

Cash Disbursement Report

October 1, 2025 - June 30, 2026

Vendor	Over \$25k Paid	Procurement Method
Coastal Waste & Recycling	\$ 459,313.79	Provides solid waste and recycling collection services
Huurr Homes, LLC	\$ 264,009.67	Culvert Construction Services
Palm Beach Aggregates, LLC	\$ 242,938.82	Supplied materials such as rocks for road maintenance.
Florida Blue	\$ 217,131.73	Town Employee Health Insurance
Florida Division of Retirement (FRS)	\$ 166,521.45	Town Employee Retirement
DS Eakins	\$ 132,252.50	Public Works Projects
John Deere Financial / Deere Credit, Inc.	\$ 126,767.60	Loan Payment
Keshavarz & Associates	\$ 124,758.87	Serves as the town's engineer, providing civil engineering services
PBSO(Palm Beach Sheriffs Office)	\$ 115,946.03	Offers law enforcement services to the town.
Santander Bank N A	\$ 90,476.68	Capital Leases
Projected Point, Inc	\$ 77,400.00	Accounting, budgeting and finance services.
Morgan Stanley	\$ 35,000.00	Town Manager Retirement
Odums Sod, Inc.	\$ 64,822.50	Sod Supplier
Geoffrey B Sluggett & Associates Inc	\$ 52,500.00	Lobbying Services
Hy-Byrd Inc	\$ 46,900.00	Building Services
Treasure Coast Planning Council	\$ 45,000.00	Outsourced for Southern Boulevard corridor study
Ronald L. Book, P.A.	\$ 43,333.28	Lobbying Services
Kelly Tractor Company	\$ 43,088.00	Utility Equipment Company
Caballero Fierman Llerena Garcia, LLP	\$ 42,500.00	Town Auditors
Complete Cities Planning Group, LLC	\$ 41,965.20	Outsourced Planning Consult
Palmdale Oil Company Inc	\$ 35,125.96	Fuel Company
Al's Auto Repair	\$ 33,816.20	Auto Repair Services
Node0 IT LLC	\$ 30,977.26	IT Services
James Colvin	\$ 30,935.00	Tree mitigation Refund
Engenuity Group, Inc.	\$ 26,335.00	Handles canal, road, and drainage design projects.
		Competitive bid
		Competitive bid
		Best Interest
		Insurance Broker
		Sole Source
		Piggy back
		Coop Florida
		CCNA
		Sole Source
		Coop piggy back
		Professional Services/Council Approval
		Contract Agreement
		Piggy back
		Professional Services/Council Approval
		Professional Services/Council Approval
		Intergovernmental
		Professional Services/Council Approval
		Coop piggy back
		Competitive bid
		Competitive bid
		Best Interest
		Best Interest
		Professional Services/Council Approval
		NA
		CCNA

	Over \$10k Paid	
Kiel Tree Service, Inc.	\$ 24,650	
Debris Dog Inc	\$ 22,000	
Bulkeley Consulting LLC	\$ 20,000	Outsourced Consulting Company
PBC Supervisor of Elections	\$ 19,036	
NexusView, LLC	\$ 18,500	
Superior Drainage Products, Inc.	\$ 17,078	
OrangeClean Services	\$ 16,922	
CGP Agency, LLC	\$ 16,800	
Civic Plus	\$ 14,826	
VERIZON	\$ 14,489	
E. Gomez Construction	\$ 14,350	
Florida Coast Equipment	\$ 13,251	
Florida Municipal Insurance Trust (FMlVT)	\$ 13,152	
Florida Department of Business & Professional Regulation	\$ 13,125	
Aquatic Vegetation Control Inc	\$ 13,090	
Government Finance Tutoring, LLC	\$ 12,250	
J Morton Planning and Landscape Architecture	\$ 11,875	
Davis & Associates, PA	\$ 11,566	
Humana	\$ 11,382	
Blackbaud, Inc	\$ 11,227	
Ranger Construction Industries, Inc.	\$ 10,686	

NOTES FROM MARCH 17, 2026 TOWN COUNCIL WORKSHOP

DISCUSSION ON RECREATIONAL VEHICLE PROGRAM/ORD 2024-07

- In order to provide rental “space”, property must have a permitted, homesteaded residential structure.
- Comply with same setback as residential structures
- Consider reduction of total allowed rental spaces to a maximum of 2 regardless of parcel size
 - Less than 2 - 1 RV rental space
 - Greater than 2 - 2 RV rental spaces
- Maximum rental period, 6 months
- If bona fide agriculture use on parcel, may have ONE caretaker/grooms quarter RV use (annually) with a majority (defined as 80% of acreage or greater) of parcel designated AG classified. If meets criteria, MUST have a permitted septic and electrical.

LANDOWNER FORM

- How many acres
- How many rental spaces
- Property classification per PBC property appraiser
- Dates rental spaces available
- How is waste water handled (permitted septic/pump out)
- Permitted electric only
- \$50/rental space
- A true and accurate statement notarized

No RV's on vacant land (exception as above for AG classified parcel)

LIEN MITIGATION AND FORECLOSURE STANDSTILL AGREEMENT

This **LIEN MITIGATION AND FORECLOSURE STANDSTILL AGREEMENT** (this “**Agreement**”) is entered into as of July ____, 2026 (the “**Effective Date**”), by and between **LANTANA HOLDINGS, LLC**, a Florida limited liability company, whose address is 100 N. Federal Highway, Suite 400, Hallandale Beach, Florida 33009 (“**Owner**”), and the **TOWN OF LOXAHATCHEE GROVES**, a Florida municipal corporation, whose address is 155 F Road, Loxahatchee Groves, Florida 33470 (“**Town**”). Owner and Town may be referred to individually as a **Party** and collectively as the **Parties**.

RECITALS

WHEREAS, Owner is the fee simple owner of certain real property located at 16169 Southern Boulevard, Loxahatchee Groves, Florida 33470, identified by the Palm Beach County Property Appraiser as Parcel Control Number 41-40-43-36-00-000-1020, as more particularly described on **Exhibit “A”** attached hereto (the “**Property**”); and

WHEREAS, The Town has identified certain alleged or outstanding code enforcement violations affecting the Property in Code Enforcement Case Numbers 23010003 and 23010006 (collectively, the “**Code Enforcement Cases**”); and

WHEREAS, By Notice of Request for Authorization of Foreclosure dated February 13, 2026, the Town advised Owner that liens associated with the Code Enforcement Cases had accrued in the amount of \$489,500.00 and continued to accrue at the rate of \$250.00 per day until full compliance is achieved; and

WHEREAS, The Town’s Code Enforcement Special Magistrate authorized the Town to move forward with foreclose of the liens associated with the Code Enforcement Cases at the March 2, 2026 Special Magistrate hearing; and

WHEREAS, The Parties desire to resolve the immediate foreclosure issue, establish the amount to be paid by Owner toward the outstanding liens, and allow Owner a necessary and reasonable period of time to bring the Property into compliance with respect to all outstanding code enforcement violations; and

WHEREAS, The Parties acknowledge that the amount payable under this Agreement shall equal twenty-five percent (25%) of the outstanding liens associated with the Code Enforcement Cases, which the Parties understand to be the maximum amount of reduction or mitigation that the Code Enforcement Special Magistrate can authorize once the Property is in compliance; and

WHEREAS, The Parties enter into this Agreement to memorialize their mutual obligations and understandings.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Owner and Town hereby agrees as follows:

