. Quarterly Report **1**

7. Survey:

- a. Staking Road Centers Lines
- b. Surveying for Road Design and Replace Culverts

Town of Loxahatchee

Unaudited and Unadjusted Balance Sheet

At June 30, 2024

Item 2.

		<u>at June 30, 2024</u>
001 - General Fund		
Assets		
001-00-00-223-10900	Cost Recovery A/R Reclass	\$140,916
001-00-10-101-10000	BU Pooled Cash	\$3,295,487
001-00-10-101-10010	Cash in Bank	\$412,225
001-00-11-101-10150	Accts REC	\$1,939
001-00-13-131-13101	Due To/ Due From Transportation Fund	(\$93,526)
001-00-13-131-13103	Due to / Due from L.O.S.T Fund	\$618,893
001-00-13-131-13105	Due to/Due from WCD	(\$1,231,624)
001-00-13-131-13135	Due To/ Due From Capital Improvment Fund	\$8,344
001-00-13-131-13140	Due To/Due From Solid Waste Fund	(\$550,228)
001-00-15-151-15100	Investment in FMIVT	\$150,257
Total Assets		<u>\$2,752,682</u>
Liabilities and Fund Balance		
Liabilities		
001-00-11-233-20230	Cost Recovery	\$66,000
001-00-11-233-20240	Tree Mitigation	\$65,068
001-00-11-233-20242	Tree Mitigation Bond	\$68,554
001-00-20-202-20000	Accounts Payable	\$213,310
001-00-20-202-20050	Due to Other Governments	\$43,029
001-00-20-202-20060	Due to State BTR	\$5,270
001-00-20-202-20078	Due to State DCA	\$3,578
Total Liabilities		<u>\$464,809</u>
Fund Balance		
001-00-28-284-28400	Fund Balance	\$1,541,008
001-00-99-999-28400	Restricted For Tree Mitigation	\$746,865
Total Fund Balance		<u>\$2,287,873</u>
Total Liabilities and Fund Balance		<u>\$2,752,682</u>

Town of Loxahatchee

Unaudited and Unadjusted Balance Sheet

At June 30, 2024

Item 2.

		<u>at June 30, 2024</u>
101 - Transporation Fund		
Assets		
101-00-10-101-10000	BU Pooled Cash	(\$332,796)
101-00-10-101-10010	Cash In Bank	\$260,435
101-00-13-131-13001	Due To/Due From General Fund	\$93,526
Total Assets		<u><u>\$21,165</u></u>
Liabilities and Fund Balance		
Fund Balance		
101-00-28-284-28400	Fund Balance	\$21,165
Total Fund Balance		<u><u>\$21,165</u></u>
Total Liabilities and Fund Balance		<u><u>\$21,165</u></u>

Town of Loxahatchee
Unaudited and Unadjusted Balance Sheet
At June 30, 2024

Item 2.

		<u>at June 30, 2024</u>
103 - Local Option Sales Tax (L.O.S.T) Fund		
Assets		
103-00-10-101-10000	BU Pooled Cash	(\$162,296)
103-00-13-131-13001	Due To/Due From General Fund	(\$618,893)
103-00-15-151-15100	Investment in FMIVT	\$886,337
Total Assets		<u>\$105,147</u>
Liabilities and Fund Balance		
Fund Balance		
103-00-28-284-28400	Fund Balance	\$105,147
Total Fund Balance		<u>\$105,147</u>
Total Liabilities and Fund Balance		<u>\$105,147</u>

Town of Loxahatchee
Unaudited and Unadjusted Balance Sheet
At June 30, 2024

Item 2.

		<u>at June 30, 2024</u>
105 - Water Control District		
Assets		
105-00-10-101-10000	BU Pooled Cash	(\$133,187)
105-00-10-101-10010	Cash In Bank	(\$39,774)
105-00-10-101-10011	Cash in Hand	\$300
105-00-11-101-10150	Accts REC	\$1,173
105-00-13-131-13001	Due To/From General Fund	\$1,231,624
105-00-13-131-13135	Due To/From C.I.P. Fund	\$34,554
105-00-15-151-15110	Investment in SBA	\$378
Total Assets		<u>\$1,095,069</u>
Liabilities and Fund Balance		
Liabilities		
105-00-20-202-20000	Accounts Payable	\$45,184
Total Liabilities		<u>\$45,184</u>
Fund Balance		
105-00-28-284-28400	Fund Balance	\$1,049,885
Total Fund Balance		<u>\$1,049,885</u>
Total Liabilities and Fund Balance		<u>\$1,095,069</u>

Town of Loxahatchee

Unaudited and Unadjusted Balance Sheet

At June 30, 2024

Item 2.

		<u>at June 30, 2024</u>
305 - Capital Improvement Project (C.I.P) Fund		
Assets		
305-00-10-101-10000	BU Pooled Cash	\$910,861
305-00-10-101-10010	Cash In Bank	\$508,613
305-00-13-131-13001	Due To/ Due From General Fund	(\$8,344)
305-00-13-131-13105	Due to/Due from WCD	(\$34,554)
Total Assets		<u>\$1,376,577</u>
Liabilities and Fund Balance		
Liabilities		
305-00-20-202-20000	Accounts Payable	\$5,917
305-00-20-202-20004	Retainage	(\$1,043)
Total Liabilities		<u>\$4,874</u>
Fund Balance		
305-00-28-284-28400	Fund Balance	\$1,371,703
Total Fund Balance		<u>\$1,371,703</u>
Total Liabilities and Fund Balance		<u>\$1,376,577</u>

Town of Loxahatchee
Unaudited and Unadjusted Balance Sheet
At June 30, 2024

Item 2.

			<u>at June 30, 2024</u>
405 - Solid Waste			
Assets			
405-00-10-101-10000	BU Pooled Cash		(\$58,796)
405-00-10-101-10010	Cash In Bank		\$22,680
405-00-13-131-13001	Due To/ Due From General Fund		\$550,228
Total Assets			<u><u>\$514,112</u></u>
Liabilities and Fund Balance			
Liabilities			
405-00-20-202-20000	Accounts Payable		\$11,866
Total Liabilities			<u><u>\$11,866</u></u>
Fund Balance			
405-00-28-284-28400	Fund Balance		\$502,246
Total Fund Balance			<u><u>\$502,246</u></u>
Total Liabilities and Fund Balance			<u><u>\$514,112</u></u>

Town of Loxahatchee
Budget to Actual
June 30, 2024

Item 2.

001 - General Fund

REVENUES

		June	YTD Through June 30	Budgeted	Balance	FY24 % Used Thru 6/30/24	FY23 % Used Thru 6/30/23
001-01-31-311-31000	Ad Valorem Taxes	\$0	\$1,440,827	\$1,502,208	\$61,381	95.91%	102.08%
001-01-31-314-31410	Electric Utility Tax	\$36,265	\$288,563	\$391,000	\$102,437	73.80%	117.97%
001-01-31-314-31480	Utility Service Tax- Propane	\$499	\$16,061	\$11,000	(\$5,061)	146.00%	98.12%
001-01-31-315-31500	Communication Services	\$7,652	\$62,225	\$94,000	\$31,775	66.20%	101.66%
001-01-31-316-31600	Local Business Tax	\$2,908	\$72,966	\$100,000	\$27,034	72.97%	92.98%
001-01-32-323-32310	FPL Franchise Fee	\$28,646	\$192,524	\$310,000	\$117,476	62.10%	131.34%
001-01-32-323-32330	PBC Water Utility Franchise	\$2,293	\$33,558	\$30,000	(\$3,558)	111.86%	192.12%
001-01-32-323-32360	PBC Sewer Utility Franchise	\$1,520	\$9,182	\$0	(\$9,182)	#DIV/0!	112.41%
001-01-32-323-32370	Solid Waste Franchise	\$17,285	\$143,205	\$190,000	\$46,795	75.37%	130.54%
001-01-32-323-32390	Hauler's Franchise Fee	\$0	\$2,938	\$6,800	\$3,862	43.21%	129.56%
001-01-32-329-32900	Building Permits	\$28,750	\$233,992	\$200,000	(\$33,992)	117.00%	96.95%
001-01-32-329-32901	Other Permits	\$0	\$0	\$60,000	\$59,950	0.08%	20.02%
001-01-32-329-32902	RV Registrations	\$0	\$0	\$0	\$0	#DIV/0!	0.00%
001-01-32-329-32903	Floodplain Development Application	\$0	\$7,750	\$0	(\$7,750)	#DIV/0!	0.00%
001-01-32-329-32905	Alarm Registration	\$281	\$3,694	\$0	(\$3,694)	#DIV/0!	NA
001-01-32-329-32906	Right of Way Permit	\$0	\$600	\$0	(\$600)	#DIV/0!	0.00%
001-01-32-341-34135	Administrative Charge Dependent District	\$0	\$172,500	\$172,500	\$0	100.00%	100.00%
001-01-33-335-35120	Municipal Revenue Sharing	\$7,088	\$56,707	\$86,000	\$29,293	65.94%	109.15%
001-01-33-335-35150	Alcoholic Beverage License Tax	\$0	\$1,021	\$6,000	\$4,979	17.01%	56.61%
001-01-33-335-35180	Half Cent Sales Tax	\$28,590	\$235,848	\$330,000	\$94,152	71.47%	119.03%
001-01-33-338-33800	Shared Revenue From Other Governments	\$248	\$4,812	\$0	(\$4,812)	#DIV/0!	NA
001-01-34-341-34000	General Government Charges	\$234	\$3,628	\$9,000	\$5,372	40.31%	68.09%
001-01-34-341-34180	Planning and Zoning Fees	\$250	\$32,509	\$0	(\$32,509)	#DIV/0!	0.00%
001-01-34-341-34190	Cost Recovery Fees	\$12,949	\$171,117	\$210,000	\$38,883	81.48%	106.13%
001-01-35-351-35150	Court Fines	\$610	\$3,624	\$0	(\$3,624)	#DIV/0!	327.55%
001-01-35-354-35400	Code Enforcement Fines	\$15,909	\$19,080	\$10,000	(\$9,080)	190.80%	501.28%
001-01-35-354-35401	Alarm Violation	\$0	\$244	\$0	(\$244)	#DIV/0!	NA
001-01-35-354-35410	Tree Mitigation	\$0	\$746,865	\$0	(\$746,865)	#DIV/0!	NA
001-01-35-354-35420	Tree Mitigation Fees	\$0	\$0	\$0	\$0	#DIV/0!	NA
001-01-36-361-36110	Interest	\$0	\$8,046	\$5,000	(\$3,046)	160.93%	483.17%
001-01-36-369-36990	Other Miscellaneous Revenue	\$0	\$1,586	\$1,000	(\$586)	158.60%	61.36%
001-01-38-381-38100	Transfer from Fund Balance	\$0	\$506,059	\$506,059	\$0	100.00%	NA
001-14-36-361-36110	Interest for FMIVT	\$0	\$4,994	\$0	(\$4,994)	#DIV/0!	515.42%
Total Revenues		\$191,978	\$4,476,773	\$4,230,567	(\$246,206)	105.82%	85.68%

Town of Loxahatchee
Budget to Actual
June 30, 2024

Item 2.

		June	YTD Through June 30	Budgeted	Balance	FY24 % Used Thru 6/30/24	FY23 % Used Thru 6/30/23
EXPENSES							
001-10-51-511-51200	Regular Salaries	\$3,750	\$33,750	\$45,000	\$11,250	75.00%	NA
001-10-51-511-52100	FICA Taxes	\$309	\$2,725	\$3,443	\$718	79.13%	NA
001-10-51-511-53100	Lobbying Services	\$0	\$43,386	\$70,000	\$26,614	61.98%	0.00%
001-10-51-511-53101	Town Council Legal Expenses	\$259	\$22,490	\$0	(\$22,490)	NA	NA
001-10-51-511-54000	Travel	\$0	\$1,129	\$5,000	\$3,871	22.59%	36.81%
001-10-51-511-55400	Books, Publications, Subscriptions	\$16	\$3,449	\$5,000	\$1,551	68.97%	101.63%
001-10-51-511-55500	Education & Training	\$2,420	\$2,420	\$3,000	\$580	80.67%	NA
001-10-51-511-58200	Special Events/ Contributions	\$0	\$11,152	\$10,000	(\$1,152)	111.52%	66.42%
001-12-51-512-51200	Regular Salaries	\$38,499	\$331,742	\$518,013	\$186,271	64.04%	105.10%
001-12-51-512-51400	Overtime	\$1,141	\$11,194	\$17,500	\$6,306	63.97%	31.17%
001-12-51-512-52100	FICA Taxes	\$2,888	\$25,049	\$39,628	\$14,579	63.21%	115.03%
001-12-51-512-52200	Retirement FRS	\$19,124	\$71,333	\$106,502	\$35,168	66.98%	117.54%
001-12-51-512-52300	Health and Life Insurance	\$9,453	\$39,423	\$53,366	\$13,944	73.87%	51.59%
001-12-51-512-52400	Worker's Compensation	\$0	\$2,552	\$1,805	(\$747)	141.40%	460.85%
001-12-51-512-53400	Other Services	\$0	\$16,804	\$3,000	(\$13,804)	560.14%	159.93%
001-12-51-512-54000	Travel	\$732	\$2,546	\$9,000	\$6,454	28.29%	67.09%
001-12-51-512-54200	Postage and Freight	\$0	\$467	\$3,000	\$2,533	15.57%	135.33%
001-12-51-512-54900	Other Operating Expenses (Misc.-Recording Fees)	\$534	\$8,407	\$8,000	(\$407)	105.08%	71.34%
001-12-51-512-54930	Election Expense	\$0	\$2,866	\$20,000	\$17,134	14.33%	2.42%
001-12-51-512-54960	Legal Advertising	\$0	\$4,762	\$5,000	\$238	95.23%	236.42%
001-12-51-512-54998	Undocumented P-Card	\$0	\$0	\$0	\$0	NA	0.00%
001-12-51-512-55100	Office Supplies	\$1,018	\$13,105	\$10,000	(\$3,105)	131.05%	240.67%
001-12-51-512-55400	Books, Publications, Subscriptions	\$100	\$9,729	\$6,000	(\$3,729)	162.15%	85.55%
001-12-51-512-55500	Education & Training	\$414	\$2,277	\$4,000	\$1,723	56.92%	107.35%
001-14-51-513-53110	Payroll Fees	\$637	\$6,276	\$8,000	\$1,724	78.45%	180.97%
001-14-51-513-53200	Accounting and Auditing	\$8,793	\$75,506	\$100,000	\$24,494	75.51%	213.48%
001-14-51-513-53300	Compliance Auditing	\$0	\$23,750	\$25,000	\$1,250	95.00%	NA
001-14-51-513-54910	Bank and Merchant Account Charges	\$2,060	\$12,600	\$10,000	(\$2,600)	126.00%	0.00%
001-16-51-514-53100	Legal Fees	\$0	\$152,286	\$175,000	\$22,714	87.02%	176.04%
001-18-51-515-51200	Regular Salaries	\$9,604	\$68,563	\$82,000	\$13,437	83.61%	NA
001-18-51-515-51400	Overtime	\$1,514	\$6,314	\$1,500	(\$4,814)	420.90%	NA
001-18-51-515-52100	FICA Taxes	\$851	\$5,863	\$6,388	\$525	91.78%	NA
001-18-51-515-52200	Retirement FRS	\$4,063	\$10,157	\$11,331	\$1,174	89.64%	NA
001-18-51-515-52300	Health and Life Insurance	\$1,746	\$6,237	\$9,319	\$3,082	66.93%	NA
001-18-51-515-52400	Worker's Compensation	\$0	\$0	\$134	\$134	0.00%	NA
001-18-51-518-53100	Professional Service- Building Inspection Services	\$5,000	\$30,720	\$65,000	\$34,280	47.26%	NA
001-18-51-515-55100	Office Supplies	\$0	\$0	\$0	\$0	NA	NA

Town of Loxahatchee
Budget to Actual
June 30, 2024

Item 2.

		June	YTD Through June 30	Budgeted	Balance	FY24 % Used Thru 6/30/24	FY23 % Used Thru 6/30/23
001-18-51-515-56400	Equipment or capital outlay	\$0	\$0	\$0	\$0	NA	NA
001-20-51-515-53400	Other Services- Planning Process	\$0	\$919	\$4,000	\$3,081	22.97%	0.00%
001-20-51-515-53420	Comprehensive Plan	\$2,625	\$23,412	\$30,000	\$6,588	78.04%	58.17%
001-20-51-515-53450	Planning & Zoning Contract	\$8,475	\$56,595	\$45,000	(\$11,595)	125.77%	143.20%
001-20-51-515-53451	Planner On Call	\$0	\$7,560	\$10,000	\$2,440	75.60%	12.86%
001-20-51-515-53490	Cost Recovery Expenditures	\$14,540	\$166,028	\$160,000	(\$6,028)	103.77%	130.42%
001-20-51-515-54960	Legal Advertising	\$0	\$1,355	\$9,500	\$8,145	14.26%	0.00%
001-22-51-519-51200	Regular Salaries	\$8,449	\$92,201	\$91,780	(\$421)	100.46%	0.00%
001-22-51-519-51400	Overtime	\$371	\$3,731	\$0	(\$3,731)	NA	0.00%
001-22-51-519-52100	FICA Taxes	\$670	\$7,436	\$7,021	(\$415)	105.90%	0.00%
001-22-51-519-52200	Retirement FRS	\$3,553	\$10,881	\$15,398	\$4,517	70.67%	0.00%
001-22-51-519-52300	Health and Life Insurance	\$2,086	\$11,339	\$15,060	\$3,720	75.30%	0.00%
001-22-51-519-52400	Workers' Compensation	\$0	\$5,757	\$4,071	(\$1,686)	141.42%	NA
001-22-51-519-53100	Professional Services - Legal	\$2,891	\$49,931	\$75,000	\$25,069	66.58%	0.00%
001-22-51-519-53150	Special Magistrate	\$956	\$8,270	\$25,000	\$16,730	33.08%	521.50%
001-22-51-519-53400	Other Services - Code	\$0	\$11,237	\$3,000	(\$8,237)	374.55%	15.00%
001-22-51-519-53491	Code Compliance Costs	\$88	\$3,213	\$0	(\$3,213)	NA	0.00%
001-22-51-519-54100	Legal Advertising	\$0	\$981	\$5,000	\$4,019	19.63%	0.00%
001-22-51-519-55500	Education & Training	\$0	\$1,375	\$1,000	(\$375)	137.50%	0.00%
001-22-51-519-56400	Machinery and Equipment	\$0	\$10,125	\$0	(\$10,125)	NA	NA
001-26-52-521-53410	Law Enforcement (PBSO)	\$55,008	\$550,077	\$661,000	\$110,923	83.22%	99.98%
001-31-51-519-54103	Cellular Services	\$280	\$4,365	\$7,500	\$3,135	58.20%	NA
001-31-51-519-54105	Website Costs	\$0	\$28,350	\$20,000	(\$8,350)	141.75%	NA
001-31-51-519-54107	Internet Service	\$0	\$3,041	\$12,000	\$8,959	25.34%	NA
001-31-51-519-54109	Computer Services, Node (0), Office 365	\$2,300	\$16,694	\$30,000	\$13,306	55.65%	NA
001-31-51-519-54922	Computer Subscription Services	\$14,918	\$49,674	\$30,000	(\$19,674)	165.58%	NA
001-32-51-519-53400	Other Service- Janitorial and Maintenance	\$125	\$21,335	\$20,000	(\$1,335)	106.68%	311.04%
001-32-51-519-54100	Communication Services	\$0	\$0	\$0	\$0	NA	41.24%
001-32-51-519-54300	Utilities	\$797	\$5,084	\$10,000	\$4,916	50.84%	90.66%
001-32-51-519-54440	Rental and Leases - Equip, Storage, etc	\$493	\$12,893	\$13,000	\$107	99.18%	57.13%
001-32-51-519-54500	Insurance other than Workers' Compensation	\$0	\$71,865	\$90,000	\$18,136	79.85%	58.42%
001-32-51-519-54600	Repair and Maintenance - Building	\$0	\$8,622	\$10,000	\$1,378	86.22%	54.88%
001-32-51-519-54910	Computer Hardware and Software	\$0	\$0	\$0	\$0	NA	163.41%
001-32-51-519-54920	Computer Services	\$0	\$2,284	\$0	(\$2,284)	NA	173.15%
001-78-51-519-58220	Loxahatchee Groves CERT	\$0	\$52	\$4,127	\$4,075	1.26%	NA
001-90-58-581-59000	Transfer to Fund Balance	\$0	\$0	\$61,328	\$61,328	0.00%	NA
001-90-58-581-59305	Transfer to C.I.P Fund	\$0	\$1,202,853	\$1,202,853	\$0	100.00%	168.73%
001-90-58-581-59405	Transfer to Solid Waste Fund	\$0	\$118,000	\$118,000	\$0	100.00%	100.00%
Total Expenses		\$233,547	\$3,628,563	\$4,230,567	\$602,004	85.77%	89.55%
Revenues Less Expenditures				\$848,210			
Less Restricted Revenue (Tree Mitigation)				(\$746,865)			
				\$101,345			

Town of Loxahatchee
Budget to Actual
June 30, 2024

Item 2.

101 - Transporation Fund

REVENUES

101-01-31-312-34100 1st Local option Fuel Tax (6c)
101-01-31-312-34200 2nd Local Option Fuel Tax(5c)
Total Revenues

June	YTD Through June 30	Budgeted	Balance	FY24 % Used Thru 6/30/24	FY23 % Used Thru 6/30/23
\$23,004	\$175,940	\$278,836	\$102,896	63.10%	100.58%
\$10,365	\$79,976	\$127,550	\$47,574	62.70%	99.86%
\$33,369	\$255,917	\$406,386	\$150,469	62.97%	67.23%

EXPENSES

101-40-54-541-54680 Town Roads Maintenance 6c
101-40-58-581-59105 Transfer to Roads and Drainage
101-40-58-581-59305 Transfer to C.I.P Fund
Total Expenses

\$0	\$0	\$0	\$0	0.00%	NA
\$0	\$107,200	\$278,836	\$171,636	38.45%	100.00%
\$0	\$127,550	\$127,550	\$0	100.00%	177.57%
\$0	\$234,750	\$406,386	\$171,636	57.77%	100%

Revenues Less Expenditures

\$21,166

Town of Loxahatchee
Budget to Actual
June 30, 2024

Item 2.

103- Local Option Sales Tax Fund

REVENUES

103-01-31-312-31260 Sales Tax Infrastructure
103-14-36-361-36110 Interest for FMIVT
Total Revenues

June	YTD Through June 30	Budgeted	Balance	FY24 % Used Thru 6/30/24	FY23 % Used Thru 6/30/23
\$23,598	\$233,939	\$334,000	\$100,061	70.04%	124.24%
\$0	\$29,462	\$0	(\$29,462)	0.00%	0.00%
\$23,598	\$263,401	\$334,000	\$70,599	78.86%	94.68%

EXPENSES

103-40-58-581-59305 Transfer to C.I.P Fund
Total Expenses

\$0	\$162,296	\$334,000	\$171,704	48.59%	251.81%
\$0	\$162,296	\$334,000	\$171,704	94.52%	100%

Revenues Less Expenditures

\$101,105

**Town of Loxahatchee
Budget to Actual
June 30, 2024**

Item 2.

105 - Water Control District

REVENUES

		June	YTD Through June 30	Budgeted	Balance	FY24 % Used Thru 6/30/24	FY23 % Used Thru 6/30/23
105-01-32-325-32510	Other Assessments	\$0	\$0	\$30,000	\$30,000	0.00%	NA
105-01-32-325-32520	Road and Canal Maintenance Assessment	\$20,163	\$1,470,895	\$1,560,164	\$89,269	94.28%	99.29%
105-01-32-325-32522	Discount Fees	\$0	(\$47,158)	(\$62,407)	(\$15,248)	75.57%	63.79%
105-01-32-325-36990	Other Assessments - PBCSB	\$0	\$2,558	\$3,000	\$442	85.25%	0.00%
105-01-36-361-36110	Interest-Assessments	\$605	\$1,867	\$0	(\$1,867)	NA	0.00%
105-01-36-364-36400	Sales - Equipment/Materials	\$0	\$61,500	\$0	(\$61,500)	NA	0.00%
105-01-36-369-36990	Miscellaneous Revenue	\$601	\$1,231	\$5,000	\$3,769	24.61%	140.57%
105-01-38-381-38100	Transfer from Fund Balance	\$0	\$945,041	\$945,041	\$0	100.00%	NA
105-01-38-381-38111	Contributions from Transportation Fund	\$0	\$107,200	\$278,836	\$171,636	38.45%	100.00%
105-01-38-384-38310	Issuance of Debt-Capital outlay lease	\$0	\$239,346	\$0	(\$239,346)	NA	0.00%
Total Revenues		\$21,369	\$2,782,479	\$2,759,634	(\$22,845)	100.83%	87.77%

Town of Loxahatchee
Budget to Actual
June 30, 2024

Item 2.

		June	YTD Through June 30	Budgeted	Balance	FY24 % Used Thru 6/30/24	FY23 % Used Thru 6/30/23
EXPENSES							
105-50-53-538-51200	Regular Salaries	\$38,637	\$383,287	\$575,068	\$191,780	66.65%	74.33%
105-50-53-538-51201	Salaries - Canal Bank Crew	\$11,867	\$98,573	\$114,400	\$15,827	86.17%	NA
105-50-53-538-51400	Overtime	\$2,178	\$21,892	\$18,500	(\$3,392)	118.33%	103.48%
105-50-53-538-51401	Overtime - Canal Bank Crew	\$49	\$2,621	\$0	(\$2,621)	NA	NA
105-50-53-538-51500	Special Pay	\$154	\$1,925	\$6,000	\$4,075	32.08%	73.12%
105-50-53-538-51501	Special Pay - Canal Restoration	\$0	\$616	\$0	(\$616)	NA	NA
105-50-53-538-52100	FICA Taxes	\$2,875	\$30,141	\$43,993	\$13,852	68.51%	78.78%
105-50-53-538-52101	FICA Taxes and Medicare Canal Bank Crew	\$883	\$7,593	\$8,751	\$1,158	86.76%	NA
105-50-53-538-52200	Retirement FRS	\$19,653	\$92,256	\$134,192	\$41,936	68.75%	84.81%
105-50-53-538-52201	Retirement FRS Canal Bank Crew	\$4,636	\$1,923	\$19,193	\$17,270	10.02%	NA
105-50-53-538-52300	Health and Life Insurance	\$17,194	\$107,924	\$58,925	(\$48,999)	183.15%	74.68%
105-50-53-538-52301	Health and Life Insurance Canal Bank Crew	\$5,757	(\$11,743)	\$12,604	\$24,347	(93.17%)	NA
105-50-53-538-52400	Worker's Compensation	\$0	\$26,894	\$27,792	\$899	96.77%	323.86%
105-50-53-538-52401	Workers' Compensation Canal Bank Crew	\$0	\$8,995	\$8,995	\$0	100.00%	NA
105-50-53-538-53102	Professional Service - Drug Test	\$25	\$1,060	\$2,000	\$940	53.00%	29.05%
105-50-53-538-53200	Accounting and Auditing	\$0	\$23,750	\$25,000	\$1,250	95.00%	46.73%
105-50-53-538-53400	Canal Bank Maintenance, non-Capital	\$8,547	\$54,943	\$55,000	\$57	99.90%	72.74%
105-50-53-538-53480	Other Services - PBC Admin Fee	\$208	\$13,571	\$15,602	\$2,031	86.98%	-4.61%
105-50-53-538-54100	Communication Services	\$2,967	\$34,369	\$24,000	(\$10,369)	143.20%	181.14%
105-50-53-538-54300	Utilities	\$3,190	\$12,934	\$14,000	\$1,066	92.39%	69.15%
105-50-53-538-54440	Rental and Leases - Equip, Storage, etc	\$12,533	\$207,698	\$303,000	\$95,302	68.55%	42.70%
105-50-53-538-54500	Insurance other than Workers' Compensation	\$0	\$66,823	\$60,000	(\$6,823)	111.37%	79.02%
105-50-53-538-54680	Repair and Maintenance Svc -	\$0	\$2,472	\$50,000	\$47,528	4.94%	80.45%
105-50-53-538-54901	Indirect Cost Allocations	\$0	\$172,500	\$172,500	\$0	100.00%	100.00%
105-50-53-538-54910	Computer hardware & Software	\$200	\$13,987	\$20,000	\$6,013	69.93%	205.60%
105-50-53-538-54980	Uniforms	\$1,849	\$11,153	\$2,000	(\$9,153)	557.63%	113.77%
105-50-53-538-55100	Office Supplies	\$273	\$10,430	\$1,000	(\$9,430)	1,042.98%	344.87%
105-50-53-538-55210	Fuel	\$3,191	\$31,805	\$47,276	\$15,471	67.28%	83.24%
105-50-53-538-55220	Lubricants	\$0	\$0	\$4,000	\$4,000	0.00%	9.20%
105-50-53-538-55400	Books, Publications, Subscriptions	\$0	\$2,230	\$2,000	(\$230)	111.49%	19.00%
105-50-53-538-55500	Education & Training	\$184	\$4,033	\$2,000	(\$2,033)	201.65%	53.06%
105-50-53-538-55599	Resilient Florida Grant Expense	\$0	\$0	\$0	\$0	NA	0.00%
105-50-53-538-56400	Machinery and Equipment	\$0	\$12,333	\$12,333	\$0	100.00%	0.00%
105-50-54-541-53400	Engineering	\$12,255	\$49,495	\$40,000	(\$9,495)	123.74%	0.00%
105-50-54-541-54440	Rental and Leases - Equip, Storage, etc	\$0	\$4,961	\$0	(\$4,961)	NA	0.00%
105-50-54-541-54670	Traffic Control Signs	\$5,611	\$16,162	\$28,996	\$12,834	55.74%	24.02%
105-50-54-541-54680	Repair and Maintenance - Machinery	\$3,692	\$63,365	\$40,000	(\$23,365)	158.41%	200.44%
105-50-54-541-55200	Operating Supplies	\$1,385	\$18,286	\$17,323	(\$963)	105.56%	58.26%
105-50-54-541-55300	Road Materials & Supplies	\$0	\$13,363	\$15,000	\$1,637	89.08%	113.60%
105-50-54-541-55310	Road Maintenance and Service	\$6,600	\$164,044	\$287,500	\$123,456	57.06%	94.98%
105-50-54-541-55500	Education & Training	\$85	\$1,617	\$1,000	(\$617)	161.66%	27.50%
105-50-54-541-56400	Capitalized Leases and Purchases of Equipment	\$0	\$240,304	\$0	(\$240,304)	NA	NA
105-50-54-541-57301	Other Debt Service Costs	\$0	\$0	\$5,000	\$5,000	0.00%	0.00%
105-50-54-541-59305	Transfer to C.I.P Fund	\$0	\$484,691	\$484,691	\$0	100.00%	0.00%
Total Expenses		\$166,677	\$2,505,275	\$2,759,634	\$254,360	90.78%	57.41%

Revenues Less Expenditures

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\$277,205

Town of Loxahatchee
Budget to Actual
June 30, 2024

Item 2.

June	YTD Through June 30	Budgeted	Balance	FY24 % Used Thru 6/30/24	FY23 % Used Thru 6/30/23
\$0	\$0	\$271,794	\$271,794	0.00%	NA
\$0	\$0	\$750,000	\$750,000	0.00%	NA
\$0	\$0	\$350,000	\$350,000	0.00%	NA
\$0	\$0	\$250,000	\$250,000	0.00%	0.00%
\$0	\$0	\$664,549	\$664,549	0.00%	NA
\$0	\$484,691	\$484,691	\$0	100.00%	0.00%
\$0	\$1,202,853	\$1,202,853	\$0	100.00%	314.39%
\$0	\$127,550	\$127,550	\$0	100.00%	177.57%
\$0	\$162,296	\$334,000	\$171,704	48.59%	251.81%
\$0	\$1,977,390	\$4,435,437	\$2,458,047	44.58%	35.19%

Town of Loxahatchee
Budget to Actual
June 30, 2024

Item 2.

EXPENSES

		June	YTD Through June 30	Budgeted	Balance	FY24 % Used Thru 6/30/24	FY23 % Used Thru 6/30/23
305-60-53-538-56334	Swales, Catch Basin, and Other Control Structures	\$0	\$5,395	\$0	(\$5,395)	NA	NA
305-60-53-538-56335	Miscellaneous Culver Failures/Emergency Repairs	\$0	\$0	\$0	\$0	NA	NA
305-60-53-538-56336	11th Terrace and D Road Bridge Culvert	\$0	\$2,390	\$126,000	\$123,611	1.90%	NA
305-60-53-538-56337	Restoration of Canal Banks	\$875	\$875	\$205,794	\$204,919	0.43%	NA
305-60-53-538-56338	Emergency Bank Stabilization of Collecting Canal	\$0	\$191,970	\$198,000	\$6,030	96.95%	NA
305-60-53-538-56348	B Road Culvert, FEMA, Funded Temp from Misc Culvert	\$0	\$134,910	\$125,700	(\$9,210)	107.33%	NA
305-60-53-538-56349	24th and E Culvert Repair, FEMA, Funded From 11th Terrace	\$0	\$110,830	\$126,000	\$15,170	87.96%	NA
305-60-53-538-56350	12th Pl. N. and F Rd Culvert Replacement	\$750	\$2,255	\$40,000	\$37,745	5.64%	NA
305-60-53-538-56351	F Rd. & Collecting Canal	\$0	\$0	\$436,300	\$436,300	0.00%	NA
305-60-53-538-56352	24th and F Rd.	\$0	\$2,173	\$136,700	\$134,528	1.59%	NA
305-60-53-538-56353	12th Place North	\$0	\$1,126	\$140,000	\$138,874	0.80%	NA
305-60-54-541-56101	West C (Gruber to Forest Lane)	\$0	\$0	\$77,673	\$77,673	0.00%	NA
305-60-54-541-56102	West D (Gruber to Bunny Lane)	\$0	\$0	\$69,000	\$69,000	0.00%	NA
305-60-54-541-56103	Global Trail	\$0	\$0	\$107,064	\$107,064	0.00%	NA
305-60-54-541-56104	Kerry Lane	\$0	\$0	\$79,563	\$79,563	0.00%	NA
305-60-54-541-56105	24th Fourth (E & W of F Road)	\$0	\$0	\$171,581	\$171,581	0.00%	NA
305-60-54-541-56106	161st Terrace North	\$0	\$0	\$473,965	\$473,965	0.00%	NA
305-60-54-541-56107	Gruber	\$0	\$0	\$120,133	\$120,133	0.00%	NA
305-60-54-541-56108	E Citrus	\$0	\$0	\$132,037	\$132,037	0.00%	NA
305-60-54-541-56109	147th	\$0	\$0	\$26,594	\$26,594	0.00%	NA
305-60-54-541-56110	B North and North Paving	\$0	\$0	\$230,641	\$230,641	0.00%	NA
305-60-54-541-56111	Casey Road Paving	\$0	\$0	\$187,878	\$187,878	0.00%	NA
305-60-54-541-56146	145th Avenue Paving Project	\$21,390	\$26,370	\$0	(\$26,370)	NA	NA
305-60-54-541-56147	Town Road Paving Project	\$0	\$0	\$0	\$0	NA	0.00%
305-60-54-541-56150	Culver - Replacement	\$0	\$0	\$0	\$0	NA	0.00%
305-60-54-541-56151	Culvert Collecting Canal and C	\$0	\$0	\$0	\$0	NA	0.00%
305-60-54-541-56152	Culvert E Rd and Collecting Canal	\$0	\$0	\$0	\$0	NA	0.00%
305-60-54-541-56153	Culvert replacement West D and Gruber	\$0	\$0	\$0	\$0	NA	0.00%
305-60-54-541-56154	161st and A Rd Bridge Culvert	\$0	\$112,050	\$108,000	(\$4,050)	103.75%	0.00%
305-60-54-541-56155	11th Ter and D Road Bridge Culvert	\$0	\$0	\$0	\$0	NA	0.00%
305-60-54-541-56156	C Road and Collecting Canal Equestrian Br. Culver	\$0	\$2,250	\$0	(\$2,250)	NA	0.00%
305-60-54-541-56157	Misc. Culvert failures/emergency repairs	\$0	\$0	\$0	\$0	NA	83.06%
305-60-54-541-56303	160th Ave N Road Paving	\$0	\$171	\$0	(\$171)	NA	109.00%
305-60-54-541-56305	E North To SN Road Paving	\$0	\$158,502	\$154,885	(\$3,617)	102.34%	17.61%
305-60-54-541-56306	E SN to NN Road Bed Rock	\$0	\$0	\$0	\$0	NA	183.82%
305-60-54-541-56307	West G Road Paving	\$0	\$79,452	\$97,500	\$18,048	81.49%	2.50%
305-60-54-541-56309	E S Okeechobee to CC Road Paving	\$0	\$715	\$0	(\$715)	NA	103.65%
305-60-54-541-56310	Roads & Streets - New Construction - 5c Collection Canal	\$0	\$0	\$0	\$0	NA	0.00%
305-60-54-541-56311	Folsom Road Paving	\$0	\$30,468	\$40,014	\$9,546	76.14%	33.31%
305-60-54-541-56313	Collecting Canal Multiyear	\$0	\$5,180	\$0	(\$5,180)	NA	100.23%
305-60-54-541-56314	Collection Canal Road Bed Rock	\$0	\$0	\$0	\$0	NA	78.56%
305-60-54-541-56315	South E and Citrus	\$0	\$0	\$35,000	\$35,000	0.00%	NA
305-60-54-541-56316	West C (Gruber to Forest Lane)	\$0	\$0	\$21,000	\$21,000	0.00%	NA

Town of Loxahatchee
Budget to Actual
June 30, 2024

Item 2.

		June	YTD Through June 30	Budgeted	Balance	FY24 % Used Thru 6/30/24	FY23 % Used Thru 6/30/23
305-60-54-541-56317	West D (Gruber to Forest Lane)	\$0	\$0	\$21,000	\$21,000	0.00%	NA
305-60-54-541-56318	E S to Southern	\$0	\$0	\$28,000	\$28,000	0.00%	NA
305-60-54-541-56319	Kerry Lane	\$0	\$0	\$10,500	\$10,500	0.00%	NA
305-60-54-541-56321	24th Fourth (E & W of F Road)	\$0	\$2,638	\$21,000	\$18,362	12.56%	NA
305-60-54-541-56322	Tangerine	\$0	\$0	\$35,000	\$35,000	0.00%	NA
305-60-54-541-56323	E Citrus	\$449	\$1,913	\$35,000	\$33,087	5.47%	NA
305-60-54-541-56324	147th	\$0	\$852	\$8,500	\$7,648	10.02%	NA
305-60-54-541-56325	161st Terrace North	\$0	\$35,980	\$105,000	\$69,020	34.27%	NA
305-60-54-541-56326	Casey Road	\$3,168	\$29,796	\$25,000	(\$4,796)	119.18%	NA
305-60-54-541-56327	Gruber	\$0	\$16,340	\$35,000	\$18,660	46.69%	NA
305-60-54-541-56328	B North	\$0	\$0	\$23,550	\$23,550	0.00%	NA
305-60-54-541-56329	West 25th	\$0	\$25,844	\$50,000	\$24,156	51.69%	NA
305-60-54-541-56400	Drainage	\$0	\$0	\$0	\$0	NA	0.00%
305-60-54-541-56541	Resiliency Grant Expenditures	\$16,532	\$288,007	\$350,000	\$61,993	82.29%	NA
Total Expenses		\$43,164	\$1,268,449	\$4,414,572	\$3,146,123	28.73%	64.47%
Revenues Less Expenditures		\$708,941					

Town of Loxahatchee
Budget to Actual
June 30, 2024

Item 2.

405 - Solid Waste

REVENUES

405-01-32-325-32520	Solid Waste Assessments	\$0	\$567,310	\$604,400	\$37,090	93.86%	99.85%
405-01-32-325-32522	Discount Fees	\$0	(\$19,482)	(\$24,176)	(\$4,694)	80.58%	63.60%
405-01-34-343-34300	SWA Recycling Income	\$0	\$0	\$500	\$500	0.00%	0.00%
405-01-36-361-36110	Interest	\$0	\$484	\$500	\$16	96.77%	207.97%
405-01-38-381-38110	Contribution from General Fund	\$0	\$118,000	\$118,000	\$0	100.00%	100.00%
Total Revenues		\$0	\$666,312	\$699,224	\$32,912	95.29%	96.97%

EXPENSES

405-70-53-534-53409	Other Sanitation Service	\$0	\$13,533	\$10,000	(\$3,533)	135.33%	42.72%
405-70-53-534-53440	Solid Waste Contract	\$0	\$398,186	\$682,804	\$284,618	58.32%	102.75%
405-70-53-534-53480	PBC Admin Fee 1%	\$0	\$4,805	\$6,044	\$1,239	79.50%	-16.51%
405-70-58-581-59000	Transfer to Fund Balance	\$0	\$0	\$376	\$376	0.00%	0.00%
Total Expenses		\$0	\$416,524	\$699,224	\$282,700	59.57%	76.00%

Revenues Less Expenditures

\$249,788

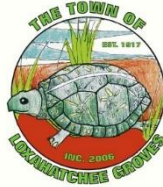
Vendor Activity Report, Over \$10,000

Item 2.

Vendor	Sum of All Payments
PBSO(Palm Beach Sheriffs Office)	\$550,076.70
Coastal Waste & Recycling	\$509,633.78
JW Cheatham LLC	\$405,966.77
Johnson-Davis, Inc	\$346,430.00
Keshavarz & Associates	\$289,326.41
Torcivia Donlon Goddeau & Ansay PA	\$252,905.35
Engenuity Group, Inc.	\$246,875.95
Florida Division of Retirement (FRS)	\$216,981.07
WBI Contracting of Palm Beach Inc	\$191,969.96
Florida Municipal Insurance Trust (FMIvT)	\$180,699.89
Florida Blue	\$161,545.63
Palm Beach Aggregates, LLC	\$158,365.44
HLSS III Lox, LLC	\$135,933.00
Land Research Management	\$103,687.78
United Rentals North America, Inc	\$74,040.13
Munilytics	\$67,267.98
Kiel Tree Service, Inc.	\$65,450.00
Santander Bank N A	\$55,425.92
John Deere Financial / Deere Credit, Inc.	\$54,796.57
Ronald L. Book, P.A.	\$43,333.28
CGP Agency, LLC	\$43,025.00
Caballero Fierman Llerena Garcia, LLP	\$41,500.00
Palmdale Oil Company Inc	\$31,775.33
Node0 IT LLC	\$30,313.79
Palm Beach County Thrift Shop	\$26,494.00
Hy-Byrd Inc	\$26,400.00
Aquatic Vegetation Control Inc	\$25,612.00
Civic Plus	\$22,569.21
Transystems	\$21,174.62
EquipmentShare.com Inc	\$20,533.00
Murray Logan Construction LLC	\$18,000.00
FPL	\$16,680.19
The Valiant Management Team LLC	\$16,075.00
Amazon	\$15,162.66
Anago Cleaning Systems	\$14,650.00
Al's Auto Repair	\$14,425.10
Complete Cities Planning Group, LLC	\$14,189.29
Debris Dog Inc	\$12,100.00
Ferguson	\$11,006.48
Cintas Corporation #283	\$10,956.64
Kelly Tractor Company	\$10,768.79
Total For Group	<u>\$4,554,122.71</u>

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Node 0 IT Professionals, IT Consultant

DATE: August 6, 2024

SUBJECT: Quarterly Report

Background:

As of this most recent time period we have done the following for the Town:

- Updated the network stability of the public works department with new Switches.
- Worked on cybersecurity training and best practices with Town Employees.
- Fully redid the Audio in the Council chambers to eliminate performance issues.

Recommendation:

Receive and file.



7/17/2024

Palm Beach County Fire Rescue

Loxahatchee Groves

04/01/2024 to 06/30/2024

Item 2.

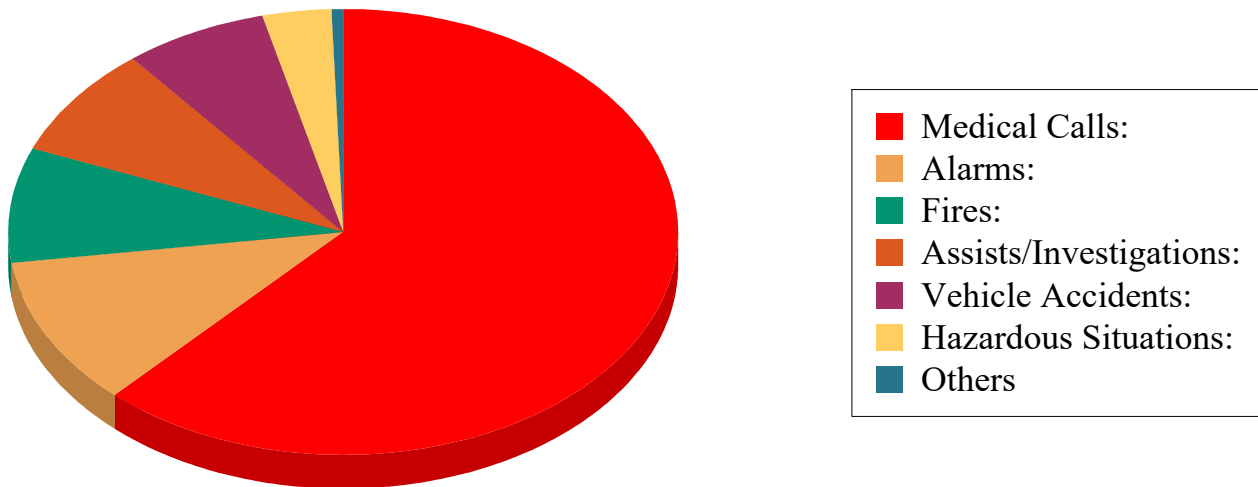
Average Response Times	Disp Hand	Turnout	Travel	Resp Time
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Emergency Calls:	<u>0:00:46</u>	<u>0:00:47</u>	<u>0:06:20</u>	<u>0:07:52</u>
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<u>Type - Situation Dispatched</u>	<u># of Incidents</u>	<u>%</u>
Medical Calls:	109	61.93%
Alarms:	19	10.80%
Fires:	15	8.52%
Assists/Investigations:	14	7.95%
Vehicle Accidents:	12	6.82%
Hazardous Situations:	6	3.41%
Others	1	0.57%
Total	<u>176</u>	<u>100.00%</u>

Calls by Situation Dispatched

Loxahatchee Groves





PBSO District 17

The Town of Loxahatchee Groves

Quarterly Report: April - June 2024

Calls for Service	Quarterly
Business / Residence Checks (Self-Initiated)	2,733
Traffic Stops (Self-Initiated)	727
Calls for Service (Excluding 1050's & 1061's)	670
All CAD Calls - Total	4,130

Traffic Summary	Quarterly
Written Warnings	602
Verbal Warnings	85
Citations	544
Total	1,231

Data Source: Motorola Premier 1 / TraCS
*Omit Miscellaneous Calls

Summary: During the months of April to June, there were **4,130** generated calls within the district and **84%** of these calls were self-initiated.

Crimes	Monthly
Homicide	0
Robbery	1
Sexual Assault	1
Shooting	0
Stabbing	0
Burglary Business	0
Burglary Construction	0
Burglary Residential	1
Burglary Vehicle	1
Larceny	5
Stolen Vehicles	1
Stolen Vehicle Recoveries	1
Vandalism	3
Fire (Arson only)	0
Total	14

Note: P1 is a dynamic system. Meaning that numbers can change from what was previously reported in the event there is a location or call type re-classification/modification.

Robbery:

Item 2.

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	ADDRESS	NOTATION
24061643	5/11/2024	5/11/2024 21:03	5/11/2024 23:55	6Th CT N	Cash stolen from the complainant's home. Deputy's investigation led to the discovery of the money. Case was determined unfounded.

Sexual Assault:

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	ADDRESS	NOTATION
24059175	5/4/2024	5/4/2024 18:30	5/4/2024 5:00	North Rd/ Sunsport Gardens	Victim reported being sexually assaulted at Sunsport Gardens while intoxicated. Victim was transported to JFK Hospital. TOT SVU.

Burglary Residential:

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	ADDRESS	NOTATION
24066688	5/28/2024	5/9/2024 12:00	5/28/2024 12:00	161 St Ter N	Unknown subjects damaged the entrance gate to complainant's property and stole tools and tractor accessories. Entered into teletype.

Burglary Vehicle:

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	ADDRESS	NOTATION
24066719	5/28/2024	5/26/2024 12:00	5/28/2024 17:00	B Rd	Unknown subjects stole complainant's scooter along with other property from inside her horse trailer. No CCTV. Scooter entered into teletype.

Larceny:

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	ADDRESS	NOTATION
24051729	4/10/2024	4/9/2024 0:00	4/9/2024 0:00	11th Ter	Garbage can was taken from victim's property. No CCTV.
24052368	4/12/2024	12/20/2023 0:00	1/9/2024 0:00	Collecting Canal Rd	Delayed report. Pipes stolen from a job site at Equestrian Services International. No CCTV/Witnesses.
24058430	5/1/2024	4/9/2024 20:00	4/9/2024 20:47	C Rd	Suspect entered the property and removed the complainant's horse and other items. Complainant recovered the items. CCTV available. Related to incident #202400370243 (S/66).
24062220	5/13/2024	4/9/2024 18:00	4/9/2024 0:00	C Rd	Delayed report. Suspect violated a horse-boarding contract and removed their horses from the property without paying, along with several horse apparel pieces.
24072053	6/15/2024	6/9/2024 17:00	6/15/2024 10:52	16169 Southern Blvd/ Piquet Entertainment	Delayed report: Unknown persons stole a go-cart engine. Pending CCTV.

Stolen Vehicle:

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	ADDRESS	NOTATION
24073007	6/18/2024	6/18/2024 14:30	6/18/2024 17:20	15439 Southern Blvd/ Aldi	2022 Red YNGF Scooter FL #MUHR49: Scooter taken from Aldi parking lot. Keys were inside. Complainant stated that he saw when the suspect took the scooter and fled. No CCTV. Update 7/01/2024: Vehicle found abandoned by WPBPD (CN 24-0011028).Towed by Sheehans Towing.

Stolen Vehicle Recovery:

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	ADDRESS	NOTATION
202400610228	6/13/2024			Tangerine Dr/ Loxahatchee Ave	2021 Silver\Orange U-Haul Trailer, KS #U1373KS: Tied to case #24035116. Found on the dirt road. Complainant advised that a customer returned the truck to them along with the keys. Complainant is not sure if one of his employees took the truck. He does not wish to file a report. Retrieved by owner.

Vandalism:

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	ADDRESS	NOTATION
24049190	4/2/2024	4/1/2024 21:00	4/2/2024 8:00	F Rd	Damage to an enclosed metal mailbox. Complainant advised that a previous incident occurred on May 3rd (ref. 24-039954). No CCTV.
24058628	5/2/2024	5/2/2024 0:00	5/2/2024 0:00	E RD	Residence's gate lock was cut off. Complainant has suspicions that a silver truck that was seen on the property two weeks ago may have been involved.
24059251	5/4/2024	4/26/2024 1:00	5/3/2024 2:00	Bryan Rd	Unknown person(s) caused damage to the complainant's truck fuel system and fender. Suspects also keyed and scratched graffiti down the side of the truck on the hood.



15845 Southern Boulevard, Loxahatchee, FL 33470
All CAD Incidents (excluding 10-61s)

Data Source: Motorola Premier 1

Incident Type	Incident Count
911 Hang-up	3
Alarm Government	1
Assault	1
Assist to Another Department	1
Fire	1
Hit and Run	1
Man Down/Sick Person	2
Motor Vehicle Crash	1
Total	11

There were (3) cases for the months of April-June 2024.

Note: P1 is a dynamic system. Meaning that numbers can change from what was previously reported in the event there is a location or call type re-classification/modification.

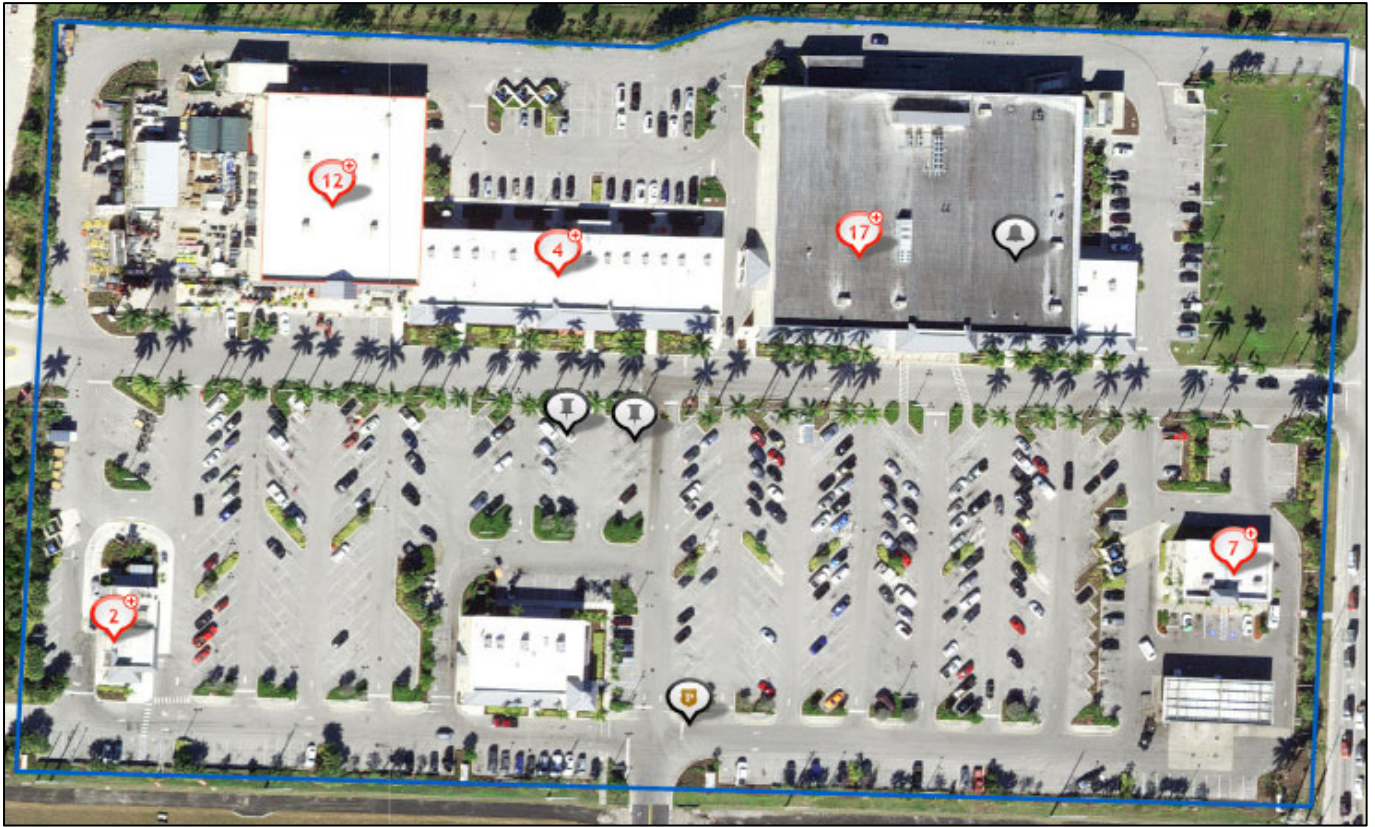
Item 2.

Southern Blvd and B Rd - Publix Plaza
All CAD Incidents excluding self-initiated calls

Data Source: Crimeview Dashboard

Incident Type	Incident Count
911 Hang-up	5
Accidental Injury	1
Alarm	2
Alarm Misc/Municipality	6
Animal Call	2
Assault	2
Disturbance	2
Disturbance In Progress	2
Domestic	1
Hit And Run	1
Juvenile Trouble	1
Man Down/Sick Person	1
Motor Vehicle Crash	4
Police Service Call	5
Problem Solving Traffic	1
Shoplifting	1
Special Detail	3
Suspicious Vehicle	1
Trespassing	3
Unwanted Guest	1
Welfare Check	1
Total	46

Publix Plaza Incidents Map





155 F Road Loxahatchee Groves, FL 33470

QUARTERLY REPORT: April – June 2024

Town Planning Consultant, Complete Cities Planning Group

- A. Development Applications:** The following applications have been submitted and are currently in the Development Review process:
- **444/556 B Road LUPA** – A land use plan amendment application to amend the future land use from Rural Residential (1 du/5 ac) to Commercial Low-Office.
 - **Piquet Sports** – Various land development applications in process to address long-standing non-compliance issues identified on the property. Exact applications required pending continued coordination with Town.
- B. Public Hearings:** The following applications have been processed for public hearings before the Planning and Zoning Board and Town Council:
- Groves at Town Center and Hotel - A comprehensive plan text amendment to revise the Special Policy located in the adopted Comprehensive Plan; a Master Plan Amendment; and two site plans for a proposed Hotel and Public Park. A Planning and Zoning Board meeting is anticipated in August 2024 with a first reading before the Council in September 2024 (including Text Amendment and Master Plan Amendment). The application requires transmittal of the text amendment to the state with an anticipated second reading in November 2024 (including quasi-items).
- C. Pre-Application Meetings:** The following pre-application items are anticipated to be submitted for review through the Development Review Meeting process, in the upcoming quarter:
- The Paddock - An RV resort-style project including community amenities, generally located east of C Road and south of Collecting Canal.
- D. Town Initiated Items:** The following Town-initiated items were drafted and reviewed by the Town Council:
- Debris management ordinance – An ordinance to amend the definition of Essential Services to reflect Debris Management as an Essential Service and to allow the use by Special Exception in the RR-5 zoning district. This ordinance failed due to concerns regarding impacts to the Town and maintenance of potential sites.
 - RV ordinance – An ordinance to amend the existing RV ordinance(s) to reflect current Town needs and known challenges. This ordinance will be heard by the Town Council in the third quarter.



155 F Road Loxahatchee Groves, FL 33470

- E. **Pre-Application Meetings:** Continued support on managing pre-application meetings with applicants.
- F. **Permitting:** Continued coordination with the Building Department to establish an efficient permit review process and integrate zoning review with the FDA process.



155 F Road Loxahatchee Groves, FL 33470

QUARTERLY REPORT: April – June 2024

Town Planning Consultant
Jim Fleischmann

- A. Planner on Call Telephone and Email Responses: 101 Phone and/or email responses** to Owners (37), Potential Buyers, (17), Agents/Consultants (35). And Government (12)

Topics with several inquiries included: Vegetation Removal Permits; Accessory Dwellings/Tiny Homes; Zoning District Permitted Uses and Setbacks; Bonafide Agriculture; Requests for a meeting on a property or issue; Lot combinations/splits;/address assignment; Application Approvals/Requirements; and Sign Permits

- B. Fee-Based Applications: 24:** Clearing Exemption – **12**; Clearing Waiver – **6** Clearing Exemption and Waiver – **1**; **Lot** Combination/Split – **1** Address Assignment – **1**; Zoning Confirmation Response – **3** Administrative Site Plan approval – **0**; Sign Permit – **0**.

- C. Cost Recovery Vegetation Removal Permits:** Sod Farm; 15211 Okeechobee; 1742 A Road.; 12918 Marcella.

- D. Planner on Call Meetings:** Manager, Project Coordinator, Attorney, Code Enforcement Directed, and Council Meeting Agenda Items, or Request by Manager to attend meetings with Owners, Potential Buyers, Real estate Agents or Developers, Ag Tourism Committee: **52.0 hours** (\$125/hr.).

- E. ULDC Update/Revision:** Article 87 (Vegetation Removal) : **8.5 hours** (\$125/hr.)

- F. EAR-Based Comp Plan Amendments: 48.5 hours** (\$125/hr.)

- G. Private Sector Cost Recovery Projects \$150/hr.):** Solar Sports GTC Town Center Pod application; RV Resort Workshop; Palm Beach Orthopedic Institute; Home 2 Suites GTC Hotel and Town Center pods; Brightview Site Plan/Vegetation Removal; Piquet Code Case and vegetation removal application.

- H. Subcontractor Payments:** Palm Beach Maps and Graphs, per Manager request; and Ecotone Services (Arborist Services for Code Cases and Site Inspections (\$3643)

TO: Francine Ramaglia

From: Jim Fleischmann

Re: Summary of Active Tree Removal Permits

Date: July 23, 2024

M E M O – Address or Project Name

1. 13710 Okeechobee (Brightworks) – Working on a common solution for trees removed both on the property and the Okeechobee R-O-W.
2. 15211 Okeechobee (Discovery Quest) – Completed VRP. Awaiting request for refund of cash mitigation deposit. Planted landscaping site visit completed. Conclusion – planting equals landscape plan. Staff recommends release of cash deposit. Discussed release conditions with Town Attorney and Project Manager.
3. Groves Town Center Phase III VRP – Application received. Review has not started as of this date.
4. Piquet VRP – Continue to work with applicant regarding mitigation plan. Close to a final submittal for staff review.
5. Applications returned to Applicant for additional information:
 1. 2812 F Road
 2. 970 D Road
 3. 14782 Gruber Lane
 4. 15532 43rd Ct. North - Exemption acknowledged; Waiver needs more data
 5. 1300 D Road (Conservation Easement) – Application in limbo. Need direction
 6. 1742 A Road – Completing arborist survey
 7. 16171 Williams – Visited property once. Needs drainage plans revision. Town Engineer accompanied first visit and is aware of the needed revisions
 8. 248 C Road – Discussed with Town Attorney. Checking with Code to determine status of any code issues.



Town of Loxahatchee Groves

Item 2.

155 F Rd. • Loxahatchee Groves, Florida 33470 • (561) 793-2418 Phone • (561) 793-2420 Fax •
www.loxahatcheegrovesfl.gov

Public Works Quarterly Report for the Second Quarter 2024

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

The Public Works Department is responsible for maintaining safe, quality roadways and drainage infrastructure for residents and visitors who live, work and travel throughout the Town.

The department's responsibilities encompass performing all needed repairs & maintenance related to roadway system including right-of-way/easement mowing, tree trimming, (excluding privately owned roads), traffic control, bridges, drainage system & structures, and responding to emergencies in order to keep the roadways and drainage infrastructure safe and operational.

Additionally, the Public Works Department is responsible for the emergency management function of the town including overseeing storm related debris removal and recovery functions.

Grading:

The total number of miles graded by Public Works in the month of April is: 91.37.

The total number of miles graded by Public Works in the month of May is: 113.14.

The total number of miles graded by Public Works in the month of June is: 94.96.

During the second quarter Public Works graded a total of 299.47 miles of unpaved roads throughout the town.

In the second quarter of 2024, Public Works Staff continued to apply base rock to the roads that are on the 2024 paving plan. This includes 161st Terr N. where 2,291.23 tons base rock was applied, Casey Rd where 1,555.27 tons of base rock were applied, Gruber Rd where 859.9 tons of base rock were applied, Staff has completed a large amount of work on road restoration to return the roads to be paved back to their state they were in when originally created using best

management practices and acceptable engineering standards. Public Works employed the services of a survey team to verify property corners and easement boundaries to better restore the roads prior to laying asphalt. Staff has also worked to make the remaining unpaved roads safe to navigate. Even with all of the work of staff, there are still a number of areas in the Town where work needs to be completed. Staff has evaluated the current grading scale after completing a road audit to ensure the road grading frequency is in line with the needs of the residents to the best of the Town's ability. The 2024 and tentative 2025 grading schedule is attached. Public Works and its staff are doing everything to provide the best service to our residents, increasing the frequency of grading on all unpaved roads under the purview of Public Works.

Mowing activities on Town roads and canal banks

Mowing operations continued during the second quarter of 2024 in accessible areas of the lettered roads including Folsom, north Okeechobee, and the Royal Palm Beach Pines Natural Area canal banks and flat surfaces were mowed by our crews. Additionally, our mowing crews continue the process of clearing our swales on side roads. In the second quarter of 2024, staff mowed 142.45 miles of canal bank, swale, and drainage ditches. Members of Town staff continue to remove large amounts of exotic overgrowth from the canal side properties so our equipment could better access the canal banks. Some of the roads completed this quarter include Bunny Ln, Upper North Rd, Lower North Rd, 12th Pl N, 11th Ln N, 25th Ct N East of F Rd, 22nd Ct N, 34th Pl N, and 19th St N. Our crews also cut the overhanging growth from A Rd from Collecting Canal to North Rd. To date, Public Works staff have removed over 200 tons of exotic tree debris from throughout the Town and the work continues. The department is working diligently to make the Town better, but it will take time to get it all done and keep up with it.

Canal and Culvert Maintenance

Public Works Management continues to review the canal banks and culverts throughout the town to better establish a priority list of culverts that are in need of repair or replacement. Public Works Management continues to locate and extend the culverts that were inadvertently buried under roads or canal banks. In the second quarter staff located multiple existing culverts that were buried in the canal banks. These culverts were exposed and extended to better serve the area. Management has advised the public that if a deficiency is discovered to notify the Department and it will be added to the list. In the second quarter the Department replaced three different failed culverts that had remained in place beyond their useful life. The culverts replaced were on A Rd, North of 161st Terr N, B Rd at Global Trail, and B Rd at Fortner. Public Works Staff procured the materials, replaced the pipe, and repaved the road. Management is also evaluating the Town to determine other culverts that need replacing or extending in the near future. Some of the culverts identified include Hyde Park between 852 and 958 and the North end of the Hyde Park pond, 3974 161st Terr N, 15410 North Rd, as well as other locations. Staff is going to also be required to reset the elevation of multiple culverts that were replaced but set to high. Those areas include Casey Rd and F Rd, and between 1104 and 1222 E Rd. Evaluations of other issues are being reviewed and staff is requesting any known issues known to residents please bring them to management so they can be reviewed and addressed.

Roads Repairs:

The Public Works department continues to monitor the paved road surfaces throughout the Town. As issues arise, our staff addresses them. In the last quarter staff have completed road edge repairs, not edge breaks, along F Rd to reinforce the road edges with road millings. Staff has also replaced or installed over 50 stop signs and installed or replaced multiple speed

limit signs throughout the Town

Solid Waste:

128 total complaints for both yard waste and residential waste were received between April 1, 2024 through June 30, 2024. The lowest month for complaints was the month of June, with a total of 14 complaints.

Coastal conducts 156,416 annual garbage pickups and picks up 469,248 cubic yards of annual vegetation and recycling pickup within the community.

The Town is working with Coastal to set up our annual amnesty day and send out a notice mailer to all residents as a reminder of the debris management amnesty day in anticipation of possible high wind weather activity on our community in the future.

Camera Program

The Town has been working with the Palm Beach County Sheriff's Office Real Time Crime Center personal to implement a camera program to aid in combating the illegal dumping epidemic that is plaguing our town. The Public Works Director met with Sargent Walters to discuss options for the Town. The agreement would be that the Town purchase and install the cameras and they be connected to the Real Time Crime Center. Then, if illegal dumping is discovered, the video can be reviewed to aid in identifying the perpetrator. The Public Works Director consulted with the camera company that can be synchronized with the Palm Beach County Sheriff's Office system. Currently staff is looking to cover the east and west ends of the town at Okeechobee Blvd. The Public Works Director is awaiting pricing, but the initial plan is to install license plate readers for folks entering and leaving the town at each end of Okeechobee Blvd. Staff is also looking at adding a live camera with the LPR's that would capture live video that would be recorded. All of these cameras would be used to assist Palm Beach County

Sheriff's Office with capturing vehicles dumping trash, tires, and other items in the town. The anticipated cost of the project is expected to be less than \$15,000 a year.

Exotic Tree and Debris Removal:

The Public Works Department and contractors have removed over 900 yards exotic trees, one large stump, and other plants that appear on the State of Florida Noxious Tree List this quarter. These include Australian Pines, Brazilian Pepper, Melaleuca, Acacia, and others from multiple areas around the Town. The sole purpose for the removal of this noninvasive vegetation is to assist staff in recovering the existing drainage swales, prevent property damage, and to make our community safer. Staff has completed the removal of exotic vegetation in the swales on Casey Rd, Global Trail, 161st Terrace, and Gruber. Additional work will be required to completely restore proper drainage to those areas. Management is still developing a plan to clear the exotic trees from around the pond on Hyde Park Road and convert the area to a conservation area to plant and establish native vegetation around the pond area. Additionally, staff is preparing to remediate the drainage swale from the Hyde Park pond to the F Rd canal to reestablish flow and remove the exotic overgrowth. The Public Works Director and Superintendent are developing a list of other drainage swales they will require work for the purpose of reestablishing proper drainage throughout the Town.

Non-plant Debris Removal

Staff continues to remove solicitation signs located along the roadways of the Town. The number per week has been reduced and some weeks there are none. It is believed those who are placing these signs understand the Town is not going to allow folks to pollute our Town. Staff continue to remove any signs not located on private property at least weekly.

Facility Maintenance

The Public Works Department has assumed the responsibility of maintaining and replacing the infrastructure held within the facilities owned by the Town. Staff is currently evaluating the existing systems at Town Hall to verify the current sizes are the correct units for the building. The process of budgeting for the replacement of the air conditioning units at Town Hall will be solidified once the assessment is completed. The air conditioner unit at Public Works is also under evaluation. Our locksmith has successfully rekeyed the public works facility and enhanced the locks for gates and other ancillary facilities. The public address system at Town Hall was repaired and is functioning properly. Additional security enhancements are under review at both Town Hall and Public Works. Some of the enhancements include automated security gates with access controls to public works, access control system with card readers and autolocking door to both facilities, and higher security doors at town hall. Other projects under consideration include the replacement of the parking lot light fixtures, installing timers on the porch lights, and enhancing the lighting controls in the building. Other considerations to improve security is to install cameras at Town Hall and enhance the existing cameras at Public Works to increase their visibility and capabilities.

Okeechobee Corridor

After multiple conversations with Palm Beach County officials, the Town is responsible for the road maintenance along the Okeechobee corridor. Public Works Management has reviewed the needs along this corridor and the following has been either completed or in the process of improving the safety of travelers along this corridor. Road crossing signs, equestrian area signs as well as other signs are under review and upon approval of a contract for a sign manufacturer, will be ordered and installed throughout the corridor. The existing fire department sign is broken,

one of the sign assemblies is missing and in need of replacement. Based on what documents staff could locate, this assembly has not worked since at least 2016. Staff has solicited pricing to replace the fire department flashing sign assembly. The current pricing is around \$10,000 and the item is shown in the FY25 budget. Staff recently put forward and obtained approval with a contractor for striping. In the near future a proposal will be brought forward to restripe Okeechobee Blvd and its intersections. The addition of crosswalks with illuminated flashing crosswalk signs for both pedestrians and equestrian travelers traversing the Okeechobee corridor has been studied and pricing obtained. The budgetary cost to add this feature is estimated to approach \$100,000 to complete. In the FY25 budget, we have included four of these signs to start the process and make it a multiyear project that will place crosswalk signs at every intersection of the town at Okeechobee Blvd.

Capital Improvements

Johnson Davis has replaced the culvert pipe at the intersections of 11th Terrace and D Rd. A purchase order has been approved for the replacement of the culvert at 12th Place North and F Rd. A resident has requested the standard 40' culvert be made 60' and replace and lengthen the 24" across 12th Place North. Once the resident contribution and change order approved, the contractor will order the 60' long 96" culvert pipe for 12th Place North. Providing the approvals are completed as scheduled, the project should commence on or around the month of October. The Notice to Proceed for this years paving project will be issued in the coming days for the segments listed below.

1. 161st Terrace North
2. Casey Road
3. East Citrus Drive

4. 147th Avenue North
5. 24th Court East of F Rd
6. 25th Court West of F Rd
7. Gruber Road

The order shown is informational and the final paving order will be determined by staff and the contractor during the preconstruction meeting. That meeting will be scheduled prior to the issuance of the Notice to Proceed.

Public Works is currently evaluating the FY25 Capital Plan and once solidified, will be part of the budget process. Projects that are being proposed in the FY25 budget include the paving of A Rd, Collecting Canal, as well as the gap road remaining from the FY23 paving plan. Culvert replacements proposed for FY25 include F Rd and Collecting Canal, Bunny Ln and D Rd, 25th Place North and D Rd, W B Rd and North of Okeechobee Blvd, and Kerry Ln and F Rd. These projects will be presented in budget hearings and will be further considered based on budget availability. Staff is also evaluating the culvert at Folsom and 25th to increase the width to make the area easier to navigate for residents and guests.

Purchasing and Procurement

Staff is currently researching various agreements with other municipalities and other resources to fulfill the needs of the Town and Public Works. This quarter, Odoms Sod for the procurement of sod and sod installation services was approved by Town Council. Staff has submitted the purchase order to the vendor to order our 2025 14-yard dump truck. Staff has sent to surplus multiple pieces of equipment not used by Public Works. These items sold for over \$160,000 and this revenue will be used to gather the funding to obtain items that will be used by staff to complete the various projects throughout the town. Staff has researched and is presenting the

purchase of a Sany excavator for use in the restoration of the ditches and drainage throughout the town. This will save the Town rental fees once procured. The Johnson Davis contract has expired. Staff is reviewing options for future culvert replacement projects. At this point, once the FY25 budget is passed, the Public Works Director will compile all of the culvert work to be completed by a contractor and proceed with bidding process. The culverts at the intersection of F Rd/Collecting Canal Rd/6th Court N. are currently in design and proposals are being obtained for the design of the remaining FY25 culverts. The Public Works Department has developed an agreement with Al's Auto Care to provide major maintenance to our vehicles that cannot be done by our internal staff. This best interest contract should be brought forward to the next council meeting.

Grant Research and Evaluation

Staff is researching various avenues to apply for and obtain grants from multiple sources. Those sources include FEMA, the Florida Department of Emergency Management, Palm Beach County, as well as others. Currently, staff is adding to the Palm Beach County Local Mitigation Strategy to begin the process of obtaining grants from FEMA and FDEM. A few of the items include:

1. Replacement of the existing public works pavilion with a structure that can withstand a high velocity windstorm event, thereby protecting the Town's assets and employees during an event.
2. Procuring and installing new generators, transfer switches, and other ancillary items for both public works and town hall.
3. Renewal and/or replacement of the A Road and Folsum canal SCADA and telemetry systems.

4. Renewal and/or replacement of the D Road gates and pump assemblies SCADA and telemetry systems.
5. Provide design for and procure adjustable weir structures for the entire canal system north of Okeechobee Blvd.
6. Provide design for and procure a pumping system to provide the ability to move water north of Okeechobee Blvd.
7. Obtain design for and install the infrastructure for the area of Citrus Dr, Tangerine Dr, East Citrus Dr, and Orange Ave to improve stormwater drainage and improve the roadway system.
8. Obtain a standard design for a retaining wall system for the existing canal system to improve the capacity of the canal system, make the roads safer, and reduce the maintenance burden of staff throughout the town.
9. Provide revenue to contract with a company to remove debris from the existing stormwater conveyance system to improve functionality and capacity.

Emergency Management

The Public Works Director, who also serves as the Director of Emergency Management, is working with other staff and our CERT partners to complete the updates of the Town of Loxahatchee Groves Emergency Management Plan for 2024. Some of the updates include the addition of a glossary section and including all disaster types. Utilizing the best management practices from FEMA, the Director will establish and clear and concise chain of command following the Incident Command System. A meeting is being set up in the coming weeks with our CERT partners and staff to go over the plan and provide for a clear line of communication before the threat of a disaster is imminent.

Gas Tax Map Audit

The Public Works Director has completed a detailed review of the gas tax map. This work includes evaluating all of the road segments that the town is currently receiving revenue for. The process for this evaluation includes reviewing the recorded plat as well as the unrecorded plats, using the segment lines to identify the lengths, placing these into a spreadsheet so the totals can be evaluated. Once this work is complete, the public works department will have a document that is comprehensive and thorough. The audited gas map indicates the Town has 56.595 miles of roads which the Town of Loxahatchee Groves Public Works Department is responsible for. Of those, 28.663 miles are currently paved, and 27.932 miles are unpaved.

Staffing

The Public Works Department is currently staffed by 12 employees. There is currently two openings for a General Maintenance Worker. The list of positions are listed below:

- 1 – Director of Public Works
- 1 – Superintendent of Public Works
- 3 – Public Service Worker III
- 3 – Public Service Worker II
- 1 - Public Service Worker I
- 3 – General Maintenance Worker
- 1 – Public Works Coordinator

Crews are divided into four teams. Ground Maintenance, Draining Improvements, Road Stabilization and Grading, and Canal Bank Stabilization.

Ground Maintenance will be responsible for mowing all canal banks and right of way paths and equestrian paths. They are further responsible for trimming and grubbing areas of the town that

impede equipment, equestrian, or vehicle traffic throughout the Town. A portion of their responsibility is to assist in the maintenance of equipment and inventory of rolling assets as well as consumable items used by Public Works staff. This team will also begin clearing the neighborhood drainage ditches to improve water flow and aid in preventing flooding.

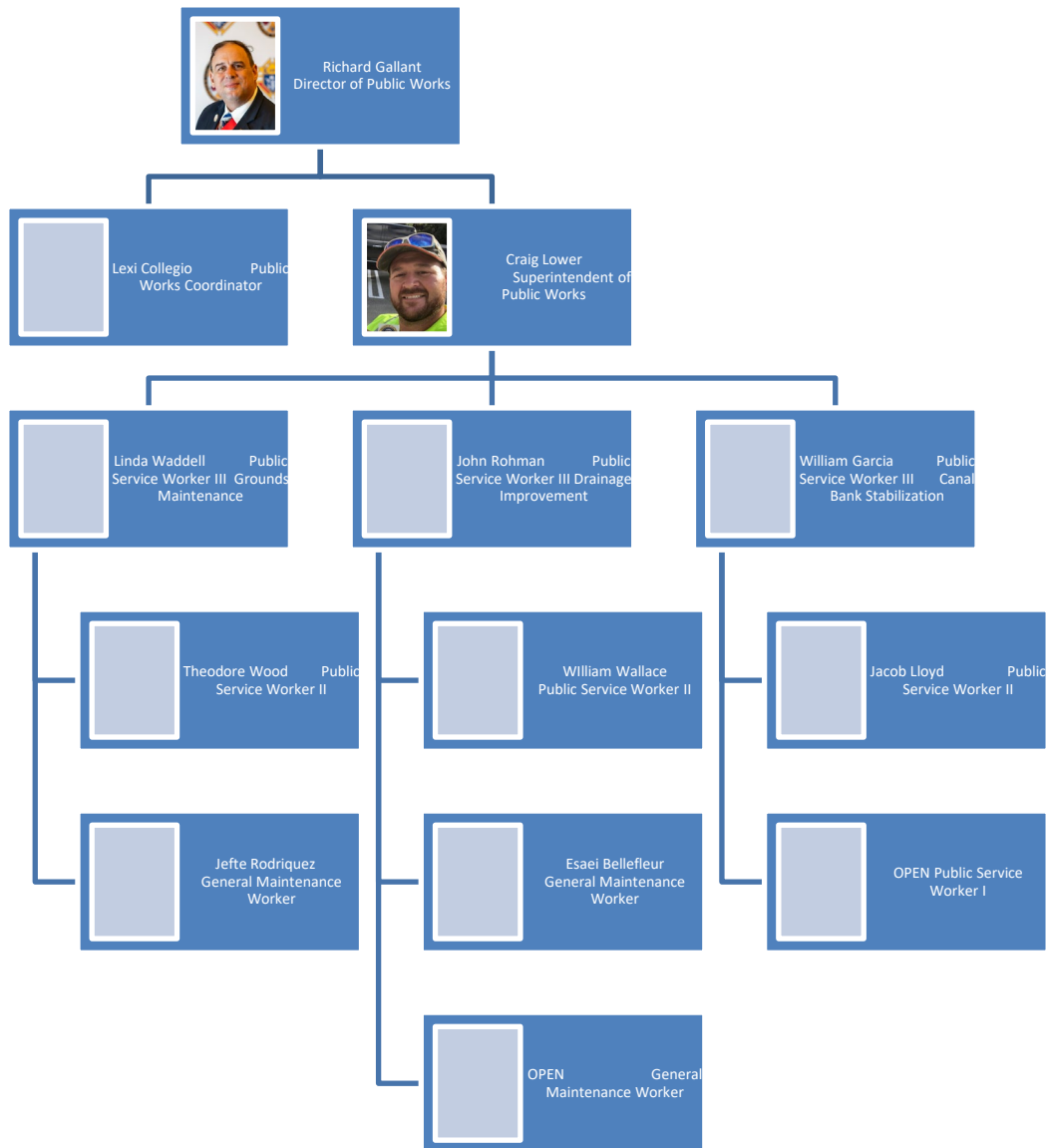
The Drainage Improvement team is responsible for the maintenance and installation of culverts throughout the Town. They are further responsible for the removal of sediment in the drainage system. This team also responds to drainage structure issues and necessitates any repairs and maintenance to those structures.

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

The Road Stabilization and Grading crew is responsible for the timely grading of all unpaved roads in the Town. They are responsible for advising supervision of potential failures and areas where added material is required. Once scheduled by supervision, the Road Stabilization and Grading crew is charged with the application of the material to increase the stabilization of the road.

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

Other initiatives the Public Works Director has been working on moving forward is the update to the Comprehensive Emergency Management Plan as the Emergency Management Director. The training of public works staff on safety items as well as proper operation and maintenance of the equipment used by the department.



Staff Training and Development

Public Works management is currently evaluating the talents of our staff and how the Town can enhance those talents to improve the abilities of that staff. Currently weekly safety meetings are

held to discuss pending field issues and the concerns of the staff. At this meeting, a safety topic is discussed and covered to provide knowledge to the public works staff with the objective in reducing injuries on the job. Management is evaluating a CDL program to encourage employees to obtain their CDL to better serve the town and expand the resources available to drive the Town's larger equipment. Currently two of our staff members are in the final stages of completing their CDL training and should be fully licensed no later than the end of the third quarter. Our suppliers are being tapped to provide training on the use of our equipment from the manufacturers. Preventive maintenance training is also a topic from the manufacturers. Human Resources has put together a program for all employees that will include wellness, ergonomics, drug free workplace, ethics, as well as others. Safety related topics include Hazard Communication, Heat Stress, Personal Protective Equipment, Trenching and Excavation, Slips, Trips, and Falls, and Equipment Spotter Training.

Equipment Mileage or Hours:

The water pump operated a total of 87.15 hours during the second quarter of 2024. The hours were equally divided throughout the quarter. The water pump currently has 2283.9 hours on it. During that time Public Works consumed 2,679 gallons of Off-Road Diesel, 147.2 gallons of Ultra Low Sulfur Diesel, and 660 gallons of 87 Octane Unleaded Fuel.

2024 Outlook Update

The next twelve months in the Town of Loxahatchee Groves will see some significant improvements under the leadership of its new Public Works Director, Superintendent, and staff. Below is an update on the list of items that the Director brought last quarter in which the Department is focusing on completing prior to the end of the fiscal year.

- PURCHASE ORDER ISSUED Enhance communication with the field staff by either

procuring radios for the existing 400 MHz system or looking into systems like First Net.

- IN PROCESS Create a fleet maintenance system to ensure the rolling assets the Town owns is properly maintained and documented.
- IN PROCESS Public Works staff will be preparing the 2024 paving plan project roads through enhancing and stabilizing the existing road base as well as removing of exotic trees and bushes.
- IN PROCESS Public Works staff will be working closely with FPL to complete the repairs of the damaged culverts caused by FPL's directional boring efforts.
- IN PROCESS Public Works staff will be completing 8,000 feet of canal bank stabilization after WBI has completed their work.
- IN PROCESS Public Works staff is working on establishing master agreements for various services including, exotic tree removal, irrigation services, fuel procurement, culvert cleaning, canal cleaning, computer and media components, communication services, FHWA MUTCD sign and supporting equipment procurement, equipment rentals, as well as other items to make purchasing more streamlined.

Additional items that are under review or additional goals for FY24/25

- Receive our 2025 Freightliner Dump Truck
- Obtain approval for a Sany Mini Excavator
- Deploying trail cameras to assist with illegal dumping issues

To facilitate some of this work Public Works will have to temporarily close roads and lower the canal levels. Public Works management is currently using multiple methods to notify the public of these activities. These methods include an all staff email, including Town Council members, our current reverse 911 call/text system, the Town's Facebook page or other social media used

by the Town.

Service interruptions will be minimized to the best of the ability of the crews completing the work. There will be times in which roads may need to be closed during an unscheduled repair. It is the intent of staff to provide as much notification as possible during such events.

Vehicle List

Town of Loxahatchee Groves Vehicle and Rolling Equipment Inventory				
Vehicle Number	Vehicle Year	Vehicle Make	Vehicle Model	Total Hours
0510	2006	Ford	F250	381
0710	2007	John Deere	5325	0
1110	2011	Ford	F450	491
1111	2011	Ford	F250	1221
1201	2012	Felling	FT-20-2 LP	N/A
1311	2013	John Deere	220D W	15
1411	2014	John Deere	5055E	1741.6
1412	2014	New Holland	L225	18.2
1510	2015	John Deere	XUV855D	3364
1511	2015	Ford	F250	918.55
1512	2015	John Deere	D105	6.2
1513	2015	Scag	SH61V-25KVD	4
1610	2016	Ford	F250	968
1611	2016	Ford	Explorer	355.9
1710	2017	Ford	Escape	407.2
1810	2018	Triple Crown	5 x 10	N/A
1910	2019	John Deere	5075E	5
2110	2021	Kubota	M6S111D	896.2
2210	2022	Caterpillar	450	77.4
2211	2022	John Deere	620G	274.75
2212	2022	Novae, LLC	Duel Axle	N/A
2301	2023	Evergreen	Aspen	435
			Water Pump	87.15

Culvert and Catch Basin Replacement List

Culverts & Catch Basin to Replace/Install										
Priority	Location/Reference	Pipe Cost	Mobilization	Associated Labor & Costs	Restoration Materials	Catch Basin Cost	Total	Size	Length	Summary
1	F Rd & Collecting Canal	\$198,000.00	\$9,100.00	\$33,500.00	\$195,710.00		\$436,310.00	96"72"/24"	60'	Replace due to imminent failure
1	958 Hyde Pak Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20	18"	40'	Failing pipe, North side of pond
1	958 Hyde Pak Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20	18"	40'	Failing pipe, East side of pond
1	3974 161st TER N	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20	18"	40'	Damage pipe, replace before paving
1	2749 ARd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$8,847.20	18"	40'	Install pipe for road drainage, under Lakeside Dr
1	14702 North Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$8,847.20	18"	40'	Install pipe for road drainage, under 147th ave
1	3975 147th AVE N	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$8,847.20	18"	40'	Install pipe for road drainage, under North Rd
1	1584 F Rd & Casey Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20	18"	40'	Replace pipe for canal drainage
1	Kerry LN & F Rd	\$60,000.00	\$6,000.00	\$8,530.00	\$53,800.00		\$128,330.00	96"	40'	Culvert Replacement Plan
2	1225 D Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20	18"	40'	Pipe needs to be redirected
2	13556 North Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20	18"	40'	install pipe for road drainage, under North Rd
2	15410 North Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20	18"	40'	FPL Damaged pipe
2	Bunny Ln & D Rd	\$60,000.00	\$6,000.00	\$8,530.00	\$53,800.00		\$128,330.00	96"	40'	Culvert Replacement Plan
2	25th PI N & D Rd	\$40,000.00	\$6,000.00	\$8,530.00	\$53,800.00		\$108,330.00	72"	40'	Culvert Replacement Plan
2	W B Rd North of Okeechobee	\$40,000.00	\$6,000.00	\$8,530.00	\$53,800.00		\$108,330.00	72"	40'	Culvert Replacement Plan
3	South E, 1222 E Rd	\$1,702.80	\$2,000.00	\$2,530.00	\$1,184.00		\$7,416.80	24"	40'	Pipe was installed to high, needs to be dropped 12"
3	South E, 1222 E Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20	18"	40'	Pipe was covered when the road widened
3	North B, 15405 Fortner Dr	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20	18"	40'	Pipe was covered when the road widened
3	1531 W C Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20	18"	40'	Pipe is to short going into canal, south side of property
3	15030 Timberlane Pl	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20	18"	40'	Pipe is to short going into canal, south side of property
3	G Rd W & North Rd	\$4,902.80	\$2,000.00	\$2,530.00	\$1,184.00		\$10,616.80	48"	40'	Replace pipe for canal drainage
3	154 Temple Dr	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20	18"	40'	Replace pipe for canal drainage
3	125 Temple dr	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20	18"	40'	Replace pipe for canal drainage
3	Folsom Rd & 25th St N	\$7,353.00	\$2,000.00	\$8,530.00	\$1,184.00		\$19,067.00	48"	60'	Culvert Replacement Plan
3	14659 Collecting Canal Rd		\$2,000.00	\$2,530.00	\$1,184.00		\$5,714.00			Repair and Extend pipe that buried from paving project
3	12873 Collecting Canal Rd		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	12955 Collecting Canal Rd		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	13252 Collecting Canal Rd		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	14165 Collecting Canal Rd		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	14281 Collecting Canal Rd		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	14439 Collecting Canal Rd		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	14599 Collecting Canal Rd		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	14717 Collecting Canal Rd		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	15045 Collecting Canal Rd		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	15409 Collecting Canal Rd		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	3057 E Rd N		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	3123 E Rd N		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	3255 E Rd N		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	3509 E Rd N		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	3653 E Rd N		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	3701 E Rd N		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	3766 E Rd N		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	2365 Folsom Rd		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	2585 G Rd W		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	2659 G Rd W		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	2763 G Rd W		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
3	13038 North Rd		\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00			Install Catch Basin for FY23 paving
	Total						\$1,238,625.80			

Drainage Ditch Clearing and Remediation List

Drainage Ditch Clearing and Remediation					
Road	Length (Miles)	Labor	Material	Equipment	Total
161st Terr N	1.817	\$ 4,605.00	\$ 36,456.29	\$ 7,291.26	\$48,352.55
Lakeside Dr	0.137	\$ 347.21	\$ 2,748.77	\$ 549.75	\$ 3,645.73
Hyde Park Rd	0.546	\$ 1,383.78	\$ 10,954.94	\$ 2,190.99	\$14,529.72
Hyde Park to F Canal	0.244	\$ 618.39	\$ 4,895.62	\$ 979.12	\$ 6,493.13
Gruber Ln	0.489	\$ 1,239.32	\$ 9,811.30	\$ 1,962.26	\$13,012.88
Casey Rd	0.732	\$ 1,855.18	\$ 14,686.85	\$ 2,937.37	\$19,479.40
Los Angeles Dr	0.244	\$ 618.39	\$ 4,895.62	\$ 979.12	\$ 6,493.13
San Diego Dr	0.244	\$ 618.39	\$ 4,895.62	\$ 979.12	\$ 6,493.13
Global Trail Side	1	\$ 2,534.40	\$ 20,064.00	\$ 4,012.80	\$26,611.20
Temple Dr	0.089	\$ 225.56	\$ 1,785.70	\$ 357.14	\$ 2,368.40
E Rd South of Collecting	0.41	\$ 1,039.10	\$ 8,226.24	\$ 1,645.25	\$10,910.59
Tangerine Dr	0.49	\$ 1,241.86	\$ 9,831.36	\$ 1,966.27	\$13,039.49
Orange Ave	0.072	\$ 182.48	\$ 1,444.61	\$ 288.92	\$ 1,916.01
Valencia Dr	0.125	\$ 316.80	\$ 2,508.00	\$ 501.60	\$ 3,326.40
Loxahatchee Ave	0.244	\$ 618.39	\$ 4,895.62	\$ 979.12	\$ 6,493.13
Citrus Dr	0.264	\$ 669.08	\$ 5,296.90	\$ 1,059.38	\$ 7,025.36
E Citrus Dr	0.481	\$ 1,219.05	\$ 9,650.78	\$ 1,930.16	\$12,799.99
160th St N	0.379	\$ 960.54	\$ 7,604.26	\$ 1,520.85	\$10,085.64
162nd Dr N	1.45	\$ 3,674.88	\$ 29,092.80	\$ 5,818.56	\$38,586.24
Total	9.457	\$23,967.82	\$189,745.25	\$37,949.05	
Grand Total	\$ 251,662.12				

Grading Cost Analysis

Grading Cost Analysis		
Average Cost per Hour	\$ 41.62	
Days Worked		
January	18	
February	16	
March	17	
April	17	
May	18	
June	16	
July	17	
August	18	
September	16	
October	18	
November	17	
December	16	
Total Days Grading	204	
Average Days per Month	17	
Fuel Costs	\$ 3.72	Dollars
Fuel Consumed per Month	1479.48	Gallons
Average Fuel per Day	\$ 87.03	Dollars
Grader Lease per Year	\$ 50,000.00	
Average Cost per Working Day	\$ 245.10	
Average Cost per Hour per Day	\$ 416.20	
Average Fuel per Day	\$ 87.03	
Average Lease Cost per Day	\$ 245.10	
Average Maintenance per Day	\$ 21.38	
Total Cost per Day	\$ 769.71	
Monthly Costs		
Main Roads	Side Roads	Small Roads
\$ 6,157.68	\$ 3,078.84	\$ 769.71
Per Year	\$157,020.72	

July 2024

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

Item 2.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	1	2 GRADING ZONE 1 ROADS BI-WEEKLY	3 GRADING ZONE 2 ROADS WEEKLY	4 Independence Day	5 GRADING ZONE 1 ROADS BI-WEEKLY	6
7	8	9 GRADING ZONE 1 ROADS BI-WEEKLY	10 GRADING ZONE 2 ROADS WEEKLY	11 GRADING ZONE 4 ROADS MONTHLY	12 GRADING ZONE 1 ROADS BI-WEEKLY	13
14	15	16 GRADING ZONE 1 ROADS BI-WEEKLY	17 GRADING ZONE 2 ROADS WEEKLY	18 GRADING ZONE 5 ROADS MONTHLY	19 GRADING ZONE 1 ROADS BI-WEEKLY	20
21	22	23 GRADING ZONE 1 ROADS BI-WEEKLY	24 GRADING ZONE 2 ROADS WEEKLY	25 GRADING ZONE 6 ROADS MONTHLY	26 GRADING ZONE 1 ROADS BI-WEEKLY	27
28	29	30 GRADING ZONE 1 ROADS BI-WEEKLY	31 GRADING ZONE 2 ROADS WEEKLY	1 GRADING ZONE 3 ROADS MONTHLY	2 GRADING ZONE 1 ROADS BI-WEEKLY	3
4	5	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				
1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles						
2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51						
3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles						
4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles						
5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles						
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles						