1. **Recitals Incorporated.** The recitals set forth above are true and correct and are incorporated into this Agreement as material terms.
2. **Lien Payment Amount.** Owner shall pay to the Town an amount equal to twenty-five percent (25%) of the total outstanding lien balance associated with the Code Enforcement Cases as of July 7, 2026 (the “**Settlement Payment**”). The outstanding lien amount for the Code Enforcement Cases as of July 7, 2026 is \$545,250.00. Twenty-five percent (25%) of \$545,250.00 equals a total Settlement Payment of \$136,312.50.
3. **Payment Timing and Method.** Owner shall deliver the Settlement Payment to the Town within fourteen (14) business days after the later of: (a) the Effective Date; or (b) the Town’s written confirmation of the total outstanding lien balance to be used for calculating the Settlement Payment. Payment shall be made by check, wire transfer, or other available funds acceptable to the Town. The Town shall provide written payment instructions to Owner.
4. **Application of Payment.** The Town shall apply the Settlement Payment solely to the outstanding liens associated with Code Enforcement Case Numbers 23010003 and 23010006. The Settlement Payment shall be treated as a non-refundable partial payment of the outstanding amount due and shall be credited in full against the ultimate lien amount due, as such may be finally determined through the Town’s lien reduction process as more particularly set forth in Article II of Chapter 14 of the Code of Ordinances of the Town of Loxahatchee Groves, subject to Owner’s continuing compliance obligations under this Agreement.
5. **Foreclosure Standstill.** In consideration of Owner’s agreement to make the Settlement Payment and diligently pursue compliance, the Town shall not initiate, authorize, file, prosecute, or otherwise proceed with foreclosure proceedings against the Property based on the liens associated with the Code Enforcement Cases, provided that Owner is not in default under this Agreement.
6. **Withdrawal or Continuance of Foreclosure Authorization Request.** To the extent the Town’s request for authorization to foreclose the liens associated with the Code Enforcement Cases remains pending before the Code Enforcement Special

Magistrate, the Town shall either withdraw the request or request that it be continued, stayed, or held in abeyance for so long as Owner is not in default under this Agreement.

7. **Reasonable Time to Achieve Compliance.** The Town shall allow Owner the necessary and reasonable amount of time to bring the Property into compliance with respect to all outstanding code enforcement violations affecting the Property, including the violations associated with the Code Enforcement Cases. The Parties shall cooperate in good faith to establish a reasonable compliance schedule based on the nature of the required corrective work, permitting requirements, contractor availability, governmental review timelines, weather conditions, and other circumstances reasonably affecting Owner's ability to complete the work. The Town hereby acknowledges that the former tenant (F.E.R.P Holding LLC) was evicted from the Property by the Palm Beach County Sheriff's office on June 4, 2026; therefore, the Property is now in compliance with respect to Code Enforcement Case Number 23010003, related to prohibited use of the Property, as of June 4, 2026. The Town further acknowledges that Code Enforcement Case Number 23010006, related to tree mitigation issues, shall be deemed to be in compliance once a bond is in place for the tree mitigation amount (to be determined), or once compliance is achieved by other means satisfactory to the Town (i.e. payment into the Town's tree mitigation fund). The Owner shall have one hundred eighty (180) days from the date that Code Enforcement Case Number 23010006 is deemed compliant by the Town to file for a lien reduction hearing before the Town's Code Enforcement Special Magistrate. If the Special Magistrate provides for a lien reduction, Owner shall pay any reduced and outstanding lien amount for the Code Enforcement Cases by the deadline mandated by the Special Magistrate. If the Special Magistrate refuses to grant a lien reduction, Owner shall be provided an additional one hundred eighty (180) days from the date of the Special Magistrate hearing to pay the outstanding lien amount related to the Code Enforcement Cases.

8. **No Additional Foreclosure Based on Existing Violations During Compliance Period.** During the compliance period established under this Agreement, and provided Owner is not in default, the Town shall not pursue foreclosure of the Property based on the liens associated with the Code Enforcement Cases or based on the same outstanding violations identified as of the Effective Date.

9. **Confirmation of Compliance and Lien Resolution.** Upon Owner's completion of the corrective actions required to bring the Property into compliance and payment of the Settlement Payment, the Town shall promptly: (a) inspect the Property; (b) issue written confirmation of compliance if compliance has been achieved; and (c) execute and record, or authorize the recording of, any satisfaction, release, reduction, mitigation order, or other instrument reasonably necessary to evidence resolution of the liens associated with the Code Enforcement Cases in accordance with this Agreement.

10. Authority. Each person signing this Agreement represents and warrants that he or she has full authority to execute and deliver this Agreement on behalf of the Party for whom he or she signs, and that this Agreement constitutes a binding obligation of that Party upon execution by both Parties.

11. Notices. All notices required or permitted under this Agreement shall be in writing and shall be delivered by hand delivery, certified mail, nationally recognized overnight courier, or email with confirmation of transmission to the addresses below, or to such other address as a Party may designate by written notice.

If to Owner:

Lantana Holdings, LLC
100 N. Federal Highway, Suite 400
Hallandale Beach, Florida 33009
Attn: Moises Benzaquen
Email: moshe@accessopartners.com

With a copy to:

Dwayne L. Dickerson, Esq.
Miskel Backman LLP
5550 Glades Road, Suite 620
Boca Raton, Florida 33431
Email: ddickerson@miskelbackman.com

If to Town:

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470
Attn: Town Attorney
Email: jkurtz@loxahatcheegrovesfl.gov

12. No Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom enforcement is sought. No waiver of any breach shall be deemed a waiver of any other or subsequent breach.

13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter of this Agreement and supersedes all prior or contemporaneous negotiations, discussions, understandings, and agreements regarding that subject matter.

14. **Amendments.** This Agreement may be amended only by a written instrument executed by both Parties.

15. **Successors and Assigns.** This Agreement shall constitute covenants running with the land, benefiting and burdening the Property and shall be binding on any future owner with respect to the Property or any portions thereof and any person or entity acquiring any interest in the Property. This Agreement shall inure to the benefit of the Owner's legal representatives, successors and assigns.

16. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall lie exclusively in the state courts of competent jurisdiction in Palm Beach County, Florida.

17. **Attorneys' Fees.** In any action or proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, paralegal fees, expert fees, court costs, and litigation expenses from the non-prevailing party, including fees and costs incurred at trial, on appeal, and in any bankruptcy or enforcement proceeding.

18. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

19. **Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures delivered electronically or by PDF shall be deemed original signatures for all purposes.

20. **Effective Date.** This Agreement shall become effective on the date it has been executed by both Parties and any required Town approval has been obtained.

[Reminder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Owner

LANTANA HOLDINGS, LLC,
a Florida limited liability company

By: _____

Name: _____

Title: _____

Date: _____

Town

TOWN OF LOXAHATCHEE GROVES,
a Florida municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and legal sufficiency:

By: _____

Town Attorney

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 100 FEET OF THAT PART OF THE EAST 1/4 OF SAID SECTION 36, LYING NORTH OF THE OLD RIGHT OF WAY FOR STATE ROAD 80, AS SHOWN ON THE STATE ROAD DEPT. RIGHT OF WAY MAP FOR SECTION 9312-201, DATED 1949 A.D., LESS THE EAST 435.6 FEET THEREOF. ALSO, LESS THE ADDITIONAL RIGHTS OF WAY FOR NEW STATE ROAD 80, RECORDED IN OFFICIAL RECORDS BOOK 4969, PAGES 1528 THROUGH 1530, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID ADDITIONAL RIGHT OF WAY ALSO SHOWN ON STATE ROAD DEPT. NEW RIGHT OF WAY MAP FOR SECTION 93120-2515.