August 2024

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

Item 2.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30 GRADING ZONE 1 ROADS BI-WEEKLY	31 GRADING ZONE 2 ROADS WEEKLY	1 GRADING ZONE 3 ROADS MONTHLY	2 GRADING ZONE 1 ROADS BI-WEEKLY	3
4	5	6 GRADING ZONE 1 ROADS BI-WEEKLY	7 GRADING ZONE 2 ROADS WEEKLY	8 GRADING ZONE 4 ROADS MONTHLY	9 GRADING ZONE 1 ROADS BI-WEEKLY	10
11	12	13 GRADING ZONE 1 ROADS BI-WEEKLY	14 GRADING ZONE 2 ROADS WEEKLY	15 GRADING ZONE 5 ROADS MONTHLY	16 GRADING ZONE 1 ROADS BI-WEEKLY	17
18	19	20 GRADING ZONE 1 ROADS BI-WEEKLY	21 GRADING ZONE 2 ROADS WEEKLY	22 GRADING ZONE 6 ROADS MONTHLY	23 GRADING ZONE 1 ROADS BI-WEEKLY	24
25	26	27 GRADING ZONE 1 ROADS BI-WEEKLY	28 GRADING ZONE 2 ROADS WEEKLY	29 MAKE UP DAY	30 GRADING ZONE 1 ROADS BI-WEEKLY	31
1	2	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				
1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles						
2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51						
3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles						
4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles						
5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles						
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles						

September 2024

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

Item 2.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Labor Day	3 GRADING ZONE 1 ROADS BI-WEEKLY	4 GRADING ZONE 2 ROADS WEEKLY	5 GRADING ZONE 3 ROADS MONTHLY	6 GRADING ZONE 1 ROADS BI-WEEKLY	7
8	9	10 GRADING ZONE 1 ROADS BI-WEEKLY	11 GRADING ZONE 2 ROADS WEEKLY	12 GRADING ZONE 4 ROADS MONTHLY	13 GRADING ZONE 1 ROADS BI-WEEKLY	14
15	16	17 GRADING ZONE 1 ROADS BI-WEEKLY	18 GRADING ZONE 2 ROADS WEEKLY	19 GRADING ZONE 5 ROADS MONTHLY	20 GRADING ZONE 1 ROADS BI-WEEKLY	21
22	23	24 GRADING ZONE 1 ROADS BI-WEEKLY	25 GRADING ZONE 2 ROADS WEEKLY	26 GRADING ZONE 6 ROADS MONTHLY	27 GRADING ZONE 1 ROADS BI-WEEKLY	28
29	30	1 GRADING ZONE 1 ROADS BI-WEEKLY	2 GRADING ZONE 2 ROADS WEEKLY	3 GRADING ZONE 3 ROADS MONTHLY	4 GRADING ZONE 1 ROADS BI-WEEKLY	5
6	7	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				
1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles						
2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51						
3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles						
4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles						
5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles						
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles						

October 2024

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

Item 2.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	1 GRADING ZONE 1 ROADS BI-WEEKLY	2 GRADING ZONE 2 ROADS WEEKLY	3 GRADING ZONE 3 ROADS MONTHLY	4 GRADING ZONE 1 ROADS BI-WEEKLY	5
6	7	8 GRADING ZONE 1 ROADS BI-WEEKLY	9 GRADING ZONE 2 ROADS WEEKLY	10 GRADING ZONE 4 ROADS MONTHLY	11 GRADING ZONE 1 ROADS BI-WEEKLY	12
13	14	15 GRADING ZONE 1 ROADS BI-WEEKLY	16 GRADING ZONE 2 ROADS WEEKLY	17 GRADING ZONE 5 ROADS MONTHLY	18 GRADING ZONE 1 ROADS BI-WEEKLY	19
20	21	22 GRADING ZONE 1 ROADS BI-WEEKLY	23 GRADING ZONE 2 ROADS WEEKLY	24 GRADING ZONE 6 ROADS MONTHLY	25 GRADING ZONE 1 ROADS BI-WEEKLY	26
27	28	29 GRADING ZONE 1 ROADS BI-WEEKLY	30 GRADING ZONE 2 ROADS WEEKLY	31 MAKE UP DAY	1 GRADING ZONE 1 ROADS BI-WEEKLY	2
3	4	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				
1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles						
2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51						
3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles						
4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles						
5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles						
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles						

November 2024

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

Item 2.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29 GRADING ZONE 1 ROADS BI-WEEKLY	30 GRADING ZONE 2 ROADS WEEKLY	31 MAKE UP DAY	1 GRADING ZONE 1 ROADS BI-WEEKLY	2
3	4	5 GRADING ZONE 1 ROADS BI-WEEKLY	6 GRADING ZONE 2 ROADS WEEKLY	7 GRADING ZONE 3 ROADS MONTHLY	8 GRADING ZONE 1 ROADS BI-WEEKLY	9
10	11 Veteran's Day	12 GRADING ZONE 1 ROADS BI-WEEKLY	13 GRADING ZONE 2 ROADS WEEKLY	14 GRADING ZONE 4 ROADS MONTHLY	15 GRADING ZONE 1 ROADS BI-WEEKLY	16
17	18	19 GRADING ZONE 1 ROADS BI-WEEKLY	20 GRADING ZONE 2 ROADS WEEKLY	21 GRADING ZONE 5 ROADS MONTHLY	22 GRADING ZONE 1 ROADS BI-WEEKLY	23
24	25 GRADING ZONE 6 ROADS MONTHLY	26 GRADING ZONE 1 ROADS BI-WEEKLY	27 GRADING ZONE 2 ROADS WEEKLY	28 Thanksgiving Day	29 Day After Thanksgiving Day	30 GRADING ZONE 1 ROADS BI-WEEKLY IF REQUIRED
1	2	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				
1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles						
2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51						
3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles						
4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles						
5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles						
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles						

December 2024

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

Item 2.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 GRADING ZONE 1 ROADS BI-WEEKLY	4 GRADING ZONE 2 ROADS WEEKLY	5 GRADING ZONE 3 ROADS MONTHLY	6 GRADING ZONE 1 ROADS BI-WEEKLY	7
8	9	10 GRADING ZONE 1 ROADS BI-WEEKLY	11 GRADING ZONE 2 ROADS WEEKLY	12 GRADING ZONE 4 ROADS MONTHLY	13 GRADING ZONE 1 ROADS BI-WEEKLY	14
15	16	17 GRADING ZONE 1 ROADS BI-WEEKLY	18 GRADING ZONE 2 ROADS WEEKLY	19 GRADING ZONE 5 ROADS MONTHLY	20 GRADING ZONE 1 ROADS BI-WEEKLY	21
22	23 GRADING ZONE 1 ROADS BI-WEEKLY	24 Christmas Eve	25 Christmas Day	26 GRADING ZONE 6 ROADS MONTHLY	27 GRADING ZONE 1 ROADS BI-WEEKLY	28
29	30	31 GRADING ZONE 1 ROADS BI-WEEKLY	1 GRADING ZONE 2 ROADS WEEKLY	2 GRADING ZONE 3 ROADS MONTHLY	3 GRADING ZONE 1 ROADS BI-WEEKLY	4
5	6	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				
1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles						
2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51						
3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles						
4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles						
5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles						
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles						

January 2025

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

Item 2.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	31 GRADING ZONE 1 ROADS BI-WEEKLY	1 New Year's Day	2 GRADING ZONE 3 ROADS MONTHLY	3 GRADING ZONE 1 ROADS BI-WEEKLY	4
5	6	7 GRADING ZONE 1 ROADS BI-WEEKLY	8 GRADING ZONE 2 ROADS WEEKLY	9 GRADING ZONE 4 ROADS MONTHLY	10 GRADING ZONE 1 ROADS BI-WEEKLY	11
12	13	14 GRADING ZONE 1 ROADS BI-WEEKLY	15 GRADING ZONE 2 ROADS WEEKLY	16 GRADING ZONE 5 ROADS MONTHLY	17 GRADING ZONE 1 ROADS BI-WEEKLY	18
19	20 Martin Luther King, Jr. Day	21 GRADING ZONE 1 ROADS BI-WEEKLY	22 GRADING ZONE 2 ROADS WEEKLY	23 GRADING ZONE 6 ROADS MONTHLY	24 GRADING ZONE 1 ROADS BI-WEEKLY	25
26	27	28 GRADING ZONE 1 ROADS BI-WEEKLY	29 GRADING ZONE 2 ROADS WEEKLY	30 MAKE UP DAY	31 GRADING ZONE 1 ROADS BI-WEEKLY	1
2	3	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				
1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles						
2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51						
3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles						
4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles						
5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles						
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles						

February 2025

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

Item 2.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28 GRADING ZONE 1 ROADS BI-WEEKLY	29 GRADING ZONE 2 ROADS WEEKLY	30 MAKE UP DAY	31 GRADING ZONE 1 ROADS BI-WEEKLY	1
2	3	4 GRADING ZONE 1 ROADS BI-WEEKLY	5 GRADING ZONE 2 ROADS WEEKLY	6 GRADING ZONE 3 ROADS MONTHLY	7 GRADING ZONE 1 ROADS BI-WEEKLY	8
9	10	11 GRADING ZONE 1 ROADS BI-WEEKLY	12 GRADING ZONE 2 ROADS WEEKLY	13 GRADING ZONE 4 ROADS MONTHLY	14 GRADING ZONE 1 ROADS BI-WEEKLY	15
16	17 Presidents Day	18 GRADING ZONE 1 ROADS BI-WEEKLY	19 GRADING ZONE 2 ROADS WEEKLY	20 GRADING ZONE 5 ROADS MONTHLY	21 GRADING ZONE 1 ROADS BI-WEEKLY	22
23	24	25 GRADING ZONE 1 ROADS BI-WEEKLY	26 GRADING ZONE 2 ROADS WEEKLY	27 GRADING ZONE 6 ROADS MONTHLY	28 GRADING ZONE 1 ROADS BI-WEEKLY	1
2	3	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				
1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles						
2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51						
3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles						
4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles						
5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles						
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles						

March 2025

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

Item 2.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
23	24	25 GRADING ZONE 1 ROADS BI-WEEKLY	26 GRADING ZONE 2 ROADS WEEKLY	27 GRADING ZONE 6 ROADS MONTHLY	28 GRADING ZONE 1 ROADS BI-WEEKLY	1
2	3	4 GRADING ZONE 1 ROADS BI-WEEKLY	5 GRADING ZONE 2 ROADS WEEKLY	6 GRADING ZONE 3 ROADS MONTHLY	7 GRADING ZONE 1 ROADS BI-WEEKLY	8
9	10	11 GRADING ZONE 1 ROADS BI-WEEKLY	12 GRADING ZONE 2 ROADS WEEKLY	13 GRADING ZONE 4 ROADS MONTHLY	14 GRADING ZONE 1 ROADS BI-WEEKLY	15
16	17	18 GRADING ZONE 1 ROADS BI-WEEKLY	19 GRADING ZONE 2 ROADS WEEKLY	20 GRADING ZONE 5 ROADS MONTHLY	21 GRADING ZONE 1 ROADS BI-WEEKLY	22
23	24	25 GRADING ZONE 1 ROADS BI-WEEKLY	26 GRADING ZONE 2 ROADS WEEKLY	27 GRADING ZONE 6 ROADS MONTHLY	28 GRADING ZONE 1 ROADS BI-WEEKLY	29
30	31	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				
1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles						
2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51						
3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles						
4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles						
5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles						
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles						

April 2025

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

Item 2.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	1 GRADING ZONE 1 ROADS BI-WEEKLY	2 GRADING ZONE 2 ROADS WEEKLY	3 GRADING ZONE 3 ROADS MONTHLY	4 GRADING ZONE 1 ROADS BI-WEEKLY	5
6	7	8 GRADING ZONE 1 ROADS BI-WEEKLY	9 GRADING ZONE 2 ROADS WEEKLY	10 GRADING ZONE 4 ROADS MONTHLY	11 GRADING ZONE 1 ROADS BI-WEEKLY	12
13	14	15 GRADING ZONE 1 ROADS BI-WEEKLY	16 GRADING ZONE 2 ROADS WEEKLY	17 GRADING ZONE 5 ROADS MONTHLY	18 GRADING ZONE 1 ROADS BI-WEEKLY	19
20	21	22 GRADING ZONE 1 ROADS BI-WEEKLY	23 GRADING ZONE 2 ROADS WEEKLY	24 GRADING ZONE 6 ROADS MONTHLY	25 GRADING ZONE 1 ROADS BI-WEEKLY	26
27	28	29 GRADING ZONE 1 ROADS BI-WEEKLY	30 GRADING ZONE 2 ROADS WEEKLY	1 GRADING ZONE 3 ROADS MONTHLY	2 GRADING ZONE 1 ROADS BI-WEEKLY	3
4	5	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				
1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles						
2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51						
3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles						
4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles						
5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles						
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles						

May 2025

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

Item 2.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29 GRADING ZONE 1 ROADS BI-WEEKLY	30 GRADING ZONE 2 ROADS WEEKLY	1 GRADING ZONE 3 ROADS MONTHLY	2 GRADING ZONE 1 ROADS BI-WEEKLY	3
4	5	6 GRADING ZONE 1 ROADS BI-WEEKLY	7 GRADING ZONE 2 ROADS WEEKLY	8 GRADING ZONE 4 ROADS MONTHLY	9 GRADING ZONE 1 ROADS BI-WEEKLY	10
11	12	13 GRADING ZONE 1 ROADS BI-WEEKLY	14 GRADING ZONE 2 ROADS WEEKLY	15 GRADING ZONE 5 ROADS MONTHLY	16 GRADING ZONE 1 ROADS BI-WEEKLY	17
18	19	20 GRADING ZONE 1 ROADS BI-WEEKLY	21 GRADING ZONE 2 ROADS WEEKLY	22 GRADING ZONE 6 ROADS MONTHLY	23 GRADING ZONE 1 ROADS BI-WEEKLY	24
25	26 Memorial Day	27 GRADING ZONE 1 ROADS BI-WEEKLY	28 GRADING ZONE 2 ROADS WEEKLY	29 MAKE UP DAY	30 GRADING ZONE 1 ROADS BI-WEEKLY	31
1	2	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				
1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles						
2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51						
3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles						
4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles						
5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles						
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles						

June 2025

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

Item 2.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 GRADING ZONE 1 ROADS BI-WEEKLY	4 GRADING ZONE 2 ROADS WEEKLY	5 GRADING ZONE 3 ROADS MONTHLY	6 GRADING ZONE 1 ROADS BI-WEEKLY	7
8	9	10 GRADING ZONE 1 ROADS BI-WEEKLY	11 GRADING ZONE 2 ROADS WEEKLY	12 GRADING ZONE 4 ROADS MONTHLY	13 GRADING ZONE 1 ROADS BI-WEEKLY	14
15	16	17 GRADING ZONE 1 ROADS BI-WEEKLY	18 GRADING ZONE 2 ROADS WEEKLY	19 GRADING ZONE 5 ROADS MONTHLY	20 GRADING ZONE 1 ROADS BI-WEEKLY	21
22	23	24 GRADING ZONE 1 ROADS BI-WEEKLY	25 GRADING ZONE 2 ROADS WEEKLY	26 GRADING ZONE 6 ROADS MONTHLY	27 GRADING ZONE 1 ROADS BI-WEEKLY	28
29	30	1 GRADING ZONE 1 ROADS BI-WEEKLY	2 GRADING ZONE 2 ROADS WEEKLY	3 GRADING ZONE 3 ROADS MONTHLY	4 GRADING ZONE 1 ROADS BI-WEEKLY	5
6	7	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				
1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles						
2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51						
3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles						
4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles						
5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles						
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles						

July 2025

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

Item 2.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	1 GRADING ZONE 1 ROADS BI-WEEKLY	2 GRADING ZONE 2 ROADS WEEKLY	3 GRADING ZONE 4 ROADS MONTHLY	4 Independence Day	5
6	7	8 GRADING ZONE 1 ROADS BI-WEEKLY	9 GRADING ZONE 2 ROADS WEEKLY	10 GRADING ZONE 5 ROADS MONTHLY	11 GRADING ZONE 1 ROADS BI-WEEKLY	12
13	14	15 GRADING ZONE 1 ROADS BI-WEEKLY	16 GRADING ZONE 2 ROADS WEEKLY	17 GRADING ZONE 6 ROADS MONTHLY	18 GRADING ZONE 1 ROADS BI-WEEKLY	19
20	21	22 GRADING ZONE 1 ROADS BI-WEEKLY	23 GRADING ZONE 2 ROADS WEEKLY	24 GRADING ZONE 3 ROADS MONTHLY	25 GRADING ZONE 1 ROADS BI-WEEKLY	26
27	28	29 GRADING ZONE 1 ROADS BI-WEEKLY	30 GRADING ZONE 2 ROADS WEEKLY	31 MAKE UP DAY	1 GRADING ZONE 1 ROADS BI-WEEKLY	2
3	4	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				
1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles						
2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51						
3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles						
4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles						
5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles						
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles						

August 2025

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

Item 2.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29 GRADING ZONE 1 ROADS BI-WEEKLY	30 GRADING ZONE 2 ROADS WEEKLY	31 MAKE UP DAY	1 GRADING ZONE 1 ROADS BI-WEEKLY	2
3	4	5 GRADING ZONE 1 ROADS BI-WEEKLY	6 GRADING ZONE 2 ROADS WEEKLY	7 GRADING ZONE 3 ROADS MONTHLY	8 GRADING ZONE 1 ROADS BI-WEEKLY	9
10	11	12 GRADING ZONE 1 ROADS BI-WEEKLY	13 GRADING ZONE 2 ROADS WEEKLY	14 GRADING ZONE 4 ROADS MONTHLY	15 GRADING ZONE 1 ROADS BI-WEEKLY	16
17	18	19 GRADING ZONE 1 ROADS BI-WEEKLY	20 GRADING ZONE 2 ROADS WEEKLY	21 GRADING ZONE 5 ROADS MONTHLY	22 GRADING ZONE 1 ROADS BI-WEEKLY	23
24	25	26 GRADING ZONE 1 ROADS BI-WEEKLY	27 GRADING ZONE 2 ROADS WEEKLY	28 GRADING ZONE 6 ROADS MONTHLY	29 GRADING ZONE 1 ROADS BI-WEEKLY	30
31	1	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				
1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles						
2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51						
3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles						
4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles						
5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles						
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles						

September 2025

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

Item 2.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	1 Labor Day	2 GRADING ZONE 1 ROADS BI-WEEKLY	3 GRADING ZONE 2 ROADS WEEKLY	4 GRADING ZONE 3 ROADS MONTHLY	5 GRADING ZONE 1 ROADS BI-WEEKLY	6
7	8	9 GRADING ZONE 1 ROADS BI-WEEKLY	10 GRADING ZONE 2 ROADS WEEKLY	11 GRADING ZONE 4 ROADS MONTHLY	12 GRADING ZONE 1 ROADS BI-WEEKLY	13
14	15	16 GRADING ZONE 1 ROADS BI-WEEKLY	17 GRADING ZONE 2 ROADS WEEKLY	18 GRADING ZONE 5 ROADS MONTHLY	19 GRADING ZONE 1 ROADS BI-WEEKLY	20
21	22	23 GRADING ZONE 1 ROADS BI-WEEKLY	24 GRADING ZONE 2 ROADS WEEKLY	25 GRADING ZONE 6 ROADS MONTHLY	26 GRADING ZONE 1 ROADS BI-WEEKLY	27
28	29	30 GRADING ZONE 1 ROADS BI-WEEKLY	1 GRADING ZONE 2 ROADS WEEKLY	2 GRADING ZONE 3 ROADS MONTHLY	3 GRADING ZONE 1 ROADS BI-WEEKLY	4
5	6	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				
1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles						
2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51						
3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles						
4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles						
5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles						
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles						

October 2025

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

Item 2.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30 GRADING ZONE 1 ROADS BI-WEEKLY	1 GRADING ZONE 2 ROADS WEEKLY	2 GRADING ZONE 3 ROADS MONTHLY	3 GRADING ZONE 1 ROADS BI-WEEKLY	4
5	6	7 GRADING ZONE 1 ROADS BI-WEEKLY	8 GRADING ZONE 2 ROADS WEEKLY	9 GRADING ZONE 4 ROADS MONTHLY	10 GRADING ZONE 1 ROADS BI-WEEKLY	11
12	13	14 GRADING ZONE 1 ROADS BI-WEEKLY	15 GRADING ZONE 2 ROADS WEEKLY	16 GRADING ZONE 5 ROADS MONTHLY	17 GRADING ZONE 1 ROADS BI-WEEKLY	18
19	20	21 GRADING ZONE 1 ROADS BI-WEEKLY	22 GRADING ZONE 2 ROADS WEEKLY	23 GRADING ZONE 6 ROADS MONTHLY	24 GRADING ZONE 1 ROADS BI-WEEKLY	25
26	27	28 GRADING ZONE 1 ROADS BI-WEEKLY	29 GRADING ZONE 2 ROADS WEEKLY	30 MAKE UP DAY	31 GRADING ZONE 1 ROADS BI-WEEKLY	1
2	3	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				
1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles						
2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51						
3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles						
4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles						
5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles						
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles						

November 2025

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

Item 2.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28 GRADING ZONE 1 ROADS BI-WEEKLY	29 GRADING ZONE 2 ROADS WEEKLY	30 MAKE UP DAY	31 GRADING ZONE 1 ROADS BI-WEEKLY	1
2	3	4 GRADING ZONE 1 ROADS BI-WEEKLY	5 GRADING ZONE 2 ROADS WEEKLY	6 GRADING ZONE 3 ROADS MONTHLY	7 GRADING ZONE 1 ROADS BI-WEEKLY	8
9	10	11 Veteran's Day	12 GRADING ZONE 2 ROADS WEEKLY	13 GRADING ZONE 4 ROADS MONTHLY	14 GRADING ZONE 1 ROADS BI-WEEKLY	15
16	17	18 GRADING ZONE 1 ROADS BI-WEEKLY	19 GRADING ZONE 2 ROADS WEEKLY	20 GRADING ZONE 5 ROADS MONTHLY	21 GRADING ZONE 1 ROADS BI-WEEKLY	22
23	24 GRADING ZONE 6 ROADS MONTHLY	25 GRADING ZONE 1 ROADS BI-WEEKLY	26 GRADING ZONE 2 ROADS WEEKLY	27 Thanksgiving Day	28 Day After Thanksgiving Day	29 GRADING ZONE 1 ROADS BI-WEEKLY IF REQUIRED
30	1	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				
1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles						
2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51						
3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles						
4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles						
5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles						
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles						

December 2025

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

Item 2.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	1	2 GRADING ZONE 1 ROADS BI-WEEKLY	3 GRADING ZONE 2 ROADS WEEKLY	4 GRADING ZONE 3 ROADS MONTHLY	5 GRADING ZONE 1 ROADS BI-WEEKLY	6
7	8	9 GRADING ZONE 1 ROADS BI-WEEKLY	10 GRADING ZONE 2 ROADS WEEKLY	11 GRADING ZONE 4 ROADS MONTHLY	12 GRADING ZONE 1 ROADS BI-WEEKLY	13
14	15	16 GRADING ZONE 1 ROADS BI-WEEKLY	17 GRADING ZONE 2 ROADS WEEKLY	18 GRADING ZONE 5 ROADS MONTHLY	19 GRADING ZONE 1 ROADS BI-WEEKLY	20
21	22	23 GRADING ZONE 1 ROADS BI-WEEKLY	24 Christmas Eve	25 Christmas Day	26 GRADING ZONE 1 ROADS BI-WEEKLY	27
28	29	30 GRADING ZONE 1 ROADS BI-WEEKLY	31 GRADING ZONE 2 ROADS WEEKLY	1 GRADING ZONE 3 ROADS MONTHLY	2 GRADING ZONE 1 ROADS BI-WEEKLY	3
4	5	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				
1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles						
2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51						
3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles						
4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles						
5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles						
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles						

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

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Glen J. Torcivia
Lara Donlon
Christy L. Goddeau*
Leonard G. Rubin*

*FLORIDA BAR BOARD CERTIFIED
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

Jennifer H.R. Hunecke
Susan M. Garrett
Elizabeth V. Lenihan*
Ruth A. Holmes
Ben Saver
Tanya M. Earley
Daniel Harrell, Of Counsel

July 31, 2024

VIA ELECTRONIC MAIL ONLY

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

RE: Quarterly Report 2023-2024 Q3

Dear Town Council:

In the 2023-2024 fiscal year, our office continued our representation of the Town as Town Attorney. In this capacity, in the second quarter of the fiscal year, we provided over 420 hours of legal work to the Town, generally comprised of the activities below.

- Attended:
 - 10 Town Council meetings
 - 1 Advisory Board meetings
 - 4 Code Enforcement Special Magistrate Hearings
 - 11 meetings with Council Members, staff, and residents
- Drafted/Reviewed for legal sufficiency, approximately:
 - 26 Resolutions
 - 10 Ordinances
 - 66 Agenda Items/Supplemental staff reports
 - 21 Contracts
 - 31 Code Enforcement cases (including lien searches and releases)
 - 8 Development matters (including pre-application matters)
 - 4 Competitive solicitation/procurement matters
 - 5 Easements
 - 7 Policies

July 31, 2024

Page 2

- Counseled regarding:
 - Ethics matters, personnel matters, social media, public records requests, permits, website content, special events, cease and desist demand, reconsideration procedures, contempt of court, quasi-judicial proceedings, Inspector General matters, gifts, and role of Council/Manager

If you have any questions regarding the services provided to the Town by our office as Town Attorney, please contact Glen at 561-686-8700.

Sincerely,

A handwritten signature in blue ink, reading "Glen J. Torcivia". The signature is fluid and cursive, with the first name "Glen" and last name "Torcivia" clearly legible.

Glen J. Torcivia

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Valerie Oakes, Town Clerk

VIA: Francine Ramaglia, Town Manager

DATE: August 6, 2024

SUBJECT: Quarterly Report – April to June 2024

Lien Searches: There were 31 lien searches that generated a revenue of \$806.00.

Meeting Attendance: (1) Florida League of Cities District II & III Meeting; (1) Palm Beach County League of Cities; PBCLoC Form 1 Training; (1) Palm Beach County Municipal Clerks Association Meeting; and (8) Town Council Meetings.

Official Records: (8) Agenda Packets; (8) Agreements/Contracts; (8) Legal Advertisements; (4) Minutes; (5) Ordinances; and (32) Resolutions.

Public Records Requests: (43)

Projects:

- ✓ Priority 1. Municode Agenda Management Program – Ongoing. A directive from the Town Manager and goal of the Town Clerk's office was to implement appropriate deadlines in order to publish the agenda packet on time. We have had success with producing the packets on time and continue to work with staff and outside agencies to meet the deadline established by the Town Council by providing task lists and reminders; the weekly staff meetings have been productive and necessary to discuss the upcoming agenda items and projects. The Office continues to work on the backend and will have the templates updated and process corrected in the near future to streamline the internal workflow.
- ✓ Priority 2. Next Request Program (Public Records Request) – The program and established workflow have been implemented and fully functional. All public records are up-to-date in the system. Public Records Request Policy will be forthcoming on a future agenda.

- ✓ Priority 3. Records Management (as it relates to scanning, destruction, re-organization of electronic files on Town Docs, etc.) – Ongoing. Began to reconcile the Ordinances from 2016 through 2023.

Other Items: Booked FLC conference for Town Council, circulated Ethics requirements to the Town Council/Board & Committee Members, and conducted the day-to-day operations for the Office of the Town Clerk.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of the Town of Loxahatchee Groves

FROM: Valerie E. Oakes, Town Clerk

DATE: August 6, 2024

SUBJECT: Approval on *Resolution No. 2024-52 - Adopting an Electronic Signature Policy*

Background:

The Electronic Signature Policy (ESP) is designed to streamline our processes, enhance efficiency, and reduce our reliance on paper documents, which will provide cost savings.

The purpose of the ESP is to provide a clear framework for the use of electronic signatures within our organization. This policy ensures that electronic signatures are used appropriately and securely, in compliance with relevant laws and regulations.

This policy applies to all elected and appointed officials, employees, contractors, vendors, and agents of the Town of Loxahatchee Groves who are authorized to use electronic signatures in the course of their duties. It covers all documents and transactions where electronic signatures are deemed acceptable.

The Town Clerk's office will oversee the implementation of the Electronic Signature Policy, providing necessary training and support to all relevant personnel.

The adoption of electronic signatures marks a significant step towards modernizing our operations and enhancing our efficiency. We are confident that this policy will facilitate smoother and faster transactions while maintaining the highest standards of security and compliance.

Financial Impact:

The approximate financial impact will be less than \$2,500.00 annually, utilizing this policy for the execution of contracts, minutes ordinances and resolutions.

Recommendation:

Motion to approve *Resolution No. 2024-52* adopting an electronic signature policy.

RESOLUTION NO. 2024-52**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING AN ELECTRONIC SIGNATURE POLICY; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.**

WHEREAS, the Town of Loxahatchee Groves recognizes the need to modernize and streamline its document execution process to increase efficiency and productivity; and

WHEREAS, electronic signatures provide a secure, efficient, and legally recognized method of signing documents, thus reducing the reliance on paper documents and minimizing the risk of inaccurate record keeping; and

WHEREAS, Chapter 668, Florida Statutes, and applicable legal standards permit the use of electronic signatures for various types of documents and transactions; and

WHEREAS, the Town of Loxahatchee Groves is committed to ensuring that electronic signatures are used appropriately, securely, and in compliance with relevant legal standards.

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

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

Section 2. The Town Council hereby adopts the Electronic Signature Policy, attached hereto.

Section 3. The Town Clerk, in collaboration with the IT Department/Consultant and Town Attorney, is directed to implement the Electronic Signature Policy. This includes establishing procedures and providing necessary training to all authorized signatories, ensuring the use of secure e-signature technology, and maintaining compliance with applicable legal and organizational standards.

Section 4. The Electronic Signature Policy applies to all elected and appointed officials, employees, contractors, vendors, and agents of the Town of Loxahatchee Groves who are authorized to use electronic signatures in the course of their duties.

Section 5. Electronic signatures used in accordance with this policy shall have the same legal effect as traditional handwritten signatures, provided they meet the criteria of intent, association with the document, and identification and authentication of the signatory.

Section 6. 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"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, 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:

Town Clerk

Mayor Anita Kane

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Councilmember Laura Danowski

Councilmember Phillis Maniglia

Councilmember Robert Shorr



Standard Operating Procedures and Policies Electronic Signature Policy

Authority

The Electronic Signature Policy is in keeping with Chapter 668, Florida Statutes, Florida General Records Schedule GS1-SL, and Resolution No. 2024-52.

Purpose

The purpose of this Electronic Signature Policy is to provide guidelines for the use of electronic signatures in official documents and transactions of the Town of Loxahatchee Groves (Town). The goals of the Town, to the extent possible, are to develop an effective and collaborative document execution process, increase workflow productivity by minimizing the processing time, minimize the risk of inaccurate record keeping, and reduce the use of paper documents. This policy ensures that electronic signatures are used appropriately, securely, and in compliance with relevant legal standards, in accordance with procedures established by the Town Clerk.

Scope

The policy applies to all elected and appointed officials, employees, contractors, vendors and agents of the Town who are authorized to use electronic signatures in the course of their duties ("Authorized Signatories").

Policy

1. Legal Validity

Electronic signatures used in accordance with this policy shall have the same legal effect as traditional handwritten signatures, provided they meet the following criteria:

- Intent to sign the document.
- Association of the signature with the document.
- Identification and authentication of the signatory.

2. Acceptable Uses

Electronic signatures may be used for the following types of documents and transactions:

- Minutes, Resolutions and Ordinances.
- Contracts and agreements.
- Internal approvals and memos.
- Employee records and Human Resource documents.
- Any other documents as approved by the Town Manager in consultation with the Town Attorney and in alignment with Town standards.

3. Unauthorized Uses

Electronic signatures shall not be used for:

- Documents requiring notarization or witnessing (unless legally permitted).
- Documents that specifically require a handwritten signature by law.
- Any other documents as designated by the Town Manager, Town Attorney, or the Town Clerk.

4. Technology and Security

- The Town shall use reputable and secure e-signature platforms that comply with industry standards, legal requirements, and the procedures established by the Town Clerk.
- Digital signatures should be used for high-risk or sensitive transactions to ensure additional security.
- All electronic signatures must include a timestamp to verify the date and time of the signature.

5. Responsibilities

Authorized Signatories: Ensure that their electronic signature is used appropriately and only for authorized transactions.

IT Department/Consultant: Provide and maintain secure e-signature technology, ensure the integrity and security of e-signature records, and ensure compliance with the Town's technology standards.

Town Attorney: Ensure that the policies, procedures, and training regarding the use of electronic signatures complies with applicable laws and regulations.

6. Record Retention

All electronically signed documents must be retained in accordance with the Town's record retention policy and schedules and other applicable legal requirements.

7. Training

All Authorized Signatories must complete training on the use of electronic signatures and this policy, including specific standards and procedures established by the Town Clerk, before being granted access to e-signature technology.

8. Compliance and Audit

Compliance with this policy shall be monitored through regular audits. Any misuse or non-compliance should be reported to the Town Attorney and the Town Clerk' immediately.

9. Amendments

The Town may amend this policy as necessary to comply with changes in laws, regulations, or organizational requirements.

Approval

Approved by Resolution No. _____

Date: _____



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council

FROM: Craig Lower, Superintendent

VIA: Francine Ramaglia, Town Manager

DATE: August 6, 2024

SUBJECT: Purchasing of SANY SY60 Excavator

Background: The purpose of this memorandum is to introduce and recommend the SANY SY60 excavator for potential consideration by the town council. This excavator represents a significant opportunity for enhancing our town's infrastructure maintenance and development capabilities.

Overview of SANY SY60 Excavator

YouTube Search: [SANY SY60C - Features \(youtube.com\)](#)

Google Search: [5.78 Tonne Excavator For Sale | SANY Australia & NZ](#)

The SANY SY60 excavator is a versatile piece of equipment designed to handle a wide range of construction and excavation tasks. Key features include:

Efficiency: It is equipped with a powerful engine that provides efficient performance, reducing fuel consumption and operating costs.

Durability: Built with robust materials and advanced engineering, the SY60 is designed to withstand rigorous use and varying environmental conditions.

Versatility: Its compact size and maneuverability make it suitable for urban construction projects, such as road repairs, utility installations, and landscaping.

Cost-Effectiveness: By owning our equipment, we can reduce rental expenses over time and have the flexibility to prioritize municipal projects.

Operational Control: Direct oversight allows for better scheduling and response to community needs, particularly during emergencies.

Long-Term Investment: The total purchase amount for this machine is \$66,857.21. The public works department has recently sold at surplus various pieces of equipment. We have received \$44,668.80 to go towards this purchase. The remaining balance for this purchase would be \$22,188.41, these funds are available from our rentals and lease budget. This purchase would be an investment in our town's infrastructure capability, ensuring reliable and efficient service delivery for years to come.

I recommend that we explore the acquisition of the SANY SY60 excavator to enhance our operational efficiency and flexibility in managing town projects. This proposal aligns with our goal of improving infrastructure maintenance and service delivery to the community.

Recommendations: Move that Town Council approve the purchase order and the purchasing cooperative in the amount of \$66,857.21 for the SANY SY60C Excavator.

RESOLUTION NO. 2024-53

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE PURCHASE OF A SANY SY60C EXCAVATOR THROUGH COOPERATIVE PURCHASE WITH SOURCEWELL CONTRACT SOLICITATION NO. 011723; AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER PURSUANT TO THE COOPERATIVE PURCHASING CONTRACT TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-133(6) of the Town's Purchasing Code provides an exemption from competitive bidding or proposals when the Town is purchasing goods and services from cooperative purchasing plans; and

WHEREAS, Sourcewell offers cooperative purchasing contracts on a variety of heavy construction equipment with related attachments and technology; and

WHEREAS, the Town is in need of an excavator for enhancing the Town's infrastructure maintenance and development capabilities; and

WHEREAS, SANY America, Inc. entered into a contract with Sourcewell, Contract Solicitation No. 011723, to provide equipment, products, or services to Sourcewell and its cooperative; and

WHEREAS, Newman Tractor is a SANY America dealer and has a SANY SY60C excavator available through the Sourcewell Contract Solicitation No. 011723 cooperative purchasing contract; and

WHEREAS, Section 2-133(6) of the Town's Purchasing Code permits the Town to purchase from the cooperative purchasing contract without competitive bidding or proposals; and

WHEREAS, the cooperative purchasing contract provides for purchase through the program by issuance of a purchase order for the desired goods and services; and

WHEREAS, the Town Council finds purchase of the SANY SY60C excavator from Newman Tractor through the cooperative purchasing Sourcewell Contract Solicitation No. 011723 serves a valid public purpose and is consistent with the Town's Purchasing Code.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town to purchase the SANY SY60C excavator from Newman Tractor, as described in Exhibit "A", attached hereto, through the cooperative purchasing Sourcewell Contract Solicitation No. 011723 by issuance of a purchase order under the terms of that cooperative purchasing contract. The Town Manager is authorized to execute any and all documents to implement the purchase, in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

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

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

	<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

Exhibit “A”
Description of Equipment (Quote)



SANY America Sourcewell Quote



Details

Quote Name/Number:	Newman Tractor_Town of Loxahatchee Groves_06.25.24		
Quote Submission Date (DD/MM/YY):	06/25/24		
Sourcewell Member Name:	Town of Loxahatchee Groves		
Sourcewell Member Number:	188946		
Member Location:	City:	Town of Loxahatchee Groves	State/Province: FL
Dealership:	Newman Tractor		
Branch:	Bartow		
Dealership Sales Rep Name:	Matt Seyl		
SANY Municipal Sales Rep Name:	Tom Schanz		

Equipment Offered Information

Make:	SANY
Model(s):	SY60
Product Line(s):	A - Excavators
Stock Machine / New Order:	New Order
Serial #:	TBD

Pricing

Contracted Items:	Model	Description	List Price	Contract Discount	Contract Price	Quantity	Extended Price
	SY60C	SANY Hydraulic Excavator, Model SY60C	\$ 83,515.42	33.8%	\$ 55,287.21	1	\$ 55,287.21
		5 year / 5,000 Hour	\$ -	0.0%	\$ -	0	\$ -
			\$ -	0.0%	\$ -	0	\$ -
			\$ -	0.0%	\$ -	0	\$ -
			\$ -	0.0%	\$ -	0	\$ -
			\$ -	0.0%	\$ -	0	\$ -
			\$ -	0.0%	\$ -	0	\$ -
			\$ -	0.0%	\$ -	0	\$ -
			\$ -	0.0%	\$ -	0	\$ -
TOTAL PRICE - CONTRACTED ITEMS			\$ 83,515.42		\$ 55,287.21	1	\$ 55,287.21
Sourced Items	Item #	Description	Sourced Price			Quantity	Extended Price
	CaptainHT	Captain Hydraulic Thumb	\$ 4,050.00			1	\$ 4,050.00
	Captain36	Captain 36 inch bucket tooth bucket	\$ 1,780.00			1	\$ 1,780.00
	Captain48	Captain 48 inch bucket smooth	\$ 2,150.00			1	\$ 2,150.00
	CaptainHC	Captain Manual Quick Coupler	\$ 2,990.00			1	\$ 2,990.00
			\$ -			1	\$ -
			\$ -			1	\$ -
			\$ -			1	\$ -
TOTAL PRICE - SOURCED ITEMS						7	\$ 10,970.00
Total Price	SUBTOTAL						\$ 66,257.21
	Trade-In Allowance		\$ -			1	\$ -
	Additional Dealer Rebate (if applicable)		\$ -			1	\$ -
	Installation & Final Assembly (if applicable)		\$ -			1	\$ -
	Freight to End Customer		\$ -			1	\$ -
	Pre-Delivery Inspection		\$ 600.00			1	\$ 600.00
	Taxes (if applicable)		\$ -			1	\$ -
	TOTAL PRICE TO CUSTOMER						\$ 66,857.21

Trade-In

OEM Make:		Trade-In Notes:
Model:		
Model Year:		
Serial Number:		
Condition:		
Trade-In Value:		

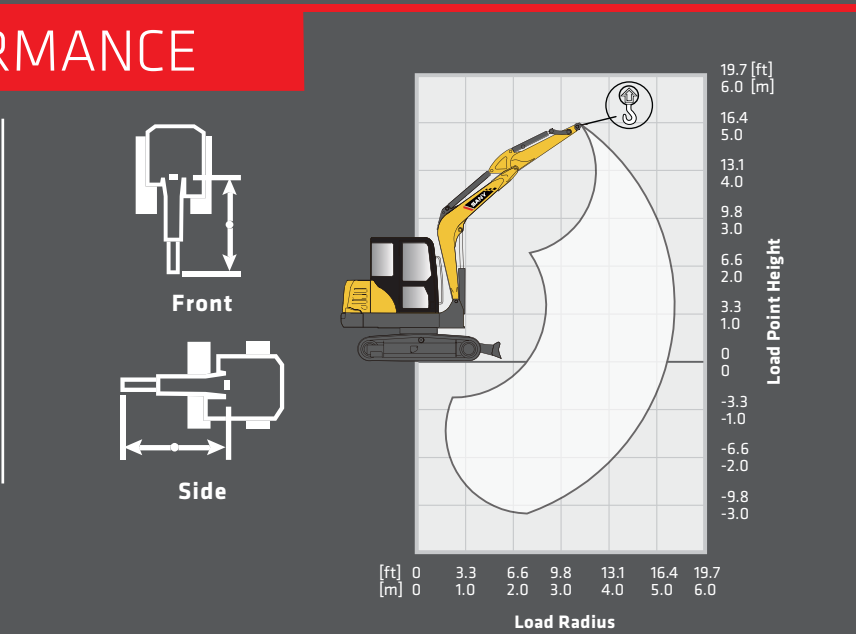
Other Notes / Information:

SY60C

LIFTING PERFORMANCE

Standard 9’ 10” (3 000 mm) Boom
Standard 5’ 7” (1 700 mm) Arm
Standard 16” (400 mm) Track Shoes
No Bucket

Ratings are based on ISO 10567:2007. Lift capacity does not exceed 75% of tipping load with the machine on firm, level ground or 87% of hydraulic lifting capacity.



BLADE DOWN										
LOAD RADIUS	6.6 ft 2.0 m		9.8 ft 3.0 m		13.1 ft 4.0 m		16.4 ft 5.0 m		MAX REACH	
LOAD POINT HEIGHT										
13.1 ft 4.0 m					2,205 lb 1 000 kg*	2,205 lb 1 000 kg			2,425 lb* 1 100 kg*	1,874 lb 850 kg
9.8 ft 3.0 m					2,535 lb* 1 150 kg*	2,205 lb 1 000 kg	2,425 lb* 1 100 kg*	1,433 lb 650 kg	2,535 lb* 1 150 kg*	1,433 lb 650 kg
6.6 ft 2.0 m			3,968 lb* 1 800 kg*	3,086 lb 1 400 kg	2,976 lb* 1 350 kg*	2,094 lb 950 kg	2,646 lb* 1 200 kg*	1,433 lb 650 kg	2,646 lb* 1 200 kg*	1,323 lb 600 kg
3.3 ft 1.0 m			5,401 lb* 2 450 kg*	2,756 lb 1 250 kg	3,638 lb* 1 650 kg*	1,874 lb 850 kg	2,976 lb* 1 350 kg*	1,433 lb 650 kg	2,756 lb* 1 250 kg*	1,213 lb 550 kg
0 ft 0 m			6,173 lb* 2 800 kg*	2,646 lb 1 200 kg	4,079 lb* 1 850 kg*	1,764 lb 800 kg	3,086 lb* 1 400 kg*	1,323 lb 600 kg	2,976 lb* 1 350 kg*	1,323 lb 600 kg
-3.3 ft -1.0 m	8,378 lb* 3 800 kg*	5,291 lb 2 400 kg	6,063 lb* 2 750 kg*	2,646 lb 1 200 kg	4,079 lb* 1 850 kg*	1,764 lb 800 kg			3,197 lb* 1 450 kg*	1,433 lb 650 kg
-6.6 ft -2.0 m	8,818 lb* 4 000 kg*	5,181 lb 2 350 kg	5,401 lb* 2 450 kg*	2,646 lb 1 200 kg	3,417 lb* 1 550 kg*	1,874 lb 850 kg			3,417 lb* 1 550 kg*	1,874 lb 850 kg

BLADE UP										
LOAD RADIUS	6.6 ft 2.0 m		9.8 ft 3.0 m		13.1 ft 4.0 m		16.4 ft 5.0 m		MAX REACH	
LOAD POINT HEIGHT										
13.1 ft 4.0 m					2,205 lb* 1 000 kg*	2,205 lb 1 000 kg			2,205 lb* 1 000 kg*	1,874 lb 850 kg
9.8 ft 3.0 m					2,205 lb* 1 000 kg*	2,205 lb 1 000 kg	1,984 lb* 900 kg*	1,433 lb 650 kg	1,984 lb* 900 kg*	1,433 lb 650 kg
6.6 ft 2.0 m			3,968 lb* 1 800 kg*	3,086 lb 1 400 kg	2,866 lb* 1 300 kg*	2,094 lb 950 kg	1,984 lb* 900 kg*	1,433 lb 650 kg	1,764 lb* 800 kg*	1,323 lb 600 kg
3.3 ft 1.0 m			3,968 lb* 1 800 kg*	2,756 lb 1 250 kg	2,646 lb* 1 200 kg*	1,874 lb 850 kg	1,948 lb* 900 kg*	1,433 lb 650 kg	1,764 lb* 800 kg*	1,213 lb 550 kg
0 ft 0 m			3,858 lb* 1 750 kg*	2,646 lb 1 200 kg	2,535 lb* 1 150 kg*	1,764 lb 800 kg	1,874 lb* 850 kg*	1,323 lb 600 kg	1,764 lb* 800 kg*	1,323 lb 600 kg
-3.3 ft -1.0 m	7,937 lb* 3 600 kg*	5,291 lb 2 400 kg	3,858 lb* 1 750 kg*	2,646 lb 1 200 kg	2,535 lb* 1 150 kg*	1,764 lb 800 kg			1,984 lb* 900 kg*	1,433 lb 650 kg
-6.6 ft -2.0 m	8,157 lb* 3 700 kg*	5,181 lb 2 350 kg	3,968 lb* 1 800 kg*	2,646 lb 1 200 kg	2,646 lb* 1 200 kg*	1,874 lb 850 kg			2,646 lb* 1 200 kg*	1,874 lb 850 kg

* Indicates load limited by hydraulic lifting capacity
In the interest of continual equipment development, SANY America Inc. reserves the right to change these specifications at any time without prior notification.

SY60C

PRODUCT SPECIFICATIONS

Item 4.

SANY



STANDARD FEATURES

→ Conventional Tail Swing

→ Boom Swing Functionality Allows for Offset Digging in Confined Areas

→ Load-Sensing Hydraulic System Provides Increased Efficiency and Control

→ Powerful Yanmar Engine

Gross Power
56.9 hp

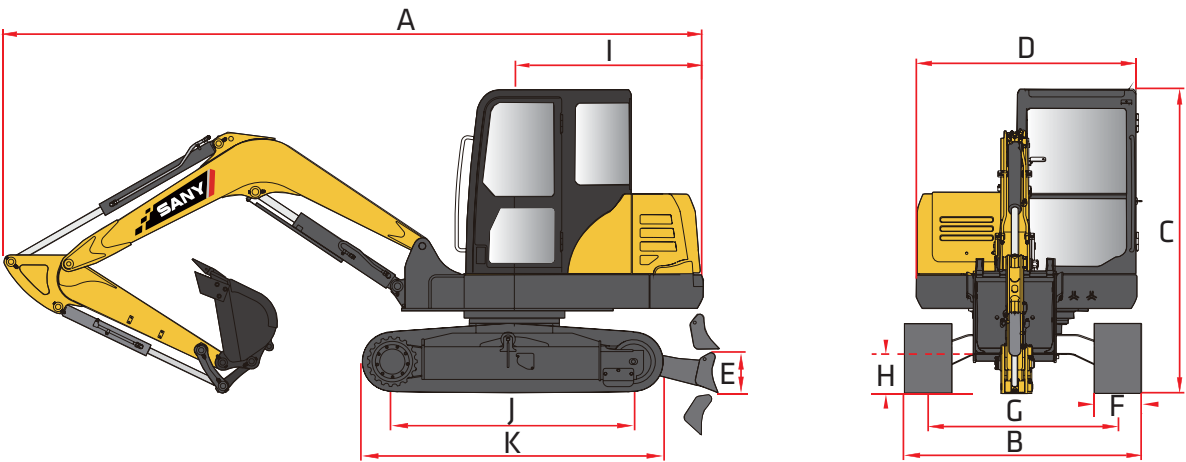
Dig Depth
13'

Operating Weight
13,448 lb

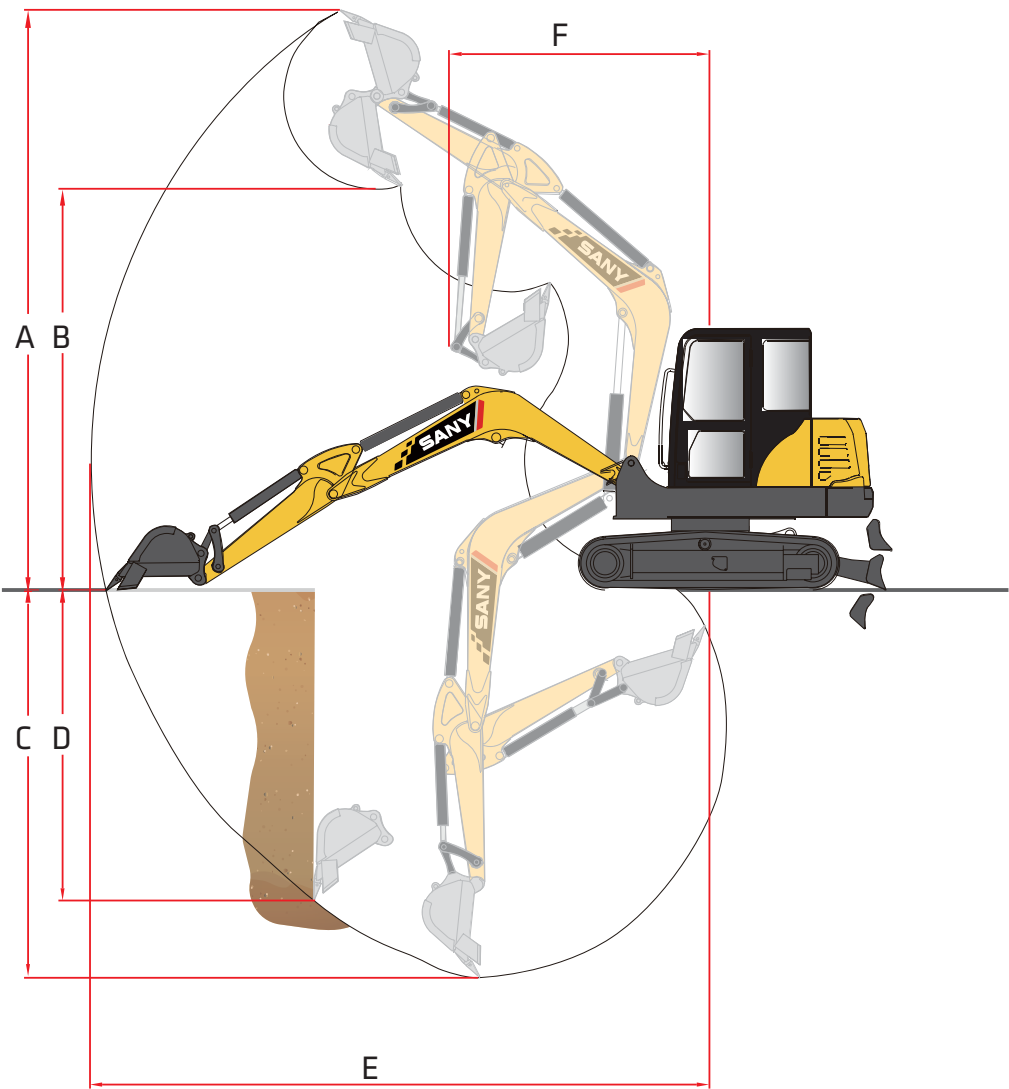
Bucket Breakout
10,116 lbf

111

DIMENSIONS



WORKING RANGE



Extra digging force and stability in confined areas

TECHNICAL SPECIFICATIONS

Operating Weight	13,448 lb	6 100 kg
Ground Pressure	5.0 psi	34.6 kPa
Engine	Yanmar 4TNV98C-WSY	
Displacement	202.5 in³	3.3 L
Gross Power	56.9 HP	42.4 kW
Hydraulics	Load Sensing with Pilot Control	
Main Hydraulic Pump	Axial Piston – Variable Displacement	
Operating Flow (maximum)	37.7 gal/min	142.7 L/min
Operating Pressure (maximum)	3,553 psi	24.5 MPa
Auxiliary Flow (maximum)	15.9 gal/min	60 L/min
Auxiliary Pressure (maximum)	2320.608 psi	16 MPa
Travel Motor	Axial Piston with Park Brake	
Travel Pressure (maximum)	3,553 psi	24.5 MPa
Travel Speeds (maximum)	1.5 / 2.3 mph	2.4 / 3.7 km/hr
Travel Effort (maximum)	10,611 lbf	47.2 kN
Grade Capability (maximum)	35°	
Swing Motor	Axial Piston with Swing Brake	
Swing Pressure (maximum)	2,770 psi	19.1 MPa
Swing Speed (maximum)	9.6 RPM	
Undercarriage (standard)	Belted Rubber Track	
Track Shoe width (standard)	16"	400 mm
Track Rollers (per side)	5	
Carrier Rollers (per side)	1	

DIMENSIONS

Boom Length	9' 10"	3 000 mm
Stick (Arm) Length	5' 7"	1 700 mm
A Transport Length	19' 9"	6 015 mm
B Transport Width	6' 7"	2 005 mm
C Transport Height	8' 8"	2 645 mm
D Upper Structure Width	6' 1"	1 860 mm
E Blade Height	13"	340 mm
F Track Width (standard shoe)	16"	400 mm
G Track Gauge	5' 3"	1 600 mm
H Ground Clearance (minimum)	13"	330 mm
I Tail Swing Radius	5' 5"	1 640 mm
J Track Length on Ground	6' 9"	2 045 mm
K Track Length	8' 4"	2 545 mm

SERVICE REFILL CAPACITIES

Fuel Tank Capacity	34.3 gal	130.0 L
Hydraulic Tank Capacity	22.5 gal	85.0 L
Engine Oil Capacity	2.5 gal	9.6 L
Cooling System Capacity	1.5 gal	5.6 L

WORKING RANGE

Boom Length	9' 10"	3 000 mm
Stick (Arm) Length	5' 7"	1 700 mm
A Maximum Digging Height	19' 0"	5 790 mm
B Maximum Dumping Height	13' 4"	4 060 mm
C Maximum Digging Depth	13' 0"	3 950 mm
D Maximum Vertical Wall Digging Depth	10' 5"	3 180 mm
E Maximum Reach at Ground Level	20' 9"	6 320 mm
F Minimum Swing Radius	8' 5"	2 555 mm

DIGGING PERFORMANCE

Boom Length	9' 10"	3 000 mm
Stick (Arm) Length	5' 7"	1 700 mm
Bucket Breakout Force (ISO)	10,116 lbf	45.0 kN
Stick (Arm) Digging Force (ISO)	7,419 lbf	33.0 kN



Solicitation Number: 011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SANY America, Inc., 318 SANY Way, Peachtree City, GA 30269 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Heavy Construction Equipment with Related Attachments and Technology from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcwell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

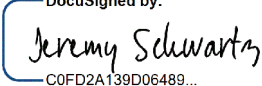
22. CANCELLATION

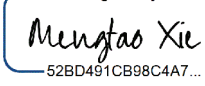
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

SANY America, Inc.

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
4/4/2023 | 2:27 PM CDT
Date: _____

DocuSigned by:

52BD491CB98C4A7...
By: _____
Mengtao Xie
Title: CEO & Vice Chairman
4/6/2023 | 10:50 AM PDT
Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
4/6/2023 | 12:55 PM CDT
Date: _____

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name: SANY America
318 SANY Way
Address: Peachtree City, GA 30269
Contact: Tom Schanz
Email: tschanz@sanyamerica.com
Phone: 404-230-3728
Fax: 404-230-3728
HST#: 20-5048542

Submission Details

Created On: Monday December 05, 2022 13:57:32
Submitted On: Tuesday January 17, 2023 15:57:09
Submitted By: Tom Schanz
Email: tschanz@sanyamerica.com
Transaction #: edfc4ad2-442f-4722-a239-9ca4d8b67d45
Submitter's IP Address: 104.225.190.5

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Sany America, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Sany America, Inc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Sany America, Inc.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	SANY America does not currently have a registered CAGE Code.
5	Proposer Physical Address:	318 SANY Way Peachtree City, GA 30269
6	Proposer website address (or addresses):	www.sanymunicipal.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mengtao Xie CEO & Vice Chairman 318 SANY Way Peachtree City, GA 30269 mxie@sanyamerica.com (678) 884-9173
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tom Schanz Director of Strategic Accounts 318 SANY Way Peachtree City, GA 30269 tschanz@sanyamerica.com (404) 230-3728
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	SANY America does not have any other contacts for this proposal.

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	SANY Heavy Industries started in 1989 as a small welding supply company founded by four men who wanted to offer better products to the world. Over the last three decades, SANY has grown and evolved, and today stands as a \$21.4 billion heavy equipment manufacturer with a presence in countries around the world. SANY Heavy Industries has grown to the number 1 producer of hydraulic excavators in the world with R&D and manufacturing facilities in India, Brazil, Germany, and the newest \$60 million U.S. facility on 272 acres in Peachtree City, Georgia. Since 2006, SANY America continues to offer an ever-growing range of heavy machinery, via sales through our expert Dealer Partner Network and supports our full line of construction, port, crane, and material handling equipment. SANY Heavy Industries continues to grow and has become the 4th largest equipment manufacturer in the world and is publicly traded on the Shanghai Stock Exchange. SANY and SANY America continue to outpace the market and competitors year over year, slowly growing our market share and brand presence. SANY America's business philosophy set forth by Doug Freison (CEO – Retired 2022) continues to be "SANY is responsive. SANY is easy to do business with. SANY makes you money." Every decision made in our headquarters in Peachtree City, GA is made with these three core values in mind.

11	What are your company's expectations in the event of an award?	In the event of an award, SANY America's expectations are that our dedicated Municipal Sales Team shall, implement predetermined internal processes and procedures, launch our large-scale training campaign across our entire dealer network, and finally in lockstep with Sourcewell, begin a national marketing campaign to create awareness of our recently awarded contract. We estimate roughly \$20 million in revenue for year 1.	Item 4.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	SANY Heavy Industries, the parent company to our subsidiary, SANY America, is a \$21.4 BUSD global company that has been in business since 1989. See attached financials.	*
13	What is your US market share for the solutions that you are proposing?	2022 US Market Share Numbers: <ul style="list-style-type: none"> Excavators – 4.63% Compactors – 4.32% Cranes – 1.6% Motor Graders – 4.72% Telehandler – 2.48% Wheel Loader – <1% Backhoe Loader – <1% 	*
14	What is your Canadian market share for the solutions that you are proposing?	2022 Canadian market share of 5.4%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	SANY America has never petitioned for bankruptcy.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	SANY is best described as a globally leading manufacturer of heavy construction equipment. SANY America has assembled a dedicated internal Municipal Sales Team which has the sole responsibility of driving business and customer support within the government sector. This team coordinates internally across the entire organization from accounting to service departments to ensure SANY provides best-in-class customer service and support. Our field-based Municipal Sales Representatives spend the vast majority of their time with our dealership network calling on governmental customers, attending governmental trade shows, assisting in bid responses, and supporting any other activity that may arise within the market. This team is in addition to our national sales team which also supports the governmental sector as needed. Our entire Municipal Sales Team and Field Sales Organization are full-time salaried employees at SANY America.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	SANY America is in legal good standing with the state of Delaware to conduct business. See attached letter of good standing and certificate of insurance.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	SANY America has had no Suspension or Debarment applied to our organization in the last 10 years.	*

Table 3: Industry Recognition & Marketplace Success

Item 4.

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Product Awards: <ul style="list-style-type: none"> • Construction Equipment's Top 100 New Products of 2022 Award for the SLB95 Backhoe Loader • Construction Equipment's Top 100 New Products of 2020 Award for the SMG200C-8 Motor Grader • Equipment Today's 2020 Contractors' Top New Products for the SW405K Wheel Loader SANY Capital USA Awards and Team Awards: <ul style="list-style-type: none"> • Awarded #101 on 2021 Monitor 101+ Companies in Equipment Finance List • 2021 Top 50 Women Leaders in Equipment Finance awarded to Samantha Beadle, SANY Capital's Director of • Awarded #112 on 2020 Monitor 101+ Companies in Equipment Finance List
20	What percentage of your sales are to the governmental sector in the past three years	2022 - 1.8% of sales 2021 - 1.7% of sales 2020 - 1.4% of sales
21	What percentage of your sales are to the education sector in the past three years	Less than 1% of recorded sales in the past three years were to the education sector
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<ul style="list-style-type: none"> • South Carolina DPS Contract #: 4400025397 - No Sales. Underperforming dealership terminated. New dealership was implemented in late 2022. Expect sales volumes in 2023 • Texas BuyBoard Contract #: 685-22 - No Sales YTD. Contract was established in October 2022. Expect to see large volumes based on pending quotations • MoDOT Statewide - Motor Graders Contract #:60523CO0064 - No sales. Contract established in Q3 2022. Expect to see volumes in 2023 • MoDOT Statewide -Excavators Contract #:60521CO0445 - No Sales. • Virginia Sheriffs Contract #:23-04-0713 - No Sales. Contract established in Q3 2022. 3 VA dealerships opened in late 2022. Expect to see sales volumes in 2023
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	SANY America currently does not hold a GSA or SOSA contract.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Cherokee County Road & Bridge Department, KS	Cody Zook	620-762-1591
Mississippi Department of Transportation	Mike Campbell	601-954-5436
Boone County Road Department, AR	Judge Robert Hathaway	870-754-9290
Montana Department of Transportation	Tim Mahlum	406-444-6812
Floyd County Government, GA	Randy E. Self	706-291-5118 (ext. 1134)

Table 5: Top Five Government or Education Customers

Item 4.

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Montana Department of Transportation	Government	Montana - MT	20 Machine Fleet of Wheel Loaders	\$2,370,900.00	\$2,370,900.00	*
Cherokee County Road & Bridge Department	Government	Kansas - KS	11 Machine Fleet of Motor Graders & Wheel Loaders	\$2,608,600.00	\$2,718,600.00	*
City of San Antonio	Government	Texas - TX	7 Machine Fleet of Wheel Loaders & Excavators	\$1,165,250.00	\$1,165,250.00	*
Searcy County	Government	Arkansas - AR	8 Machine Fleet of Motor Graders	\$1,720,000.00	\$1,720,000.00	*
Mississippi Department of Transportation	Government	Mississippi - MS	Multi-Year Statewide Purchasing Contracts for Excavators & Motor Graders	\$1,136,246.00	\$1,616,246.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	SANY America splits its salesforce into 8 regions throughout the United States. Each region is managed by a Regional Business Manager (RBM) who also has 1-2 District Sales Managers (DSM) reporting to them. All RBMs and DSMs are responsible for both private and governmental customers within their region. To aid in the pursuit of offering the best customer experience possible, SANY America has also assembled a Municipal Sales Team as well. This team is part of the Strategic Accounts team which operates in lockstep with the previously mentioned sales regions. Our Municipal Team currently consists of a Director of Strategic Accounts - Municipal and two Municipal Sales Representatives (east and west) with a budgeted Municipal Sales Representative Central scheduled for Q3 2023. SANY America's total sales force headcount currently sits at 23 individuals, including sales-related Executive Leadership. See attached maps.	*
27	Dealer network or other distribution methods.	<p>SANY America's continually growing dealership network currently consists of 50 independently owned dealerships with 91 locations that currently occupy SANY APR across the United States. These dealerships have made a significant investment in the SANY brand with almost 1,300 SANY dedicated employees across all parts of their business. Currently, the SANY America dealership network employs 186 dedicated SANY salespeople, 158 dedicated SANY parts personnel, and 413 SANY certified service technicians. These headcounts further reinforce our dealer partners' investment in the SANY brand, as each of these individuals is trained by SANY on the processes and procedures related to their respective positions within the enterprise. SANY America also facilitates our Dealer Advisory Board with sub-councils specializing in sales, marketing, parts, service, and product development. These advisory roles are designed to spread best practices and improvement across the dealer network as well as provide a meaningful channel for feedback to SANY America on our performance as the OEM.</p> <p>SANY's dealership network across Canada continues to grow with 7 independently owned dealerships with 19 locations that currently occupy SANY APR across the Canadian market.</p> <p>See attached map.</p>	*

28	Service force.	<p>SANY America's Parts & Service support spans across North America with a well-staffed Parts & Service organization that employs 24 full-time employees in Peachtree City, GA who strictly provide technical, warranty, and parts support to both our field Product Support Team, Sales Teams, and dealership network. This team works off KPIs related to expeditious and accurate support to maximize machine uptime. As an extension of the office-based Part & Service Team, SANY America houses its parts fulfillment center under the same roof as its North American factory. With Peachtree City, GA only 22 miles from the Hartsfield-Jackson Atlanta International Airport, we are able to fill parts orders quickly and have them either on a truck or on a plane the same day, when parts are ordered before 3:00 PM eastern. This means that most "urgent" orders within the contiguous United States arrive next day and orders bound for the more remote parts of North America typically deliver within 2 days. Strategically, SANY has placed its main parts distribution center on the same site as the factory and demonstration center because in the event there is a parts shortage, we can and will pull from production control inventory or pirate parts from a machine in the finished goods lot. SANY is also pleased to share that its west coast parts facility is almost operational and will begin shipping parts to the western part of North America in March. These investments further reinforce SANY America's commitment to customer service and support. SANY America also deploys a team of 10 field Product Support Representatives whose primary responsibility is to support both dealerships and end customers in pursuit of maximum uptime. These employees are constantly in the field assisting in any parts or service-related issues that may arise. In times of need, these employees may also travel to end customer locations to perform machine repairs to get a downed machine back in service. Of the 10 individuals on the field service team, 2 of them are responsible for Strategic Accounts and are the best of our Product Support Representatives supporting our largest accounts at SANY America. At SANY America every government customer is considered a Strategic Account and as such has the luxury of utilizing the assigned PSR to their region or one of the Strategic Account PSRs to ensure timely and effective support.</p> <p>See attached map.</p>	<p>Item 4.</p> <p>*</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>SANY America's entire dealer network follows the order process below for all government sales:</p> <ul style="list-style-type: none"> • Dealership creates quote using SANY America standardized Sourcewell Template • Completed quote is approved by their assigned Municipal Sales Representative or Director of Strategic Accounts and submitted to the customer • Dealership receives order from the customer • Dealership contacts assigned Municipal Sales Representative, submits quote and purchase order, and finally places order with SANY America • SANY America Municipal Sales Representative marks order as "Priority" to be filled with first availability and tracks each order on behalf of the dealership from order placement to delivery • Machine is delivered to dealership and is PDI'd in accordance with the SANY Americas defined PDI guidelines – submits to Municipal Field Sales Representative • Machine is delivered with dealership, SANY America Municipal Field Sales Representative, and Product Manager present for machine familiarization/training • Dealership invoices customer – submits to SANY America Municipal Sales Representative • Dealership commissions machine with SANY America, triggering Municipal Sales Team to process sale with other Sourcewell orders at month end so that SANY America can submit accurate and timely reporting and administrative fees to Sourcewell 	<p>*</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	SANY America utilizes our SANY Dealer Elite Program as a uniform, clear and concise benchmark for our dealers and their performance in all aspects of their business, especially parts and service support. At a macro level, dealerships are required to meet industry standard metrics which include but are not limited to, location coverage, facilities & infrastructure, tooling, certified technicians, and parts inventory & order fill rate. On a micro level, dealerships are required to meet metrics relating to average days to repair start, average days to complete repair, timely claim reports & submissions, and ratio of technicians and service vehicles to machine populations. All of which hold dealerships accountable to both the end customer and SANY America. Dealerships that perform at a high level are compensated with programs that are more financially advantageous to the dealership while dealerships not meeting the minimum threshold are put on Performance Improvement Plans. Failure to improve to the standards set forth in the SANY America Dealer Elite program can have consequences up to and including termination of the dealership agreement with SANY America. As the Original Equipment Manufacturer, SANY America has put in place internal systems, processes, and personnel to support our dealer network in the pursuit of dealer excellence. Internally, SANY America has instituted tracking mechanisms to ensure accurate and expeditious responses back to our dealership network. These mechanisms hold SANY America accountable to both the dealership network and the end customers in the field. SANY America can report a parts fill rate of 91.7% and most service case ticket durations average less than 2 days from ticket submission to resolution. To further support our dealerships and customers in the field we have assigned field-based Product Support Representatives in each sales region and to our Strategic Accounts (National, Municipal, Direct & Key Customers) to support service issues that may arise. When called upon these Product Support Representatives have and will continue to travel to down machines to repair them and get them back in service, anywhere in the United States and its territories. As a last line of defense, the Municipal Sales Team has assigned Municipal Sales Representatives to the sales regions which only manage government accounts alongside our dealerships, and our government customers are encouraged to keep in direct contact with our representatives as they are a direct line to SANY America if a problem arises. Our Municipal Sales Representatives are made available to government customers 24/7/365 and immediately jump into action to resolve issues a customer feels need to be escalated. All entities, previously discussed are in constant contact with one another to ensure the customer's service and support expectations are met in a satisfactory manner. Please see the attached program.	Item 4.
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Both through our dealership network and our Municipal Sales Team, SANY America has the ability and willingness to provide our full line of products and services throughout the entire United States. Our always-expanding dealership network currently covers 74.7% of the United States market. The remaining 25.3% of market coverage is white space. We currently have dealerships selling into white space throughout the county. Dealerships are not approved to sell into white space unless they have the capability to also support warranty and service. If a machine were to be sold into white space it also would be supported by the local Product Support Representative in that territory, when a warranty or service event should occur. Please see Appendix B	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	SANY America through SANY Canada has an established footprint of 19 dealership locations across 7 Canadian provinces. All of the proposed contracted products and services shall be made available through these Canadian dealer partners.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	The only territories which shall not be fully serviced through this contract are the Canadian provinces of Nunavut, Northwest Territories, and Yukon. All other geographic areas of the United States and Canada shall be fully served.	*
34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	SANY America does not have any participating entity sectors that we will not be serving through this contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	SANY America's dealership network spans into Alaska. Hawaii currently is white space. Any machines sold in Hawaii would be serviced by either our dealership in California or by a SANY America Product Support Representative.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Upon award of a Sourcewell contract, SANY will commence with a dedicated and targeted announcement and initiate a "What This Means To You" campaign which will begin with press event and be followed by social media posts (on LinkedIn, Instagram, Facebook and Twitter), YouTube video(s) and digital ads.</p> <p>If this announcement is aligned with the first day of ConExpo, we will maximize the opportunity to announce our pride in winning the award from the SANY hospitality tent at our press event on March 14, 2023, at eleven o'clock in the morning. Representatives from Sourcewell will be invited to attend the event and make the announcement with us as evidence of our commitment to a solid partnership and to providing municipalities the best value. As it is being announced, we will run our SANY and Sourcewell partnership looping video on our large screen, place Sourcewell sail flags throughout our booth, magnets on all our machines pertaining to the contract, and display promotional posters in our hospitality tent. At the event, we will give away several SANY motor grader models with miniature Sourcewell stickers to commemorate the event as a special one-of-a-kind collector's item. We would also like to do a relaxed interview at the ConExpo SANY Beer Garden with a Sourcewell representative and our Municipal Team, if possible. This will result in a delayed stream on SANY's YouTube channel, For Construction Pros' YouTube channel and posted on both SANY and For Construction Pros' social media. If a representative from Sourcewell is not in attendance, we will still use the opportunity to discuss our excitement at being awarded the contract and talk about the advantage the relationship provides to municipalities. Sourcewell sail flags will also be placed at our facility, photographed and videoed which will be blasted through SANY America's social media channels. Our employees and dealer network will be strongly encouraged to share our social posts through their channels as well.</p> <p>Throughout the entirety of the contract, we will actively promote our partnership through social media, print and digital ads and tradeshow such as APWA, NACE, PWX, SC&RA and Utility Expo. In addition, we will encourage our dealer network to promote Sourcewell with window clings at each location through making it a requirement of our Dealer Elite Program. We have strong relationships with national and regional publications which will be provided with information for articles on municipal projects that have been facilitated through Sourcewell. As a proud Sourcewell awardee, we will continue to value and promote the opportunity given to us.</p> <p>See attached press release, targeted ads, and promotion video.</p>	Item 4.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>SANY America utilizes digital data on a daily basis to optimize our marketing campaigns across display ads, both geo-targeted and interest-based, social media-boosted posts as well as website optimization.</p> <p>Three years ago SANY America brought all of our social and digital media management in-house to optimize a process to analyze and react to digital activities quickly and with an appropriate brand voice. Facebook, Instagram, YouTube and LinkedIn are monitored daily for posts and commentary that relate to SANY machines via our Salesforce plug-in SocialStudio.</p> <p>With the SocialStudio tool the SANY America Marketing team can see activity across a wide range of search terms and platforms with the ability to repost, respond or monitor in real time. This level of monitoring has provided the SANY America team the opportunity to watch the sentiment towards SANY online shift from negative to positive while currently being well represented by numerous independent SANY Brand Advocates across the U.S. These are owners of SANY equipment who like to post about their experiences with the equipment and the growth within their businesses as a result.</p> <p>One example of a geo-targeted campaign success was within SANY America's own 'backyard'. We ran a geo-targeted display/paid search series of campaigns to drive brand awareness and localized sales growth for mini-excavators. Over the course of the year-long program we executed a series of A/B testing to determine the most impactful keyword targeting and creative campaign messaging to drive behavior within the market. These learnings lead to refinement of approach that drove the SANY market share within Georgia, for mini excavators, from 0.2% - 4.1% while generating 25.6M Impressions of the Brand creative and drove over \$32M in sales.</p> <p>As a Sourcewell awardee, we would include specific messaging around the program and continue to utilize this type of targeted approach to our digital and social campaigns that drive awareness within the North American market.</p>	*

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	SANY America views Sourcewell as a partner in marketing the Sourcewell contract. The contract holder is beholden to Sourcewell to market their own contract and the Sourcewell organization to be successful. Sourcewell markets its solution to the marketplace and as a contract holder, you receive the benefits of that work. SANY further emphasizes the importance of marketing the Sourcewell contract by allowing dealerships to utilize their marketing Co-Op dollars to purchase various forms of marketing collateral which are used to promote the dealership, SANY, and Sourcewell partnership. In the event of an awarded contract, SANY America shall immediately implement the Sourcewell processes and procedures into written commercial guidelines which all dealers are required to adhere to. To bolster contract adherence, competency, and success, SANY America also shall institute a dealer network-wide training program.	Item 4.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the consultative nature of the relationship between dealership and customer, our products are not available through an e-procurement ordering process.	

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	SANY offers a multitude of training opportunities throughout the year, both remotely across the country, and locally at SANY America headquarters in Georgia. Our product management and engineering teams in Peachtree City, GA lead the training directive for all customer, operator, and authorized dealer training. SANY's Product Management and engineering teams work in conjunction with our field sales and service representatives to over remote training coverage nationwide. SANY also offers tailored-focused training for specific customer groups and end-users; ensuring all of SANY's customers and end-users have the necessary resources available to them throughout the SANY network. SANY trains its authorized dealers on the value of Sourcewell; how to market and utilize Sourcewell, and create an overall seamless experience for Sourcewell members; Sourcewell training for authorized dealers is led by the SANY America Municipal Sales Team. Training is always standard and free to our dealers, end-users, customers, and prospective customers.
41	Describe any technological advances that your proposed products or services offer.	SANY's core focus is to lead with quality and durability at the forefront of every machine we offer. Simplicity in production with high-quality components and materials ensures our machines are built to withstand the rigorous operating environments demanded by the industry. SANY is not, and does not strive to be, an industry leader in groundbreaking technological advances. SANY's value to the customer, as a manufacturer, is to offer cost-effective tried-and-true equipment solutions, driven to increase productivity, and reduce downtime and operating costs.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Lighthouse Manufacturing – World Economic Forum Global Lighthouse Network Lighthouse Factory designation constitutes the highest degree of manufacturing innovation and results in higher productivity, and reduced material waste. New Energy Development – Wind Turbine Generator Production Offering 3MW to 6MW onshore wind turbines and tailor-made wind farm solutions Recognized by Bloomberg New Energy Finance (BNEF) as a world top-10 wind power product manufacturer See attached documents.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	SANY is a global leader in advanced manufacturing, having two certified Lighthouse Factories recognized by the World Economic Forum 'Global Lighthouse Network,' and the only two certified Lighthouse Factories in the global heavy industry. Lighthouse Factories are recognized as the 'pioneers of digital manufacturing and represent the highest level of intelligent manufacturing and digitalization,' all of which increase production capacity, and productivity, and reduce manufacturing costs. Only 67 manufacturers represent the 132 certified Lighthouse Factories in the highly esteemed Global Lighthouse Network. SANY's Lighthouse Factories have achieved a 123% expansion of production capacity, a 98% increase in productivity, a 29% reduction in unit manufacturing costs, and an overall automation rate of 76%; material waste has been reduced by nearly half. See attached documents

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	SANY America does not currently meet WMBE, SBE, or veteran-owned business certifications.	Item 4. *
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>SANY offers a unique value that distinguishes itself in the industry. SANY's focus is to offer a high level of quality and durability, with consistency to satisfy customers' needs. We have adopted an attitude of "Everything you need and nothing that you don't". This means that we have standardized the specification to meet the requirements of the market for each model which eliminates potential errors within the quoting or order process and allows us to provide agile responses to customer requests. In doing so, we differentiate ourselves in a few ways:</p> <ol style="list-style-type: none"> 1. Efficient Manufacturing <ol style="list-style-type: none"> a. SANY does not offer "Factory Options." b. We manufacture and offer highly spec'd machines at a great value; every machine is equipped with premium-grade components and includes standard features that are 'non-standard' upcharges when compared to our competitors' comparable models. c. Keeping our manufacturing process consistent down the assembly line ensures we can reduce manufacturing lead time, cost of production, and errors in customer orders, which all equates to value we pass down to our customers. d. Less variation – SANY can respond to customers' needs quicker, as we do not need to wait on specific order variations; every SANY order for a given machine is the exact same, which reduces lead time and allows us to quickly satisfy a customer's equipment needs. For example, if a customer needs a Motor Grader and we currently do not have one in stock, we can easily pull from the first available or potentially pull a machine from another dealership's inventory to fulfill the order. There is no need to check the specifications to ensure the machine is the same as the machine quoted. We do not have specification variation. We already know that Motor Grader is already what was quoted. 2. High-Quality Brand Name Components <ol style="list-style-type: none"> a. All SANY machines are equipped with high-quality brand-name components such as Cummins Engines, Deutz Engines, Yanmar Engines, Kawasaki Pumps, Rexroth Main Valves, Dana Axles, and ZF Transmissions, to name a few. Using the highest quality components in the industry ensures we provide value and durability on the front end and increase parts availability and reduce downtime on the back end. 3. Steel Production <ol style="list-style-type: none"> a. SANY is unique in that we own the steel production process from the steel mill to the final machine. b. Owning the steel production for our machines ensures SANY's rigorous QA standards are met on every machine and drastically reduces production costs; both of which are added values that we pass directly to the customer. 4. Machine Availability <ol style="list-style-type: none"> a. As a result of the above practices, SANY America strategically aims to hold three turns of inventory at all times. By doing so we are able to provide our customers with some of the best lead times in the industry. While SANY America is not immune from the state of today's supply chain constraints, we still typically fill any governmental order within 45 days. 	*

Table 9: Warranty

Item 4.

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes. Our warranty policy covers all products, parts, and labor. See Attached – Limited Warranty Certificate and Warranty Policy Manual	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. SANY America's warranty covers all products, parts, and labor associated with warrantable failures as described in the attached "SANY America Inc. Limited Warranty Certificate"	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Any part(s) of the SANY Product or the SANY Product itself, sold in the United States or Canada, and used for their designed and intended purpose, are covered by SANY's Limited Warranty within the applicable warranty period (Warranty Policy Manual)	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	The SANY Limited Warranty covers the expense of SANY Dealer technicians' travel mileage to customers at a maximum of 300 miles per covered repair. Technician travel time charges are at the discretion of the dealer (Warranty Policy Manual: Mileage)	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	For items made by other manufacturers that are provided in the finished SANY product (sold by SANY to SANY dealer or directly to the customer), SANY dealers will assist customers with warranty cases directly through the original equipment manufacturer during the original equipment manufacturers warranty period; once the original equipment manufacturers warranty period expires, SANY will continue to provide warranty service for these items for the remainder of the SANY Limited Warranty applicable warranty period. (Warranty Certificate: "Engine Warranty")	*
51	What are your proposed exchange and return programs and policies?	SANY's warranty ensures that any part(s) of the SANY Product or the SANY Product itself will be free of any defects by SANY in materials or workmanship; any part(s) of the SANY Product or the SANY Product itself will be repaired or replaced, at SANY's sole discretion, within the applicable warranty period, if found to be defective by SANY in materials or workmanship. (Warranty Certificate: Limited Warranty)	*
52	Describe any service contract options for the items included in your proposal.	SANY offers multiple levels of customer-tailored service agreements that can be purchased through the local servicing authorized dealer, which include: <ul style="list-style-type: none"> • Premier (Full Machine) • Powertrain + Hydraulics • Powertrain Only • Maintenance Solutions <ul style="list-style-type: none"> o Filters, fluids, wear items Additionally, SANY offers customizable extended warranty options, extending warranty coverage periods and operating hour limitations for the full machine, powertrain/powertrain + hydraulics, as well as various travel mileage radius coverage options for technician travel mileage.	*

Table 10: Payment Terms and Financing Options

Item 4.

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Payment terms for transactions between a government customer and dealership are at the selling dealership's discretion. Typical payment terms are net 30 days. Transactions executed between SANY America and a government customer are net 30 days. Accepted payment terms on this contract are bank wire transfer and ACH transfer.
54	Describe any leasing or financing options available for use by educational or governmental entities.	SANY America typically provides leases and financing through the end customer's bank of choice. SANY America has also partnered with NCL Government Capital to provide competitive and creative financing or leasing options for our government customers throughout the United States. NCL Government Capital's product offering includes but is not limited to Tax Exempt Municipal Leases, FMV Leases, TRAC Leases, Flex Plus Leases, Deferred Payments, and customized payment schedules tailored to fit each individual customer's need. NCL also has been awarded Sourcwell Contract #011620-NCL which allows SANY America to provide customers with a complete purchase solution via Sourcwell. Customers are also encouraged to utilize our dealership network for all rental needs.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	SANY America requires all dealerships to provide an approved Sourcwell Quote on the SANY standardized quotation template for all Sourcwell transactions. SANY America also requires a completed PDI Report in order to complete the order process with SANY America.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Dealerships may accept P-card payments at their own discretion. SANY America will accept P-card payments, but they are subject to a 3% fee.

Table 11: Pricing and Delivery

Item 4.

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	SANY provides a very simple pricing model. We offer our entire product line with a discount off of the list price by model to all Sourcewell members. Additionally, SANY America offers a discount off of list for all attachments offered in our price book. Our pricing strategy has been structured to reflect our most aggressive prices available for governmental customers along with a capped dealer margin. See Price Grid	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our discounts range for both machines and attachments from 19.8% to 35.2% off list.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	SANY America allows its dealership network the leeway to provide additional discounts to their customers at their discretion. Typically these additional discounts are based on volume or repeat business.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Sourced" or "Open Market" items may be purchased through our dealership network. Prices for these items are negotiated between the customer and the SANY dealership and reflect market value at the time of quotation. These items are typically priced with a "cost plus percentage" model. Dealerships are required to provide copies of all purchase orders and invoices for "Sourced" or "Open Market" items when submitting required documentation to SANY America. All documentation shall include the customer member number in accordance with our internal auditing process. These items are independently contracted between the dealership and Sourcewell member and are not subject to the proposed contract fee or quarterly reporting process.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Predelivery Inspection (PDI) and "Final Assembly" are not included in the pricing submitted with the response. Products offered on this Heavy Equipment contract vary in size and complexity and therefore demand varying requirements to be made ready to work. Standard PDI typically ranges from 1-2% of the machine price on the dealership quote to the member. At times, some machines may require final assembly requirements above and beyond the standard PDI process. The quoting SANY dealership may include any "Final Assembly" costs broken out separately on the final quote to the customer. Both PDI and Final Assembly are not subject to the contract discounts offered.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The SANY America dealership network has the option to utilize either the SANY America corporate contracted carrier to ship machines from the US factory/port or to "will call" their machines to be picked up and transported by an independent carrier of their choice. Once the machine arrives at the dealership and is made ready to deliver, the delivering dealer, at the customer's discretion, may make the machine available for pick up or schedule transport to the end customer's final requested delivery location. Final freight costs are negotiated between the delivering dealer and Sourcewell member and are indicated clearly as a separate line item on the final quote to the customer.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The freight process for end destinations outside the Continental United States follows the same process as above. SANY America and its dealership network may need to utilize untraditional shipping methods such as ocean barges or steamships to forward machines to their end destination which may affect final delivery timeframes.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Members requesting or requiring unique shipping methods may discuss options available to them by their local SANY dealership on a case-by-case basis	*

Table 12: Pricing Offered

Item 4.

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>SANY America's dedicated Municipal Sales Team will track all Sourcewell day-to-day activity and incorporate related team member KPIs based on Sourcewell performance. Under SANY America's terms and conditions to our dealership network, a dealer is not authorized to submit a quote to a Sourcewell member without approval from their assigned Municipal Sales Representative. Dealerships are required to provide pricing that is accurate and in line with current pricing levels and all supporting documentation such as "Sourced" item quotations/POs are to be included for approval. Municipal Sales Representatives are also required to keep our digital CRM tool (Salesforce) of all outstanding Sourcewell quotes up to date for the capability to instantly report Sourcewell metrics at any time. When a quote converts to an order within the system, we are able to pull and track current orders on hand. When a machine is put into service and retailed, dealerships are required to mark machines as a Sourcewell sale when commissioning machines. If a dealership fails to mark a machine as such, the dealership discounts do not apply to the machine invoice from SANY to the dealer in our accounting system. This holds the dealer accountable and incentivizes them to properly report all Sourcewell transactions. Internally, when a machine is marked for a Sourcewell sale, Accounting automatically rolls that sale up into monthly reporting sent to the Director of Strategic Accounts - Municipal. The Director then verifies that all reporting from accounting mirrors reporting from the Municipal Sales Representatives. Once all data is verified as correct, final approval is sent to Accounting to both remit payment to Sourcewell and issue dealership machine discount.</p> <p>See files in Transaction Documents.</p>
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>SANY America shall track the following items in relation to Sourcewell contract performance. These metrics will be tracked from contract-wide, regional, and dealership levels. Total Revenue, Total Machines Sold, Outstanding Number of Quotes, Outstanding Quotes Value, Sourcewell Contract Fees (Monthly, Quarterly, Annually), Average Delivery Time (Days from PO to invoice), Total Sales By Product Category, Total Sales by Model, and lost sales data such as Number of Lost Opportunities in both the number of units and revenue and reason for lost opportunity. These metrics are currently tracked by the Municipal Sales Team within Salesforce for all business within the governmental segment.</p>
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>SANY America proposes an administrative fee of 2% of the sale price of SANY machines and attachments listed on the contract.</p>

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
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69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>SANY America is proud to offer 8 different product lines which account for 37 different models.</p> <p>Excavators: SANY offers a line of 18 different hydraulic excavators from our smallest model, the SY16C, which is our 1.6 metric ton excavator our largest model, the SY500H, a 53 metric ton excavator. We also offer our SY265CLR, which is our long-reach model specifically designed for applications where working over longer distances is required to get the job done. We see this model used in applications ranging from deep or long-digging requirements to river and lake dredging. Of our 18 different models, 7 models achieve zero radius or reduced radius tail swings which create a more versatile machine designed to work in confined spaces where conventional swing excavators may be unable properly swing without obstruction. Furthermore, 7 of our models offer a swing boom configuration which furthers machine capability by allowing an operator to swing the boom to move the material, crane, or run hydraulic implements without the need to swing the entire machine in confined spaces. Lastly, our excavator line offers the SY6028, a 60-metric-ton excavator specifically designed for the demanding demolition application.</p> <p>Backhoe Loaders: SANY offers a Backhoe Loader line with two models. The SLB95 Cab and SLB95 Canopy. These models are designed to be the Swiss army knife of any fleet. The SANY SLB95 is designed to be easy to transport, easy to operate, and reliable. All three attributes are tailor-made to be utilized in the governmental segment. These models also represent the size class of backhoe loader that the majority of governmental end users purchase.</p> <p>Wheel Loaders: SANY America offers two models of loaders. SANY's 3-yard loader, the SW305k, comes standard with third-function hydraulics, a quick coupler, joystick controls, and a 360-degree camera standard. SANY's 4-yard loader, the SW405K, comes standard with a third-function hydraulic valve, quick coupler plumbed to the boom, joystick controls, and rearview camera standard. Both models are designed with versatility and ease of operation in mind. These two models represent the two size classes that account for over 50% of the North American market and the majority of Wheel Loaders which are sold in the governmental segment in North America.</p> <p>Soil Compactor: SANY America currently offers one Soil Compactor model, the SSR120C, a 12-metric-ton compactor. This model comes standard with a heated, and air-conditioned cab, 84-inch drum, and 3-piece Padfoot shell standard.</p> <p>Motor Grader: SANY America currently offers one Motor Grader model, the SMG200C-8. This model is specifically designed for the governmental customer with low acquisition cost and ease of operation. Our Motor Grader comes standard with a push block, front and rear hydraulics, premium circle, heated air ride seat, joystick controls with steering wheel, LED work lights, and rear ripper with teeth standard. This model is built with road maintenance in mind and is perfect for the governmental market.</p> <p>Telehandlers: SANY offers 6 models of telehandlers. We offer 10k telehandlers available in both def and no def engine models as well as in both an open canopy or climate-controlled cab. SANY also offers a 12k telehandler available in an open model and climate-controlled cab model.</p> <p>Rough Terrain Cranes: SANY currently offers two models of Rough Terrain Cranes. We offer the SR75A, a 75 US-ton model, and the SRA100A, a 100 US-ton model.</p> <p>Crawler Cranes: SANY offers 5 models of Crawler Cranes. Our product line offers solutions from the 90 metric ton class to the 400 metric ton class machines.</p> <p>SANY America is also proud to offer our entire attachment catalog to our customers. Customers can utilize our attachment catalog so that they may completely equip their machines with the attachments needed to purchase their equipment "ready to work" without the need to utilize a "Sourced" or "Open Market" item.</p>	Item 4.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>SANY America's subcategories are as follows:</p> <ul style="list-style-type: none"> • A – Excavators • B – Backhoe Loaders • C – Wheel Loaders • D – Road Machinery • E – Telehandler • F – Rough Terrain Crane • G – Crawler Cranes • H – Attachments 	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Item 4.

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Wheeled, tracked, and backhoe loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wheeled & Backhoe Loaders
72	Motor Graders	<input checked="" type="radio"/> Yes <input type="radio"/> No	
73	Wheeled and tracked excavators	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tracked Excavators Only
74	Bulldozers, compactors, scrapers, articulated and rigid haulers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Soil Compactors Only
75	Cranes	<input checked="" type="radio"/> Yes <input type="radio"/> No	Rough Terrain & Crawler Cranes
76	Accessories or attachments for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	
77	Technology or services for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Customer Support Agreements, Extended Warranty Programs, and Telematics provided via the SANY Dealership Network

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	<input type="radio"/> Yes <input checked="" type="radio"/> No	Two Wheel loaders with rated HP of 184 and 262.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	SANY offers 6 excavator models with a net rated HP of 150 HP or greater. SY215C, SY225C, SY265C, SY265CLR, SY365C, SY500H
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	SANY SMG200C-8 with an operating weight of 45,107 lbs.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	<input checked="" type="radio"/> Yes <input type="radio"/> No	SANY SCA2600A and SCA4000A offer a lifting capacity exceeding 300 tons and a boom length exceeding 150 feet.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
N/A	N/A	N/A

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Pricing.zip - Tuesday January 17, 2023 08:30:30
 - [Financial Strength and Stability](#) - Company Information and Financial Strength.zip - Monday January 16, 2023 22:17:36
 - [Marketing Plan/Samples](#) - Marketing Plan Samples.zip - Tuesday January 17, 2023 15:20:55
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty.zip - Tuesday January 17, 2023 07:27:02
 - [Standard Transaction Document Samples](#) - Standard Transaction Documents.zip - Tuesday January 17, 2023 08:27:00
 - [Upload Additional Document](#) - Additional Document Uploads.zip - Tuesday January 17, 2023 13:26:39

Addenda, Terms and Conditions

Item 4.

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

Item 4.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mengtao Xie, CEO & Vice Chairman, Sany America, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	<input checked="" type="checkbox"/>	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	<input checked="" type="checkbox"/>	1



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FORM: Francine Ramaglia, Town Manager

DATE: August 6, 2024

SUBJECT: Approval on *Resolution No. 2024-54 - Communication Emergency Response Teams (CERT) Third Amendment to Grant Agreement (Logo Use)*

Background:

The Town of Loxahatchee Groves desires to assist community organizations that provide a public benefit to the citizens of the Town. The Communication Emergency Response Team (CERT) which is comprised of members who are trained through a Citizens Emergency Response Team program which is created by the Department of Emergency Management to assist in storm related events and other emergencies. CERT provides voluntary emergency response assistance within the Town and entered into a one-year grant agreement in 2021 and extended the agreement in 2022 and 2023.

The third amendment is to 1) extend the agreement for one fiscal year, and 2) to amend the terms of the agreement, 3) adding a new section for the use of the Town's Logo, and 4) adding a new section for regarding human trafficking.

The outstanding balance from FY24 of \$3,786.00 to this year, which will be carried forward.

We look to approve this Third Amendment to the Grant Agreement extending the terms and conditions of the Grant Agreement through September 30, 2025.

Recommendation:

Consideration of *Resolution No. 2024-54* authorizing the entry by the Town into a Third Amendment to Grant Agreement with Loxahatchee Groves CERT Team, Inc.

RESOLUTION NO. 2024-54

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO A THIRD AMENDMENT TO GRANT AGREEMENT WITH LOXAHATCHEE GROVES CERT TEAM, INC. TO PROVIDE AN EXTENSION TO THE TERM, A GRANT AWARD, AND USE OF THE TOWN LOGO AND FOR CHANGES IN LAW; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves (Town) desires to assist community organizations that provide a public benefit to the citizens of the Town; and

WHEREAS, the Loxahatchee Groves CERT Team, Inc. (CERT) is comprised of members who are trained through a Citizens Emergency Response Team program created by the Department of Emergency Management to assist in storm related events and other emergencies; and

WHEREAS, CERT provides voluntary emergency response assistance within the Town; and

WHEREAS, effective October 1, 2021, the Town and CERT entered into a one-year Grant Agreement; and

WHEREAS, effective October 1, 2022, the Town and CERT extended the term of the Grant Agreement for an additional one-year term and provided for parking and storage of the CERT equipment and supply trailer(s) by the Town; and

WHEREAS, effective October 1, 2023, the Town and CERT extended the term of the Grant Agreement for an additional one-year term and provided for parking and storage of the CERT equipment and supply trailer(s) by the Town and a carry-over of funds; and

WHEREAS, the Town and CERT desire to extend the Grant Agreement for an additional one-year term, provide for the amendment of terms, adding a new section for the use of the Town's logo, adding a section regarding human trafficking and carry forward unexpended funds from FY24 Grant Award to provide CERT with a potential grant of up to \$3,786.00 during FY25; and

WHEREAS, the Town Council has determined the Third Amendment to Grant Agreement with CERT 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.