Question with regard to Coastal Pricing

From Jeff Kurtz <townattorney@loxahatcheegrovesfl.gov>

Date Tue 7/7/2026 1:20 PM

To Town Council - Agenda Distribution <TownCouncil-AgendaDistribution@loxahatcheegrovesfl.gov>

Cc Maylee De Jesus <mdejesus@loxahatcheegrovesfl.gov>; Kenthia White
<legalassistant@loxahatcheegrovesfl.gov>

Mayor and Council,

At the agenda review meeting, the Mayor asked why pricing for Coastal was anticipated to be \$22.66 (plus a potential adjustment) rather than the 19.50 contemplated in the authorizing resolution. The reason for the change is that the \$19.50 was based on a bid associated with the 6 CY of vegetative waste option in area 3. However, that option was not selected so the only award for service in area 3 was 12 CY at \$22.66 per month.

I do not believe at the time of the Council's original authorizing resolution the award had been made, which is why the bid price of \$19.50 was referenced.

In order to "piggyback" there has to be an awarded contract to base the pricing and services on, which is why we in discussions with Coastal based on the \$22.66 price. Since the pricing is different than was referenced in the original authorizing resolution, the ultimate contract will have to be brought back to Council for approval.

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

Respectfully,

Jeff

Jeffrey S. Kurtz, Esq.
Town Attorney
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470
Phone: 561-793-2418
Cell: 561-307-5253

www.loxahatcheegrovesfl.gov





Via Email

July 2, 2026

Honorable Mayor, Vice Mayor, and Town Council
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470

**LETTER OF INTEREST TO SERVE AS TOWN ATTORNEY
FOR THE TOWN OF LOXAHATCHEE GROVE, FLORIDA**

Dear Mayor, Vice Mayor, and Town Council:

I am pleased to submit this letter of interest on behalf of TG Law to serve as Town Attorney for the Town of Loxahatchee Groves. We would be honored to have an opportunity to serve the Mayor, Town Council, Town Manager, Town Staff, and residents of Loxahatchee Groves. TG Law is committed to providing high-quality legal services to our clients in the areas of municipal law, land use and zoning, labor and employment, union negotiations, code enforcement, police, fire, aviation, and contract law. We are uniquely qualified as a firm to serve as the Town Attorney with our extensive experience working for Florida local governments as attorneys and government administrators.

As Town Attorney, in addition to the above areas of law, TG Law would provide experienced legal advice in a timely and efficient manner in the areas of public governance (including parliamentary procedure/Robert's Rules of Order), public records, Sunshine Law, environmental law, municipal procurement and contracts, real estate transactions, inter-local agreements, grants, public-private partnerships, state and federal funding for special projects (including the Davis- Bacon Act, NEPA, DBE, and Federal Transit Administration funding requirements), and civil litigation. Additionally, our firm has significant experience advising municipal clients on quasi-judicial proceedings, compliance with ethics laws, the provision of public safety services, and issues related to growth management and economic development, which aligns directly with the needs of the Town of Loxahatchee Groves.

TG Law's core focus is in municipal law, land use and zoning, and civil litigation; as such, we provide expert legal advice to elected and appointed officials, boards, commissions, and employees on a variety of matters, whether in public meetings or in addressing daily legal issues. We pride ourselves on establishing and maintaining professional and efficient working relationships with each entity's officials and employees.

TG Law PLLC

515 N. Flagler Drive, Suite 350, West Palm Beach, Florida 33401
100 E. Pine Street, Suite 110, Orlando, Florida 32801
Phone: (561) 370-7360 | Fax: (855) 514-2822 | tgjustice.com

TG Law attorneys regularly conduct training sessions and presentations on public records, Sunshine Law, and public governance. In addition, TG Law's attorneys can ensure that Robert's Rules of Order are followed in public meetings and provide general guidance on best practices and legal compliance for public meetings.

At TG Law, we understand that local governments require the same level of high quality, professional legal representation that corporations do. Our team is uniquely qualified to understand the important and time sensitive needs of Florida governments, and is skilled at working with both elected officials and staff. Not only does our team have experience serving as counsel (Town Attorney, County Attorney, and General Counsel) for Florida local governments, our attorneys have served as leaders of Florida local governments as city manager, assistant city manager, and director of a Community Redevelopment Agency.

TG Law is committed to making every effort to collaborate with all parties to use creative problem-solving to find effective alternative solutions in order to avoid costly litigation. However, our attorneys have extensive and comprehensive civil litigation and appellate backgrounds, and we can and will skillfully and aggressively litigate on behalf of the Town of Loxahatchee Groves if required, when counsel is not provided by the Town's insurers or outside counsel is not engaged.

TG Law was founded in 2020 with a core focus on local government and civil litigation. Our approach as Town Attorney for Loxahatchee Groves will be to provide full-service, specialized legal services in a cost-effective manner in collaboration with existing in-house staff. While I will serve as the primary counsel for the Town, we take a team approach to providing legal services. Our team approach ensures that we provide the most efficient and timely services to you. The Town will have seven-day-a-week access to our attorneys via cell phone, text message, and email because we understand the responsibilities of local government, especially those tasked with the provision of public safety services, never stop. We are committed to providing prompt responses and solutions to all of the Town's legal needs. With offices in West Palm Beach and Orlando, we are fully prepared to meet the Town's needs with a combination of in-person and virtual services, ensuring accessibility and responsiveness.

TG Law is sensitive to the costs involved in hiring a law firm to serve as Town Attorney. We propose a monthly non-refundable retainer of \$18,900.00 for Town Attorney services, with limited exclusions for litigation and appellate work, code compliance matters that may be charged to the violator, collective bargaining, real estate transactions, eminent domain, and cost recovery charged to applicants for development approvals. All excluded services and monthly services above the non-refundable retainer are billed at an hourly rate of \$290.00 for attorney services.

We would be honored to be selected to serve as Town Attorney for Loxahatchee Groves. If selected, we would be happy to closely consult with the outgoing attorney to preserve continuity of representation and ensure that the needs of the Town are seamlessly met.

If you have any questions or concerns, please do not hesitate to contact me on my cell phone at (561) 602-6222 or via email at gforcivia@tgjustice.com. Thank you.

Sincerely,

Gemma Torcivia, Esq
Managing Partner

Enclosures: TG Law PLLC Team Profiles
Proposed Engagement Letter



OFFICE LOCATION

515 N. Flagler Drive
Suite 350
West Palm Beach, Florida 33401

DIRECT PHONE

(561) 602-6222

EMAIL ADDRESS

gtorcivia@tgjustice.com

FLORIDA BAR NO.

1009366

ADMISSIONS

- The Florida Bar
- United States District Courts for the Southern, Middle and Northern Districts of Florida
- Supreme Court of the United States

Gemma Torcivia, Esq.

FOUNDER & MANAGING PARTNER

PROFESSIONAL PROFILE

Gemma Torcivia is the founding member and managing partner of TG Law. She boasts substantial government-focused experience working in both law and administration for Florida municipalities. Her profound understanding of the complex, vital operations performed by local governments makes her an outstanding asset to multiple public-sector, corporate, and non-profit clients across the State of Florida.

Prior to founding TG Law, Gemma developed extensive civil litigation expertise as a defense attorney representing a large number of municipalities, special districts, and insurers in high-stakes litigation. She has also spent over a decade providing direct strategic support to startup companies and small businesses, managing multi-million dollar corporate transactions, and navigating over \$200 million in public infrastructure construction projects.

CURRENT APPOINTMENTS & GENERAL COUNSEL ROLES

Serving as chief legal officer, agency counsel, or appointed magistrate for:

- **City & County Attorney:** City of Deltona, Town of Ocean Breeze, Okeechobee County, and Town of Juno Beach.
- **Community Redevelopment & Outside Counsel:** Belle Glade CRA, City of Belle Glade (Outside Counsel).
- **Special Magistrate Appointments:** Martin County, City of Stuart, Town of Lake Park, and Village of Indiantown.
- **Early Learning Coalitions (ELC):** General Counsel to Osceola, Polk, Alachua County, Lake, Nature Coast, Pasco & Hernando, Emerald Coast, Escambia, and Marion County ELCs.

EDUCATION

Florida International University College of Law Juris

Doctor (J.D.) | December 2016

Florida International University College of Business Master

of Business Administration (M.B.A.) | April 2012

University of Florida

Bachelor of Arts (B.A.) | August 2004

Professional Resume

LEGAL & EXECUTIVE EXPERIENCE

TG LAW, PLLC — West Palm Beach, Florida

2020—Present

Founder & Managing Partner

- Founder and managing partner of a premier civil practice firm emphasizing local government law, business/corporate matters, land use, employment law, community redevelopment agencies, administrative law, and legislative issues.
- Lead civil litigation strategies across Federal and State Trial Courts as well as administrative bodies.
- Provide legal services to a range of local governments and special districts including Okeechobee County, City of Deltona, City of Fort Meade, City of Belle Glade, Town of Juno Beach, Town of South Palm Beach, Town of Ocean Breeze, Belle Glade CRA and many of the State of Florida's Early Learning Coalitions.

ROBERTS, REYNOLDS, BEDARD & TUZZIO — West Palm Beach, Florida

2018 — 2020

Associate Attorney

- Provided vigorous defense for a variety of insurers in personal injury, first party property, governmental liability, eminent domain and construction defect cases.
- Represented a variety of governments in civil litigation including City of Boynton Beach, City of Delray Beach, Town of Palm Beach, Town of Jupiter, Town of Ocean Ridge, Pal-Mar Water Control District, and Hobe-St. Lucie Conservancy District.
- Prepared and managed insurance defense cases proceeding to trial, including developing and guiding case plans, drafting pleadings, managing discovery, conducting and defending depositions of fact and expert witnesses, attending hearings and participating in settlement negotiations.

LEGAL AID SOCIETY OF PALM BEACH COUNTY — West Palm Beach, Florida

2018

Law Clerk and Staff Attorney

- Served as the Delray Beach Courthouse based member of the Injunction Initiation team of the Domestic Violence Project and provided injunction assistance for victims of domestic violence.

HOMESTEAD COMMUNITY REDEVELOPMENT AGENCY (CRA) — Homestead, Florida

2016—2018

Executive Director

- Directed the Homestead CRA, managed five employees and a \$2.5 million annual budget.
- Managed contract negotiations and project plans for over \$75 million of capital projects.
- Negotiated a \$60 million public private partnership to develop a multi-modal transit development, including working with bond counsel on a \$30 million taxable municipal bond.
- Planned, drafted, and managed contracts for professional services including legal services, accounting services, HUD, grants management, New Market Tax Credits, landscaping and architecture services.
- Project manager for New Market Tax Credits, including securing funding and developing contracts.
- Negotiated with property owners and worked with City Attorney for property acquisition for public projects, including working on eminent domains, closings, and implement federal takings requirements.

LEGAL EXPERIENCE (CONTINUED)

CITY OF HOMESTEAD — Homestead, Florida

2011 — 2016

Economic Development Manager

- Designed the City's five-year economic development plan and built political will and community support for implementation.
- Served as a team member on \$55 million of capital projects that were completed on time and on budget.
- Drafted and presented agenda items, resolutions and ordinances for planning and zoning board meetings, historic preservation meetings and City Council meetings.
- Provided direct support to startup companies and small businesses for almost ten years, assisting small businesses to access capital, grow, and relocate.

RISE SCHOOLS — Florida City, Florida

2006 — 2010

Executive Director

- Led a college-preparatory charter school. Oversaw all day-to-day operations of a school with a \$2.4 million budget and managed forty staff members.
- Led real estate negotiations for three capital improvement projects and managed all land use issues related to the projects, including rezoning, project financing, and build out.

TEACH FOR AMERICA — Miami, Florida

2004 — 2006

High School Teacher

- Led special education students at Miami Central to an average of two years of reading growth.

PROFESSIONAL LEADERSHIP & COMMUNITY SERVICE

- The Florida Bar: Member of and former Chair of the Florida Bar state wide Advertising Committee
- Local Bar Associations: Member, Palm Beach County Bar Association (Former Chair, Solo and Small Firm Committee); Member, PBC Chapter of the Florida Association for Women Lawyers (FAWL).
- Civic Leadership: Board Member, Palm Beach County Human Rights Council; Volunteer Guardian ad Litem (multi-year commitment to public service); Member and former Treasurer, Craig S. Barnard American Inn of Court.



OFFICE LOCATION

515 N. Flagler Drive
Suite 350
West Palm Beach, FL 33401

DIRECT PHONE

(321) 624-6109

EMAIL ADDRESS

jcockcroft@brighthouse.com

FLORIDA BAR NO.

722960

CERTIFICATIONS

- Board Certified Specialist
(B.C.S.)
City, County, and Local Government
Law

ADMISSIONS

- The Florida Bar

Jennifer D. Cockcroft, Esq., B.C.S.

PARTNER

PROFESSIONAL PROFILE

Jennifer D. Cockcroft, Esq., B.C.S. is a Board Certified specialist in City, County, and Local Government Law with over 21 years of distinguished experience as municipal legal counsel. Over her celebrated career, she has served with distinction as both in-house and outside counsel for numerous Florida municipalities, bringing highly specialized legal clarity to local public boards, staff, and leadership teams.

Prior to joining TG Law, Jennifer served as the City Attorney for the City of Sebastian, Florida, and has been embedded in the legal departments of several prominent municipal administrations, including Kissimmee and Palm Bay. Her robust private practice portfolio further includes representing a diverse, multi-regional array of Florida communities. She is recognized for her thorough, collaborative approach to complex municipal contracts, land use, zoning developments, human resources, and environmental law.

SELECTED COMMUNITY & REPRESENTATIVE COUNSEL EXPERIENCE

- **Board Certified Specialty:** Deemed an expert in Local Government Law by The Florida Bar.
- **Statewide Municipal Coverage:** Represented a wide range of Florida communities, including Sebastian, Kissimmee, Palm Bay, Daytona Beach Shores, DeLand, Indian River Shores, Melbourne, Mount Dora, Oviedo, Sanford, Vero Beach, Seminole County, and Webster.
- **Institutional Engagement:** Active member of the Local Government Section of The Florida Bar (serving on the Section's Fundraising Committee) and member of the Florida Municipal Attorneys Association.