Section 2. The Town Council of the Town of Loxahatchee Groves hereby approves the Third Amendment to Grant Agreement with Loxahatchee Groves CERT Team, Inc., attached hereto as Exhibit "A". The Mayor is authorized to execute any and all documents to implement the Grant Agreement, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

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

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

	<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"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMEBER	<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 Phillis Maniglia

Councilmember Robert Shorr

THIRD AMENDMENT OF GRANT AGREEMENT BETWEEN TOWN OF LOXAHATCHEE GROVES, FLORIDA AND LOXAHATCHEE GROVES CERT TEAM, INC.

THIS THIRD AMENDMENT OF GRANT AGREEMENT (the “Amendment”) is made and entered into _____ by and between the Town of Loxahatchee Groves, Florida, a municipal corporation of the State of Florida (“Town”) and Loxahatchee Groves CERT Team, Inc., a non-profit corporation, authorized to conduct business in the State of Florida (“Grantee”).

WITNESSETH:

WHEREAS, Town and Grantee entered into a one-year Grant Agreement, effective October 1, 2021, First Amendment of Grant Agreement, effective October 1, 2022, and Second Amendment of Grant Agreement, effective October 1, 2023, which are incorporated herein by reference (collectively, the “Agreement”); and

WHEREAS, Town and Grantee desire to extend the term of the Agreement for one (1) fiscal year.

WHEREAS, Town and Grantee agree to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.
2. The Town and Grantee hereby amend Paragraph 1.1 of the Agreement to amend the Term of the Agreement, to read as follows:
 - 1.1 Based on the needs identified by the GRANTEE in its submitted budget, attached hereto and incorporated herein as Exhibit “A” the TOWN hereby grants to GRANTEE a Grant Award up to the amount of three thousand seven hundred eighty-sixty dollars (\$3,786.00) which includes a carry forward from previous year’s Grant Award balance of three thousand seven hundred eighty-sixty dollars (\$3,786.00). The Grant Award is for reimbursement only and shall be paid over time and from time to time upon receipt by the TOWN of proper documentation from the GRANTEE as stated herein.
3. The Town and Grantee hereby amend Paragraph 4.1 of the Agreement to amend the Term of the Agreement, to read as follows:
 - 4.1 The term of this Agreement shall be from October 1, 2021, through September 30, 2025, unless terminated earlier, as provided below.

4. The Town and Grantee hereby amend the Agreement by adding thereto a new Section 28, to read as follows:

28. Town Logo.

28.1 The Town hereby grants Grantee a limited use of the Town's logo and to add thereto Grantee's name, as depicted in Exhibit "A" attached to this Amendment ("Altered Logo"). Grantee is authorized to use the Altered Logo to create vinyl signs to attach to its trailer. Such further use of the Town's logo or the Altered Logo must be approved by the Town Manager prior to use.

5. The Town and Grantee hereby amend the Agreement by adding thereto a new Section 29, to read as follows:

29. Human Trafficking.

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

6. Except as set forth herein, the Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Second Amendment as of the day and year first written above.

LOXAHATCHEE GROVES CERT TEAM, INC.

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 20___ by _____, as _____, of Loxahatchee Groves CERT Team, Inc., a company authorized to do business in the State of Florida, and ___ who is personally known to me or ___ who has produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Loxahatchee Groves CERT Team, Inc., to the same.

NOTARY PUBLIC

(SEAL)

Signature of Notary Public

(Print Name)

My Commission Expires: _____

Commission No.: _____

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

By: _____
Anita Kane, Mayor

ATTEST:

Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney



TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

**AGENDA MEMO**

TO: Town Council

FROM: Richard Gallant, Public Works Director

VIA: Francine Ramaglia, Town Manager

DATE: August 6, 2024

SUBJECT: *Resolution No. 2024-55 - Change Order additions to Johnson Davis Purchase Order Resolution 2024-14 with Resident Donation Agreement*

Background:

The Public Works Department obtained a purchase order under Resolution 2024-14 in the amount of \$136,640 to replace the 96" culvert on F Rd connecting 12th Place North with F Rd. Prior to commencing with the project a resident requested the culvert be extended from 40 foot to 60 foot. This would require the 24-inch culvert under 12th Place North be replaced. A change order request was made from the vendor Johnson Davis. The change order came in at \$63,600. Once the resident agreed to pay for the changes an agreement was drafted for a donation from Kristian and Kimberly Strong in the amount of the change order. The agreement was executed by Mr. and Mrs. Strong on July 22, 2024. Upon approval of this resolution, the resident will remit payment for \$63,600 and the purchase order will be updated to reflect the additional work. This arrangement has been executed in the past with other residents in the town. An example of this Town/Resident partnership is the replacement of the culvert on Biddix Rd around 2008.

Recommendations: Move that Town Council adopt *Resolution No. 2024-55* approving the change order with Johnson Davis and the agreement with Mr. and Mrs. Strong.

TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2024 -55

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING THE ISSUANCE OF A CHANGE ORDER FOR INSTALLATION OF A BRIDGE CULVERT AT 12th PLACE NORTH AND F ROAD; APPROVING AN AGREEMENT WITH KRISTIAN AND KIMBERLY STRONG REGARDING CULVERT REPLACEMENT RELATED TO THE CHANGE ORDER; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2022-75, adopted by Town Council on November 1, 2022, the Town entered into an agreement with Johnson-Davis, Inc. utilizing the City of Boynton Beach BID No. 019-2821-19/IT: Repairs and Emergency Services for Water Distribution, Wastewater Collection and Storm Water Utility Systems; and

WHEREAS, pursuant to Resolution No. 2024-14, Town Council gave authorization to issue a purchase order for the installation of a bridge culvert at 12th Place North and F Road, as stated in the Scope of Work attached thereto (“Project”); and

WHEREAS, Mr. and Mrs. Strong, who own property adjacent to the Project have requested, and agreed to pay for, a change order to the Project that will extend the culvert from forty (40) feet to sixty (60) feet across the canal and add the replacement of the 24 inch culvert across 12th Place North, as stated in the Scope of Work attached hereto (“Change Order Scope”) to alleviate traffic and safety issues at the intersection of 12th Place North and F Road; and

WHEREAS, Town Council has determined that the most prudent and economical solution is to issue a change order to the Project for the Town’s contractor to perform the Change Order Scope as it is impractical to perform the Change Order Scope as a separate project from the Project; and

WHEREAS, the Mr. and Mrs. Strong have executed an Agreement to pay the Town for the Change Order Scope; and

WHEREAS, the Town Council has determined that adding the Change Order Scope to the Project serves a valid public purpose.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby authorizes the issuance of a change order to the Project for the Change Order Scope in accordance with the Scope of Work and pricing attached hereto as Exhibit “A”, contingent on receipt of payment from Mr. and Mrs. Strong under the Agreement approved in Section 3 of the Resolution.

Section 3. The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the Agreement with Mr. and Mrs. Strong attached hereto as Exhibit “B”.

Section 4. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

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

Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion, and upon being put to a vote, the 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"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, 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 Phillis Maniglia

Councilmember Robert Shorr

AGREEMENT REGARDING CULVERT REPLACEMENT

THIS AGREEMENT is made as of the twenty-second day of July, 2024, by and between the **TOWN OF LOXAHATCHEE GROVES, FLORIDA**, a municipal corporation under the laws of the State of Florida, whose mailing address is 155 F Road, Loxahatchee Groves, FL 33470 ("Town"), and **Kimberly and Kristian Strong**, wife and husband, whose mailing address is 1201 F Road, Loxahatchee, FL 33470 ("Property Owners").

RECITALS:

WHEREAS, Property Owners are the owners of real property located adjacent to 12th Place North in the Town of Loxahatchee Groves, Florida; and

WHEREAS, the Town owns and maintains a ninety-six (96) inch by forty (40) foot bridge culvert crossing the canal at the eastern end of 12th Place North, connecting to F Road ("Culvert"); and

WHEREAS, the Town entered into a contract to replace the Culvert; and

WHEREAS, the Property Owners desire to expand the Culvert to a ninety-six (96) inch by sixty (60) foot bridge culvert and to replace the twenty-four (24) inch culvert at the eastern end of 12th Place North ("Change Order Scope") to alleviate traffic and safety concerns; and

WHEREAS, the Town has received contractor pricing for the Change Order Scope in the amount of sixty-three thousand and six hundred dollars (\$63,600); and

WHEREAS, it is impractical to perform the Change Order Scope as a separate project from the replacement of the existing Culvert; and

WHEREAS, the Town has determined that the most prudent and economical solution is to replace the Culvert with the Change Order Scope; and

WHEREAS, the Town and Property Owners desire to cooperate with each other in effecting the replacement of the Culvert with the Change Order Scope and to share the cost between them; and

WHEREAS, the Town Council has determined it to be in the best interest of the Town to enter into this Agreement.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the mutual promises contained herein the parties hereto acknowledge the following and do hereby agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference.

2. The Property Owners shall, concurrent with the signing of this Agreement, pay to the Town the amount of sixty-three thousand and six hundred dollars (\$63,600), for the Change Order Scope based on the contractor pricing provided to the Town.
3. The Town shall engage its contractor, Johnson-Davis, Inc. ("Contractor") to perform the replacement of the Culvert with the Change Order Scope at the intersection of 12th Place N and F Road as depicted in composite Exhibit "A", attached hereto and incorporated herein by this reference, which includes the scope of work to replace the Culvert and the Change Order Scope ("Project").
4. Between the parties, the Town shall have full responsibility for the contracting and approval of the Project.
5. None of the terms of this Agreement, nor any action by the Town in connection with the Project described herein shall modify either party's ownership or maintenance responsibilities with respect to the storm water system. Specifically, no action by the Town in connection with this Agreement shall constitute an acceptance of maintenance obligations in excess of those that existed prior to this Agreement.
6. In the event that the Property Owners should fail in their obligation to pay for the Change Order Scope as set forth in paragraph (1) above, this Agreement will be null and void and the Town will replace the Culvert without the requested Change Order Scope.
7. Nothing contained herein shall be construed or interpreted as consent by the Town to be sued, nor as a waiver of sovereign immunity beyond the waiver or monetary limits provided in Section 768.28, Florida Statutes.
8. This Agreement embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. Should any dispute arise from this Agreement venue shall lie in Palm Beach County, Florida.
9. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by all parties hereto and approved by appropriate action of the Town Council.
10. This Agreement, regardless of where executed or performed, shall be governed by and construed in accordance with the substantive laws of the State of Florida.
11. This Agreement shall be binding upon and shall inure to the benefit of the Town and Property Owners and their respective heirs, personal representatives, successors, and assigns.
12. All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery, if delivered personally, or if sent US Postal Service by

placing into a US Postal Service Depository and sent by registered or certified mail, return receipt requested, postage prepaid as follows:

Town of Loxahatchee Groves
 Attention Town Manager
 155 F Road
 Loxahatchee Groves, Florida 33470

Mr. and Mrs. Kristian Strong
 1201 F Road
 Loxahatchee, Florida 33470

13. A waiver by either the Town or the Property Owners of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

14. The invalidity, illegality or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

Executed this 22 day of July, 2024.

Witnesses:

Property Owners


 By: Richard Gallant
 Address: 155 F Rd Loxahatchee Groves


 By: Craig Lower
 Address: 155 F Rd Loxahatchee Groves


 Kimberly Strong

By: Richard Gallant
 Address: 155 F Rd Loxahatchee Groves

Kristian Strong

By: Craig Lower
 Address: 155 F Rd Loxahatchee Groves

STATE OF FLORIDA
 COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of XX physical presence or online notarization this twenty-second day of July, 2024 by Kimberly Strong and Kristian Strong, and who are personally known to me or XX who have produced Florida Driver's License as identification.

Notary Public

Print Name: Lexi Collegio
 My commission expires: July 6, 2027

Executed this 22 day of July, 2024.



TOWN OF LOXAHATCHEE GROVES,
 FLORIDA

Francine Ramaglia, Town Manager

Approved as to Legal Form:

Office of the Town Attorney

EXHIBIT "A"

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council
FROM: Richard Gallant, Public Works Director
VIA: Francine Ramaglia, Town Manager
DATE: August 6, 2024
SUBJECT: *Resolution No. 2024-56 - Al's Auto Repair Best Interest Contract*

Purpose: The Public Works Department is exploring the implementation of a best interest contract with Al's Auto Repair. This memo outlines the rationale and benefits of engaging Al's Auto Repair for our department's vehicle and equipment maintenance needs.

Background: Al's Auto Repair is a local business conveniently situated behind the Public Works Department facilities. Over the years, Al's has demonstrated reliability and expertise in servicing our department's vehicles and equipment. They have consistently provided competitive pricing and have been an approved vendor of the town, ensuring compliance with procurement protocols.

Reasons for Consideration:

1. **Proximity and Accessibility:** Al's Auto Repair is strategically located near our facilities, which facilitates quick turnaround times for maintenance and repairs.
2. **Proven Track Record:** Al's has a longstanding history of successfully completing jobs for the Public Works Department. They have consistently delivered high-quality service and have earned our trust through their reliability and competence.
3. **Cost-Effectiveness:** Al's Auto Repair has consistently provided the lowest quotes for multiple jobs compared to other vendors. This cost-effectiveness is advantageous for optimizing our department's budget allocation.

Proposal: Given the above factors, the Public Works Department proposes entering into a best interest contract with Al's Auto Repair. This contract aims to streamline our maintenance operations, capitalize on their competitive pricing, and continue benefiting from their localized expertise.

Recommendations: Move that Town Council adopt *Resolution No. 2024-56* approving the Agreement Al's Auto Repair.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2024-56

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN AGREEMENT WITH AL'S AUTO REPAIR OF LOXAHATCHEE, INC TO PROVIDE VEHICLE AND EQUIPMENT PARTS AND SERVICES TO THE TOWN AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves ("Town") is in need of a contractor to provide vehicle and equipment parts and services to the Town; and

WHEREAS, the Town has obtained such goods and services from Al's Auto Repair of Loxahatchee, Inc. ("Contractor") for many years at competitive pricing; and

WHEREAS, Contactor is ideally located adjacent to the Town's public works facility; and

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

WHEREAS, the Town has determined the attached Agreement serves a valid public purpose.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the Agreement for Goods and Services with Al's Auto Repair of Loxahatchee, Inc.

Section 3. This Resolution shall take effect immediately upon 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"/>
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"/>

**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 Robert Shorr

Councilmember Phillis Maniglia

Office of the Town Attorney

Councilmember Laura Danowski

AGREEMENT FOR GOODS AND SERVICES

THIS AGREEMENT is made this 22 day of JULY, 2024 between the **Town of Loxahatchee Groves**, Florida, a municipal corporation, hereinafter the "TOWN", with its office located at 155 F Road, Loxahatchee Groves, Florida 33470, and Al's Auto Repair of Loxahatchee, Inc., a corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with a mailing address of 14581 Southern Blvd., Loxahatchee, Florida 33470.

RECITALS

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

WHEREAS, the TOWN is in need of a contractor to provide vehicle and equipment parts and services;

WHEREAS, CONTRACTOR has been providing such goods and service to the Town for many years at competitive pricing;

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

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

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

1. **SCOPE OF WORK**

1.1 The scope of work is to provide vehicle and equipment parts and services to the TOWN.

1.2 This Agreement does not guarantee that the TOWN will utilize CONTRACTOR in any capacity or for any goods or services identified herein. When the TOWN identifies a need for goods or services from CONTRACTOR, the TOWN will request a proposal from the CONTRACTOR to provide the goods and services requested. CONTRACTOR shall provide a proposal that details the work to be provided, including the cost of parts and labor and number of labor hours and any other costs and expenses to complete the requested work. CONTRACTOR's proposal shall be submitted to the TOWN with a work order in the form attached hereto as Exhibit "A". If the TOWN will provide goods to the

CONTRACTOR to be utilized for services under a proposal, the CONTRACTOR shall also provide a Purchase Order Request with the CONTRACTOR's proposal submitted to the TOWN. Upon receipt of the CONTRACTOR's proposal, the TOWN shall decide in its sole discretion whether to award the work to the CONTRACTOR. If the work order is awarded to the CONTRACTOR, the CONTRACTOR shall commence the work upon receipt of a Notice to Proceed from the TOWN or upon the CONTRACTOR's receipt of a fully executed work order for the goods and services. The TOWN reserves the right to reject any and all proposals submitted by the CONTRACTOR.

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

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

2. USE OF AGENTS OR ASSISTANTS

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

3. FEE AND TERM

3.1 For the goods and services to be provided under this Agreement, the CONTRACTOR shall be entitled to payment as set forth in any approved work order.

3.2 The Town is exempt from the payment of Florida State Sales and Use Tax. Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fill any contractual obligations with the Town, nor is the Contractor authorized to use the Town's Tax Exemption Number in securing such materials.

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

3.4 The initial term of the Agreement shall become effective upon approval by both parties and shall extend until September 30, 2027, unless terminated earlier, as provided below.

3.5 This Agreement may be renewed by written agreement of the parties for two (2) additional one (1) year periods. The Town Manager is authorized to renew the Agreement on behalf of the Town upon the same terms and conditions as set forth herein.

4. MAXIMUM COSTS

4.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to provide the goods and services under this Agreement is one hundred thousand dollars (\$100,000.00), and no additional costs shall be authorized without an amendment to this Agreement approved by Town Council.

4.2 The TOWN shall pay the CONTRACTOR the lump sum, not to exceed amount(s) set forth in an approved work order. The CONTRACTOR expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved work order shall be a lump sum, not to exceed price, and no additional costs shall be authorized or paid by the TOWN unless approved by written amendment to the work order by the TOWN. In no case shall the CONTRACTOR bill the TOWN for any amount not stated in an approved work order or written amendment thereto.

4.3 The Public Works Director shall have authority to approve work orders in an amount not to exceed fifteen thousand dollars (\$15,000.00). The Town Manager shall have authority to approve work orders in an amount not to exceed twenty four thousand, nine hundred and ninety nine dollars and ninety nine cents (\$24,999.99). Work orders in greater amounts must be approved by the Town Council. These authorization amounts are intended to be not to exceed amounts for the total amount of any approved work order including any amendments thereto and do not apply to work orders and amendments separately.

5. INVOICE

5.1 The CONTRACTOR shall submit an itemized invoice detailing the actual costs to complete the work under an approved work order to the TOWN for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an invoice for the goods and services provided. All invoices will be paid in accordance with the Local Government Prompt Payment Act.

6. COPIES OF DATA/DOCUMENTS

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

7. OWNERSHIP

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

8. DEFAULTS, TERMINATION OF AGREEMENT

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

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

8.3 CONTRACTOR acknowledges and agrees that the TOWN is a municipal corporation and political subdivision of the State of Florida, and as such, this Agreement is subject to budgeting and appropriation by the TOWN of funds sufficient to pay the costs associated therewith in any fiscal year of the TOWN. Based upon the timeframes set

forth in this Agreement, the TOWN agrees that it has the funding available for the current fiscal year (FY 2023-2024) and agrees to propose in each applicable fiscal year budget thereafter an amount to cover the TOWN's payment obligations as stated in this Agreement; however, the TOWN's future funding obligations as stated herein are all subject to the TOWN's annual budgeting and appropriation process. CONTRACTOR understands and agrees that the TOWN's funding obligations hereunder are payable exclusively from duly appropriated or otherwise legally available funds and shall not be construed to be debt, liability or obligation within the meaning of any applicable constitutional or statutory limitation or requirement. Neither the TOWN nor the State of Florida nor any political subdivision or agency thereof has pledged any of its full faith and credit or its taxing power to make any payments under this Agreement. In the event the funds budgeted or appropriated are, or are estimated by the TOWN to be, insufficient to pay the costs associated with the TOWN's payment obligations under this Agreement in any fiscal year after the current fiscal year, then the TOWN will notify CONTRACTOR of such occurrence and either the TOWN or CONTRACTOR may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the TOWN of any kind whatsoever; however, TOWN shall pay CONTRACTOR for all goods and services provided under this Agreement through the date of termination.

9. INSURANCE

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

A. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the

CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

B. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

C. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

9.2 The insurance provided by the CONTRACTOR shall specifically include the TOWN as an "Additional Insured" and include a waiver of subrogation. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall apply on a primary and non-contributory basis. Any insurance, or self-insurance, maintained by the TOWN shall be excess of, and shall not contribute with, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

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

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

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

9.6 At its sole discretion, the TOWN may obtain or renew the CONTRACTOR's insurance, and the TOWN may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the TOWN all monies paid to obtain or renew the insurance.

The TOWN may offset the cost of the premium against any monies due the CONTRACTOR from the TOWN.

10. WAIVER OF BREACH

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

11. INDEMNITY

11.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the TOWN, its elected officials, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the TOWN in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

11.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii)

the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

11.3 Nothing contained in the foregoing indemnification shall be construed or interpreted as consent by the TOWN to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time, which the parties agree applies regardless of whether a claim is made under tort or contract.

12. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

12.1 This Agreement consists of the terms and conditions provided herein, the Scope of Work and Pricing attached hereto as Exhibit "A", and any TOWN issued work orders. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail; however, the specific scope of services set forth in a work order shall take precedence over any other more general description of services. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

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

13. ASSIGNMENT AND AMENDMENT

13.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the TOWN and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the TOWN and the CONTRACTOR and not for the benefit of any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owed, without the TOWN's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement.

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

13.3 This Agreement may not be altered or amended except by a writing signed by the parties hereto.

14. SUCCESSORS AND ASSIGNS

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

15. WAIVER OF TRIAL BY JURY

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

16. GOVERNING LAW AND REMEDIES

16.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

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

16.3 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be responsible for their own attorney's fees at all levels.

17. TIME IS OF THE ESSENCE

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

18. NOTICES

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

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

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

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

Al's Auto Repair of Loxahatchee, Inc.
14581 Southern Blvd.
Loxahatchee, Florida 33470

19. SEVERABILITY

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

20. DELAYS AND FORCES OF NATURE

20.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the TOWN shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR's delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the TOWN in its sole discretion, the time of completion shall be extended for any reasonable time that the TOWN, in its sole discretion, may decide; subject to the TOWN'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the TOWN or its employees, or by any other CONTRACTOR employed by the TOWN, or by changes ordered by the TOWN, unavoidable casualties, or any causes beyond the CONTRACTOR's control, or by delay authorized by the TOWN pending negotiation or by any cause which the TOWN, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the TOWN, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the TOWN. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in

completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

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

21. COUNTERPARTS

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

22. LIMITATIONS OF LIABILITY AND LIEN RIGHTS

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

22.2 CONTRACTOR shall have no lien rights regarding any property owned by the TOWN.

23. PUBLIC ENTITY CRIMES

23.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the Convicted Vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. CONTRACTOR will advise the TOWN immediately if it becomes aware of any violation of this statute.

24. PREPARATION

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

25. PALM BEACH COUNTY INSPECTOR GENERAL

25.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

26. ENFORCEMENT COSTS

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

27. PUBLIC RECORDS

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

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

TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

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

28. COPYRIGHTS AND/OR PATENT RIGHTS

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

29. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

30. PROTECTION OF PROPERTY

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

31. DAMAGE TO PERSONS OR PROPERTY

31.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and he/she shall

save the TOWN, its employees, officials and agents thereof harmless from all claims made on account of such damages.

32. SCRUTINIZED COMPANIES

32.1 As provided in F.S. 287.135, by entering into this Agreement, the CONTRACTOR certifies that CONTRACTOR and CONTRACTOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder have not been placed on the Scrutinized Companies that Boycott Israel List and are not on participating in a boycott of Israel.

32.2 Should this Agreement be for goods and services in the amount of \$1 million or more, CONTRACTOR certifies that the CONTRACTOR and CONTRACTOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and that do not have business operations in Cuba or Syria.

32.3 Pursuant to section 287.135, Florida Statutes, TOWN may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel or are placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List or have business operations in Cuba or Syria during the term of this Agreement. The CONTRACTOR shall promptly notify the TOWN of any change in this certification.

33. E-VERIFY

33.1 Pursuant to Section 448.095(2), Florida Statutes, CONTRACTOR shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to TOWN upon request;

- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- f. Be aware that if TOWN terminates this Agreement under Section 448.095(2)(e), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by TOWN as a result of termination of this Agreement.

34. HUMAN TRAFFICKING

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

35. WARRANTY

35.1 The CONTRACTOR warrants and guarantees to the TOWN that all work provided under this Agreement will be in accordance the requirements hereunder. The CONTRACTOR warrants that all goods supplied under this Agreement shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies). CONTRACTOR warrants that all work performed under this Agreement will be free from defects for one (1) year from the final completion of all work. If, at any time prior to the expiration of the one (1) year warranty period, the TOWN discovers any failure or breach of the CONTRACTOR's warranties or the CONTRACTOR discovers any failure or breach of the CONTRACTOR's warranties, the CONTRACTOR will, upon written notice from TOWN or of its own accord, at the CONTRACTOR's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The CONTRACTOR will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of TOWN. In the event the CONTRACTOR fails to initiate and diligently pursue corrective action within five (5) days of the CONTRACTOR's receipt of the TOWN's notice or the CONTRACTOR's discovery of the same, the TOWN may undertake such corrective action at the CONTRACTOR's expense. The CONTRACTOR's obligations under this section shall be limited to the cost of repair of the defective condition.

36. DISCRIMINATION

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

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written.

CONTRACTOR:

**AL'S AUTO REPAIR OF LOXAHATCHEE,
INC., a corporation authorized to do
business in the State of Florida**

[Corporate Seal]

By: 
Print Name: Alfred Mohammed
Title: President

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ___ online notarization this 22 day of JULY, 2024 by Alfred Mohammed, as President, of Al's Auto Repair of Loxahatchee, Inc., a company authorized to do business in the State of Florida, and ___ who is personally known to me or ☒ who has produced drivers license as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Al's Auto Repair of Loxahatchee, Inc. to the same.

Notary Public 

Print Name: Lexi Collegio
My commission expires: 7/6/27



ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

By: _____
Anita Kane, Mayor

Approved as to form and legal sufficiency:

Office of the Town Attorney

Exhibit "A"
Sample Work Order

WORK ORDER NO. _____

THIS WORK ORDER ("Work Order") is made on the ____ day of _____, 20____, between the **Town of Loxahatchee Groves**, a Florida municipal ("Town") and _____, a Florida corporation ("Contractor").

1.0 Project Description:

The Town desires the Contractor to provide goods and services as identified herein and generally described as: _____ (the "Project").

2.0 Scope

Under this Work Order, the Contractor will provide goods and services to the Town as detailed in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1"**. If Contractor's proposal contemplates direct purchase of goods by the Town, the proposal includes a Purchase Order Request.

3.0 Schedule

The goods and services to be provided under this Work Order shall be completed within _____ calendar days from the Town's approval of this Work Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Work Order is issued for a lump sum, not to exceed amount of \$ _____. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount. Such lump sum is broken down in the proposal to reflect cost of goods to be purchased, number of labor hours, hourly labor rates, and any other costs and expenses anticipated as part of the work.

5.0 Project Manager

The Project Manager for the Contractor is _____, phone: _____; email: _____; and, the Project Manager for the Town is _____, phone: _____; email: _____.

6.0 Progress Meetings

If this Work Order is scheduled for completion in more than 30 days, the Contractor shall schedule periodic progress review meetings with the Town Project Manager as necessary but every 15 days as a minimum, unless otherwise directed by the Project Manager.

7.0 Warranty

The Contractor warrants and guarantees to the Town that all work provided under this Work Order will be in accordance this Work Order and Agreement. The Contractor warrants that all goods supplied under this Work Order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies). Contractor warrants that all work performed under this Work Order will be free from defects for one (1) year from the final completion of all work. If, at any time prior to

the expiration of the one (1) year warranty period, the Town discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from Town or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of Town. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the Town's notice or the Contractor's discovery of the same, the Town may undertake such corrective action at the Contractor's expense. The Contractor's obligations under this section shall be limited to the cost of repair of the defective condition.

8.0 Town Authorization

This Work Order is issued pursuant to the Agreement for Goods and Services between the Town and the Contractor, dated _____, 20__ ("Agreement"). If there are any conflicts between the terms and conditions of this Work Order and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of services set forth in this Work Order shall take precedence over any other more general description of services.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order as of the day and year set forth above.

CONTRACTOR:

By: _____

[Corporate Seal]

Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF _____)

Subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____, as _____ of _____, ☐ who is personally known to me or ☐ who produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____ (Contractor) to the same.

(Signature of Notary Public-State of Florida)

(Print, type, or stamp commissioned name of Notary public)

TOWN OF LOXAHATCHEE GROVES

ATTEST:

By: _____

Name: _____

Title: _____

Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney



155 F Road Loxahatchee Groves, FL 33470

TO: Mayor and Councilmembers

FROM: Francine Ramaglia, Town Manager

DATE: August 6, 2024

SUBJECT: Approval of Resolution 2024-57 - Renewal of Lobbying & Government Affairs Consulting Services

Background:

As we approach the upcoming legislative session, and because we have had success in the past, time is of the essence should the Town wish to consider Lobbying & Government Affairs Consulting Services. The Law Office of Ronald L. Book, P.A., has requested to enter into a new contract to cover the 2025 Legislative Session.

The full year contract which is attached has a total contract value of \$75,000, (an increase of \$10,000.00 from last year) plus out of pockets and other expenses of more than \$5,000. The scope of their services includes but are not limited to the following:

- Attending pertinent committee meetings
- Drafting and preparing appropriations request applications and supporting documents
- Identifying legislative champions for said projects
- Testifying at committee hearings
- Preparing support materials as necessary
- Scheduling meetings for town officials with House and Senate members, staff, and agency officials
- Providing written reports regularly throughout the legislative session and committee weeks

The joint venture partnership will be available for virtual meetings and teleconferences as necessary, and will appear before the council, before and following the 2025 legislative session, to provide a report.

Recommendation: Staff seeks Council approval of the new contract with Ronald L. Book, P.A. and the Pittman Law Group for lobbying and government affairs consulting services for the 2025 legislative session at a cost of \$75,000 plus out of pocket expenses of \$5,000.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2024-57

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN AGREEMENT WITH RONALD L. BOOK, P.A., AND THE PITTMAN LAW GROUP FOR LOBBYING SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves (“Town”) is in need of a lobbyist for various matters; and

WHEREAS, the Town has an existing contract with Ronald L. Book, P.A. and the Pittman Law Group, Inc. (“Lobbyist”) for such purposes; and

WHEREAS, the Town the Lobbyist have agreed to enter into a new contract to cover the upcoming Legislative session to address changes in law and the cost for services; and

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

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the Agreement with Ronald L. Book, P.A., and Pittman Law Group attached hereto.

Section 3. This Resolution shall take effect immediately upon 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"/>
Marge 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"/>

**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

Councilmember Phillis Maniglia

Office of the Town Attorney

Councilmember Robert Shorr

**LOBBYING AND CONSULTING SERVICES AGREEMENT
BETWEEN RONALD L. BOOK, P.A.
AND THE TOWN OF LOXAHATCHEE GROVES**

This Agreement is entered into between The Town of Loxahatchee Groves, Florida (“Town”) and Ronald L. Book, P.A. and its subcontractor, Pittman Law Group (collectively “Lobbyist/Consultant”). Town agrees to retain Lobbyist/Consultant and Lobbyist/Consultant agrees to provide professional services to Town as follows:

1. **TERM.** The initial term of this Agreement is for the 2025 Legislative session, beginning on _____ and ending _____, unless earlier terminated or extended by written agreement of the parties as set forth herein.
2. **SERVICES AND COMPENSATION.** Lobbyist/Consultant shall provide governmental lobbying/consulting services to Town as set forth in Exhibit “A”. Lobbyist/Consultant’s compensation for this Agreement shall be \$75,000.00 paid in monthly installments of \$6,250.00, payable by Town beginning on _____, and continuing monthly thereafter, due on the first day of each successive month of this Agreement.
3. **NO CONFLICTS OF INTEREST.** Lobbyist/Consultant agrees to devote an appropriate amount of time and attention to the Town’s business. During the term of this Agreement, Lobbyist/Consultant shall not engage in any other business activity which does pose a conflict of interest between the other business activity and Town’s interests or Lobbyist/Consultant’s representation of the Town, regardless of whether it is pursued for gain or profit, without Town’s express written consent.
4. **WORKING FACILITIES AND COSTS.** The Lobbyist/Consultant shall provide its own office and other facilities and support services. Beyond the compensation described above, Town is not responsible for any expenses or costs incurred by Lobbyist/Consultant without Town’s advance written consent.
5. **CONFIDENTIALITY.** Lobbyist/Consultant agrees to treat any and all information, communications, or materials of Town as confidential and will not disclose or divulge the same unless otherwise directed or authorized by Town or ordered to do so by a court of competent jurisdiction.
6. **WAIVER OF BREACH.** Town’s waiver of a breach of any provision of this Agreement by Lobbyist/Consultant shall not operate or be construed as a waiver of any subsequent breach by Lobbyist/Consultant. No waiver shall be valid unless in writing and signed by an authorized officer of Town.
7. **ASSIGNMENT.** Lobbyist/Consultant acknowledges and agrees that its services are unique and personal. Accordingly, Lobbyist/Consultant may not assign its rights or delegate its duties or obligations under this Agreement.

8. **INDEPENDENT CONTRACTOR.** Lobbyist/Consultant and its employees, subcontractors and agents are independent contractors in the rendition of services under this Agreement and shall not hold itself out nor permit its employees, subcontractors or agents to hold themselves out, nor claim to be, officers or employees of Town.
9. **ETHICAL AND LEGAL CONSIDERATIONS.** Lobbyist/Consultant agrees to comply with all applicable local, state and federal laws, rule and regulations in its services to Town under this Agreement, including but not limited to obtaining all needed registrations and permits to engage in the services to be performed pursuant to this Agreement.
10. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties. It may not be changed orally, but only by an agreement in writing signed by both parties.
11. **HEADINGS.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
12. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall be construed as one instrument.
13. **TERMINATION AND RENEWAL.** This Agreement may be terminated, with or without cause, by the Town upon 30 days written notice to Lobbyist/Consultant. During the initial term Lobbyist/Consultant may only be able to terminate this Agreement if the Town has breached a provision. Prior to or at the expiration of the initial term, the parties may renew this Agreement for annual terms, which renewal may thereafter be terminated by either party upon providing thirty days' written notice of termination to the other party. The renewal of this Agreement must be by written amendment signed by both parties.
14. **GOVERNING LAW.** This Agreement shall be governed and interpreted pursuant to the laws of the State of Florida. The parties agree that venue under this Agreement shall be in Palm Beach County, Florida.
15. **PUBLIC ENTITY CRIMES.** As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Agreement, Lobbyist/Consultant certifies that it, its affiliates, suppliers, sub-consultants and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. The Lobbyist/Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.
16. **PALM BEACH COUNTY IG.** In accordance with Palm Beach County ordinance number 2011-009, this Agreement and the Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Lobbyist/Consultant should review Palm

Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

17. **PUBLIC RECORDS.** The Lobbyist/Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under Section 119.011(2), Florida Statutes, specifically agrees to:
 - a. Keep and maintain public records required by the Town to perform the service.
 - b. Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Lobbyist/Consultant does not transfer the records to the Town.
 - d. Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of the Lobbyist/Consultant or keep and maintain public records required by the Town to perform the service. If the Lobbyist/Consultant transfers all public records to the Town upon completion of the Agreement, the Lobbyist/Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Lobbyist/Consultant keeps and maintains public records upon completion of the Agreement, the Lobbyist/Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF THE LOBBYIST/CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOBBYIST/CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 793-2418, voakes@loxahatcheegrovesfl.gov, or 155 F. Road, Loxahatchee Groves, FL 33470.

18. **NOTICES.** For the purpose of any official notices pursuant to the terms of this Agreement, notice may be provided by hand-delivery or nationally recognized overnight courier to the parties' official address as follows:

TOWN:

Town of Loxahatchee Groves
 Attention: Town Manager
 155 F Road
 Loxahatchee Groves, Florida 33470

LOBBYIST/CONSULTANT:

Ronald L. Book, P.A.
 Presidential Circle
 4000 Hollywood Boulevard, Suite 677-S
 Hollywood, Florida 33021

19. **FISCAL NON-FUNDING.** In the event sufficient budgeted funds are not available for a new fiscal period, the Town shall notify the Lobbyist/Consultant of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the Town. The Lobbyist/Consultant will be paid for all services rendered through the date of termination.
20. **SCRUTINIZED COMPANIES.** As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Lobbyist/Consultant certifies that it is not participating in a boycott of Israel. The Town and Lobbyist/Consultant agree that the Town will have the right to terminate this Agreement if Lobbyist/Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. The Lobbyist/Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.
21. **E-VERIFY.** Pursuant to Section 448.095(2), Florida Statutes, Lobbyist/Consultant shall:
 - a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all sub-consultants (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
 - b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens;
 - c. Maintain copies of all sub-consultant affidavits for the duration of this Agreement;
 - d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

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

f. Be aware that if the Town terminates this Agreement under Section 448.095(2)(c), Florida Statutes, Lobbyist/Consultant may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of termination of this Agreement.

22. HUMAN TRAFFICKING. Lobbyist/Consultant, by signing this Agreement as set forth below, attests that the Lobbyist/Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

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

LOBBYIST/CONSULTANT: RONALD L. BOOK, P.A.

By: _____
Ronald L. Book

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 2024 by Ronald L. Book, of Ronald L. Book, P.A., a professional association, and ___ who is personally known to me or ___ who has produced the following _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind, Ronald L. Book, P.A. and Pittman Law Group to the same.

Notary Public _____
Print Name: _____
My commission expires: _____

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

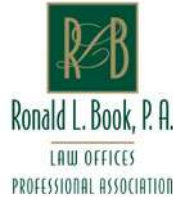
Valerie Oakes, Town Clerk

By: _____
Anita Kane, Mayor

Approved as to form and legal sufficiency:

Office of the Town Attorney

EXHIBIT “A”
Scope of Work



VIA EMAIL

July 24, 2024

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

Dear Madam Manager:

We want to thank you and the Board again for giving our firm, and our subcontractor, Pittman Law Group, herein referred to as a “joint venture partnership,” the opportunity to represent the Town of Loxahatchee Groves.

It is understood that the goal of this representation is to provide state legislative and executive branch lobbying services to the Town of Loxahatchee Groves, specifically focused on appropriations matters, for programs and projects that specifically benefit the Town, to include securing appropriations for Town projects and securing executive approval of projects.

It is the responsibility of our joint venture partnership to provide traditional lobbying services in furtherance of the stated goals in this matter. Traditional lobbying services includes, but is not limited to, lobbying members of the Florida Legislature, Legislative staff, and Executive Branch officials and staff. Duties include, but are not limited to the following:

- Attending pertinent committee meetings
- Drafting and preparing appropriations request applications and supporting documents
- Identifying legislative champions for said projects
- Testifying at committee hearings
- Preparing support materials as necessary
- Scheduling meetings for town officials with House and Senate members, staff, and agency officials
- Providing written reports regularly throughout the legislative session and committee weeks

The joint venture partnership will make ourselves available for virtual meetings and teleconferences as necessary, and will appear before the council, following the 2025 legislative session, to provide a report. It will be your responsibility to fully educate us on the Town of Loxahatchee Groves and its needs, providing all necessary and pertinent information to support the requests, including collateral materials that may be required by legislators, legislative or executive branch staff. It is understood that it may be necessary for you to attend legislative committee hearings, and meetings with legislators, legislative staff, and executive branch officials and staff, and you agree to make yourself available for said meetings with reasonable notice.

REPLY TO:

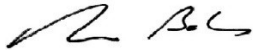
- ☐ 4000 Hollywood Boulevard, Suite 677-S - Telephone (305) 935-1866
- ☐ 104 West Jefferson Street - Tallahassee, Florida 32301 - (850) 224-3427

It is understood that this agreement is for the 2025 Legislative Session, to include all interim committee hearings and the Governor's review period for any approved appropriations projects.

In exchange for his representation, you agree to compensate the joint venture partnership with a retainer of \$75,000.00, which is payable to Ronald L. Book, P.A. in monthly installments of \$6,250.00 and requires reimbursement of any reasonably expended out-of-pocket expenses such travel, lodging, and meals. For purposes of clarity, my firm does not bill for incidental expenses such as parking, courier services, copying, etc., all of that is assumed within the agreement. Costs are prorated and will be invoiced monthly and are limited to no more than \$5,000.00, for the term of this agreement.

Our firm will work aggressively not only to secure funding for town priorities, but to also secure executive approval. This agreement expires after a period of 12 months, and the first payment is due upon execution. It is renewable upon mutual agreement of the parties.

Again, thank you for this opportunity. Assuming this meets with our mutual understanding, please sign, and return this agreement to our office at your earliest convenience.



Ronald L. Book
Ronald L. Book, P.A.

Ms. Francine Ramaglia, Town Manager
Town of Loxahatchee Groves

CC: *Sean Pittman*
Kelly Mallette

RLB: BM



155 F Road Loxahatchee Groves, FL 33470

TO: Mayor and Councilmembers

FROM: Francine Ramaglia, Town Manager

DATE: August 6, 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.

Recommendation:

Motion to approve *Resolution No. 2024-58*.

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



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: August 6, 2024

SUBJECT: *Resolution No. 2024-51* - Revising the Town of Loxahatchee Groves Fee Schedule

Background:

The Town's Fees Schedule includes \$25.00 for the processing of lien searches. The current fee does not cover the cost of staff time to process the request.

Staff provided a list of municipality's lien search charges. Therefore, we are recommending increasing the fee to \$100.00 for a regular search (seven to ten day turnaround) and \$150.00 for expedited search (three day turnaround).

Recommendation:

Staff recommends that Town Council approves *Resolution No. 2024-51* to revise the fee schedule to increase the lien search charges.

TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2024-51

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING THE ADOPTED SCHEDULE OF RATES, FEES, AND CHARGES FOR PLANNING AND ZONING, PERMITTING, CODE ENFORCEMENT, AND OTHER SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Resolution No. 2013-01 set forth fees and charges for limited zoning and planning services; zoning review and zoning confirmation letters and interpretations; and

WHEREAS, Resolution No. 2016-14 amended and incorporated all fees and charges assessed into one comprehensive fee schedule, which was amended by Resolutions 2017-16, 2017-81, 2018-28, 2018-62, 2021-70, 2023-19; and

WHEREAS, Town Council of the Town of Loxahatchee Groves, Florida, desires to amend the schedule of rates, fees and charges relating to planning and zoning, building, code enforcement, and other services rendered by Town Government for the citizens of the Town of Loxahatchee Groves and the public; and

WHEREAS, the Town Council desires to make certain the schedule of rates, fees, and charges is available to the public.

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

Section 1: The Town Council of the Town of Loxahatchee Groves hereby amends the schedule of rates, fees and charges to increase the fee Lien Search charges.

Section 2: The duly adopted schedule of rates, fees and charges, as amended from time to time, shall be available at the Town Hall during normal business hours.

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

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

Section 5: This Resolution shall take effect on upon adoption by the Town Council.

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

LAND DEVELOPMENT, INFRASTRUCTURE & SPECIAL PERMIT FEES *	
Site Plan Approval Application	\$ 5,100.00
Site Plan Amendment Application	\$ 2,000.00
Administrative Site Plan Amendment	\$ 250.00
Preliminary Plat Application	\$ 1,000.00
Plat Amendment Application	\$ 1,000.00
MOT Application	\$ 500.00
Variance Application	\$ 3,100.00
Future Land Use Amendment Application	\$ 5,100.00
Rezoning Application	\$ 5,000.00
Zoning Confirmation Request Application	\$ 250.00
Vested Rights Determination Application	\$ 250.00
Special Exception Application - Category A	\$ 5,100.00
Special Exception Application - Category B	\$ 500.00
Special Exception Application - Category C	\$ 250.00
Certificate of Conformity - General Request Application	\$ 250.00
Certificate of Conformity - Lot Splits/Combinations Request Application	\$ 250.00
Land Clearing Exemption Application	N/A-no fee
Land Clearing Waiver Application	\$ 250.00
Land clearing site visit	\$ 125 / hour
Site Development:	
Site Development - Floodplain Development Application Fee	\$ 250.00
Right-of-Way - General	2% of Construction Cost / \$500 min
Right-of-Way - Drainage Connection to R/W line	\$ 500.00
Right-of-Way - Drainage through R/W	\$ 500.00
Right-of-Way - Existing Driveway Connection to R/W line	\$ 100.00
Right-of-Way - Driveway Connection to R/W line	\$ 500.00
Right-of-Way - Driveway through R/W or over canal	\$ 1,000.00
Right-of-Way – Utility	\$ 500.00
Vegetative Removal/Land Clearing Permit Application (Residential & Non-Residential, including vacant properties)	\$ 2,000.00
Tree Mitigation-Native and Specimen Trees:	
Fee-in-lieu equivalent to three times retail value of each tree, plus installation costs	On value

Ag - based on acreage assigned Ag use code and percentage of mitigation fee	On acreage
≤ 5 acres	2%
5.01-20 acres	5%
≥ 20.01 acres	10%
Restoration plan application fee	
Infrastructure:	
Residential	\$ 250.00
Non-residential	\$ 500.00
Communications & Utility	2% of Construction Cost / \$500 min
Survey Review (per survey including updates & corrections)	\$ 125 / hour
Address Assignment or Change	\$ 500.00
Sign (including temporary) Permit Application	\$ 500.00
Conditional Use / Special Use	\$ 1,000.00
Annexation Application Fee	\$ 1,250.00
PUD Approval &/or Amendment	\$ 2,000.00
Comp Plan/ULDC Text Amendment	\$ 2,000.00
Zoning Amendment	\$ 2,000.00
Development Approval Extension	\$ 500.00
Temporary Construction Trailer	\$ 100.00
Temporary Use/Special Event Permit	
Large Events (Parade, Concert, Carnival, Sidewalk Sale, Food Truck Events, etc.)	\$ 300.00
Mid-Sized Events (more than 50 – 100 ppl)	\$ 150.00
Small Events	\$ 50.00
Garage Sale permit	\$ 25.00
Expedited or out of sequence application review (in addition to regular fees & charges)	3X permit fee
Retroactive permit	4X permit fee
* All above fees are application or submittal fees and are subject to additional cost recovery fees for professional time and materials plus 10% administrative costs as noted below	

PLAN REVIEW FEES	
Pre-application meeting	\$550/hour
Revision (per resubmittal plus additional per sheet/attachment)	\$100 / resubmittal + \$20 / additional sheet
Application Sufficiency review	\$ 100.00
Each review after third review	4X permit fee
Alternate methods / Material processing	\$ 900.00
Verification on LOMR or mitigation affidavits (in addition to FEMA)	
FEMA community acknowledgement on LOMR, per building/lot	\$ 100.00
Mitigation affidavit, per system, each building	\$ 75.00
Expedited or out of sequence plan review	
Residential - regular plan review fees	\$ 430.00
Commercial < 5,000Sf - regular plan review fees plus	\$ 875.00
Commercial > 5,000Sf - regular plan review fees plus	\$ 1,875.00
BASE BUILDING PERMIT FEES	
Valuation Range Fees (includes plan review + inspection)	
up to \$10,000	\$ 250.00
\$10,001 - \$100,000	2%
100,001 - 500,000	1%
500,001 - 1,500,000	1%
1,500,001 and up	1%
Submittal Fees (due with application for detached single family homes. Credited towards permit fees above. Forfeited if not permitted)	
0—800 square feet	\$ 500.00
801—1,399 square feet	\$ 750.00
1,400—1,999 square feet	\$ 1,000.00
2,000—3,599 square feet	\$ 1,500.00
3,600 and larger square feet	\$ 2,500.00
Retroactive permit after start of construction	4X permit fee

ADDITIONAL BUILDING PERMIT FEES	
AC Change outs	
Residential per unit	\$ 100.00
Commercial per unit	\$ 150.00
Accessory buildings	
Prefab 50SF - 120SF	\$ 50.00
Prefab 121 SF - 400 SF	\$ 100.00
Site Built 50SF - 120SF	\$ 100.00
Site Built 121SF - 400 Sf	\$ 200.00
401SF and over	On valuation
AG exemption processing (includes but not limited to Non-Residential Farm Buildings)	\$ 200.00
Awnings/canopies/tents/membrane structures per 2000SF. Excludes electrical	\$ 100.00
Concrete Slabs	
Per 20,000SF or less (no inspection)	\$ 50.00
Per 20,000SF or less (with inspection)	\$ 100.00
Demolition permits	1% of value
Door and window replacements:	
Windows and/or entry doors, per 20 openings or increment	\$ 100.00
Windows and/or entry doors with shutters, per 20 openings or increment	\$ 200.00
Shutters, per 20 openings or increment	\$ 150.00
Garage doors, per 3 openings or increment	\$ 100.00
Excavation with 1 & 2 family dwelling (w/inspections)	\$ 150.00
Roofing:	
New roofs	On valuation
1 & 2 family residential:	
Pre-approved flat roofs (less than 4 squares)	\$ 150.00
With individual plan review	\$ 100.00
Repairs (less than 2 squares and under \$2,500)	\$ 75.00
Fences, barriers, railings, & site walls:	
Residential fence (no inspection)	\$ 75.00
Residential fence w/inspection required	\$ 125.00
Pool barrier (with plan review and inspection)	\$ 100.00
Commercial fences, with inspection, per 500 L.F. or portion	\$ 100.00
Site walls, per 500L.F. or increment	\$ 150.00

Screen/aluminum construction:	
Carport or porch (open wall or screened)	\$ 150.00
Pool enclosures	\$ 200.00
Wall screen, doors (non-structural):	
With individual plan review	\$ 100.00
Repairs to existing construction	\$ 75.00
Walls infill: (under existing roof, including electric)	\$ 150.00
Swimming pool & spa heaters: New, w/supply lines (w/plan review & inspections)	\$ 150.00
Water or pool heater replacements 1&2 family	\$ 100.00
Landscape irrigation systems:	
1&2 family dwellings, (if scope of work is not in a primary permit)	\$ 100.00
Other than 1 & 2 family dwellings	On valuation
Electric:	
Temporary poles (no plan review)	\$ 100.00
Service change: (includes service disconnect and/or meter can and/or panel)	
1 & 2 family (with plan review & one inspection)	\$ 100.00
Commercial, per 400 amps or part (With plan review & one inspection)	\$ 100.00
Site lights, per 5 poles or parts	\$ 100.00
Low voltage:	
Dwelling unit, each	\$ 75.00
Commercial systems	On valuation
Fire protection systems	\$ 75.00
Fire alarms:	
Sub-permit	\$ 75.00
Primary	On valuation
Hood, Commercial (excludes suppression system), each	\$ 100.00
Phone/CATV service (or prepay per II.E.2.b, if master plan)	\$ 75.00
Repairs, & other work:	
≤ \$2,500.00 value	\$ 75.00
> \$2,500.00 value	On valuation
Standby generators:	
Generator electric only, 1 & 2 family dwelling	\$ 150.00
Generator and/or tank and/or lines, 1 & 2 family dwelling	\$ 250.00
Other than 1 & 2 family dwellings	On valuation
Gas or fuel tank and lines:	

Below 501 gal, per new tank, and/or lines only and/or remove	\$ 100.00
Larger capacities, per tank	\$ 150.00
Replacements	\$ 100.00
Utility connections:	
Water or sewer line, house & main connection	\$ 75.00
Water meters (if not set by utility):	
Each 1 or 2 family dwellings	\$ 75.00
Others	On valuation
BUILDING INSPECTION FEES	
Unproductive Inspection - Inspection (defined as not ready for inspection, no building access, no plans, no permit or no Notice of Commencement (NOC) on site, no site access, or site / building too dangerous to inspect.	\$ 50.00
Unscheduled Inspection - Unscheduled inspection shall be performed at a fee of \$50.00 per request, and contingent upon the availability of inspectors	\$ 50.00
After hours Inspections (weekdays / two-hour minimum) Upon written request three (3) days in advance, payment of appropriate fees, contingent upon the availability of inspectors. Inspections outside normal work hours shall be charged as follows: On weekdays, a two-hour minimum at \$75 per hour is charged. On weekends, a two-hour minimum at \$75 per hour is charged.	\$ 75.00
Re-inspection:	
1st re-inspection	\$ 50.00
2nd re-inspection without "correction" done	\$ 100.00
3rd and subsequent re-inspection without "correction" done	\$ 300.00
General or special inspections:	
Advisory, first on site hour or part	\$ 100.00
Plus, each additional hour or part	\$ 75.00
Electrical waiver power release inspection (1 meter)	\$ 150.00
Plus, each additional meter (same trip)	\$ 20.00
Sectioning building for incremental/partial inspections, per section	\$ 250.00
Final inspections by affidavit	\$ 100.00
C/O or C/C inspections:	
CO or CC <24 hour notice	\$ 250.00
CO or CC more 24 hour notice	no charge
Temporary C/O or C/C. Each for a 30 day period.	

On residential dwelling units, each unit and each condition	\$ 150.00
On commercial work, each building and each condition	\$ 500.00
Partial C/O or C/C	
On residential dwelling units, each	\$ 300.00
On commercial work, each building	\$ 1,000.00
CODE ENFORCEMENT FINES & FEES *	
Hourly Rates:	
Nonsupervisory	
Code Officer	\$ 80.00
Building Inspector	\$ 110.00
Fire Inspector	\$ 110.00
Permit Technician	\$ 50.00
Code Enforcement Clerk	\$ 50.00
Supervisory	\$ 100.00
Consultant	\$ 125.00
Services/Subpoena	\$ 150.00
Recording fees & cost	\$ 25 + actual cost
Code Enforcement Stipulation Agreement	\$ 100.00
Code violation verification letter	\$ 75.00
Tree mitigation violations:	
Fine for removing trees	2x mitigation rate + restoration plan approval
After the fact site inspection (per hour per visit)	\$ 500.00
Irreparable & irreplaceable damage	\$ 5,000 per tree per day
Manure/bedding dumping:	
1st offence (existing fee section 30-47)	\$ 250.00
2nd offence (existing fee section 30-47)	\$ 500.00
Unpermitted hauler	\$ 2,000 per occurrence
Improper disposal of waste (existing fee Section 38-25)	
First offense	\$ 100 / load / day
Second offense	\$ 250 / load / day
Third Offense	\$ 400 / load / day

Each additional offense	\$ 500 / load / day
Yard sale signs > 3 days (Existing Section 80-035)	\$ 100.00
General Violations per violation day unless otherwise specified	\$ 500.00
Irreparable & irreplaceable damage	\$ 5,000 per occurrence
<i>* Certain fees above will also be subject to additional cost recovery fees for professional time and materials plus 10% administrative costs as noted below</i>	
ADMINISTRATIVE FEES	
Records requests, customer request for files, investigation or research, etc (requires deposit)	
Nonsupervisory	\$50 /hr (\$80/hr licensed)
Supervisory	\$75 /hr (\$100/hr licensed)
Consultant	\$100 /hr (\$120/hr licensed)
Replacement/additional documents:	
Copies	\$ 0.20 / page
Certified Copies	\$1 / page
Color Photographs (on photo paper)	\$5.00 / photo
Reproduction of Audio CD's/Video DVD's	\$10 / CD or DVD
Certified Permit duplicate	\$40 / permit duplicate
Certified C/O or C/C (after initial free copy)	\$40 / certified copy
Plan re-stamp or additional set, base	\$60 + printing cost / set
Postage	Actual Cost
Revision of record:	
Contractor change or "to be determined"	\$ 75.00
Owner change	\$ 50.00
Lot change (within plat, after tech review of original plan)	\$ 300.00
Liens	
Lien Search Request	\$ 25.00
<u>Lien Search Request</u>	<u>\$ 100.00</u>
<u>Lien Search Request - Expedited</u>	<u>\$ 150.00</u>
Lien reduction initial application	\$ 250.00
Release of Lien application	\$ 250.00
Release of Lien recording fee	\$25 + Actual cost
Construction Lien law notice	\$ 25.00

Renew or extend permit or application: (may require additional impact, building, or other fees, if increases have occurred since original application) Within 180 days of inactive status	30% of permit fee / \$100 min
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UNIQUE PERMITS, OTHER FEES & CHARGES	
Special processing of permits: Extra fee (Affidavit process with building official approval, special foundation permits, etc.)	
Simple projects	\$ 150.00
Complex projects or new construction	\$ 300.00
Unique Permits & Other Requested Work:	
Administrative Staff	\$50 /hr (\$80/hr licensed)
Supervisor	\$75 /hr (\$100/hr licensed)
Licensed Professional Ch 468 F.S.	\$100 /hr (\$120/hr licensed)
Business Tax Receipts:	
Initial Application	\$ 75.00
Reclassification	\$ 50.00
Renewal	\$ 25.00
Manure Permit - Haulers	\$ 600.00
Manure Registration - Property Owner	no charge
RV registration	\$ 50.00 / per RV
RV rental space site availability verification	no charge
RV solid waste fee	Contractor Fee Schedule
Foreclosed / abandoned / vacant property registration	\$ 200.00
Room Rental (Council Chambers)	\$200.00 / hr + actual costs (COVID Cleaning, staff time, etc)
Room Rental (Conference Room)	\$100 / hr + actual costs (COVID Cleaning, staff time, etc)
Overdue accounts	1.5% monthly
Returned checks	5% or \$20
Technology fee	1%
DPBR Surcharge	1%
DCA Surcharge	1%
NOTES	

The fees and permits included herein are in addition to any other applicable fees and permits required by other agencies.

Requirements:

72 hour minimum (3 business days) review time to initially process applications and permits.

All applications submitted must be completed properly, include all required documents and necessary fees/payments. Incomplete applications will not be processed.

Failure to obtain permits, exemption requests/waivers and/or other approvals will result in 4x fees noted above.

BTR admin charges above are for application only; fee by business category set forth by existing separate ordinance

All Land Development, Infrastructure & Special Permit Fees are subject to cost recovery plus a ten percent (10%) Administrative Fee. Cost recovery includes time and materials and may require a deposit.

Site visits, use of outside professionals, additional research, etc. related to land development, infrastructure, special permits, code enforcement, RV registration, manure hauling/registration will also be subject to cost recovery plus administrative fees noted above.

This fee schedule may not include all fees and charges where provided by separate Town resolutions, ordinances and/or state law.

Municipality's lien search charges

Lake Worth Beach -Charges \$125 for a regular lien search and \$250 for a rush.

Utility only for \$75/\$150.

Gulf Stream -Charges \$75 for a lien search.

Lake Park - Charges \$100 for a standard lien search, which takes 3-5 business days; rush lien search for \$150, which takes 1 business day.

The Town of Highland Beach -Charges \$150 per PCN and reports on unpaid utilities, water meter types, liens, and code violations, and open building permits, uses Just FOYA to process and route our searches.

Village of Golf -charges \$100.00

South Bay -Cost of Lien Search Request: \$75.00 and \$100.00 for rush order requests.

Town of Haverhill -Charges \$25.00 for lien searches with a turnaround time (typically) of 1-3 days.

Town of Manalapan- Charges \$75 for a lien search and \$100 for an expedited one (48-hour turnaround time).

Tequesta- Charges \$145 and only offer 24 hour turn around via our Lien Request company, Orange Data.

Riviera Beach- Charges \$150.00 fee for lien searches, and there is no fee to rush.

Town of Cloud Lake- Charges for lien search fee is \$25.00.

Town of Juno Beach- Charges lien searches are \$25.

City of Atlantis- Charges \$25 for lien searches, and I usually get them out in a day.



155 F Road Loxahatchee Groves, FL 33470

TO: Mayor and Councilmembers

FROM: Richard Gallant, Public Works Director

THRU: Francine Ramaglia, Town Manager

DATE: August 6, 2024

SUBJECT: Approval of *Resolution No. 2024-59* Authorizing the Town Manager, Public Works Director, and Town Attorney to negotiate with staff at the Indian Trails Improvement District for an Interlocal Agreement for Emergency Response mutually between agencies

Background:

The Indian Trails Improvement District (ITID) agreed at their June 5, 2024 regular meeting they would add comments to the interlocal agreement presented to their Executive Director in August of 2023 by the Town. Staff watched their meeting and made the modification to the interlocal agreement based on those comments. Furthermore, the town needs to negotiate further with ITID to finalize the interlocal agreement to mutually provide response to assist each other on an emergency basis in a declared disaster. Due to, location, resources such as heavy equipment, skilled and experience staffing with extensive knowledge of drainage facilities and ability to perform emergency repair and replacement as needed both agencies would be able to assist each other in the event of a declared emergency event. ITID and the Town will provide such assistance as needed during and after storm events and other declared local and state emergencies to include, but not be limited to, the following:

- Clearing debris from roads and canals for safe travel and flow of water;
- Assisting with damage assessment;
- Repairing washouts;
- Repairing and replacing culverts;
- Responding to calls from Palm Beach County Fire Rescue.

Initially an agreement was entered into by the Town Manager and ITID's Executive Director on an emergency basis prior to the recent storms. This agenda item seeks approve the presented interlocal agreement and to provide the ability of the Town Manager, Public Works Director, and Town Attorney to complete the negotiation for a mutually beneficial agreement between ITID and the Town of Loxahatchee Groves.

Recommendations: Motion to approve *Resolution No. 2024-59* approving the presented interlocal agreement as modified and authorize the Town Manager, Public Works Director, and Town Attorney to negotiate and mutually beneficial Interlocal Agreement with Indian Trails Improvement District and the Town for Emergency Response in declared events.

RESOLUTION NO. 2024-59

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RATIFYING THE ENTRY BY THE TOWN INTO AN INTERLOCAL AGREEMENT WITH INDIAN TRAIL IMPROVEMENT DISTRICT FOR EMERGENCY AID AND ASSISTANCE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Indian Trail Improvement District (District) is close in proximity and employs staff that is skilled and knowledgeable in the operation of heavy equipment and the repair and replacement of drainage facilities; and

WHEREAS, the Town and the District desire to enter into an Interlocal Agreement for the emergency aid and assistance; and

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to enter into the Interlocal Agreement with Indian Trail Improvement District.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby ratifies the Interlocal Agreement with Indian Trail Improvement District, attached hereto as Exhibit “A”. The Town Manager is authorized to execute the Interlocal Agreement. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

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

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

	<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"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMEBER	<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:

Office of the Town Attorney

Councilmember Laura Danowski

Councilmember Phillis Maniglia

Councilmember Robert Shorr

TOWN OF LOXAHATCHEE GROVES, FLORIDA
AND
INDIAN TRAIL IMPROVEMENT DISTRICT
EMERGENCY AID AND ASSISTANCE
INTERLOCAL AGREEMENT

WHEREAS, the Town of Loxahatchee Groves, Florida (Town), a municipality of the State of Florida, and Indian Trail Improvement District (District), an independent special district organized under the laws of the State of Florida, are public bodies authorized to enter into interlocal agreements pursuant to Section 163.01, F.S.; and

WHEREAS, the Town and the District are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid to adequately respond to storm events and other declared emergencies pursuant to Section 252.38, F.S.; and

WHEREAS, the Town and the District have staff that is skilled and knowledgeable in the operation of heavy equipment and repair and replacement of drainage facilities; and

WHEREAS, the Town and the District desire to provide mutual aid, voluntary cooperation and assistance in storm events and other declared emergencies.

NOW, THEREFORE, THE TOWN AND THE DISTRICT AGREE AS FOLLOWS:

1. The Town and the District agree to provide mutual aid, voluntary cooperation and assistance during and after storm events and other declared local and state emergencies to include, but not be limited to, the following:
 - a. Clearing debris from roads and canals for safe travel and flow of water;
 - b. Assisting with damage assessment;
 - c. Repairing washouts;
 - d. Repairing and replacing culverts;
 - e. Responding to calls from Palm Beach County Fire Rescue.
2. Neither party shall be responsible for nor shall they provide aid or assistance as follows:
 - a. In the adjustment, repair, or operation of the other party's pumps or drainage gates;
 - b. In unsafe conditions (where wind gusts are 35 mph or higher).
3. In the event that either party is in need of assistance as set forth herein, such party shall notify the other party. Notification may be verbal or in writing. Notification of a potential need is desirable prior to the storm event or impact of any other designated emergency. Notice of the actual need for assistance shall be coordinated with the other party prior to the employee crews receiving assignments and sent into the field for the day. The Manager of the entity providing assistance shall evaluate the situation and available resources and

will respond in a manner he or she deems appropriate. Neither party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such assistance.

4. The Manager of the requesting party may determine who is authorized to lend assistance within his or her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.
5. The personnel and equipment that are assigned by the assisting party shall be under the immediate command of a designated supervisor of the assisting party, who shall be under the direct supervision and command of the Manager of the requesting party.
6. When providing assistance, the assisting party shall keep records related to the assistance provided in the manner required by FEMA at the rates set by FEMA for emergency response reimbursement and will provide such records to the requesting party at the end of each day assistance is provided.
7. Whenever an employee is rendering assistance pursuant to this Agreement, the employee shall abide by and be subject to the rules and regulations, personnel policies, and standard operating procedures of his or her own employer. If any such rule, regulation, policy or procedure is contradicted, contravened or otherwise in conflict with direction from the Manager of the party requesting assistance, then such rule, regulation, policy or procedure shall control and shall supersede the direction.
8. In the event of any storm event and other declared local and state emergency, the District agrees to unlock the access gate between the Town and the District located at 40th and 140th.
9. Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the Manager of the requesting party shall be responsible for the documentation and investigation of said complaint. If it is determined the accused is an employee of the assisting party, the documentation gathered shall be forwarded to the Manager of the assisting party.
10. Each party agrees to be responsible for the acts, omissions, or conduct of its employees while engaged in rendering assistance under this Agreement, subject to the limitations of Section 768.28, F.S.
11. If equipment is furnished by the assisting party, the assisting party will bear the cost of loss or damage to that equipment and pay any expense incurred in the operation and maintenance of that equipment.

12. The assisting party shall compensate its employees during the provision of assistance under this Agreement shall compensate its employees, including benefits including any amounts due or pain for compensation due to personal injury or death sustained by such employee while rendering assistance.
13. Nothing herein is intended to nor shall create an agency relationship between the parties.
14. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.
15. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.
16. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
17. As provided in F.S. 287.132-133, as may be amended from time to time, by entering into this Agreement or performing any work in furtherance hereof, each party shall have its consultants and contractors certify that they and their affiliates, suppliers and sub consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).
18. As provided in F.S. 287.135, as may be amended from time to time, by entering into this Agreement or performing any work in furtherance hereof, each party shall have its consultants and contractors certify that they are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, that they do not have business operations in Cuba or Syria, and that they are not participating in a boycott of Israel.
19. By entering into this Agreement or performing any work in furtherance hereof, each party shall notify its consultants and contractors of the obligations to register with and use E-Verify pursuant to, and the consequences of violating, F.S. 448.095, as may be amended from time to time.
20. A copy of this Agreement shall be filed by the Town with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date specified.

TOWN:

DISTRICT:

Francine Ramaglia

Town Manager

Date: _____

Burgess Hanson

District Manager

Date: _____

Approved as to form and legal
sufficiency:

Approved as to form and legal
sufficiency:

Office of the Town Attorney

District Attorney

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council

FROM: Richard Gallant, Public Works Director

VIA: Francine Ramaglia, Town Manager

DATE: August 6, 2024

SUBJECT: Letter to FDOT Palm Beach Operations Center

Background:

The Public Works department is seeking approval for the submission of a formal letter to the Florida Department of Transportation (FDOT) concerning a significant street light issue in our locality. The details of the issue are as follows:

- **Nature of Issue:** The current timing seems insufficient to accommodate the volume of traffic passing through the intersection,
- **Location:** Southern Blvd. and B Rd. Intersection. (Groves Town Center Plaza)
- **Impact:** the current timing of the traffic light causing frequent accidents and excessive traffic backups during peak hours.
- **Previous Actions Taken:** We have previously reached out to FDOT Palm Beach Operations Center and did not receive a correction action response plan
- **Proposed Solution:** potential adjustment of the traffic light timing could significantly improve traffic safety and efficiency at this intersection

It is imperative that we address this issue promptly to ensure the safety and well-being of our community members. Therefore, I propose sending a formal letter to the FDOT outlining our concerns and seeking their assistance in resolving this matter expediently.

Recommendations: Move that Town Council approve the Mayor to sign the attached letter to FDOT.



Town of Loxahatchee Groves

Item 12.

155 F Rd. Loxahatchee Groves, Florida 33470 - Phone (561) 793-2418
www.loxahatcheeegrovesfl.gov

August 6, 2024

FDOT Palm Beach Operations Center
7900 Forest Hill Boulevard
West Palm Beach, FL 33413

RE: Intersection of Southern Boulevard and B Road

Dear Sir or Madam,

As a result of recent discussions at Town council meetings, and on behalf of the Town this letter has been drafted to bring to attention an urgent and critical safety issue regarding traffic signalization at the intersection of Southern Boulevard and B Road in Loxahatchee Groves. It is the Town's belief the current signal timing plan is leading to multiple traffic crashes and causing severe traffic congestion and stacking issues, especially during peak hours.

Of primary concern is the insufficient green time for northbound and southbound traffic on B Rd/Binks Forest Dr. This issue has led to numerous crashes due to drivers attempting to clear the intersection or other drivers stopping abruptly due to concerns of the high-speed traffic on Southern Blvd. Additionally, the resulting traffic stacking on B Road is creating further safety issues, blocked intersections, further vehicle delays, and frustration for both commuters and residents. In addition to vehicle safety, this problem also raises safety concerns for pedestrians and cyclists navigating the area.

In light of these issues, we respectfully request that the FDOT Palm Beach Operations Center review the existing signal timing plan for the intersection of Southern Boulevard and B Road in Loxahatchee Groves. Evaluating the traffic patterns and optimizing the traffic light cycle plan duration to better favor the northbound and southbound approaches could better manage traffic flow, reduce vehicle delays, and improve safety for all road users.

A thorough assessment and potential adjustment of the traffic light timing could significantly improve traffic safety and operation at this intersection. Given the urgency of the situation, we believe the signal timing evaluation and any necessary signal improvement must be done as promptly as possible. We have previously reached out to Palm Beach County Engineering and Public Works, and they instructed us that Florida Department of Transportation is solely responsible for establishing the signal timing plan



Town of Loxahatchee Groves

Item 12.

155 F Rd. Loxahatchee Groves, Florida 33470 - Phone (561) 793-2418

www.loxahatcheeegrovesfl.gov

and would be the lead agency to contact to resolve the issue at hand.

Your attention to this matter would be greatly appreciated by the community. You may reach our Public Works Director, Richard Gallant directly at RGallant@LoxahatcheeGrovesFL.gov and/or at 561-277-2151 (office) or 561-985-2778 (mobile). The Town looks forward to suggestions from FDOT regarding any actions or recommendations to relieve the issues at this intersection.

Sincerely,

TOWN OF LOXAHATCHEE GROVES

Mayor Anita Kane

Cc: Town Council
Francine L. Ramaglia, Town Manager
Richard Gallant, Public Works Director
Glen Torcivia, Town Attorney
Valerie Oakes, Town Clerk
Palm Beach County Traffic Division

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council

FROM: Richard Gallant, Public Works Director

VIA: Francine Ramaglia, Town Manager

DATE: August 6, 2024

SUBJECT: Letter to Palm Beach County Engineering and Public Works

Background:

The Public Works Department is seeking approval for the submission of a formal letter to Palm Beach County Engineering and Public Works, concerning a significant street light issue in our locality. The details of the issue are as follows:

- **Nature of Issue:** The current timing seems insufficient to accommodate the volume of traffic passing through the intersection,
- **Location:** Southern Blvd. and B Rd. Intersection. (Groves Town Center Plaza)
- **Impact:** the current timing of the traffic light causing frequent accidents and excessive traffic backups during peak hours.
- **Previous Actions Taken:** We have previously reached out to Palm Beach County Engineering and Public Works and did not receive a correction action response plan
- **Proposed Solution:** potential adjustment of the traffic light timing could significantly improve traffic safety and efficiency at this intersection

It is imperative that we address this issue promptly to ensure the safety and well-being of our community members. Therefore, I propose sending a formal letter to Palm Beach County Engineering and Public Works, outlining our concerns and seeking their assistance in resolving this matter expediently.

Recommendations: Move that Town Council approve the Mayor to sign the attached letter to Palm Beach County Engineering and Public Works.



Town of Loxahatchee Groves

155 F Rd. Loxahatchee Groves, Florida 33470 - Phone (561) 793-2418

www.loxahatcheeegrovesfl.gov

August 6, 2024

Palm Beach County Engineering and Public Works
2300 N. Jog Rd.
West Palm Beach, FL 33411

Dear Sir or Madam,

As a result of recent discussions at Town council meetings, and on behalf of the Town this letter has been drafted to bring to attention an urgent and critical safety issue regarding traffic signalization at the intersection of Southern Boulevard and B Road in Loxahatchee Groves. It is the Town's belief the current signal timing plan is leading to multiple traffic crashes and causing severe traffic congestion and stacking issues, especially during peak hours.

Of primary concern is the insufficient green time for northbound and southbound traffic on B Rd/Binks Forest Dr. This issue has led to numerous crashes due to drivers attempting to clear the intersection or other drivers stopping abruptly due to concerns of the high-speed traffic on Southern Blvd. Additionally, the resulting traffic stacking on B Road is creating further safety issues, blocked intersections, further vehicle delays, and frustration for both commuters and residents. In addition to vehicle safety, this problem also raises safety concerns for pedestrians and cyclists navigating the area.

In light of these issues, we respectfully request that the Palm Beach County Engineering and Public Works review the existing signal timing plan for the intersection of Southern Boulevard and B Road in Loxahatchee Groves. Evaluating the traffic patterns and optimizing the traffic light cycle plan duration to better favor the northbound and southbound approaches could better manage traffic flow, reduce vehicle delays, and improve safety for all road users.

A thorough assessment and potential adjustment of the traffic light timing could significantly improve traffic safety and operation at this intersection. Given the urgency of the situation, we believe the signal timing evaluation and any necessary signal improvement must be done as promptly as possible. We have previously reached out to the Florida Department of Transportation, and they instructed us to contact with Palm Beach County Engineering and Public Works who is responsible for establishing the signal timing plan and would be the lead agency to contact to resolve the issue at hand.



Town of Loxahatchee Groves

155 F Rd. Loxahatchee Groves, Florida 33470 - Phone (561) 793-2418

www.loxahatcheeegrovesfl.gov

Your attention to this matter would be greatly appreciated by the community. You may reach our Public Works Director, Richard Gallant directly at RGallant@LoxahatcheeGrovesFL.gov and/or at 561-277-2151 (office) or 561-985-2778 (mobile). The Town looks forward to suggestions from Palm Beach County Engineering and Public Works regarding any actions or recommendations to relieve the issues at this intersection.

Sincerely,

TOWN OF LOXAHATCHEE GROVES

Mayor Anita Kane

Cc: Town Council

Francine L. Ramaglia, Town Manager

Richard Gallant, Public Works Director

Glen Torcivia, Town Attorney

Valerie Oakes, Town Clerk

Palm Beach County Traffic Division

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council

FROM: Richard Gallant, Public Works Director

VIA: Francine Ramaglia, Town Manager

DATE: August 6, 2024

SUBJECT: Letter to Florida Power and Light

Background:

The Public Works Department is seeking approval for the submission of a formal letter to Florida Power and Light (FPL) to address and repair the damaged culverts and junction boxes resulting from their recent underground lateral project.

The damage to these essential infrastructure components poses significant safety concerns e.g., potential flooding, and pedestrian safety hazards.

Attached to this memo is a draft letter addressed to FPL, outlining the details of the damage along with the affected locations.

I kindly request your approval to proceed with sending this letter to FPL. By doing so, we demonstrate our commitment to ensuring the integrity of our town's infrastructure and safeguarding the interests of our residents.

Recommendations: Move that Town Council approve the Mayor to sign the attached letter to send to Florida Power and Light.



Town of Loxahatchee Groves

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

August 6, 2024

To: Florida Power and Light

700 Universe Blvd.

Juno Beach, FL 33408

RE: FPL Damage to Drainage Culverts and Junction Boxes

Dear Florida Power and Light,

Over the last couple of years, Florida Power and Light began their underground lateral project within the Town of Loxahatchee Groves. Within this time, there has been an array of problems that have arisen throughout our town. These issues include damage to multiple drainage culverts due to directional drilling for bore installation and damage to junction boxes due to the boxes installed not being FDOT rated and installed in the middle of our roadways rather than in the designated utility easements. We have sent numerous emails and had one on site meeting, however, repairs were not scheduled, and communication came to a halt.

The following is a list of the damage assessment associated with the underground lateral projects:

- 3635 N E Road Junction Box
- 3409 N E Road Junction Box
- 3057 N E Road Junction Box
- 1350 C Road Junction Box (Gruber Lane)
- 1221 D Road Junction Box
- 15223 Collecting Canal Junction Box

- 15410 North Road Culvert Penetration
- 12604 North Road Culvert Penetration
- 14042 North Road Culvert Penetration
- 760 E Road Culvert Penetration
- 1032 E Road Culvert Penetration
- 1362 E Road Culvert Penetration
- 1442 E Road Culvert Penetration (West of Canal)

We look forward to hearing from you with a corrective action response plan and greatly appreciate your attention to this matter, please contact Richard Gallant, Public Works Director, at (561) 807-6671 or rgallant@loxahatcheegrovesfl.gov.

Sincerely,

TOWN OF LOXAHATCHEE GROVES

Mayor Anita Kane

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

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 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 shall pay an application fee in the amount of \$500.
- (C) **Permit Period.** RV site permits, accommodating occupied RVs, shall be valid from November 1st through April 1st of the calendar year, unless applied for after the beginning of the permit period, in which case the issuance date shall be the applicable start date of the permit 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, and availability of required utilities. All utility connections are subject to permitting by any pertinent agency and section 92-020(B).
- (E) **Expiration.** Upon expiration of the permit (April 1st), 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. However, an RV site that received an RV permit issued pursuant to Resolution No. 2017-51 shall be permitted to have the number of RVs allowed by that resolution if the RV site complies with all other requirements of this article.

<u>Table 1: RV Allowances</u>	
<u>Property Size and Requirements</u>	<u>RV Allowance</u>
<u>Fewer than 5.0 acres:</u>	<p><u>One (1) RV subject to the conditions below:</u></p> <p><u>The RV shall be owned or leased by the property owner or tenant of the property.</u></p> <p><u>The RV shall not be rented or otherwise occupied.</u></p>
<p><u>5.0 acres or more</u></p> <p><u>[Properties required to provide a ROW dedication or an easement for the purposes of ROW or utilities along the street line may include these areas for purposes of minimum parcel size].</u></p>	<p><u>Two (2) RVs subject to the conditions below:</u></p> <p><u>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.</u></p> <p><u>RVs may only be occupied between November 1st and April 1st of any given year, except when utilized for caretaker purposes (per section 10-015, Definitions). 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.</u></p> <p><u>RVs may be utilized for Groom's Quarter purposes, subject to section 10-015, definitions, between November 1st and April 1st.</u></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.

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

Mayor Anita Kane

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Laura Danowski

Office of the Town Attorney

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 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 shall pay an application fee in the amount of \$500.
- (C) **Permit Period.** RV site permits, accommodating occupied RVs, shall be valid from November 1st through April 1st of the calendar year, unless applied for after the beginning of the permit period, in which case the issuance date shall be the applicable start date of the permit 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, and availability of required utilities. All utility connections are subject to permitting by any pertinent agency and section 92-020(B).
- (E) **Expiration.** Upon expiration of the permit (April 1st), 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 properties with an Agricultural (AR) zoning designation in accordance with Table 1 below. However, an RV site that received an RV permit issued pursuant to Resolution No. 2017-51 shall be permitted to have the number of RVs allowed by that resolution if the RV site complies with all other requirements of this article.

<u>Table 1: RV Allowances</u>	
<u>Property Size and Requirements</u>	<u>RV Allowance</u>
<u>NA</u>	<u>All conforming, or legal non-conforming properties, within the town are permitted to have one (1) personal RV regardless of property size.</u> <u>RV shall be owned or leased by the property owner or tenant of the property.</u> <u>RV shall not be rented or otherwise occupied.</u>
<u>5.0 acres or more</u> <u>[Properties required to provide a ROW dedication or an easement for the purposes of ROW or utilities along the street line may include these areas for purposes of minimum parcel size].</u>	<u>Two (2) RVs subject to conditions below:</u> <u>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.</u> <u>RVs may only be occupied between November 1 and April 1st of any given year, except when utilized for caretaker purposes (per Sec. 10-015, Definitions). 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.</u> <u>RV may be utilized for Groom's Quarter purposes, subject to sec. 10-015, definitions, between November 1st and April 1st.</u>

- (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.

**TOWN OF LOXAHATCHEE GROVES, FLORIDA
BUSINESS IMPACT ESTIMATE**

Item 16.

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.

This Business Impact Estimate is provided in accordance with Section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the Town of Loxahatchee Groves is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Town of Loxahatchee Groves hereby publishes the following information:

TOWN OF LOXAHATCHEE GROVES, FLORIDA
BUSINESS IMPACT ESTIMATE

Item 16.

ORDINANCE NO. 2024-07

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

If adopted, Ordinance 2024-07 would amend regulations relating to Recreational Vehicles (RVs) within the Town for the health and safety of residents and to support local agricultural needs.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town of Loxahatchee Groves, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the Town of Loxahatchee Groves regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

(a) An estimate of direct compliance costs that businesses may reasonably incur:

The proposed ordinance allows for the voluntary siting of RVs and establishes a permitting process for the approval of RV sites. The proposed ordinance contemplates permit fees of \$500 per application. A business may incur additional fees or fines for violations of the Town's Code.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

There is no required charge or fee because the proposed ordinance establishes an optional RV program. If an eligible property owner chooses to take advantage of the program, the property owner would be required to pay an application fee as noted above.

(c) An estimate of the Town's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

Funds generated as a result of the proposed ordinance are generally expected to cover the staff time required for the processing of permit applications, inspections, and enforcement. The Town has an existing RV code that requires permitting and inspection. The proposed ordinance is anticipated to be budget neutral or to have only slight impact as compared to the existing code sections that it would replace.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
BUSINESS IMPACT ESTIMATE

Item 16.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

All property owners who meet the criteria outlined in the proposed ordinance may take advantage of the optional RV program. It is anticipated that no businesses will be impacted.

4. Additional information the governing body deems useful (if any):

N/A

Valerie Oakes

From: Francine Ramaglia
Sent: Wednesday, July 31, 2024 1:10 PM
To: Valerie Oakes
Subject: Fw: Individual FAAC Member recommendation + public comments: New RV Regs and their financial, environmental and AG-Tourism Impacts on our town

Please include both of Mr. Sood's emails with the agenda. the attachment is not on this one and you will have to go back to that email and include it. thank you.

From: Manish Sood <mcsood@hotmail.com>
Sent: Wednesday, July 31, 2024 1:01 PM
To: Project Coordinator <projectcoordinator@loxahatcheegrovesfl.gov>; Francine Ramaglia <FRamaglia@loxahatcheegrovesfl.gov>; Phillis Maniglia <PManiglia@loxahatcheegrovesfl.gov>; Management Analyst <managementanalyst@loxahatcheegrovesfl.gov>
Cc: Robert Shorr <rshorr@loxahatcheegrovesfl.gov>; Marge Herzog <mherzog@loxahatcheegrovesfl.gov>; Laura Danowski <ldanowski@loxahatcheegrovesfl.gov>; Anita Kane <akane@loxahatcheegrovesfl.gov>
Subject: Re: Individual FAAC Member recommendation + public comments: New RV Regs and their financial, environmental and AG-Tourism Impacts on our town

Hello All,

Further to my public comments, here is some additional information for your review and consideration :

Please review the Florida Mobile Home property tax laws in which the RV becomes a part of the real estate and taxes are applicable. "A recreational vehicle shall be considered permanently affixed if it is connected to the normal and usual utilities and if it is tied down or it is attached or affixed in such a way that it cannot be removed without material or substantial damage to the recreational vehicle.", "

<https://www.flsenate.gov/Laws/Statutes/2018/0193.075>

In addition, taxes are applicable on rental income from RVs, and the town must inform the residents of all such obligations (rather than the RV residents then turning around and blaming the town council & management)

https://floridarevenue.com/forms_library/current/gt800034.pdf

Please make sure that your decisions, inadvertently, do not lead to RV residents to avoid paying their fair share of taxes, while adding extra tax burden on other hard working residents of the town and county (as well as putting the health & safety of our residents at risk by not planning for additional police, fire, school, healthcare, hurricane evacuation management, etc. needs of such additional population and vehicles for full-year RV living).

I have seen zero impact studies on what will happen is every household is allowed to have a year-long RV to be used as an extension of the house/guest house dwelling. If someone wants to live in a luxury RV on their property, God bless them all - but their RV is no different than their home or guest cottage, and similarly they must pay taxes like people with fixed structures do, and the same rules apply to RVs in that case in terms of single family home AG residential zoning and other safety regulations as residents who invested in building their fixed- structure homes and barns in Loxahatchee Groves.

Please do not create a tax loop hole resulting in our town deteriorating to become a RV slum or a broken R parking lot for the Palm Beach county.

I called Palm Beach County Tax Appraisals department and according to my understanding they may review the town regulations for tax implications if you still go ahead with the poorly reviewed decision of allowing "all year-long RV living"

So please save the town some hard-earned tax dollars in potential legal fees, and fully study the regulations, tax and safety impacts before approving "all year-long living in RVs" or allowing RV living rental income that has nothing to do with our AG/Equestrian/Farm use.

Thank you.

Regards,
Manish Sood

Sent from my iPhone

On Jul 24, 2024, at 7:36 PM, Manish Sood <mcsood@hotmail.com> wrote:

To: The Town Council
Cc: The Town Manager

(Request To Town Clerk, please forward a copy of this email to our FAAC, Planning & Zoning and AG-Tourism Committees for their information, or guide me to the town website where I can find their names and contact information)

Public Comments:

To the Honorable Mayor, Town Council, Town Manager and Town Staff

PS: In my capacity as an individual FAAC member, I would like to highly recommend the Town Council to vote and direct FAAC, Planning & Zoning and AG-Tourism Committees to study the newly proposed RV Regulations, and provide you with their recommendations on an urgent basis.

Given the bleak nature of our town's finances and stressful economic conditions, any change in the regulations that adds burden to our hard-working residents and tax payors -- must be thoroughly reviewed before your vote.

In particular, if there is any aspect of the RV regulation that significantly adds (presently or in future) to our resident population, population density calculation, ground water use and human waste generation; or adds to our local traffic impact; or changes the very pristine AG/Equestrian and AG-Tourism nature of our beautiful town; or adds any stress to our already stretched public health, safety, social support & school systems – you must allow reviews by various expert committees, subject matter experts and residents to provide more inputs.

Please do not allow our town to become an RV parking lot or an Airbnb RV Capital of Florida. There are already shady companies promising RV rental income to our town's residents. These suspicious characters offer RV parking income where they will bring in RVs and renters for RVs (mostly undocumented workers or vulnerable people paying in cash) under the guise of AG/Equestrian/Home Healthcare Help use.

Your decision will be a sure shot recipe for disaster **if the new regulations allow loop holes** for "rent income generating RV's" **that have nothing to do with our "AG/Equestrian or personal help" applications.**

Under your careful watch, the hard-working tax payor residents should not carry the burden for non-tax paying freeloaders abusing our town's RV regulations.

Please review the **attached draft** (my personal work-in-progress draft that incorporates your latest discussions and incorporates certain checks and balances to avoid loopholes) for your review, and to clearly communicate your voting decisions on these particular RV Applications Use at our next town meeting. Our hard-working farmers, equestrians and residents, whether actively involved in the town matters or too busy with their day to day life, are counting on you to take care of them and their beautiful homes, and to protect their most precious Lox Groves community!

Thank you.

Regards,
Manish Sood & Family
Resident
3765 E Rd
Loxahatchee Groves, FL 33470
Email: mcsood@hotmail.com
Tel: 561-508-3625 (office)
<RV reg draft.pdf>
<RV reg draft.docx>

Sr. No.	Property Size & Zoning Type	RV Parked & Stored (no humans inside the RV)	Humans Inside the RV				Max number of RVs allowed on Property at any given time
		Personal RV Parked at the Property (Property Owner's RV or their family guest visiting bringing their RV)	Only during day office and/or night security office use purposes	Farm Worker or Care Taker Person Living in RV (all year round living in RV for some job, no family living)	Family Member Temporary Visiting and Occupying RV less than 2 weeks	Anyone Living in RV including seasonal clients, renters, family, Airbnb, Agro-Tourism Use, etc.	
1.	Less than 5 Acres (zoning restrictions apply for specific uses)	<p>Must be Homestead</p> <p>Max Allowed: 1 personal RV allowed for parking / storing purposes only. No humans inside RV.</p> <p>No Renting Income Permitted from anyone parking RV at your property</p>	Not Allowed	Not Allowed	<p>Must be Homestead</p> <p>Allowed human Occupancy for less than 2 weeks, and max twice per Year.</p> <p>No Renting Income or Airbnb Allowed.</p> <p>Owner must certify the Guest Use Purpose</p>	Not Allowed	<p>Max Number of RVs allowed on the property (including your own or temporary guest visit): 1</p> <p>Personal RV parked at the property or temporary used for guest purposes will be counted towards the max number</p> <p>Human occupancy for Family Guest purposes allowed only that too for less than 2 weeks in duration and maximum twice per year. Town must be informed and Owner self certification required for any human occupancy)</p>

Sr. No.	Property Size & Zoning Type	RV Parked & Stored (no humans inside the RV)	Humans Inside the RV				Max number of RVs allowed at the Property at any given time
		Personal RV Parked at the Property (Property Owner's RV or their family guest visiting bringing their RV)	Only during day office and/or night security office use purposes	Farm Worker or Care Taker Person Living in RV (all year round living in RV for some job, no family living in RV)	Family Member Temporary Visiting and Occupying RV less than 2 weeks	Anyone Living in RV including seasonal clients, renters, guests, Airbnb, Agro-Tourism Use, etc.	
2.	5 Acres (zoning restrictions apply for specific uses)	<p>Must be Homestead</p> <p>Max Allowed: Up to Max number of RVs allowed (see the last column). Only personal RV allowed for parking / storing purposes only. No humans inside RV.</p> <p>No Renting Income Permitted from any third party parking RV at your property unless you are Bonafide AG classified and Use is limited to AG/Equestrian purpose and that too in the designated Equestrian Season only.</p>	<p>Must be Bonafide AG. Permit Required</p> <p>Up to Max number of RVs allowed (see the last column). Owner must certify the "Office Use" Purpose. No Renting Income permitted under this use. No living allowed in RV.</p>	<p>Must be Bonafide AG and Homestead.</p> <p>Permit Required</p> <p>Max Allowed: 1RV, Max 2 People Occupancy</p> <p>Owner certification of the Use Purpose.</p> <p>No Renting Income permitted under this use.</p>	<p>Must be Homestead</p> <p>Up to Max number of RVs allowed (see the last column). Allowed human Occupancy for less than 2 weeks, and max twice per Year. Owner must certify the Guest Use Purpose. No Renting Income permitted under this use.</p>	<p>Must be Bonafide AG. Permit Required</p> <p>Up to Max number of RVs allowed (see the last column). Max 2 People Occupancy Per RV.</p> <p>Only during the Town designated Equestrian Season and for Equestrian / AG Purposes only. Rental Income Allowed only under Equestrian / AG Use. Owner certification of the applicable use required. No Airbnb Allowed. No rental income other than Bonafide Equestrian/AG use.</p>	<p>Max Number of RVs allowed on the property (including your own or temporary guest visit): 2</p> <p>Personal RV parked at the property or temporary used for guest purposes will be counted towards the max number</p> <p>Owner Self Certification and/or Permit Applies in All Cases involving Human Occupancy (as specified)</p> <p>No Rental Income Allowed unless Bonafide AG and limited to AG/Equestrian Use during the designated Equestrian Season (6 month period as designated by town).</p>

Sr. No.	Property Size & Zoning Type	RV Parked & Stored (no humans inside the RV)	Humans Inside the RV				Max number of RVs allowed on Property at any given time
		Personal RV Parked at the Property (Property Owner's RV or their family guest visiting bringing their RV)	Only during day office and/or night security office use purposes	Farm Worker or Care Taker Person Living in RV (all year round living in RV for some job, no family living)	Family Member Temporary Visiting and Occupying RV less than 2 weeks	Anyone Living in RV including seasonal clients, renters, family, Airbnb, Agro-Tourism Use, etc.	
3.	More than 5 Acres (zoning restrictions apply for specific uses)	Max Allowed: Up to Max number of RVs allowed (see the last column). Rest of the terms are same as 5 Acre Size (as mentioned above in Sr. No. 2)	Up to Max number of RVs allowed (see the last column). Rest of the terms are same as 5 Acre Size (as mentioned above in Sr. No. 2)	Up to Max number of RVs allowed (see the last column). Rest of the terms are same as 5 Acre Size (as mentioned above in Sr. No. 2)	Up to Max number of RVs allowed (see the last column). Rest of the terms are same as 5 Acre Size (as mentioned above in Sr. No. 2)	Up to Max number of RVs allowed (see the last column). Rest of the terms are same as 5 Acre Size (as mentioned above in Sr. No. 2)	Max Number of RVs allowed on the property (including your own or temporary guest visit): 3 Rest of the terms are same as 5 Acre Size (as mentioned above in Sr. No. 2)

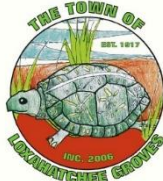
Owner Self Certification Form*: TBD

Permit Application* Form & Fee: TBD

Detailed Regulations on the RV Site Specifications, Health & Safety Inspection Requirements, Florida RV Registration Sticker, etc.: TBD

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Amber Schneider

VIA: Francine L. Ramaglia, Town Manager

DATE: August 6, 2024

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

Background:

As part of our ongoing efforts to ensure the Town's HR policies are current, in compliance with all legal requirements and provide an effective communication device for employees, we have reviewed and revised the Town's HR manual based on the detailed line by line review performed by Council with direction from its labor attorneys over the course of several public meetings and workshops devoted solely to Council's editing and discussion of the manual. This was the second review of the manual by the Town which adopted the water control district manual (LGWCD Personnel Policies & Procedures Manual, 2014 with 2017 PPM update for PTO) when it became a dependent district of the Town and during the transition to a more traditional local government staffing model following the expiration of the contract with Underwood Management Group.

The first review in 2019 restructured the personnel manual into a Human Resource Policy Manual (HRPM) which the Council approved on January 7, 2020. At the request of the incoming manager in 2022, the Town undertook a more comprehensive word for word review led by the Town's labor attorneys. The resulting document required a cleanup and reformatting for readability, elimination of conflicts/consistency between sections and effective implementation due to the heavily edited text and related items in different areas.