EDUCATION

University of Florida College of Law

Juris Doctor (J.D.), cum laude | 1997

University of Central Florida

Bachelor of Arts (B.A.) in Legal Studies, cum laude | 1994

Professional Resume

LEGAL & EXECUTIVE EXPERIENCE

TG LAW, PLLC — West Palm Beach, FL

2025 — Present

Attorney /Partner

- Practice focuses heavily on local government law, real estate land use and zoning, environmental issues, water law, and human resources law.
- Direct and manage active civil litigation practices in Florida State Courts.
- Provide legal services to a range of local governments and special districts including Okeechobee County, City of Deltona, City of Fort Meade, City of Belle Glade, Town of Juno Beach, Town of South Palm Beach, Town of Ocean Breeze, Belle Glade CRA and many of the State of Florida's Early Learning Coalitions.

CITY OF SEBASTIAN — Sebastian, FL

2023 — 2025

City Attorney

- Provided in-house chief legal representation, strategic counsel, and comprehensive guidance for the City Council, all advisory boards, and municipal departments.
- Served as board counsel to the City Council and all citizen advisory boards; rendered immediate legal and parliamentary advice during public sessions, and conducted code enforcement and quasi-judicial hearings.
- Drafted, reviewed, and rendered binding legal opinions on contracts, leases, development agreements, easements, municipal ordinances, resolutions, policies, liens, title opinions, and land plats.
- Supplied legal navigation on complex labor and employment matters, including collective bargaining agreements and internal personnel investigations. Coordinates specialized outside litigation counsel.

LACEY LYONS REZANKA, LLC — Melbourne, FL

2022—2023

Senior Associate

- Managed real estate land use, zoning, and title issues for private sector developers and landholders, addressing property acquisition, easements, variances, and entitlement research.
- Prepared and coordinated legal submissions to local jurisdictions, including annexation applications, development agreements, and zoning map/text amendments.
- Conducted targeted legal research and analysis on property development matters.

BLOCK & SCARPA, P.A. — Vero Beach, FL

2022

Associate Counsel

- Provided targeted municipal representation for the Town of Indian River Shores in the capacity of City Attorney.
- Acted as designated contract counsel for the City of Melbourne and City of Vero Beach, rendering legal opinions on municipal issues as needed.
- Managed real estate land use and development representation for private clients on property issues.

LEGAL EXPERIENCE (CONTINUED)

CITY OF PALM BAY — Palm Bay, FL

2019 — 2022

Deputy City Attorney

- Delivered high-level in-house legal representation for all municipal departments, citizen advisory boards, and City Council.
- Researched and drafted legal opinions, contracts, bonds, development agreements, easements, municipal ordinances, and resolutions. Conducted code enforcement and quasi-judicial hearings.
- Directed and guided complex internal personnel investigations and labor and employment compliance initiatives.

STENSTROM, MCINTOSH, COLBERT & WHIGHAM, P.A. — Sanford, FL

2016 — 2019

Of Counsel

- Served as outside legal counsel representing local municipal governments. Acted as designated City Attorney for the cities of Sanford, Oviedo, Daytona Beach Shores, Mount Dora, and Webster.
- Served as conflict counsel for the City of DeLand, backup Special Magistrate for Seminole County and Oviedo, and Code Enforcement Board Attorney for the City of Kissimmee.
- Handled day-to-day legal tasks, municipal litigation (foreclosures, forfeitures, nuisance abatement, quiet title), and public board representation.

CITY OF KISSIMMEE — Kissimmee, FL

2004 — 2014

Assistant City Attorney

- Served as primary in-house legal counsel to the City Commission and all citizen advisory boards.
- Drafted, reviewed, and issued legal opinions on local ordinances, land development agreements, RFPs, RFQs, joint participation agreements (JPAs), and municipal contracts.
- Conducted police internal affairs investigations and general personnel investigations to conclusion.

PROFESSIONAL AFFILIATIONS & PUBLIC SERVICE

- Florida Bar Local Government Section: Member, Section Fundraising Committee.
- Florida Municipal Attorneys Association: Active member and participant.
- Board Certified Specialist: Officially certified as an expert in City, County, and Local Government Law by the Florida Bar Board of Legal Specialization.



OFFICE LOCATION

515 N. Flagler Drive
Suite 350
West Palm Beach, Florida 33401

DIRECT PHONE

(561) 319-3091

EMAIL ADDRESS

kwatson@tgjustice.com

ADMISSIONS

- The Florida Bar

LANGUAGES

Proficient in conversational Spanish

Kate Watson

ATTORNEY

PROFESSIONAL PROFILE

Kate Watson is a Florida attorney with more than fifteen years of experience, with the last decade focused on civil litigation and appeals, including matters involving code enforcement. She has handled complex legal disputes and appellate matters, representing clients in high-stakes cases.

Before joining TG Law, Kate served as an attorney representing clients in a wide range of civil legal matters, including administrative appeals, multi-million dollar wrongful death cases, contract disputes, and general civil litigation. Her work provided extensive courtroom experience.

A third-generation Floridian, Kate earned her Bachelor of Science in English from the University of Florida and her Juris Doctor from the City University of New York School of Law. Between her undergraduate and legal studies, she taught English a Foreign Language in Madrid, Spain, and later served as a high school teacher in South Florida.

CURRENT APPOINTMENTS & GENERAL COUNSEL ROLES

Serving as chief legal officer, agency counsel, or appointed counsel for:

- **City, Town & County Attorney:** City of Deltona, Town of Ocean Breeze, Okeechobee County.
- **Community Redevelopment & Outside Counsel:** Belle Glade Community Redevelopment Agency (CRA), Outside Counsel for the City of Belle Glade.
- **Early Learning Coalitions (ELC):** General Counsel to Osceola, Polk, Lake, Nature Coast, Pasco and Hernando, Emerald Coast, and Marion County ELCs.

EDUCATION

City University of New York School of Law

Juris Doctorate | May 2011

University of Florida

Bachelor of Arts in English | 2004

PROFESSIONAL RESUME

LEGAL & EXECUTIVE EXPERIENCE

TG LAW, PLLC - West Palm Beach, Florida

2026-Present

Attorney

- Provide legal services to a range of local governments and special districts including Okeechobee County, City of Deltona, City of Fort Meade, City of Belle Glade, Town of Juno Beach, Town of South Palm Beach, Town of Ocean Breeze, Belle Glade CRA and many of the State of Florida's Early Learning Coalitions.
- Advises elected officials, governing boards, executive leadership, and public administrators on matters involving municipal governance, procurement, contracts, public records, Sunshine Law compliance, elections, administrative regulations, code enforcement, ethics, and statutory compliance.
- Drafts ordinances, resolutions, policies, administrative regulations, procurement documents, and governance materials.
- Represents governmental and quasi-governmental clients in litigation, administrative proceedings, appellate matters, and special projects requiring practical legal and operational guidance.

THE WATSON LAW, P.A. - Florida

2021-2025

Founder/Managing Partner

- Founded and managed a Florida law practice concentrating in family law, civil litigation, fiduciary disputes, appellate advocacy, and complex litigation matters.
- Managed all aspects of firm operations, including business development, client relations, budgeting, personnel management, billing, regulatory compliance, and strategic planning.
- Represented clients in circuit court, county court, and appellate proceedings throughout Florida.
- Conducted depositions, evidentiary hearings, mediations, and trials, while maintaining primary responsibility for case strategy, client counseling, and litigation management from inception through resolution.