Staff along with assistance from our labor attorney, made the formatting changes and other wordsmithing keeping at top-of-mind council's intent. There were approximately 60+/- areas discussed for changes/redrafting or adding sections by the Council in 2022—that were collectively written and reviewed by staff and attorneys numerous times in the past year, including a final detailed review last month with

Mr. Torcivia. Each change was tracked with issues noted, discussed and resolved in finalizing the attached updated manual for consideration.

There were several areas tagged by staff and the attorney as requiring additional Council discussion/consideration. This updated manual includes recent changes in law such as the updated accommodations for pregnancy and clarifying that weapons, including guns, continue to be prohibited while performing job-related duties, which remains in compliance with applicable and recently enacted laws.

The draft of the updated manual was provided to all Councilmembers prior to holding individual meetings with each council person to review the updated manual. We received very few comments in the meetings and have incorporated them in the changes outlined below. Following the meetings, Mr. Torcivia touched based with Councilmembers to see if any additional changes were necessary.

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. This is a legal definition relative to ACA regulations.

Pgs 13-14: Added *Volunteer policy/resolution information* as approved by Council subsequent to initial draft.

Pg 14: Updated rehiring policy to apply to all employees, not just medical reasons, returning within two years to be eligible for 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: 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 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:** Serious Illness Leave Bank, Eligibility for Use by updating 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 38:** 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:** Created Designated Beneficiary form added (*now located on page 102*).
- Pg. 65:** Post Accident Testing 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.

Councilmembers subsequently received an email from a resident expressing concerns with the manual and staff reached out to councilmembers as well as to the resident to see if there were any issues that needed additional consideration. Should we receive any information and/or additional feedback, we will send out an update to this agenda item prior to the council meeting.

This document has had a very detailed review and has been compared to at least a dozen or more other small cities, water control districts, neighboring communities and the County. The Town generally provides lesser benefits than other agencies and is more current.

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, 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"/>
Phillis Maniglia, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Robert Shorr, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Laura Danowski, 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

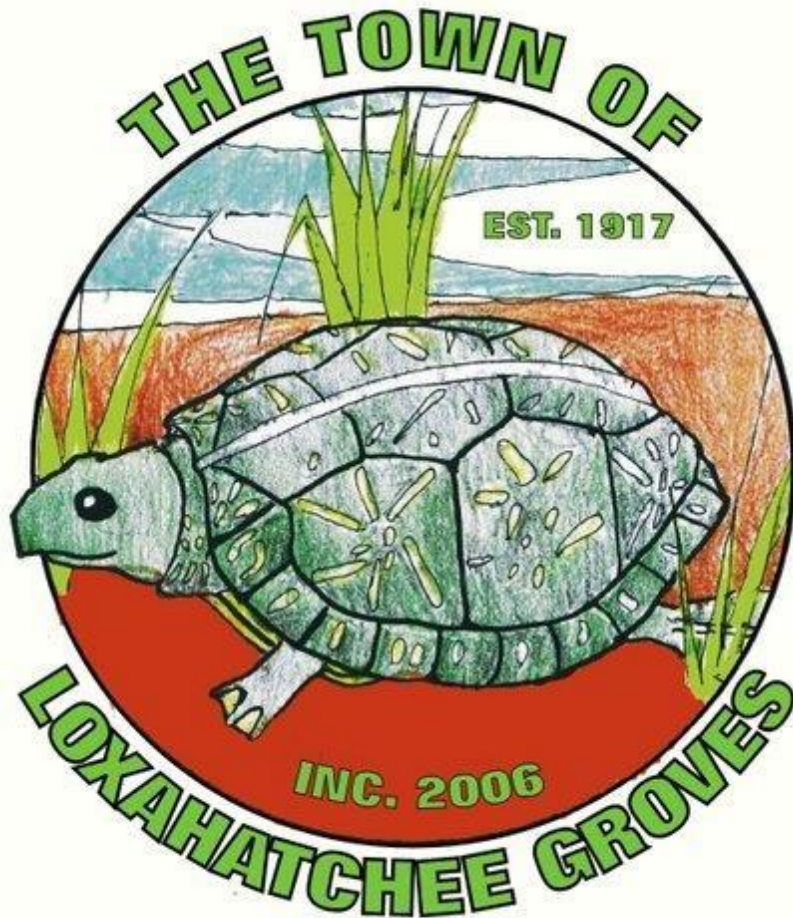
APPROVED AS TO LEGAL FORM:

Councilmember Phillis Maniglia

Office of the Town Attorney

Councilmember Robert Shorr

Councilmember Laura Danowski



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



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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.



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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.



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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 engage in any business transaction or professional activity; or incur 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



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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, 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 1st of each year and ends on September 30th of each year. No later than July 1st 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



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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.



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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 his/her 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. Reclassification to a lower pay grade 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.

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



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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 any alcohol and/or drugs while on call.

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.



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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.



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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.



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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



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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



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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:

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National Crisis Text line(s):	988 or 741741
National Suicide Prevention Hotline:	988
Mental Health Screening Tools	https://mhanational.org/self-help-tools
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)	https://apa.org/topics/crisis-hotlines
American Foundation for Suicide Prevention	https://afsp.org/get-help



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, 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.

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

1. New Year's Day:	January 1
2. Martin Luther King, Jr. Day:	(3 rd) Monday in January
3. Presidents Day	(3 rd) Monday in February
4. Memorial Day	Last Monday in May
5. Independence Day	July 4
6. Labor Day	(1 st) Monday in September
7. Veteran's Day	November 11
8. Thanksgiving Day	(4 th) Thursday in November
9. Day after Thanksgiving	(4 th) 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.



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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 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 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.



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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.



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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.



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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 will 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.



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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 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. 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.



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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 31st of each year and shall be paid at the employee's rate of pay as of September 30th. Payment shall be made no later than November 30th.

Section 5: Payout At Separation of Employment:

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.

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

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.

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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.

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).

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, or parent who has a serious health condition.



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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 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 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.

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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, 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.



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 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 District funds, property, equipment, material or supplies.



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17. Discourteous treatment of the public.
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



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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,



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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.



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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 accidents 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 or leased 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



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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 a 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, Biphedamine, 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



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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.



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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



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- (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).



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- (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.



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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:



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DESIGNATED EMPLOYER REPRESENTATIVE (DER)

You may be tested at the following laboratory:

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

MEDICAL REVIEW OFFICER (MRO)

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 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.



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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:

Reporting entity	When information will be reported to clearinghouse
Town	<ul style="list-style-type: none">An alcohol confirmation test with a concentration of 0.04 or higher.Refusal to test (alcohol) as specified in 49 CFR 40.261.
Town	<ul style="list-style-type: none">Refusal to test (drug) not requiring a determination by the MRO as specified in 49 CFR 40.191.
Town	<ul style="list-style-type: none">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.
Town	<ul style="list-style-type: none">Negative return-to-duty test results (drug and alcohol testing, as applicable)
Town	<ul style="list-style-type: none">Completion of follow-up testing.

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



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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.

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	Yes
Disabling damage to any motor vehicle requiring tow away	Yes	Yes
Disabling damage to any motor vehicle requiring tow away	No	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.



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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 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



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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



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OPIATES:	Paregoric, Parepectolin, Donnegan PG, Morphine, Tylenol w/Codeine, Empirin 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, 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



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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.



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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.



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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



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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.



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- 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.



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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.



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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



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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.



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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.

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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.



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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



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

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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 (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.



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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.

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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.



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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.



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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, 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

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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 ☐ No

2. 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 elects.

As such, I hereby give the Town of Loxahatchee Groves an express lien 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 ____

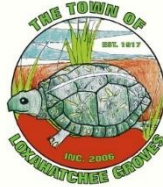
COUNTY OF PALM BEACH

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 of Town of Loxahatchee Groves

FROM: Glen J. Torcivia, Town Attorney

DATE: August 6, 2024

SUBJECT: Discussion Item: Review of Proposed Culvert Ordinance (revised)

Background:

As the Council is aware, the special acts that provided for the duties and other provisions governing the Loxahatchee Groves Water Control District (“District”) became an ordinance of the Town when the District became a dependent district and are set forth in the Town’s Code of Ordinances as Chapter 46 “Special Districts”. To ensure proper drainage in the Town, the safety of its residents, and the protection of both public and private property, the Town must have the ability to address failing private culverts, to repair, replace, or remove the same if the responsible property owner(s) fails to correct such deficiencies, and to charge the costs of this abatement to the owner. Chapter 46 includes these powers, but is lacking procedures to legally accomplish the same.

Revisions to Chapter 46 were initially drafted to (1) reorganize Chapter 46 to be user friendly; (2) ensure that its procedures and protections for property owners were legally sufficient; (3) include a voluntary culvert assessment program for residents; and (4) add other updates (collectively “Culvert Ordinance”). The Culvert Ordinance was presented to the Council for discussion at its meeting on May 21, 2024. Based upon comments from the Council, it was determined that the Culvert Ordinance be revised to include only those revisions currently needed to ensure that it includes adequate due process provisions and procedures to better protect property owners and to ensure the chapter is in compliance with current law and user friendly. Those revisions have been made and, generally, most of the original “special acts” of the District remain, although reorganized and updated, and only legally required procedures and protections for property owners have been added in this revised Culvert Ordinance.

Some of the substantial revisions are highlighted below:

1. Section 46-1:
 - a. Subsection (d) - For legal and other purposes, **new** language clarifies the relationship between the Town and the District as it relates to the implementation and enforcement of the Ordinance.

- b. Subsection (e) - The current ordinance uses certain key words, but does not define those words. **New** language has been added to provide residents clear guidance regarding how these key words are defined.
- 2. Section 46-2: Chapter 46 currently allows for a single entity to represent all property owners who use the same culvert, but it does not address all owners' responsibilities to maintain the culvert. **New** language requires a maintenance agreement which puts all affected property owners on notice of their responsibilities so the maintenance of the private culvert does not fall on the Town or an unsuspecting property owner.
- 3. Section 46-3:
 - a. Chapter 46 currently authorizes the District to (1) notify a property owner of a violating culvert; (2) give the owner a set number of days to fix the issue (e.g. 30 days, 60 days); (3) enter the property, if not timely fixed by the owner, and perform the work; and (4) assess the a lien against the property for the costs of the work. **New** language addresses due process protections for property owners, including but not limited to, proper notice of the violation, the right to appeal the violation before the special magistrate, proper procedures/protections for such appeal, a requirement that owners be given a reasonable amount of time to comply the violation, etc.
 - b. Chapter 46 currently authorizes the District to assess properties when the Town abates a private culvert violation. **New** language provides a more detailed legal basis for such assessments. See subsection (c).
 - c. Chapter 46 currently authorizes the District to address emergency situations but does not include detailed procedures. **New** language provides needed procedures and protections for property owners.

Recommendation:

Discuss and provide direction to staff to bring the proposed ordinance back for First Reading.

ORDINANCE NO. 2024-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 46 “SPECIAL DISTRICTS” TO REORGANIZE AND UPDATE ITS PROVISIONS, TO PROVIDE ADDITIONAL DUE PROCESS PROTECTIONS FOR PROPERTY OWNERS CITED FOR DRAINAGE WORKS VIOLATIONS, TO PROVIDE LEGAL PROCEDURES FOR THE ASSESSMENT OF ABATEMENT COSTS, AND FOR OTHER PURPOSES; AND PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves, Florida (“Town”), 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 Loxahatchee Groves Water Control District (“District”) was an independent special district of the State of Florida until it was dissolved in 2018 and transferred to the Town as a dependent special district; and

WHEREAS, the special acts that provided for the duties and other provisions governing the District became ordinances of the Town when the District became dependent and are set forth in the Town’s Code of Ordinances as Chapter 46; and

WHEREAS, such ordinances require reorganization to allow for easier access to the District’s procedures and responsibilities and a more efficient and practical structure for the same; and

WHEREAS, the Town wishes to amend Chapter 46 “Special Districts” to include additional due process protections for property owners cited for drainage works violations and to include additional legal and procedural support for special assessments for the abatement of such violations; and

WHEREAS, in accordance with Florida law, special assessments will only be assessed if the services performed by the District confer a special benefit on the property assessed and the assessment is fairly and reasonably apportioned among the properties that receive the special benefit; and

WHEREAS, the District’s Board of Supervisors reviewed and considered this ordinance on the ____ day of _____, 2024, and recommended the Town Council’s approval of the ordinance as herein written; and

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

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

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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 amends Chapter 46 “Special Districts” by reorganizing and amending the Chapter to read as follows:

Chapter 46 – SPECIAL DISTRICTS

ARTICLE I. – LOXAHATCHEE GROVES WATER CONTROL DISTRICT

DIVISION 1. – GENERAL PROVISIONS.

Sec. 46-1. – In general Loxahatchee Groves Water Control District.

- (a) *Name and duration of district.* The district is a dependent district of the town. The name of the district shall be Loxahatchee Groves Water Control District, hereinafter referred to as the “district.” The corporate life of the district is extended perpetually.
- (b) *Board of supervisors.* The town council shall serve as the board of supervisors for the district.
- (c) *Levy of assessments of land less than one acre.* In the levying and assessing of all assessments by the district, created under F.S. ch. 298, each tract or parcel of land less than one acre in area shall be assessed as a full acre.
- (d) *Coordination with town.* In accordance with F.S. ch. 298 and to make the most efficient use of its powers, the district will cooperate and coordinate its activities with the town. Based on this premise and for mutual advantage, the district may coordinate with the town to administer the district’s programs and responsibilities set forth in this chapter. Such coordination shall be in the form of a written agreement signed by both parties. When a valid agreement exists, and the town is charged with enforcing or administering any provision of this chapter, the term “district” shall also include “town” where applicable to perform such agreement. The district shall retain ultimate control and supervision over matters of the district.
- (e) *Definitions.* As used in this division, the following terms shall have the meanings ascribed thereto by this section unless the context clearly requires otherwise:

“Adversely impacts” means having a negative effect on, including but not limited to, restricting the normal conveyance of water, increasing flooding, erosion and/or sedimentation, increasing the cost of public services, or other negative effect, as determined in the reasonable discretion of the district.

“Culvert” means a capital improvement comprised of a pipe, channel, tunnel, or other drainage feature or structure and related facilities including baffles, drainage structures, endwalls, etc. intended to direct the flow of stormwater under, around, or through driveways, roads, trails, or other obstructions.

Commented [J1]: **New:** For legal and other purposes, this subsection (d) is needed to clarify the relationship between the Town and the District in the implementation and enforcement of the ordinance.

Commented [J2]: **New:** These new definitions provide residents with clear guidance regarding how these words or phrases are to be understood and used in the ordinance.

Commented [J3]: **New:** The term “adversely impacts” is used in the current ordinance but it is not defined. A definition was added so residents have a better understanding of when a culvert or other drainage work is in violation.

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“Drainage Works” means culverts, culvert crossings, culvert bridges, bridges, swales, drainage ditches, canals, or other drainage systems that connect with or cross over any of the works of the district or lie within the rights-of-way of the town.

“Property Owner” means, collectively, all of the record owners of the subject property.

Sec. 46-2. – General powers of the district.

(a) ~~(4)~~ Exercise of powers. The powers granted in this ~~division~~section may be exercised without the necessity of modifying or amending the water control plan for the district. ~~(5) Unless otherwise required by law or this chapter, the powers set forth in this division shall be exercised by resolution adopted by a majority of the membership of the board of supervisors.~~

(b) ~~(d)~~ Powers of the district-Roads.

(1) Road maintenance, etc.

- a. In addition to the powers provided for in F.S. ch. 298, the district shall have the power to maintain roadways and roads necessary and convenient for the exercise of the powers or duties of the district or the supervisors thereof in coordination with the town; and in furtherance of the purpose and intent of this ~~division~~section and F.S. ch. 298, in coordination with the town, to maintain roadways and roads necessary and convenient to provide access to and efficient development of areas made suitable and available for cultivation, settlement, and other beneficial use and development as a result of the reclamation operations of the district, including all the roads shown on the replat of the town, as recorded in Plat Book 12, Page 29, Palm Beach County Public Records; and to provide funds for this purpose in its annual levy of district assessments.
- b. ~~(3)~~ In addition to the powers of the district, elsewhere provided by general or special law, or ordinance or resolution, the district shall have the power, in coordination with the town, to construct, maintain, improve, and repair roadways and roads necessary and convenient for the exercise of any of the powers or duties of the district or the board of supervisors thereof, including, but not limited to, all the roads shown on the replat of the town, as recorded in Plat Book 12, Page 29, Palm Beach County Public Records, or to provide access to and development of areas within the district, or both; to provide funds for such construction, maintenance, improvement, or repair through the levying of assessments pursuant to F.S. ch. 298, or this ~~division~~section, or both; and to acquire land, including any interest therein, by purchase, gift, exchange, or eminent domain, for such construction, maintenance, improvement, or repair. Notwithstanding anything contained herein, the district's ability, under F.S. ch. 298, to create and assess units of development shall be unaffected.

Commented [J4]: The general powers of the district which are in the current ordinance have been reorganized and titled for easy reference.

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(2) Road improvement program.—The board of supervisors of the district is hereby authorized, empowered, and permitted, in coordination with the town, to expend funds of the district to pay for surveying, engineering studies, and plans and other related services in preparation of construction documents for the purpose of developing a road improvement program for the construction, maintenance, improvement, and repair of dedicated roads and road rights-of-way, including the swales thereof, within the district.

(c)(8) Drainage works. The district shall have the power to require maintenance and/or repairs, including replacement, of any Drainage Works ~~swale, drainage ditch, culvert, or canal connecting to any of the works of the district where lack of such maintenance~~ such Drainage Works adversely impacts the district, its operations, or any of its works. The board of supervisors shall cause notice to be given to any person owning land on which any such a Drainage Works ~~swale, drainage ditch, culvert, or canal is located in the event such maintenance is required and, if the requested maintenance is not performed within 30 days of said notice, unless extended by the board of supervisors, the district may go upon such property and perform said maintenance and assess the owner of the property for the district's cost thereof.~~

(d)(7) Uniform standards. The district shall have the power to adopt, by resolution, a uniform standard for Drainage Works ~~culvert crossings, bridges, culverts, or other drainage systems that connect with or cross over any of the works of, or lie within the rights of way of, the district.~~ The uniform standards adopted by the district shall be consistent with the Town's adopted standards for access. If the district so establishes a uniform standard, the district shall by resolution adopt procedures:

(1) ~~a.~~ Which shall require notice of such uniform standards to be given to persons owning lands upon which, adjacent to, or, to the best of the district's knowledge, using any Drainage Works ~~culvert crossings, bridges, culverts, or other drainage systems that connect with or cross over any of the works of, or lie within the rights of way of, the district~~ and to such other persons as the board of supervisors shall deem to be necessary or desirable, or both. The uniform standards and any subsequent changes to the uniform standards shall be available for inspection and copying at Town Hall and provided upon request.

(2) ~~b.~~ Which shall authorize granting permits for Drainage Works ~~culvert crossings, bridges, culverts, or other drainage systems, or pursuant to such uniform standards, and the~~ The district may allow for permits to be applied for by a single landowner, ~~or by multiple landowners, or provided that, in the case of multiple landowners, such landowners may establish a single entity to represent all such landowners to apply for and obtain the permit and construct and maintain the Drainage Works.~~ culvert crossings, bridges, culverts, or other drainage systems, Any such single entity applying for a permit shall be subject to review by the district to ensure that said entity has and shall have the legal authority to assess such landowners for the cost of construction and maintenance of such Drainage Works. All permittees shall enter into a maintenance agreement with the district for the permitted Drainage Works. Such maintenance agreement shall, at a minimum, provide for the

Commented [J5]: The current ordinance allows for a single entity to represent all landowners who use a culvert, but it doesn't address all owners' responsibilities in maintaining the culvert. **New:** The new language requiring the maintenance agreement puts all affected owners on notice of their responsibilities so the maintenance of the culvert does not fall on one or more unsuspecting owners or the Town.

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landowner's maintenance of the Drainage Works in accordance with this chapter and all other applicable laws, rules and regulations. culverts, drainage systems, culvert crossings, or bridges, that such The single entity's power to assess the landowners shall runs with the land of the landowners creating the entity, and that the district can enforce such assessment power if necessary. Each required maintenance agreement shall be signed by all affected landowners or a person with the legal authority to bind the single entity and shall be recorded in the official records of Palm Beach County, Florida. Such agreement shall run with the land. The form of the maintenance agreement shall be pre-approved by the district's attorney.

~~e. Which shall, except as hereinafter provided, require as to culverts or other drainage systems not less than 60 days' written notice to be given to persons owning lands upon which any culverts or other drainage systems exist in violation of any such uniform standards prior to the taking of any enforcement action by the district. Less than 30 days' notice, in writing or otherwise, of violations of the uniform standards may be provided in emergency situations. If, after such notice pursuant to this subsection, any landowner shall fail to conform to such uniform standards, the district may enter upon such lands and take such action as necessary to cause such violation to be corrected and may assess the owner of such land for the district's costs in connection therewith. Upon the failure of any property owner to pay any assessment levied by the board of supervisors pursuant to subsection (d)(7)d of this section within 30 days of receipt by such owner of notice of said assessment, the district shall have a lien on all lands and premises affected thereby. To the extent permitted by law, such lien shall be superior and paramount to the interest in such land and premises of any owner, lessee, tenant, mortgagee, or other person except the lien of state, county, or district taxes and shall be on a parity with the lien of any such state, county, or district taxes. Such lien shall bear interest at an annual rate equal to the interest rate due on judgments, pursuant to F.S. § 55.03, per year, and shall, until paid, remain in effect in perpetuity.~~

~~d. Which shall provide that in the event any culvert crossing or bridge, whether or not permitted by the district, is determined by the district to be restricting the normal conveyance of water in a district canal, the district shall notify the permit holder of said structure, or if there is no permit on file with the district for said structure, the district shall notify the landowners using such structure that the following options are available regarding the structure:~~

Notwithstanding any provisions contained in this subsection (d), the ability of the district's board of supervisors under F.S. ch. 298 to create and assess units of development shall be unaffected.

Sec. 46-3. – Enforcement of Drainage Work Violations.

(a) Violations. Any Drainage Work that (1) is not constructed or maintained in accordance with an adopted uniform standard; (2) is not properly permitted; or (3) restricts the normal conveyance of water or otherwise adversely impacts the district, its operations, or any of its works, is declared a nuisance and a violation of this division.

(b) Options for compliance. The Property Owner may comply the violation, as applicable, as follows:

Commented [J6]: This language (with strikethroughs) was removed and replaced with proper procedures and protections for property owners (e.g., notices, reasonable times to comply, right to appeal, etc.). See section 46-3 for these changes.

Commented [J7]: Based on the re-ordering of this subsection, the original ordinance's language addressing the District's authority to create and assess units of development has been deleted (see below) and this new language has been included and reflects the new subsection.

Commented [J8]: The ordinance currently authorizes the District to (1) notify a property owner of a violating culvert; (2) give the owner a set number of days to fix the issue; (3) enter the property, if not timely fixed by the owner, and perform the work; and (4) assess a lien against the property for the costs of the work. **New:** This section includes new language that addresses due process protections for property owners, including but not limited to, proper notice of the violation, the right to appeal the violation before the special magistrate, proper procedures/protections for such appeal, a requirement that owners be given a reasonable amount of time to comply the violation, etc.

Commented [J9]: The ordinance currently authorizes the District to enforce existing drainage works (e.g., culverts) that are in violation of the uniform standards or were constructed without a permit (see the current code Sec. 46-1(d)(7)c. and d.).

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~~(1)4-~~ The Drainage Workstructure may be repaired, by the permit holder or the landowners using the structure, in conformance with current district standards (as determined by a licensed engineer), including obtaining a permit from the district pursuant to its uniform standards and procedures.

~~(2)2-~~ The Drainage Workstructure may be abandoned and removed by the permit holder at its expense after prior written notice is provided to the district, or, if the structure has not been permitted, the district may ~~shall~~ remove the Drainage Workstructure only if the district secures an affidavit acknowledging abandonment and executed by all interested parties, and the district shall not be liable to any person or entity that uses such structure for its removal.

~~(3)3-~~ The landowners using ~~such~~ the Drainage Workstructure may apply for a permit to construct a conforming replacement structure. This process shall require obtaining a permit issued by the district pursuant to its uniform standards and procedures, said permit to be contingent upon the removal of the nonconforming Drainage Workstructure and the construction of a replacement structure at the sole expense of said landowners.

~~(4)4-~~ With respect to subsections ~~(b4)(7)4-~~ (1) and (3) of this section, in the event that there are multiple landowners involved, the landowners may establish a single entity as set forth in subsection 46-2(d)(2)(7)b- of this section to represent all such landowners. Prior to a permit being issued, the single entity or all affected landowners shall enter into a maintenance agreement for the Drainage Work. Such maintenance agreement shall, at a minimum, provide for the landowner's maintenance of the Drainage Work in accordance with this chapter and all other applicable laws, rules and regulations. Such agreement shall be signed by all affected landowners or a person with the legal authority to bind the single entity and shall be recorded in the official records of Palm Beach County, Florida. Maintenance agreements shall run with the land. The form of the maintenance agreement must be pre-approved by the district's attorney.

~~(5)6-~~ The special magistrate for the town may order any other reasonable requirements to comply the violation(s).

~~5. Alternatively, the affected landowners may request the district, via referendum of the landowners utilizing the structure, upon a majority vote of such landowners, on a per-acre basis, to establish a special taxing unit of all such landowners to pay a special assessment to cover the initial costs, including, but not limited to, engineering fees, removal costs, repair or replacement construction costs, dedication of adjoining road, and permit fees and the structure shall thereafter be a district-owned structure maintained by the district.~~

~~6. The permit holder of a structure restricting the normal conveyance of water in a district canal, or if said structure is unpermitted, the landowners as reasonably determined by the district to be using such structure, shall have 60 days after notice is sent to respond to the district regarding which option set forth in this subsection (7) has been chosen and an additional 120 days to repair or remove said structure.~~

Commented [J10]: **New:** See the note at section 46-2(d)(2) above regarding the need for a maintenance agreement when multiple landowners are involved.

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~~Notwithstanding any provisions contained in this subsection (7), the ability of the district's board of supervisors under F.S. ch. 298 to create and assess units of development shall be unaffected.~~

(c) *Establishment of nuisance abatement special assessment district.* The district, in its entirety, as its boundaries exist on the date of enactment of this section and as they may be expanded or contracted from time to time, is hereby declared a drainage works abatement special assessment district for the purposes of repairing or replacing existing Drainage Works. Individual properties, within the district's boundaries, will be assessed for the costs incurred by the district in repairing or replacing any Drainage Works that serve such individual properties. The repair or replacement of Drainage Works that adversely impact the district, its operations or any of its works constitutes a municipal service which specifically benefits the property(ies) upon which the Drainage Work attaches, benefits, or otherwise affects, and the assessment of the costs incurred by the district in repairing or replacing such Drainage Works against any such property(ies) is deemed fair and reasonable. The costs incurred by the district in repairing or replacing Drainage Works shall be levied as a special assessment. The enforcement of this division is supplemental to and outside of Chapter 162, Part I, Florida Statutes.

Commented [J11]: The current ordinance authorizes the District to assess properties when the Town abates a culvert violation. **New:** This new language provides a more detailed legal basis for such assessments.

(d) *Enforcement procedure.*

Commented [J12]: **New:** As mentioned above, this language ensures property owners are provided proper notice of a violation involving a drainage work such as a culvert.

(1) *Violation found.* If a violation is found, the district will notify the Property Owner, as stated upon the last records of the county tax collector or property appraiser, that a nuisance exists which is a violation of this division. The notice shall be provided to the Property Owner by regular and certified mail, return receipt requested, or by hand delivery which shall be effective and complete when delivered. In the event that the mailed notice is returned by the postal authorities, or the return receipt is not received by the district within ten (10) days after mailing, the notice shall be given by physical posting of the notice on the subject property. Notice by posting shall be considered delivered on the date posted. When there is more than one owner, service as herein provided on any one owner shall be sufficient notice.

(2) *Notice of violation contents.* The notice will notify the Property Owner of the following:

- a. A public nuisance exists on the land and a brief description of the location and the nuisance;
- b. A reasonable time to comply the violation;
- c. The owner has ten (10) days from the date the notice is delivered to file with the district a written request for a hearing before a special magistrate;
- d. If the owner fails to timely comply the violation and a hearing is not timely requested, the district may have the violation abated at the expense of the owner, including all costs of inspection and administration.

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e. If the district has the violation abated, the costs of the work, together with all costs of inspection, administration, and all other related costs shall be a special assessment lien against the property and shall be equal in dignity to taxes.

(3) *Right to appeal; abatement.* The Property Owner shall have ten (10) days from the date the notice is delivered to file with the district a written request for an appeal of the finding of a violation by the district. Failure to timely file a request for an appeal with the district or to appear before the special magistrate shall be deemed a waiver of the Property Owner's rights to appeal the finding of a violation and the district's right to perform the maintenance and/or repairs and charge the owner for the same. If an appeal is not timely requested, the district may, upon the expiration of the time given to comply the violation, reinspect the property to determine whether the nuisance has been abated. If the Property Owner fails to timely abate the nuisance, the district may cause its abatement and charge the Property Owner the costs of such abatement. The costs of the abatement, including the costs of inspection, administration, and all other related costs, will be assessed against the property as set forth in this section for nuisance assessments.

Commented [J13]: New: As mentioned above, this language gives property owners the right to appeal a notice of violation involving a drainage work such as a culvert.

(4) *Appeal.* If an appeal is timely requested, enforcement action shall proceed as follows:

- a. *Generally.* The district will coordinate with the town to use the town's special magistrate to hear these matters on a regularly scheduled agenda. The district shall send a written notice of the hearing date, time, and location to the Property Owner by regular U.S. mail at the mailing address provided by the owner in its request for a hearing.
- b. *Procedures.* Upon request of the district, a special magistrate hearing shall be scheduled. Minutes shall be kept of all special magistrate hearings. The case shall be presented to the special magistrate, and if the district prevails in prosecuting a case before the special magistrate, it shall be entitled to recover all costs in prosecuting the case before the magistrate and such costs will be included in the lien authorized hereunder. The magistrate shall take testimony from the appropriate staff and alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. At the conclusion of the hearing or a reasonable time thereafter, the special magistrate shall issue an order that includes findings of fact, based on evidence of record, conclusions of law, and proper relief. The order may also include a time to comply as described in this subsection and a fine may be imposed along with the costs of repairs if the order is not complied with. The decision of the special magistrate will be final.
- c. *Time to comply.* If after hearing testimony and reviewing evidence, the special magistrate determines that the Drainage Work requires maintenance, repairs and/or replacement and is in violation of this division, administrative costs will be assessed against the owner, and the owner shall have a reasonable time, as determined by the special magistrate, to perform the maintenance, repairs, and/or replacement. After

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the time to perform the maintenance, repairs, and/or replacement has expired, the district will be authorized to perform the maintenance, repairs, and/or replacement at the expense of the Property Owner. The costs of the abatement including the costs of inspection, administration, and all other related costs will be assessed against the property as set forth in this section for nuisance assessments. After the time to perform the maintenance, repairs, and/or replacement has expired, in the alternative to performing the abatement, the district will have the right to impose a daily fine (up to \$250.00 per day) for each day the violation continues after the time set for compliance. A certified copy of an order imposing a daily fine may be recorded in the public records and thereafter shall be a lien against the property.

(5) **Emergencies.** If the district finds that a violation poses an immediate hazard to life, property or public safety, the violation may be deemed an emergency. In emergency situations, the time periods for notice and response may be shortened by the district as is reasonable under the circumstances. Emergencies shall be handled as follows:

- a. **Notice and hearing.** The district will make a reasonable effort to notify the Property Owner and may immediately request a hearing before the special magistrate. The notice shall include a brief description of the violation, time to comply the violation, if appropriate under the circumstances, and the date, time, and location of the hearing. The special magistrate will determine if a violation has occurred, provide a reasonable time to comply (if appropriate), allow the district to abate the violation if the owner fails to timely comply the violation, and charge the Property Owner the costs for such abatement. If the Property Owner fails to attend the hearing or the special magistrate otherwise finds that the situation does not or should not allow for an opportunity for the Property Owner to comply the property, the special magistrate may provide for the district's authority to immediately abate the violation. If the district does not intend to abate the violation, the special magistrate may provide the Property Owner a time to comply the violation and impose a daily fine for each day the property remains in violation past the date set for compliance. The hearing shall be conducted in accordance with the hearing procedures set forth in section 46-3(c)(4) of this Code, and the decision of the special magistrate will be final.
- b. **District responsibilities.** The district shall not be required to abate any violation but may voluntarily undertake abatement if authorized to do so by the special magistrate or as authorized elsewhere in this chapter. If the district abates a violation, there is no continuing obligation on the part of the district to make further repairs or to maintain the property or the Drainage Work(s), and the abatement does not create any liability against the district for any damages to the property.
- c. **Costs of abatement.** The costs of abatement, including the costs of inspection, administration, and all other related costs, will be assessed against the property as set forth in this section for nuisance assessments.

Commented [J14]: The current ordinance provides for emergencies, but does not include the detailed procedures or enhanced protections for property owners (e.g., notice, appeal, etc.).
New: This new language provides these procedures/protections for property owners.

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d. Notices. Notices under this subsection shall be provided to the Property Owner at the mailing address provided for on the tax collector's or property appraiser's website. Notices shall be delivered either by hand-delivery or by posting and mailing by regular U.S. mail and certified mail, return receipt requested. The notice shall be deemed to have been received on the date of hand-delivery or the earlier of the date the return receipt was signed or ten (10) days after the notice was first posted.

(6) Abatement costs. Abatement costs may include but are not limited to any costs, fees or other expenses reasonably related to the abatement of the conditions which violate this chapter and shall include but not be limited to enforcement, investigation, inspection, reinspection, removal, repair and/or correction of Drainage Work, permitting, surveying, securing easements, legal advice, engineering consultations, other professional consulting fees, and administrative costs. Administrative costs may include the cost of town staff time reasonably related to enforcement (e.g., site inspections, travel time, investigations, telephone contacts, preparation of reports, notices, correspondence, hearing packets, etc.), mailing costs, copies, and any other reasonable costs incurred in connection with the abatement of the nuisance.

Commented [J15]: The current ordinance authorizes the District to assess the property owner for all costs involved in the abatement of violations but it does not define what costs may be included.
New: This new language gives residents notice of what abatement costs may include.

(e) Special Assessments.

(1) Nuisance assessments. Upon the failure of any ~~p~~Property ~~o~~Owner to pay any ~~such~~ abatement assessment within 30 days of receipt by such owner of notice of the assessment, the district shall have a special assessment lien on all lands and premises affected thereby. The costs of the work, together with all costs of inspection, administration and all other related costs shall be a special assessment lien against the affected property(ies). The board of supervisors may, by the adoption of a resolution levying such charges, document such lien(s) in the amount of the charges outstanding, or such greater or lesser amount as the board of supervisors shall decide is just and fair. Assessment of liens levied in this manner may be recorded in the public records of the county. Such lien shall be superior and paramount to the interest in such land and premises of any owner, lessee, tenant, mortgagee, or other person except the lien of state, county, town, or district taxes and shall be on a parity with the lien of any such state, county, town, or district taxes. Such lien shall bear interest at an annual rate equal to the interest rate due on judgments, pursuant to F.S. § 55.03, per year and shall, until paid, remain in effect in perpetuity.

Commented [J16]: As mentioned, the ordinance currently authorizes the District to make assessments for violations abated by the District/Town. **New:** This new language provides more details in how these assessments are made, what they include, and how they are collected so residents are fully aware of the process.

(2) Collection. Assessments may be certified to the tax collector for collection pursuant to the uniform method provided in F.S. § 197.3632, as more specifically set forth in ch. 42 of the Code and section 46-4(b) of this division. In the alternative, the board of supervisors may elect to collect assessments by any other method which is authorized by law.

(3) Daily fines. In the event the special magistrate imposes a daily fine instead of authorizing abatement, any daily fines imposed under this section, together with all costs of inspection, administration, and all other related costs shall be recorded as a lien against the real property. Such lien shall be in lieu of and not be part of the special assessment.

Commented [J17]: Standard code enforcement procedures allow for daily fines on violations that are not timely complied.
New: This new language puts residents on notice of the possibility of daily fines.

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(f) Appeal. Any person adversely affected by a final order of the special magistrate pursuant to this section may file an appeal to the Circuit Court of Palm Beach County. Such appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the special magistrate. The appeal shall be filed within thirty (30) days of the execution of the order to be appealed. The filing of an appeal shall not automatically constitute a stay of the proceedings without further action by the court.

Commented [J18]: **New:** This new provision gives property owners notice of the right to appeal the special magistrate's decision (i.e., order) to the circuit court and the timeline for such appeal.

Sec. 46-4. – Financial and Additional Assessment Powers of District.

(a) ~~(6)~~ Generally. The board of supervisors, in the exercise of powers pursuant to this ~~division~~ section, may establish different special assessment areas within the district according to the benefits received, and may revise such areas according to the benefits received from time to time, so as to most equitably provide for the levying of special assessments according to benefits as are deemed desirable by the board of supervisors.

Commented [J19]: The financial and other assessment powers of the District which are in the current ordinance have been reorganized and titled for easy reference.

(b) Uniform Method; collection alternatives. ~~(44)~~ All special assessments levied pursuant to this ~~division~~ section may, in the discretion of the board, be collected pursuant to the Uniform Method set forth in section 197.3632, Florida Statutes, as amended from time to time. The board may follow the procedures for the Uniform Method set forth in chapter 42 of this Code. Using the Uniform Method will allow the special assessments to be collected by the tax collector of the county at the same time as the general county taxes are collected by the tax collector of the county, and the board shall in such event certify to the county tax collector a list of all such special assessments and a description of the lands and names of the owners of the properties against which such special assessments have been levied and the amounts to become due therefrom in the next succeeding year, including any interest thereon for any deficiencies for prior years. The board may in lieu of providing for the collection of said special assessments by the tax collector of the county, provide for the collection of the special assessments by the district under such terms and conditions as the board shall determine. In such event, the bills or statements for the amounts due at any time and from time to time shall be mailed to the owners of all properties affected by such special assessments at such time as the board shall determine. Special assessments may also be collected pursuant to any other available remedy at law or in equity. All charges of the county tax collector or of the district, and the fees, costs, and expenses of any paying agents, trustees, or other fiduciaries for assessment bonds issued under this ~~division~~ section, shall be deemed to be costs of the operation and maintenance of any improvements in connection with which such special assessments were levied and the board shall be authorized and directed to provide for the payment each year of such costs of collection, fees, and other expenses from additional special assessments or from the maintenance tax as provided by general law. Unless otherwise prohibited by law, ordinance, rule or policy, Property Owners who are subject to any special assessment set forth in this division may, at their option, prepay the assessment plus interest, if applicable, in full at any time.

Commented [J20]: The current ordinance allows for the District's collection of special assessment through the tax collector. **New:** This new language simply provides the statutory reference and procedures for the District to collect these assessments.

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(c) ~~(9)~~ Formal Special Assessment District Procedures. The board of supervisors of the district, in order to carry out any of ~~the~~ its powers set forth in ~~subsections (d)(3) through (6) of this division section~~, may levy and impose special assessments against any or all of the real property within the district upon a determination that the construction, maintenance, improvement, repair, or operation of said improvements or services provided to existing improvements provide a benefit to such real property. The assessments shall be imposed upon the property specially benefited by such construction, maintenance, improvement, repair, or operation in proportion to the benefits to be derived therefrom, and the special benefits shall be determined and prorated by a method prescribed by the board of supervisors. The district may use the following procedure to levy special assessments that will apply to more than one (1) parcel:

(1) ~~a~~. The board of supervisors, if it elects to assess a special benefit, shall declare by a resolution the nature of the proposed improvement or the services provided to existing improvements, shall designate the location of the improvement or the service provided to existing improvements, and shall state the part or portion of the expense thereof to be paid by special assessments, the manner in which said assessments shall be made, when said assessments are to be paid, and what part, if any, shall be apportioned to and paid from the funds of the district. The resolution shall also identify the lands upon which the special assessments shall be levied. The resolution shall state the total estimated cost of the improvement or service to be provided to existing improvements.

(2) ~~b~~. Within 30 days after the adoption of the resolution, the board of supervisors shall cause said resolution to be published one time in a newspaper of general circulation in the county.

(3) ~~c~~. Upon the adoption of the resolution, the board of supervisors shall cause to be made an assessment roll in accordance with the method of assessment provided for in said resolution, which assessment roll shall be promptly completed and filed with the records of the board of supervisors. The lands assessed, the amount of the assessment against such lands, and, if said assessment is to be paid in installments, the number of annual installments in which the assessment is divided shall be entered and shown on said assessment roll.

(4) ~~d~~. On the completion of said assessment roll, the board of supervisors shall by resolution fix a time and place at which the owners of the property to be assessed, or any other persons interested therein, may appear before said board of supervisors and be heard as to the propriety and advisability of making such improvements or providing said services, as to the cost thereof, and as to the amount thereof to be assessed against each property so improved. Notice in writing of such time and place shall be given to the ~~Property Owners~~.

(5) ~~e~~. At a time and place named in the notice provided for in this subsection (c) ~~(d)(9)~~ ~~of this section~~, the board of supervisors of the district shall meet as an adjustment board to hear and consider any and all complaints as to the special assessments and shall adjust

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the assessments on an equitable basis. After the special assessments are so adjusted and approved by resolution, such assessments shall stand confirmed and, until paid, shall remain legal, valid, and binding liens upon the property against which such assessments are made of equal dignity with the lien for county taxes. However, upon completion of the improvement, or provision of service to existing improvements, the board of supervisors shall credit to each of the assessments the difference in the assessment as originally made, approved, and confirmed and the proportionate part of the actual cost of the improvement or service to be paid by special assessments as finally determined on the completion of the improvement or service, but in no event shall the final assessments exceed the amount of benefits originally assessed. Promptly after confirmation, the assessments shall be recorded in the public records of the county and the record of the lien shall constitute prima facie evidence of its validity.

~~(6)f.~~ The special assessments shall be payable at the time and in the manner stipulated in the resolution authorizing the improvement or service. Such assessments shall remain liens, coequal in priority with the lien of county taxes, until paid. Assessments not paid when due shall bear interest at such rates, not in excess of the maximum legal rate, prescribed by the board of supervisors in the resolution.

~~(7)g.~~ Each annual installment of special assessments provided for shall be paid upon the date specified in said resolution, until the entire amount of said assessment has been paid, and, on the failure of any ~~p~~Property ~~o~~Owner to pay any annual installment due or any part thereof, or any interest on any delinquent payment, the district shall have a lien on all lands and premises affected thereby. Such lien shall be superior and paramount to the interest in such land and premises of any owner, lessee, tenant, mortgagee, or other person except the lien of state, county, or district taxes and shall be on a parity with the lien of any state, county, or district taxes. Such lien shall, until paid, remain in effect in perpetuity.

~~(8)h.~~ If any special assessment made under the provisions of this subsection (c) to defray the whole or any part of the expense of any improvement or provision of any service is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or if the board of supervisors of the district is satisfied that any assessment is so irregular or defective that the same cannot be enforced or collected, or if the board of supervisors omitted to make such assessment when it might have done so, the board shall take all necessary steps to cause a new assessment to be made for the whole or any part of any improvement or service provided or against any property benefited by any improvement or service provided, following as nearly as possible the provisions of this subsection (c), and, in case such second assessment shall be annulled, the board of supervisors may obtain and make other assessments until a valid assessment is made.

~~(9)i.~~ An informality or any irregularity in the proceedings in connection with the levy of any special assessment under this subsection (c) shall not affect the validity of the same

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where the assessment roll has been confirmed by the board of supervisors, and the assessment roll as finally approved and confirmed shall be competent and sufficient evidence that the assessment was duly levied, the assessment was duly made and adopted, and that all other proceedings adequate to the adoption of the assessment roll were duly had, taken, and performed as required by this section; no variance from the directions hereunder shall be held material unless it is clearly shown that the party objecting was materially injured thereby.

~~(10)j~~. The district may levy assessments using the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments set forth in state statutes. Compliance by the district with the requirements of the statutory Uniform Method shall be deemed to satisfy the procedural requirements in this subsection (~~9~~).

~~(d)~~ ~~(10)~~ Bonds.—The district is authorized to provide from time to time for the issuance of special assessment bonds of the district to pay all or any part of the cost of improvements. Any bonds issued by the district are subject to the limitations and requirements of the town Charter. The principal of and interest on any bonds shall be payable from special assessments sufficient to pay the bonds in the manner provided in the bonds, in this subsection (e), and the resolution authorizing such bonds. The bonds shall be authorized by resolutions of the board of supervisors of the district, adopted by a majority of the supervisors present and voting at a meeting of the supervisors. The bonds shall bear interest at rates not in excess of the maximum rates permitted by general law, may be in one or more series, may bear such dates, and may mature at any time not exceeding 40 years from their respective dates, may be payable in such medium of payment, at such place or places within or without the state, may carry such registration privileges, may be subject to redemption prior to maturity, with or without premium, may be executed in such manner, may contain such terms, covenants, and conditions, and may be in such form otherwise as such resolution or subsequent resolutions shall provide. The bonds may be sold or exchanged for refunding bonds, or delivered to contractors in payment for any part of the work or improvements financed by such bonds, or delivered in exchange for any properties, either real, personal, or both, to be acquired for such works or improvements, in such manner as the district in its discretion shall determine. Pending the preparation of the definitive bonds, interim certificates or receipts or temporary bonds in such form and with such provisions as the district may determine may be issued to the purchasers of the bonds issued hereunder. The bonds and such interim certificates or receipts or temporary bonds shall be fully negotiable and shall be and constitute negotiable instruments within the meaning of and for all purposes of the law merchant and the Uniform Commercial Code of the State of Florida. To the extent permitted by law, the proceeds of the sale of any such bonds shall be used solely for the payment of the allowable costs of the district incurred or to be incurred in carrying out the powers set forth in subsections 46-2(a), 46-2(b)(1)b., and 46-4(a) and any other powers in this division relating to improvements to Drainage Works located on district/town property. (3), (4), (5) or (6) of this section, and Such proceeds shall be disbursed in such manner and under such restrictions as the district may provide in the authorizing resolution. The district may also provide for the replacement of any

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bonds which become mutilated or are stolen, destroyed, or lost, upon proper indemnification. A resolution providing for the issuance of special assessment bonds may also contain such limitations upon the issuance of additional bonds secured on a parity with the bonds theretofore issued as the district may deem proper.

- (e) ~~(f)~~ *Borrowing authority to deal with disaster.* To allow the district to deal with the financial impact of the repair, replacement, or reconstruction of works of the district or other costs incurred by the district due to a “disaster,” as defined in F.S. § 252.34(1), the district is hereby authorized to borrow such funds as the district may reasonably determine are necessary to cope with the disaster. The district is also authorized to enter into a line of credit arrangement that will permit such borrowing, but funds can be drawn on the line of credit only after a state of emergency has been declared by the town, the county, the governor, or the President of the United States. The district may grant as security or collateral for borrowing under this subsection any local, state, or federal disaster relief payments (or similar type of payments) to be received by the district or maintenance assessments levied by the district pursuant to F.S. § 298.54, or both. This subsection is subject to the limitations and requirements of the Town Charter.

Sec. 46-5 – 46-159. – Reserved.