LEGAL & EXECUTIVE EXPERIENCE (CONTINUED)

HALL, BOOTH, SMITH, P.C. — West Palm Beach, Florida 2018-2020

Associate Attorney

- Interfaced with clients and insurance adjusters; managed full case load of general liability, long term care and medical malpractice cases.
- Represented clients at hearings and trial; handled negotiations with opposing counsel; drafted motions, pleadings, and appellate briefs.
- Handled all depositions (treaters, plaintiffs, and experts) and mediations.

ADAMS, COOGLER, WATSON & MERKEL, P.A. — West Palm Beach, Florida 2016-2018

Associate Attorney

- Interfaced with clients and insurance adjusters; managed full case load of general liability and medical malpractice cases.
- Represented clients at hearings and trial; negotiated with opposing counsel; drafted motions, pleadings, and appellate briefs.

VASTOLA & KIRWAN, P.A. — Florida 2015-2016

Associate Attorney

- Generated client base through marketing and networking; created business in a new area of law for the firm.
- Provided legal assistance to a variety of clients seeking representation in family law, contract disputes, civil theft, defamation, and immigration benefits.

LEGAL AID SOCIETY OF PALM BEACH COUNTY — Florida 2012-2015

Medical Legal Partnership Project Attorney

- Provided legal services to patients of low-income clinics throughout Palm Beach County on a wide range of legal issues that affect their health or well-being.
- Services included Social Security applications and appeals, immigration, unemployment compensation, public benefits, foreclosure defense, and family law.

G-STAR SCHOOL OF THE ARTS — Palm Springs, Florida 2005-2007

Teacher

- Worked as a Social Studies Teacher at a public school; taught American History Honors, American Government Honors, and Economics Honors.

PROFESSIONAL LEADERSHIP & COMMUNITY SERVICE

- Local Bar Associations: Member, Palm Beach County Bar Association; Previous Director on the North County Section Board for the Palm Beach County Bar Association.
- Civic Leadership: Member of Craig S. Barnard American Inn of Court.



OFFICE LOCATION

515 N. Flagler Drive
Suite 350
West Palm Beach, FL 33401

DIRECT PHONE

(786) 452-4241

EMAIL ADDRESS

zgood@tgjustice.com

FLORIDA BAR NO.

1031414

ADMISSIONS

- The Florida Bar

Zackery Good, Esq.

PRINCIPAL

PROFESSIONAL PROFILE

Zackery Good is an experienced government professional and lawyer that understands the ever-changing landscape of local government law. Before becoming an attorney, he served as an Assistant City Manager for the City of Homestead, Florida, and oversaw the City's police department, public works department, electric utility, development services department and Community Redevelopment Agency.

Mr. Good boasts a significant understanding of the challenging and important work local governments and special districts must undertake every day. His daily work involves complex local government problems like land use and zoning, procurement and contracts, utilities, bond referendums and non-ad valorem assessments. This substantial experience informs Mr. Good's perspective as a lawyer, allowing him to keep in mind the many challenges and opposing forces local government professionals must balance.

CURRENT APPOINTMENTS & GENERAL COUNSEL ROLES

Serving as agency counsel, special counsel, or providing municipal legal support for:

- **City & County Service:** City of Deltona, Okeechobee County, City of Belle Glade (Outside Counsel), Town of Ocean Breeze, Town of South Palm Beach, and City of Fort Meade.
- **Community Redevelopment & Outside Counsel:** Belle Glade Community Redevelopment Agency (CRA).
- **Early Learning Coalitions (ELC):** General Counsel support to Osceola, Polk, Lake, Nature Coast, Pasco & Hernando, Emerald Coast, and Marion County ELCs.

EDUCATION & CREDENTIALS

Florida International University College of Law, Miami, Florida

Juris Doctor (J.D.) | May 2020

University of Miami, Coral Gables, Florida

Master of Professional Studies in Marine Conservation | 2013

Stony Brook University, Stony Brook, New York

Bachelor of Science (B.S.) in Marine Sciences | 2011

Professional Resume

LEGAL & EXECUTIVE EXPERIENCE

TG LAW PLLC — West Palm Beach, Florida

2023—Present

Counsel

- Practice focuses on local government law, land use and zoning, environmental issues and water law, and human resources law.
- Manages civil litigation practice within the Florida state court system.
- Provide legal services to a range of local governments and special districts including Okeechobee County, City of Deltona, City of Fort Meade, City of Belle Glade, Town of Juno Beach, Town of South Palm Beach, Town of Ocean Breeze, Belle Glade CRA and many of the State of Florida's Early Learning Coalitions.

CITY OF HOMESTEAD, FLORIDA — Homestead, Florida

October 2014 — 2024

Assistant City Manager (October 2021 — 2024)

- Oversaw the City's operational departments of Public Works, Parks & Recreation, Public Information, Economic Development, and the Community Redevelopment Agency.
- Leads the City's construction team, which involves implementing projects, developing funding plans, and orchestrating municipal project financing.

Assistant to the City Manager (December 2019 — October 2021)

- Project managed multiple high-profile municipal capital construction developments.
- Coordinated intergovernmental legislative priorities and managed critical lobbyist and government relations.
- Oversaw the City's Communications & Marketing strategies across all primary media channels.

Public Information Officer (September 2016 — November 2019)

- Drafted official city communications, updated social media channels, performed extensive public outreach, directed crisis communications, and organized high-impact city events.
- Created strategic communication initiatives with other City departments to carry out complex special projects.

Public Information Coordinator (October 2014 — August 2016)

- Drafted City communications, updated social media accounts, and performed targeted public outreach.
- Created cross-departmental communication plans to support major municipal initiatives.

VIRGINIA CONSERVATION NETWORK — Richmond, Virginia

January 2014 — March 2014

Climate and Energy Organizing Fellow

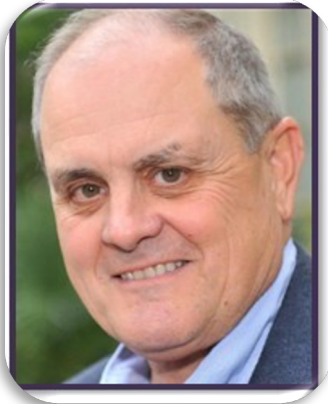
- Lobbied on Virginia state environmental legislation, formally testified at legislative committee meetings, and tracked statutory bills.
- Organized and participated in public policy engagement and community advocacy efforts.

OCEANA — Miami, Florida

January 2013 — December 2013

Policy Intern

- Produced community outreach planning reports, public photo petitions, and media documentation.
- Performed civic engagement by lobbying local politicians, presenting to organizations, and recruiting grassroots volunteers.



51 5 N. Flagler Drive
Suite 350
West Palm Beach, FL 33401

EMAIL ADDRESS

pnicoletti@tgjustice.com

FLORIDA BAR NO.

366269

ADMISSIONS

- The Florida Bar
- District of Columbia Bar
- U.S. Supreme Court
- U.S. Court of Appeals (11th Circuit)
- U.S. District Court (S.D. Fla.)

Paul J. Nicoletti, Esq.

OF COUNSEL

PROFESSIONAL PROFILE

Paul Nicoletti is a decorated veteran, former JAG officer, experienced government administrator, and highly experienced city attorney. Mr. Nicoletti is individually rated "AV Preeminent" by Martindale-Hubbell (the highest category) and has been Board Certified by The Florida Bar in City, County, and Local Government Law from the inception of the designation in 1996. He specializes in administrative, corporate, local governmental, and land use law, serving public entities, individuals, and corporations.

Paul has an extensive record working with local governments, having worked directly for nearly twenty municipalities across the nation over his career. His background spans executive management as a City and Village Manager, alongside core legal management as a General Counsel and City Attorney, uniquely positioning him to balance administrative compliance with strategic trial advocacy.

CURRENT APPOINTMENTS & JUDICIAL ROLES

Serving as part-time Special Magistrate, general counsel, or legal consultant across multiple jurisdictions:

- Special Magistrate Jurisdictions: City of Stuart, Martin County, Town of Jupiter, Town of Jupiter Island, and the Village of Indiantown.
- Municipal Advisory: Legal Consultant for the Town of Ocean Breeze.

MILITARY SERVICE & LEADERSHIP

Mr. Nicoletti served for nearly 33 years in the United States Army (Active and Reserve), retiring at the rank of Colonel and earning the Legion of Merit. As a member of the Judge Advocate General's (JAG) Corps, he served as Chief of Administrative Law at Fort Stewart, Georgia, commanding operations during Operations Desert Shield and Desert Storm. He also served as Staff Judge Advocate for Joint Task Force New Hope in El Salvador and commanded the 174th Legal Support Organization.

Professional Resume

LEGAL & EXECUTIVE EXPERIENCE

TG LAW PLLC — West Palm Beach, FL Of Counsel

2024—Present

- Provides legal advisory support in the areas of local government law, commercial and residential real estate, business transactions, and administrative trials.
- Advises public and corporate clients utilizing over four decades of municipal administrative trial expertise.

PAUL J. NICOLETTI, ATTORNEY AT LAW — Stuart, FL Sole Practitioner

2017—Present

- Maintains an AV Preeminent part-time practice specializing in administrative, corporate, local governmental, and land use law.
- Provides legal services for business transactions, commercial/residential real estate, wills, trusts, and probate.

CITY OF STUART — Stuart, FL Interim City Attorney

2005—2023

April 2023—October 2023

- Managed legal operations, advised the City Commission, drafted codes, and led state-level municipal representation.

City Manager

May 2011—July 2017

- Appointed chief executive responsible for all municipal operational activities, directing 350 employees and a \$45 million combined budget.
- Directly supervised 11 department heads, spearheaded annual budget creation, and enforced all city charter regulations.

City Attorney

September 2005—May 2011

- Responsible to the City Commission for all corporate legal operations. Drafted ordinances, resolutions, and structural contracts.
- Supervised municipal litigation, prosecuted code enforcement, and served as chief counsel to city departments.

MOYLE FLANIGAN KATZ RAYMOND & SHEEHAN, P.A. — West Palm Beach, FL Shareholder

2003—2005

- Specialized in administrative, corporate, governmental, and land use litigation representing individuals, corporations, and municipalities.

PAUL J. NICOLETTI, P.A. / NICOLETTI BLOCK DUFFY...

1991—2003

—West Palm Beach, FL

Sole Shareholder

- Directed an AV-rated firm of up to six attorneys specializing in public infrastructure contracts, banking, and zoning trials.

1990—1991

UNITED STATES ARMY (ACTIVE DUTY)

—Fort Stewart, GA

Chief, Administrative Law

- Commanded a six-attorney administrative operations division supporting Operations Desert Shield and Desert Storm.
- Served as chief administrative legal counsel for the Post Senior Commander regarding government contracting and environmental law.

SULLIVAN AND NICOLETTI, P.A. / GIBSON & ADAMS, P.A.

1984—1990

—West Palm Beach, FL

Shareholder/Associate

- Represented multiple municipal entities, handling commercial banking, real estate closings, and governmental administrative litigation.
- Served as Town Attorney for the Town of Ocean Ridge (1984—1999) and Town of South Palm Beach (1990—2005).

VILLAGE OF NORTH PALM BEACH

1975—1980

—North Palm Beach, FL

Village Manager

- Chief Administrative Officer directing a 200-employee municipal framework and a \$3.5 million annual operating budget.

CITY OF WEST PALM BEACH

1973—1975

—West Palm Beach, FL

Assistant City Manager

- Managed daily operations and analysis across Planning, Engineering, and Public Works; served as Acting City Manager.

EDUCATION & CREDENTIALS

Nova Southeastern University

1983

Juris Doctor (J.D.) —Graduated in Top 20% of Class

Florida Atlantic University

1975

Master of Public Administration (M.P.A.) —3.9 GPA

LaSalle University

1969

Bachelor of Arts (B.A.) in Political Science

PROFESSIONAL LEADERSHIP & COMMUNITY SERVICE

- **The Florida Bar:** Board Certified in City, County, and Local Government Law (1996—Present); Former Chair and Member of the Local Government Law Certification Committee (2009—2014).
- **Civic Leadership:** Former President and Board Member of the Mental Health Association of Palm Beach County and Mental Health Associations in Florida; National Board Member of the NMHA.
- **Community Posts:** Leadership Palm Beach County (Class of 2000); President and Member of the Guild of Catholic Lawyers of Palm Beach Diocese; Commander Knight of Grace, Order of St. John.

ENGAGEMENT LETTER WITH TG LAW PLLC

THIS ENGAGEMENT LETTER, is made and entered into this ____ day of June, 2026 by and between the TOWN OF LOXAHATCHEE GROVES, FLORIDA, 155 F Road, Loxahatchee Groves, Florida 33470 (hereinafter “TOWN”), and the TG LAW PLLC, a Florida Professional Limited Liability Company, 515 N. Flagler Drive, Suite 350, West Palm Beach, Florida 33401 (hereinafter “FIRM”).

WHEREAS, the TOWN has decided to utilize the service of the FIRM to provide legal services to the TOWN and the FIRM agrees to serve in such capacity.

NOW THEREFORE, the parties, intending to be legally bound, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the TOWN and the FIRM hereby agree as follows:

1. The FIRM hereby agrees to serve as TOWN Attorney for the TOWN and to provide legal representation on all matters relating to the TOWN. The responsibilities and duties of the FIRM include:

- A. Attend all meeting of the TOWN (regular and special);
- B. Attend other meetings as requested or deemed appropriate by the TOWN;
- C. To be available on call, at reasonable times, to communicate with the Council of the Town, the Town Manager and Town Staff regarding legal matters;
- D. To prepare and/or review all governance documents, referenda, contracts, agreements, policies, procedures, personnel matters and TOWN agenda items;
- E. To provide appropriate training to Town Staff and the Town Council, as needed, pertaining to legal issues such as Sunshine Law, parliamentary procedures, ethics, etc.;

- F. To give legal opinions and interpretations as requested;
- G. To undertake representation of the TOWN in matters of general litigation;
- H. To represent the TOWN at administrative and judicial hearings, depositions, mediations, and settlement conferences;
- I. To recommend, coordinate and oversee the retention of outside legal counsel, when appropriate;
- J. When requested by the TOWN, perform investigations;
- K. Attend other meetings and legal services as requested by the TOWN; and,
- L. Defend the TOWN in lawsuits which are not defended by legal services provided by the TOWN's insurers and to supervise insurance defense law firms assigned to the TOWN as needed.