DIVISION 2. MISCELLANEOUS

~~(e) — Permitting of hauling operations.~~

~~(1) Definitions.~~ The following words, terms and phrases, when used in this subsection (e), shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

~~Excavate or excavation means any act by which material is cut into, dug, quarried, uncovered, removed, displaced, relocated, or otherwise deliberately distributed. Excavation excludes agricultural plowing and site grading and de-mucking in preparation for construction.~~

~~Haul or hauling means to cart, pull, carry, or transport in a motor vehicle.~~

~~(2) Application for hauling permit.~~

~~a. The town shall have the power to implement and enforce a permitting system necessary and convenient for the exercise of any of the powers or duties of the town thereof pertaining to all roads and roadways maintained by the town to provide access to or to restrict the use of roads or roadways within the town for the hauling of excavated material where such hauling exceeds 250 cubic yards of excavated material within a one-year period to or from the property of any landowner.~~

~~b. In order to effect the regulation of hauling activities and the protection of the condition of district roads and roadways, the town:~~

~~1. May require the following information to be supplied in an application for a hauling permit made to the town:~~

~~(i) Name and address of proposed hauling operator.~~

Commented [J21]: The permitting of hauling operations was removed from the ordinance because it is no longer enforceable under current Florida law.

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- ~~(ii) Type and number of vehicles to be operated.~~
- ~~(iii) Origin and destinations of hauling load.~~
- ~~(iv) Description of routes upon which the hauling operation will be conducted.~~
- ~~(v) Dimensions and maximum total weight of hauling vehicles.~~
- ~~(vi) Requested hauling schedule, including times and dates of excavation and use of hauling route.~~
- ~~(vii) Verification of notice to all utility companies and municipalities along the proposed route and a copy of their reply.~~
- ~~(viii) Approval of the county's engineering department, if required.~~
- ~~(ix) Name and address of permit applicant, which shall be either the owner of the land within the town from which the material is excavated or transported to or the person or entity performing the excavation work in the town; if the latter, the landowner must also sign the permit application.~~

~~2. Shall require that the recipient of a hauling permit from the town coordinate with the town the hauling routes and the times during which hauling activities are permitted to take place.~~

~~3. Shall include, as a condition of the hauling permit, that the hauling operator, permit applicant and landowner (if not the permit applicant) not cause damage or loss from the undertaking of hauling activities to the property of the town or the district, including, but not limited to, town roads and roadways and adjacent private property. Notwithstanding the foregoing, the hauling operator, permit applicant, and landowner (if not the permit applicant) shall be liable for the repair of any such damage caused by hauling activities and shall reimburse the town and any adjacent private property owners for any loss or damage occasioned by hauling activities.~~

~~4. Shall require, as a condition of the approval of a hauling permit, evidence of insurance by the hauling operator to remain in force for the duration of the permit.~~

~~5. Shall require a permit applicant, the landowner (if not the permit applicant) and the hauling operator, jointly and severally, to indemnify and hold harmless the town and its agents, employees, officers, and supervisors from and against all claims, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from the exercise of hauling activities pursuant to the permit, provided that any such claim, damage, loss, or expense arises or results, in whole or in part, from the hauling operator's activities in connection with the hauling permit, and to execute an indemnity agreement so stating.~~

~~6. May assess and collect reasonable fees in connection with reviewing permit applications and approving the hauling permit.~~

~~7. May adopt rules to implement the purposes of this section.~~

~~(3) Liability.~~

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~~a. Any person who, willfully or otherwise, hauls material on town roads or roadways shall obtain a hauling permit as required under this section and shall not violate the conditions of any hauling permit that has been granted by the town pursuant to this section.~~

~~b. Any person who willfully hauls excavated material on town roads or roadways without a hauling permit as required under this section or who violates the conditions of a hauling permit granted pursuant to this section is liable to any person injured thereby for the full amount of the injury occasioned to any land or crops or other property by reason of such hauling activities, and shall be liable to the town for double the cost of repairing any resulting damage to the district's roads or roadways.~~

~~c. Any person who willfully hauls excavated material upon the town roads or roadways without a hauling permit as required under this section, or in contravention of the conditions of a hauling permit granted pursuant to this section, shall be subject to a civil fine of up to \$500.00 per occurrence, with each day that a violation occurs constituting a separate occurrence. Any violation of this section may be treated in the same manner as a noncriminal traffic infraction under F.S. ch. 318, and citations for such violations may be issued by traffic enforcement agencies in the same manner as traffic citations are issued under F.S. ch. 316.~~

~~d. If a hauling operator, permit applicant, or landowner (if not the permit applicant) upon notice, in writing or otherwise, fails to repair any damage occasioned by the hauling of materials on the road or roadways of the town within 24 hours of receiving said notice, the town may repair such damage and assess the owner of the land in the town from which the material was excavated or to which the material was hauled for the town's costs in connection with such repairs. Upon failure of any landowner to pay any assessments levied by the town pursuant to this section within 30 days of receipt of any owner of notice of the assessment, the town shall have a lien on all lands of such owner within the town. To the extent permitted by law, such shall be superior and paramount to the interest in such land and premises of any owner, lessee, tenant, mortgagee, or other person except the lien of state, county, or town or district taxes and any conservation easements and shall be on a parity with the lien of any such state, county, or town or district taxes and any conservation easements. Such liens shall bear interest at the annual rate equal to the interest rate due on judgments, pursuant to F.S. § 55.03, per year and shall, until paid, remain in effect in perpetuity.~~

Sec. 46-16. – Road dedication and maintenance.

~~(g)a)~~ *Dedication of width of certain roads within the district.*

(1) Improvement of four public roads identified in subsections ~~(ga)~~(1)a through d of this section was approved at referendum pursuant to paragraph c. of section 4 of chapter 2004-410, Laws of Florida, after January 1, 2009, and before December 31, 2010. The width of these roads, to the extent that they have been actually constructed and maintained or repaired continuously and uninterruptedly by the district or town for seven years, shall be dedicated through easement rights to the public pursuant to Laws of Fla. ch. 2011-257 and F.S. § 95.361. The four public roads subject to this section are as follows:

Commented [J22]: This section provides a separate section number for road dedication and maintenance for easier reference and rennumbers the provisions of the existing ordinance.

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a. "A" Road to include the following description: "A" Road from Okeechobee Boulevard to North Road and North Road approximately one-quarter mile east from "A" Road intersection.

b. "C" Road (South) to include the following description: "C" Road from Collecting Canal Road to Okeechobee Boulevard and Collecting Canal Road approximately one-quarter mile each way, east and west from "C" Road intersection.

c. "C" Road (North) to include the following description: "C" Road from Okeechobee Boulevard to North Road and North Road approximately one-quarter mile each way, east and west from "C" Road intersection.

d. "D" Road to include the following description: "D" Road from Okeechobee Boulevard to North Road and North Road approximately one-quarter mile each way, east and west from "D" Road intersection.

(2) The filing of a map in the office of the clerk of the circuit court of the county in which the road is located showing the lands and reciting on it that the road has been dedicated in accordance with subsection (ga)(1) of this section or by any other means of acquisition, duly certified by the chair and secretary of the district, shall be prima facie evidence of the public's easement rights.

(3) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

(4) The town shall have traffic control jurisdiction over all public roads located within the district.

(5) All rights and privileges to these roads have been transferred to the town. Nothing in this section shall affect the town's maintenance of these roads and their dedications pursuant to F.S. § 95.361.

(hb) Roads presumed to be dedicated.

(1) When a road within the district has been constructed by the district, and when such road has been maintained or repaired continuously and uninterruptedly for seven years by the district or the town, an easement for such road over, under, across, upon, through, and within the underlying real property for road right-of-way purposes shall be deemed to be dedicated to the public to the extent of the width that has been actually maintained or repaired for the prescribed period, whether or not the road has been formally established as a public road. The dedication shall vest such easement in and to the road in the public, whether or not there is a record of conveyance, dedication, or appropriation to the public use.

(2) The filing of a map in the office of the clerk of the circuit court of the county where the road is located showing the lands and reciting on it that the road has been dedicated in accordance with subsection (hb)(1) of this section, or by any other means of acquisition, duly certified by the chair and secretary of the district, shall be prima facie evidence of the public's easement rights.

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(3) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

(4) The town shall continue to have traffic control jurisdiction over all public roads located within the district.

(5) All rights and privileges to these roads have been transferred to the town. Nothing in this section shall affect the town's maintenance of these roads and their dedications pursuant to F.S. § 95.361.

(c) *Maintenance easements and use for public trail purposes.* To the extent permitted by state law:

(1) When land adjacent to canals has been used and maintained for district-related purposes by the district to access its canals continuously and uninterruptedly for seven years, a maintenance easement for such land over, under, across, upon, through, and within the underlying real property for maintenance purposes is deemed to be dedicated to the district to the extent of the width that has been actually used, maintained, or repaired for the prescribed period, regardless of whether the land has been formally established as an easement in favor of the district. The dedication shall vest such easement in and to the land to the district, regardless of whether there is a record of conveyance, dedication, or appropriation to the district.

(2) The filing of a map in the office of the clerk of the circuit court of the county where the maintenance easement is located showing the lands and reciting on it that the land has been dedicated in accordance with subsection (c)(1) of this section, or by any other means of acquisition, duly certified by the chair and secretary of the district, shall be prima facie evidence of the district's easement rights.

(3) For any maintenance easement established pursuant to this section, the use by the public for recreational trail purposes, including, without limitation, equestrian trails, shall be authorized. The district is authorized to issue permits to the town to construct and maintain such recreational trails within the maintenance easements. Any permit issued by the district for perpetual use by the public for recreational trail purposes is deemed to satisfy any and all current or future state grant requirements for property control by the town.

(4) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

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.

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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, 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 7. 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:

	<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"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<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"/>

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"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<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"/>

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ____ DAY OF _____, 2024.

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TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Town Clerk

Mayor Anita Kane

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Councilmember Phillis Maniglia

Councilmember Laura Danowski

Councilmember Robert Shorr



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Office of the Town Attorney
VIA: Francine L. Ramaglia, Town Manager
DATE: August 6, 2024
SUBJECT: Discussion of Code Enforcement Remedies

Background:

In recent meetings, the Town Council has discussed code compliance, specifically fines, liens, and the process for foreclosure of properties. The Office of the Town Attorney was asked to provide additional information.

Depending on the nature of the violation, tools for achieving code compliance may include the state and local laws discussed below. Code changes and/or specific procedures must be adopted before any of these tools can be utilized. The Town Attorney's Office will work with staff to prepare items as directed and place them on a future agenda for discussion and/or adoption.

Foreclosure Lawsuits

Section 162.09, Florida Statutes, authorizes the foreclosure of unpaid code enforcement liens three (3) months after recording. Whether to foreclose on a code enforcement lien involves a cost-benefit analysis that differs based on the property. This analysis includes a determination of whether other liens take priority over the Town's. In addition, the Town should consider the complexity of the particular case and the resources available to pursue the litigation. In all cases, staff will seek the approval of the Town Council before filing a new lawsuit.

To assist staff in determining what cases should be presented to Town Council for authorization to sue, the Town Council may consider the following, which can be adopted by resolution:

- Authorizing staff to order title searches and take other actions, as necessary, to adequately evaluate a potential new case.
- Authorizing staff to recommend foreclosure of properties with more than \$100,000 in fines.
- Authorizing staff to recommend foreclosure of properties that have been out of compliance for more than one year.



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- Authorizing staff to recommend foreclosure of properties that do not meet the specific thresholds mentioned above, but which have other conditions that would make foreclosure appropriate.

The Town's Abandoned Property Code

During the foreclosure crisis, several municipalities in Palm Beach County adopted codes requiring the monitoring and maintenance of distressed properties. The Town adopted a similar code in 2011.

Chapter 10, Article II of the Town Code requires mortgage holders to inspect and register vacant real property that is in default, or which has been foreclosed. Additionally, Article II imposes maintenance requirements, including regular landscaping, irrigation, regular maintenance of pools and spas, and keeping yards free of refuse. Affected properties must be properly secured and monitored. Where the property is owned by a corporation or out of town mortgagee, the owner is required to have a local property management company monitor the property and post their contact information. Property in violation of Chapter 10, Article II is subject to enforcement proceedings before the special magistrate.

To date, the Town has not implemented a registration program. Although code section 10-27 provides that the Town Council may adopt rules and procedures related to the enforcement of the property abandonment code, no such rules or procedures have been adopted. Similarly, while the code states that the Town Manager may direct that abandoned property be adequately secured and/or guarded if necessary for public safety, it does not specify how the Town would be reimbursed. The code also lacks standards and procedures to guide the Town Manager's use of the authority granted. Such standards and procedures are essential to ensure due process. If the Town Council desires to implement the registration program, code revisions are recommended to address these deficiencies. Finally, any vendors used to assist with implementation or operation of a registration program would need to be selected in compliance with the Town's purchasing code.

Citations

Many municipalities issue citations as a supplemental means of code enforcement. A citation is a monetary penalty which is assessed for the violation of a code section. A separate citation may be issued for each discrete code violation. Typically, a citation immediately imposes a fine, which must be either paid or appealed within a set timeframe. In most instances, a citation can be issued by either a code enforcement officer or local law enforcement. Each municipality may determine for itself what ordinances better lend themselves to enforcement by citation. The Town does not



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currently have a code provision that allows the issuance of citations. A potential code revision has been drafted and can be placed on a future agenda for feedback from the Town Council.

Camera Program in conjunction with Palm Beach County

The Director of Public Works has been in contact with the Palm Beach County Sheriff's Office (PBSO) regarding an integrated security camera system focusing on public roads within the Town. If the Town is interested in pursuing the use of cameras to address illegal dumping or other code violations, the Town Attorney's Office has worked with other jurisdictions on this issue and is ready to assist.

Inspection Warrants

When a code compliance officer is denied permission to access a property, the officer may be able to gain legal access via an inspection warrant. An inspection warrant is a court order commanding a state or local official to conduct an inspection required or authorized by state or local law. The inspection may be done to ensure compliance with a variety of standards, including those pertaining to the following:

- Fire safety;
- Environmental;
- Animal control;
- Land use;
- Plumbing;
- Electrical;
- Health;
- Minimum housing; and
- Zoning.

Pursuant to section 933.21, Florida Statutes, a judge may issue an inspection warrant "only upon cause," which must be articulated in an affidavit. The affidavit must articulate why the subject property is believed to be out of compliance and must confirm that the affiant requested permission to enter and was denied or that it was impracticable to request permission. Chapter 933, Florida Statutes, contains other legal and procedural requirements before an inspection warrant can be obtained or executed. Historically, the Town has not sought inspection warrants.

Recommendation:

Discussion and direction to staff, if desired.

Term Sheet Outline for Third-Party Administrator Services

1. **Introduction**
 - Overview of the agreement between Community Solutions Partner, LLC d/b/a Community Champions (the “Administrator”) and the Town of Loxahatchee Groves, FL (the “Town”).
2. **Scope of Services**
 - **Town Branded Mobile Friendly Web Portal**
 - **Property Registration and Compliance Management:** Administration of compliance, outreach, and enforcement activities, including the assessment and collection of statutory fees and fines. Web-based mobile friendly portal for all stakeholders from registration to enforcement case management.
 - **Business Tax Receipt (BTR) Program:** Management of BTR program to include non-owner occupied properties, specifically short-term rental properties. Administration includes compliance, outreach, and collections of statutory fees and fines through Administrator’s portal.
 - **Community Outreach:** Notification services via AI-initiated phone calls, text messages, emails, and regular mail.
 - **Enforcement Services:** Engagement of special counsel legal services and case management in administrator’s portal for enforcement actions when outreach does not result in compliance.
3. **Financial Terms**
 - **Licensing Fee:** A proposed annual licensing fee (\$12,000) for the use of the platform, payable monthly, with the administrator option to waive.
 - **Service Fees:**
 - Property Registration Compliance Services: 50% of collected foreclosure fees.
 - BTR Management: 30% of BTR fees.
 - Fines Collection: 60% of collected fines to be retained by the Administrator for managing enforcement and payment of legal counsel.
4. **Legal and Regulatory Compliance**
 - The Administrator will ensure all services are provided in compliance with applicable laws and regulations.
5. **Term and Termination**
 - Duration of the agreement and conditions under which either party may terminate the contract.
6. **Confidentiality and Data Protection**
 - Obligations to protect confidential information and comply with data protection laws.
7. **Dispute Resolution**
 - Mechanisms for resolving any disputes that may arise under the agreement.
 - Any additional terms such as governing law, amendments, and notices.

Please note that this term sheet is a preliminary outline and not a legally binding document. It is intended to serve as a basis for further negotiation and drafting of a definitive agreement.

Respectfully,

Thomas R. Darnell

Thomas R. Darnell
CEO
Community Solutions Partner, LLC



155 F Road Loxahatchee Groves, FL 33470

TO: Mayor and Councilmembers

FROM: Francine Ramaglia, Town Manager

DATE: August 6, 2024

SUBJECT: Discussion on Social Media Policy for Elected Officials

Background:

The purpose of the proposed Social Media Policy for Elected Officials is to govern the use of social media by elected officials, both in personal and official capacities. It emphasizes maintaining public confidence, adhering to legal requirements, and promoting respectful and constructive communication.

Included is a draft resolution and policy for your review and consideration.

Recommendation:

Provide staff with direction on this item.

Town of Loxahatchee Groves Social Media Policy for Elected Officials

This Social Media Policy for Elected Officials (the “Policy”) governs the use of all social media by elected 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 use social media or other internet-based platforms.

Policy

It is the policy of the Town Council that each member of the Town Council 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 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 is using a personal social media account or official Town account, elected officials should be mindful of the impact their social media use may have on the public’s perception of the Town. Elected officials should also ensure any posted content complies with applicable federal, state, and local laws.

- B. Accordingly, elected 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 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 in a manner that would violate the Florida Sunshine Law. This includes commenting or replying to posts of another elected official 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. When creating personal accounts, elected 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.
 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 account constitutes an "official" rather than "personal" account, thereby exposing the elected 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 communicate using an official Town account, elected 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.

RESOLUTION NO. 2024-__**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A SOCIAL MEDIA POLICY FOR ELECTED 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 in their use of social media; and

WHEREAS, Town Council desires to adopt a policy regarding the use of social media by elected 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, 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, COUNCIL MEMBER ☐ ☐ ☐

LAURA DANOWSKI, COUNCIL MEMBER ☐ ☐ ☐

PHILLIS MANIGLIA, COUNCIL MEMBER ☐ ☐ ☐

**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 Robert Shorr

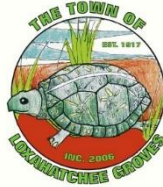
Office of the Town Attorney

Councilmember Laura Danowski

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: Craig Lower, Public Works Superintendent
DATE: August 6, 2024
SUBJECT: Discussion on Public Works FY 25 Maintenance Plan

Background:

The Public Works FY 25 Maintenance Plan is a preliminary approach to the scope of work outlined in the presentation.

Recommendation:

For discussion purposes.

Fiscal Year 2025 Maintenance Plan Presentation



The Public Works Department has exciting plans to share regarding what is in store for FY25!

The plan we have put in place for FY25 is designed to enhance the towns infrastructure, ensure safety, and improve the overall quality of life for our residents.

Road Maintenance

The Public Works Department has exciting plans to share regarding what is in store for FY25!

- ❖ We plan to pave the remainder of South A Rd. and Collecting Canal Rd. along with the roads that were not completed in the FY23 paving plan.
- ❖ The objective is to improve the current conditions and the functionality of the towns roads.
- ❖ We urge residents to report any deficiencies found within the town via <https://loxahatcheegrovesfl.gov/RequestTracker.aspx>. Or by navigating to the "residents" tab and clicking on "submit a question or request" You can report things like; potholes, drainage/culvert issues, down/missing signage and road grading issues. The field staff will do their best to get all issues repaired in a timely manner and based on priority.
- ❖ Office staff has recently updated the grading schedule which will be presented to you on the following slides. The field staff intends to follow it as it is written to ensure the maintenance of the dirt roads remain well kept, however, the schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated workload are subject to change without notice.

Create a Website Account - Manage notification subscriptions, save form progress and more.

Website Sign In

THE TOWN OF
LOXAHATCHEE
GROVES

GOVERNMENTRESIDENTSBUSINESSDEPARTMENTSVISITORSHOW DO I...

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Sign Up For +

Find +

Calendar

Solid Waste Collection and Recycling Services

[Home](#) > Residents

Residents

Community

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Solid Waste Collection and Recycling Services

Click here!

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[Residents | Loxahatchee Groves, FL \(loxahatcheegrovesfl.gov\)](https://loxahatcheegrovesfl.gov/Residents)

414

January 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	31 GRADING ZONE 1 ROADS BI-WEEKLY	1 New Year's Day	2 GRADING ZONE 3 ROADS MONTHLY	3 GRADING ZONE 1 ROADS BI-WEEKLY	4
5	6	7 GRADING ZONE 1 ROADS BI-WEEKLY	8 GRADING ZONE 2 ROADS WEEKLY	9 GRADING ZONE 4 ROADS MONTHLY	10 GRADING ZONE 1 ROADS BI-WEEKLY	11
12	13	14 GRADING ZONE 1 ROADS BI-WEEKLY	15 GRADING ZONE 2 ROADS WEEKLY	16 GRADING ZONE 5 ROADS MONTHLY	17 GRADING ZONE 1 ROADS BI-WEEKLY	18
19	20 Martin Luther King, Jr. Day	21 GRADING ZONE 1 ROADS BI-WEEKLY	22 GRADING ZONE 2 ROADS WEEKLY	23 GRADING ZONE 6 ROADS MONTHLY	24 GRADING ZONE 1 ROADS BI-WEEKLY	25
26	27	28 GRADING ZONE 1 ROADS BI-WEEKLY	29 GRADING ZONE 2 ROADS WEEKLY	30 MAKE UP DAY	31 GRADING ZONE 1 ROADS BI-WEEKLY	1
2	3	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				
1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsum TOTAL 5.16 Miles						
2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51						
3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles						
4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles						
5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles						
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles						

February 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28 GRADING ZONE 1 ROADS BI-WEEKLY	29 GRADING ZONE 2 ROADS WEEKLY	30 MAKE UP DAY	31 GRADING ZONE 1 ROADS BI-WEEKLY	1
2	3	4 GRADING ZONE 1 ROADS BI-WEEKLY	5 GRADING ZONE 2 ROADS WEEKLY	6 GRADING ZONE 3 ROADS MONTHLY	7 GRADING ZONE 1 ROADS BI-WEEKLY	8
9	10	11 GRADING ZONE 1 ROADS BI-WEEKLY	12 GRADING ZONE 2 ROADS WEEKLY	13 GRADING ZONE 4 ROADS MONTHLY	14 GRADING ZONE 1 ROADS BI-WEEKLY	15
16	17 Presidents Day	18 GRADING ZONE 1 ROADS BI-WEEKLY	19 GRADING ZONE 2 ROADS WEEKLY	20 GRADING ZONE 5 ROADS MONTHLY	21 GRADING ZONE 1 ROADS BI-WEEKLY	22
23	24	25 GRADING ZONE 1 ROADS BI-WEEKLY	26 GRADING ZONE 2 ROADS WEEKLY	27 GRADING ZONE 6 ROADS MONTHLY	28 GRADING ZONE 1 ROADS BI-WEEKLY	1
2	3	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				
1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsum TOTAL 5.16 Miles						
2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51						
3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles						
4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles						
5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles						
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles						

March 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
23	24	25 GRADING ZONE 1 ROADS BI-WEEKLY	26 GRADING ZONE 2 ROADS WEEKLY	27 GRADING ZONE 6 ROADS MONTHLY	28 GRADING ZONE 1 ROADS BI-WEEKLY	1
2	3	4 GRADING ZONE 1 ROADS BI-WEEKLY	5 GRADING ZONE 2 ROADS WEEKLY	6 GRADING ZONE 3 ROADS MONTHLY	7 GRADING ZONE 1 ROADS BI-WEEKLY	8
9	10	11 GRADING ZONE 1 ROADS BI-WEEKLY	12 GRADING ZONE 2 ROADS WEEKLY	13 GRADING ZONE 4 ROADS MONTHLY	14 GRADING ZONE 1 ROADS BI-WEEKLY	15
16	17	18 GRADING ZONE 1 ROADS BI-WEEKLY	19 GRADING ZONE 2 ROADS WEEKLY	20 GRADING ZONE 5 ROADS MONTHLY	21 GRADING ZONE 1 ROADS BI-WEEKLY	22
23	24	25 GRADING ZONE 1 ROADS BI-WEEKLY	26 GRADING ZONE 2 ROADS WEEKLY	27 GRADING ZONE 6 ROADS MONTHLY	28 GRADING ZONE 1 ROADS BI-WEEKLY	29
30	31	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				
1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles						
2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51						
3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles						
4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles						
5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles						
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles						

April 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	1 GRADING ZONE 1 ROADS BI-WEEKLY	2 GRADING ZONE 2 ROADS WEEKLY	3 GRADING ZONE 3 ROADS MONTHLY	4 GRADING ZONE 1 ROADS BI-WEEKLY	5
6	7	8 GRADING ZONE 1 ROADS BI-WEEKLY	9 GRADING ZONE 2 ROADS WEEKLY	10 GRADING ZONE 4 ROADS MONTHLY	11 GRADING ZONE 1 ROADS BI-WEEKLY	12
13	14	15 GRADING ZONE 1 ROADS BI-WEEKLY	16 GRADING ZONE 2 ROADS WEEKLY	17 GRADING ZONE 5 ROADS MONTHLY	18 GRADING ZONE 1 ROADS BI-WEEKLY	19
20	21	22 GRADING ZONE 1 ROADS BI-WEEKLY	23 GRADING ZONE 2 ROADS WEEKLY	24 GRADING ZONE 6 ROADS MONTHLY	25 GRADING ZONE 1 ROADS BI-WEEKLY	26
27	28	29 GRADING ZONE 1 ROADS BI-WEEKLY	30 GRADING ZONE 2 ROADS WEEKLY	1 GRADING ZONE 3 ROADS MONTHLY	2 GRADING ZONE 1 ROADS BI-WEEKLY	3
4	5	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				
1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles						
2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51						
3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles						
4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles						
5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles						
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles						

May 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29 GRADING ZONE 1 ROADS BI-WEEKLY	30 GRADING ZONE 2 ROADS WEEKLY	1 GRADING ZONE 3 ROADS MONTHLY	2 GRADING ZONE 1 ROADS BI-WEEKLY	3
4	5	6 GRADING ZONE 1 ROADS BI-WEEKLY	7 GRADING ZONE 2 ROADS WEEKLY	8 GRADING ZONE 4 ROADS MONTHLY	9 GRADING ZONE 1 ROADS BI-WEEKLY	10
11	12	13 GRADING ZONE 1 ROADS BI-WEEKLY	14 GRADING ZONE 2 ROADS WEEKLY	15 GRADING ZONE 5 ROADS MONTHLY	16 GRADING ZONE 1 ROADS BI-WEEKLY	17
18	19	20 GRADING ZONE 1 ROADS BI-WEEKLY	21 GRADING ZONE 2 ROADS WEEKLY	22 GRADING ZONE 6 ROADS MONTHLY	23 GRADING ZONE 1 ROADS BI-WEEKLY	24
25	26 Memorial Day	27 GRADING ZONE 1 ROADS BI-WEEKLY	28 GRADING ZONE 2 ROADS WEEKLY	29 MAKE UP DAY	30 GRADING ZONE 1 ROADS BI-WEEKLY	31
1	2	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				
1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles						
2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51						
3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles						
4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles						
5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles						
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles						

June 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 GRADING ZONE 1 ROADS BI-WEEKLY	4 GRADING ZONE 2 ROADS WEEKLY	5 GRADING ZONE 3 ROADS MONTHLY	6 GRADING ZONE 1 ROADS BI-WEEKLY	7
8	9	10 GRADING ZONE 1 ROADS BI-WEEKLY	11 GRADING ZONE 2 ROADS WEEKLY	12 GRADING ZONE 4 ROADS MONTHLY	13 GRADING ZONE 1 ROADS BI-WEEKLY	14
15	16	17 GRADING ZONE 1 ROADS BI-WEEKLY	18 GRADING ZONE 2 ROADS WEEKLY	19 GRADING ZONE 5 ROADS MONTHLY	20 GRADING ZONE 1 ROADS BI-WEEKLY	21
22	23	24 GRADING ZONE 1 ROADS BI-WEEKLY	25 GRADING ZONE 2 ROADS WEEKLY	26 GRADING ZONE 6 ROADS MONTHLY	27 GRADING ZONE 1 ROADS BI-WEEKLY	28
29	30	1 GRADING ZONE 1 ROADS BI-WEEKLY	2 GRADING ZONE 2 ROADS WEEKLY	3 GRADING ZONE 3 ROADS MONTHLY	4 GRADING ZONE 1 ROADS BI-WEEKLY	5
6	7	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				
1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsum TOTAL 5.16 Miles						
2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51						
3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles						
4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles						
5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles						
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles						

July 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	1 GRADING ZONE 1 ROADS BI-WEEKLY	2 GRADING ZONE 2 ROADS WEEKLY	3 GRADING ZONE 4 ROADS MONTHLY	4 Independence Day	5
6	7	8 GRADING ZONE 1 ROADS BI-WEEKLY	9 GRADING ZONE 2 ROADS WEEKLY	10 GRADING ZONE 5 ROADS MONTHLY	11 GRADING ZONE 1 ROADS BI-WEEKLY	12
13	14	15 GRADING ZONE 1 ROADS BI-WEEKLY	16 GRADING ZONE 2 ROADS WEEKLY	17 GRADING ZONE 6 ROADS MONTHLY	18 GRADING ZONE 1 ROADS BI-WEEKLY	19
20	21	22 GRADING ZONE 1 ROADS BI-WEEKLY	23 GRADING ZONE 2 ROADS WEEKLY	24 GRADING ZONE 3 ROADS MONTHLY	25 GRADING ZONE 1 ROADS BI-WEEKLY	26
27	28	29 GRADING ZONE 1 ROADS BI-WEEKLY	30 GRADING ZONE 2 ROADS WEEKLY	31 MAKE UP DAY	1 GRADING ZONE 1 ROADS BI-WEEKLY	2
3	4	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				
1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles						
2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51						
3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles						
4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles						
5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles						
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles						

August 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29 GRADING ZONE 1 ROADS BI-WEEKLY	30 GRADING ZONE 2 ROADS WEEKLY	31 MAKE UP DAY	1 GRADING ZONE 1 ROADS BI-WEEKLY	2
3	4	5 GRADING ZONE 1 ROADS BI-WEEKLY	6 GRADING ZONE 2 ROADS WEEKLY	7 GRADING ZONE 3 ROADS MONTHLY	8 GRADING ZONE 1 ROADS BI-WEEKLY	9
10	11	12 GRADING ZONE 1 ROADS BI-WEEKLY	13 GRADING ZONE 2 ROADS WEEKLY	14 GRADING ZONE 4 ROADS MONTHLY	15 GRADING ZONE 1 ROADS BI-WEEKLY	16
17	18	19 GRADING ZONE 1 ROADS BI-WEEKLY	20 GRADING ZONE 2 ROADS WEEKLY	21 GRADING ZONE 5 ROADS MONTHLY	22 GRADING ZONE 1 ROADS BI-WEEKLY	23
24	25	26 GRADING ZONE 1 ROADS BI-WEEKLY	27 GRADING ZONE 2 ROADS WEEKLY	28 GRADING ZONE 6 ROADS MONTHLY	29 GRADING ZONE 1 ROADS BI-WEEKLY	30
31	1	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				
1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles						
2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51						
3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles						
4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles						
5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles						
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles						

September 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	1 Labor Day	2 GRADING ZONE 1 ROADS BI-WEEKLY	3 GRADING ZONE 2 ROADS WEEKLY	4 GRADING ZONE 3 ROADS MONTHLY	5 GRADING ZONE 1 ROADS BI-WEEKLY	6
7	8	9 GRADING ZONE 1 ROADS BI-WEEKLY	10 GRADING ZONE 2 ROADS WEEKLY	11 GRADING ZONE 4 ROADS MONTHLY	12 GRADING ZONE 1 ROADS BI-WEEKLY	13
14	15	16 GRADING ZONE 1 ROADS BI-WEEKLY	17 GRADING ZONE 2 ROADS WEEKLY	18 GRADING ZONE 5 ROADS MONTHLY	19 GRADING ZONE 1 ROADS BI-WEEKLY	20
21	22	23 GRADING ZONE 1 ROADS BI-WEEKLY	24 GRADING ZONE 2 ROADS WEEKLY	25 GRADING ZONE 6 ROADS MONTHLY	26 GRADING ZONE 1 ROADS BI-WEEKLY	27
28	29	30 GRADING ZONE 1 ROADS BI-WEEKLY	1 GRADING ZONE 2 ROADS WEEKLY	2 GRADING ZONE 3 ROADS MONTHLY	3 GRADING ZONE 1 ROADS BI-WEEKLY	4
5	6	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				
1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles						
2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51						
3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles						
4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles						
5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles						
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles						

October 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30 GRADING ZONE 1 ROADS BI-WEEKLY	1 GRADING ZONE 2 ROADS WEEKLY	2 GRADING ZONE 3 ROADS MONTHLY	3 GRADING ZONE 1 ROADS BI-WEEKLY	4
5	6	7 GRADING ZONE 1 ROADS BI-WEEKLY	8 GRADING ZONE 2 ROADS WEEKLY	9 GRADING ZONE 4 ROADS MONTHLY	10 GRADING ZONE 1 ROADS BI-WEEKLY	11
12	13	14 GRADING ZONE 1 ROADS BI-WEEKLY	15 GRADING ZONE 2 ROADS WEEKLY	16 GRADING ZONE 5 ROADS MONTHLY	17 GRADING ZONE 1 ROADS BI-WEEKLY	18
19	20	21 GRADING ZONE 1 ROADS BI-WEEKLY	22 GRADING ZONE 2 ROADS WEEKLY	23 GRADING ZONE 6 ROADS MONTHLY	24 GRADING ZONE 1 ROADS BI-WEEKLY	25
26	27	28 GRADING ZONE 1 ROADS BI-WEEKLY	29 GRADING ZONE 2 ROADS WEEKLY	30 MAKE UP DAY	31 GRADING ZONE 1 ROADS BI-WEEKLY	1
2	3	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				
1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles						
2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51						
3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles						
4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles						
5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles						
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles						

November 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28 GRADING ZONE 1 ROADS BI-WEEKLY	29 GRADING ZONE 2 ROADS WEEKLY	30 MAKE UP DAY	31 GRADING ZONE 1 ROADS BI-WEEKLY	1
2	3	4 GRADING ZONE 1 ROADS BI-WEEKLY	5 GRADING ZONE 2 ROADS WEEKLY	6 GRADING ZONE 3 ROADS MONTHLY	7 GRADING ZONE 1 ROADS BI-WEEKLY	8
9	10	11 Veteran's Day	12 GRADING ZONE 2 ROADS WEEKLY	13 GRADING ZONE 4 ROADS MONTHLY	14 GRADING ZONE 1 ROADS BI-WEEKLY	15
16	17	18 GRADING ZONE 1 ROADS BI-WEEKLY	19 GRADING ZONE 2 ROADS WEEKLY	20 GRADING ZONE 5 ROADS MONTHLY	21 GRADING ZONE 1 ROADS BI-WEEKLY	22
23	24 GRADING ZONE 6 ROADS MONTHLY	25 GRADING ZONE 1 ROADS BI-WEEKLY	26 GRADING ZONE 2 ROADS WEEKLY	27 Thanksgiving Day	28 Day After Thanksgiving Day	29 GRADING ZONE 1 ROADS BI-WEEKLY IF REQUIRED
30	1	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				
1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles						
2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51						
3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles						
4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles						
5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles						
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles						

December 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	1	2 GRADING ZONE 1 ROADS BI-WEEKLY	3 GRADING ZONE 2 ROADS WEEKLY	4 GRADING ZONE 3 ROADS MONTHLY	5 GRADING ZONE 1 ROADS BI-WEEKLY	6
7	8	9 GRADING ZONE 1 ROADS BI-WEEKLY	10 GRADING ZONE 2 ROADS WEEKLY	11 GRADING ZONE 4 ROADS MONTHLY	12 GRADING ZONE 1 ROADS BI-WEEKLY	13
14	15	16 GRADING ZONE 1 ROADS BI-WEEKLY	17 GRADING ZONE 2 ROADS WEEKLY	18 GRADING ZONE 5 ROADS MONTHLY	19 GRADING ZONE 1 ROADS BI-WEEKLY	20
21	22	23 GRADING ZONE 1 ROADS BI-WEEKLY	24 Christmas Eve	25 Christmas Day	26 GRADING ZONE 1 ROADS BI-WEEKLY	27
28	29	30 GRADING ZONE 1 ROADS BI-WEEKLY	31 GRADING ZONE 2 ROADS WEEKLY	1 GRADING ZONE 3 ROADS MONTHLY	2 GRADING ZONE 1 ROADS BI-WEEKLY	3
4	5	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				
1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles						
2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51						
3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles						
4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles						
5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles						
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles						

Canal Maintenance

Public Works have heard your complaints and are taking the appropriate action! The staff is diligently working on enhancing the mowing schedule which will be posted to the towns website once completed. The staff intends to follow it as it is written to ensure the maintenance of our canals, its banks and ditches are well kept.

- ❖ Regular mowing of the canals, canal banks and drainage ditches will continue, but in a more orderly fashion to prevent the overgrowth and ensure proper water flow.
- ❖ The Canal Maintenance crew is managing the overgrowth along the roadways to maintain clear visibility in attempt to prevent any obstruction.
- ❖ The Canal Maintenance crew is continuing their efforts in clearing the invasive vegetation growing within our swales and canal banks throughout the town.

Canal Bank Restoration

The Canal Bank Restoration crew will continue to repair the failing canal banks throughout the town by reinforcing them as needed.

Canal bank restoration includes but is not limited to;

- ❖ The removal of trash and debris from within our canals
- ❖ Maintaining and enhancing our canal systems
- ❖ Utilizing fabric materials like mirafi paper to reinforce the soil and prevent erosion
- ❖ Repairing roads to their original state, or better
- ❖ Repairing the damage caused to the road edges and the removal of the excessive dirt building up.

The Public Works Department has contracted Odum's SOD to assist us in laying SOD on canal banks to expediate work progress.

Culvert Repairs and Replacements

The Road Maintenance and Canal Restoration crews have successfully assessed existing drainage culvert locations throughout the town and have prioritized the culverts that need immediate attention / remediation.

The field staff will continue to evaluate and identify additional culvert needs such as;

- ❖ Installing them at the correct elevations per the standards
- ❖ Extensions, repairs and replacements.

The locations requiring immediate attention are as follows:

- Bunny Ln.
- Folsom Rd. & 25th St. N.
- Kerry Ln.
- F Rd. and Collecting Canal Rd.
- W. B Rd

Catch Basins

The Public Works Department is in the process of obtaining quotes to install catch basins throughout the town for drainage purposes.

Street Signage and Roadway Markings

The field staff plans on continuing the efforts to replace road signs throughout our town. The main priority of the Public Works Department is the safety of our residents. Staff have recently completed a sign inventory and have ordered the required signage in preparation for FY25. The following is scheduled;

- ❖ Updating and replacing the speed limit signs and revamping the road striping along Okeechobee Blvd. between Folsom Rd. and A Rd. Doing so will enhance the visibility to drivers and ensure compliance.
- ❖ Field staff will remove and replace additional signage such as stop signs, speed limit signs, R/W signs and horse crossing signs, as the budget is permitted.

In good faith effort to keep up with the high demand, the Public Works Department is entertaining the idea of implementing a best interest contract to assist us in moving forward with the work described above.

Pump Station Site Improvements

The public Works Department is working on enhancing the canal pump stations.

The plans include repairing the floor, installing ventilation, updating the current telemetry systems, installing cameras and lighting as the budget allows.

Vehicle / Equipment Maintenance

The Public Works Department is proposing to implement a best interest contract with Al's Auto Repair of Loxahatchee. This contract is set to go before council on August 6, 2024.

Implementing this contract will ensure the department has the time and available funds to proceed with other scheduled projects that the budget permits.

Upcoming Special Projects

Staff has tentative plans to completely restore Hyde Park Rd. drainage swales.

The staff also plans to develop and implement conservation plans to maintain the road and its surrounding environment.

A well-implemented conservation plan supports environmental health, promotes sustainable development, and enhances quality of life for people and wildlife alike.

The Public Works Department is also working on replacing the PBCFR Emergency Vehicle Warning Signs. Doing so will ensure the safety of all parties involved.

Equestrian Trails

The Public Works Department is looking into improving the towns Equestrian Trails and expanding them per the residents' requests.

The office staff looks forward to hearing any additional requests you may have. If you should have any implementation, please submit your requests utilizing the link below.

<https://loxahatcheegrovesfl.gov/RequestTracker.aspx>

Annual Work Plan

This presentation covers majority of the departments annual work plan. Additional tasks that are in the works are as follows:

- ❖ Livestock Waste Management
- ❖ Solid Waste Management
- ❖ Facilities Maintenance and Landscape
- ❖ Water control structure repairs
- ❖ Routine culvert inspections and cleanings
- ❖ Routine canal cleanings

Current Fiscal Year Work

Within FY24, the department has made great progress with the maintenance of the town! The staff has completed the following tasks:

- ❖ Tree removal in preparation of the FY24 road paving project
- ❖ Rebuilt and widen roads in preparation for the FY24 road paving project
- ❖ Cutbacks on exotic vegetation
- ❖ Hedging and mulching
- ❖ Reinforcement of canal banks
- ❖ Asphalt repairs
- ❖ Roadway and slope mowing on canal banks
- ❖ Canal gate maintenance

Office Staff

The office staff has worked diligently internally on the following:

- ❖ Ensuring the record keeping is up to date regarding the work that the field staff has completed such as vehicle maintenance, town maintenance, etc.
- ❖ Established strong relationships with the residents and contractors of the town to ensure effective communication
- ❖ Negotiated contracts with vendors
- ❖ Auctioning of surplus equipment through Royal Auction Group
- ❖ Future equipment purchases based off state and local government contracts
- ❖ Uncovering and organizing the records of the history of the Loxahatchee Groves Water Control District

Public Works Contact Information

If you would like to contact us with any questions or concerns, please do so!

Rgallant@loxahatcheegrovesfl.gov - Director

(561) - 277 -2151

Clower@loxahatcheegrovesfl.gov - Superintendent

(561) - 807 - 6673

Lcollegio@loxahatcheegrovesfl.gov - Coordinator

(561) 807 - 6671

Contract information can also be found on the town's website www.loxahatcheegrovesfl.gov. Navigate to Departments → Public Works → Staff Directory.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: August 6, 2024

SUBJECT: Updates, Items of Interest and Future Agenda Items

Proposed Upcoming Meeting/Events Schedule:

<u>Regular Council (6 PM)</u>	<u>Budget Workshops (6 PM)</u>	<u>Committees (6 PM)</u>	<u>Magistrate (9 AM)</u>
September 3 – 1 st Budget Hearing	August 13	August 12 – ULDC	August 21
September 18 – 2 nd Budget Hearing	August 20	August 14 – FAAC	September 2* Due to holiday reschedule TBD
October 1	August 22 (if needed)	August 26 – Agritourism	September 18
November 5		August 29 – PZB	October 7
December 3			October 16
			November 4
			November 20
			December 2
			December 18

- August 3, 2024 at 9:00 a.m to 11:00 a.m. – Backpack Drive Event at Town Hall

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 7th memo:

- Potential Applications:
 - 15211 Okeechobee Boulevard – Daycare
 - 14048 Okeechobee Boulevard – TLC
- Other Matters:
 - Receiver sites
 - Conservation easements
- Committee Assignments:



155 F Road Loxahatchee Groves, FL 33470

Church expansion (community)

Sign Code

Big Dog Ranch – Sanctuary/Site Plan Amendment

Agritourism recommendations

- Potential Site Plan Amendments:
Brightview

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 3, 2024	<p>Piggybacks:</p> <ul style="list-style-type: none"> – Murray/Logan (dredging) – Hinterland (Culvert Clearing) – Johnson Davis Contract and work authorization for culvert at 24th & F and for continuing rip/rap work – Red Speed for school zones (traffic calming) <p>Best Interest Contracts:</p> <ul style="list-style-type: none"> – Aggregates (Road Materials) – Best Interest Contract for Vacant Property & Foreclosure Registration with Community Solutions – Valcan Signs <ul style="list-style-type: none"> – Gas Tax map adjustments including Hopkins request – List of Pre-approved Easements for FY 2025 Paving Plan – Acceptance of Easements (including Brian McNeil) – Annual District Landowners’ meeting – Resolution on Public Records Request Policy & F.S. Ch. 119 – Resolution on Social Media for Elected Officials Policy – Discussion – FDA/Culvert Policy Revisions – Adoption of FY 2025 Meeting Calendar – Consideration of Proclamations – Conveyance of County ROW at Intersection of E and Okeechobee – Update to the Fee Schedule / Reimbursement of Permit Fees – Reduction of Permit Fees for Use of Private Providers – 1st Budget Hearing – 1st Reading – FY 2025 CIP – 1st Reading – Travel Policy – 1st Reading – Civil Citation and other code enforcement items. – 2nd Reading – Ex Parte Communications – 2nd Reading – RV Ordinance
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Town of
LOXAHATCHEE GROVES

Item 23.

155 F Road Loxahatchee Groves, FL 33470

September 18, 2024	<ul style="list-style-type: none"> – Discussion of LPR/Camera Program Policy – Discussion of Tree Removal/Land Clearing (Section 87) and current Tree Mitigations in progress for Development – Discussion of Livestock Waste/BMPs/Hauler Franchise – 2nd Budget Hearing – 1st Reading Qualifying Dates – 2nd Reading – FY 2025 CIP
October 1, 2024	<ul style="list-style-type: none"> – Presentation on PBSO Behavioral Services Program – Discussion of Special Events/Special Uses – Discussion of Townwide Traffic & Road Standards – Discussion of Non-Conformities & Unrecorded Plats – Presentation on Sunshine Law, Public Records Law & Ethics Law by Torcivia, Donlon, Goddeau & Rubin PA – Resolution Adopting of FY 2025 Special Events & Calendar – 1st Reading – FDA/Culvert Policy Revisions – 1st Reading – Tree Removal/Land Clearing (Section 87) – 1st Reading – Livestock Waste/BMPs – 1st Reading – Deletion of Historical Legacy and Vest Rights (Jim/TA) – 2nd Reading – Qualifying Dates – 2nd Reading – Civil Citation and other code enforcement items. – 2nd Reading – Travel Policy
November 5, 2024	<ul style="list-style-type: none"> – Traffic InterLocal with Palm Beach County (if possible) – Discussion on Agritourism Committee recommendations – 1st Reading – Non-Conformities & Unrecorded Plats – 1st Reading – Special Events/Special Uses – 1st Reading – Townwide Traffic & Road Standards – 2nd Reading – Agritourism – 2nd Reading – Tree Removal/Land Clearing (Section 87) – 2nd Reading – Livestock Waste/BMPs – 2nd Reading – Townwide Traffic & Road Standards – 2nd Reading – FDA/Culvert Policy Revisions – 2nd Reading – Deletion of Historical Legacy and Vest Rights (Jim/TA) –
December 3, 2024	<ul style="list-style-type: none"> – Award of turnkey ITB for Roads – Award of Culverts /Catch Basins / Drainage – 1st Reading – Agritourism – 2nd Reading – Special Events/Special Uses – 2nd Reading – Non-Conformities & Unrecorded Plats – 2nd Reading – Townwide Traffic & Road Standards



Town of
LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

January 7, 2025	– 2 nd Reading - Agritourism
Future	<ul style="list-style-type: none">– Use of Logo Policy– Discussion of Certificate of Use– Discussion of Assessment Methodology

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.