3. The parties agree that the FIRM shall be compensated at the rate of \$290.00 an hour billed in six minute increments for services rendered by attorneys of the FIRM, and \$98.00 an hour for the services of paralegals of the FIRM, which services shall be billed against a non-refundable monthly retainer in the amount of eighteen thousand nine hundred dollars (\$18,900.00). Legal services that are in excess of the non-refundable monthly retainer or related to litigation and appellate work, code compliance matters that may be charged to the violator, collective bargaining, real estate transactions, eminent domain, and cost recovery charged to applicants for development approvals shall be submitted on a separate itemized bill. All billing shall be as described in Section 5 below. The FIRM's fee shall increase by three percent (3%) annually commencing October 1, 2028. For all travel time related to the TOWN, travel time shall be calculated to/from the TOWN offices to the location of the starting point or destination, and the FIRM shall be compensated at a rate of one-half ($\frac{1}{2}$) of the FIRM's hourly rate (an example, would be if the TOWN requests the Firm represent the TOWN at a hearing in Tallahassee, Florida, the travel time would be calculated from the TOWN offices to the location of the destination in Tallahassee, Florida).

4. The parties agree that the TOWN shall reimburse the FIRM for any reasonable and ordinary expenses and costs incurred during the course of providing legal services. The expenses and costs include, but are not limited to, out-of-pocket expenses for filing fees, recording, court reporters, photocopies, postage, research charges, mileage (at the FL rate), long distance phone

calls, and other usual and customary expenses. The cost for copies is \$0.25 a page and the current postage rate will be utilized for postage expenses. Current FL rate: \$0.445.

5. For all legal services performed within the monthly non-refundable retainer, the FIRM will submit a monthly invoice for the previous month's legal services that will provide that it was for: "Legal Services as Town Attorney for [MONTH] [YEAR]" and will not include itemized billing with payment to be made by the TOWN within fifteen (15) days of submission of the invoice. For all legal services excluded from the monthly retain or performed in excess of the retainer, the FIRM shall submit itemized invoices for services rendered on a regular basis with payment to be made by the TOWN within fifteen (15) days of submission of the invoice.

6. This document contains all of the terms and conditions of this Agreement and shall only be subject to modification upon mutual agreement, in writing, of the parties to the Agreement.

7. Either the TOWN or the FIRM may terminate this agreement after providing fifteen (15) days' written notice to the other party.

8. This Agreement is for an indefinite term and shall continue until termination by either party.

**TOWN OF LOXAHATCHEE
GROVES, FLORIDA**

TG LAW PLLC

By:_____

Date:_____

By: Gemma Torcivia, Managing Partner

Date:_____



JOHN J. FUMERO
*Board Certified State & Federal Government
& Administrative Practice Lawyer*

E-MAIL ADDRESS:
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OFFICE:
(561) 982-7114

FAX NUMBER:
(561) 982-7116

CELL:
(561) 315-4595

July 8, 2026

Via Hand Delivery

Valerie Oakes, Acting Town Manager
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470

Re: Response to Inquiry Regarding Municipal Legal Services

Dear Town Council Members and Acting Town Manager Oakes:

Nason, Yeager, Gerson, Harris & Fumero, P. A. (the "Firm") appreciates you reaching out to our firm to submit a proposal. In response to your recent inquiry, the Firm submits this response to your Request along with the enclosure.

The Firm is a multi-service law firm, founded in 1960 in Palm Beach County. Among other things, we specialize in the representation of governmental entities, including municipalities, counties and special taxing districts. We have served as general and special counsel to several dozen governmental entities throughout the State of Florida. Alicia Lewis, Steve Conteaguero, and I (the "Town of Loxahatchee Groves Team") have over 75 years of collective legal and local government experience. Ms. Lewis will serve as the Lead Town Attorney, and I will serve as the Secondary Attorney and will provide comprehensive support.

Given the unique character of Loxahatchee Groves as a rural, agricultural, large-lot community facing growth pressures, regulatory modernization, and complex intergovernmental challenges, our Team is particularly well-equipped to navigate the interconnected areas of land use planning, zoning, code enforcement, foreclosures, liens, and special assessments while protecting both the Town's regulatory posture and financial interests.

Thank you for considering our Response. We look forward to the opportunity to meet your legal needs in an effective and timely manner.

Sincerely,

John J. Fumero

a. LETTER OF TRANSMITTAL

We understand the work to be done involves providing comprehensive interim municipal legal services to the Town of Loxahatchee Groves, a unique rural and agricultural community facing complex legal challenges. We provide our positive commitment to perform this work with the highest level of professional excellence, understanding the Town's vision to protect its natural environment and rural character while maintaining a cost-effective, minimal government structure.

b. PROFILE OF OFFEROR

i. Description of Organization

Nason, Yeager, Gerson, Harris & Fumero, P.A. is a regional law firm with over 65 years of experience serving governmental entities throughout the State of Florida. With offices in Palm Beach Gardens, Boca Raton, Ft. Lauderdale, and St. Petersburg, the Firm has been an integral part of Florida's legal and business community. The Firm specializes in municipal law, environmental law, administrative law, real estate law, and civil litigation. We have over 40 attorneys who provide a full range of legal services geared towards helping clients achieve their goals. The Firm is AV Martin-Hubbell rated and our attorneys are nationally recognized as elite practitioners in their respective practice areas.

ii. Lead Attorney and Other Assigned Attorneys

Lead Attorney: Alicia J. Lewis, Esq.

Alicia Lewis focuses her law practice on land use, zoning, government procurement, public private partnerships, affordable housing, environmental law, entitlement due diligence, community outreach, and municipal government law in Florida and Georgia. She represents real estate developers and private property owners before governmental agencies to obtain comprehensive plan amendments, rezoning, site plan approval, platting, variances, special exceptions, conditional use approval, and resolves code enforcement matters. She served as City Attorney for El Portal and Opa Locka, Florida for several years.

Education:

- Juris Doctor, The University of Alabama School of Law
- Master of Public Administration, University of Alabama at Birmingham
- Bachelor of Arts in Political Science, Auburn University

During law school, she served as the Editor for the Alabama Civil Rights & Civil Liberties Law Review, the Regional Fundraising Chair for the National Black Law Students Association and was a member of the Trial Advocacy Team.

Awards & Recognition:

- Leadership Sarasota, 2023
- Best Lawyers, Women in Law, 2021
- South Florida Business and Wealth, Real Estate Awards, Honoree, 2021
- The Daily Business Review on the Rise, Florida Legal Awards Honoree, 2021
- Best Lawyers in America: Ones to Watch, Land Use & Zoning/Real Estate, 2021
- South Florida Legal Guide, Top Up & Comer Lawyer Under 40 Award, 2020, 2021
- Super Lawyers Magazine Florida Rising Star -- Land Use & Zoning, 2019, 2020, 2023
- Chambers & Partners, Diversity & Inclusion Awards, Future Leader Minority Lawyer, 2019
- Attorney at Law Magazine, South Florida Rising Star, Real Estate Law, 2018

Secondary Attorney: John J. Fumero, Esq.

John Fumero has represented, and worked with, public sector entities for over 35 years. Mr. Fumero is a board certified specialist in State and Federal Government and Administrative Practice by the Florida Bar. Less than 5% of Florida Bar Members have this designation. Board certification recognizes specialized knowledge, skills, and proficiency. He previously served as General Counsel, and Director of Legislative and Governmental Affairs, for South Florida Water Management District, City Attorney for Port St. Lucie and City of Okeechobee, and as Special Counsel to numerous cities, counties, and special taxing districts.

Mr. Fumero is AV rated by Martindale-Hubbell, the highest rating an individual can receive from his peers, which signifies Mr. Fumero's peers recognize him as having the highest level of professional excellence for his legal knowledge, communication skills, and ethical standards. He is also a Florida Supreme Court Certified Mediator with a track record of assisting governmental entities in Alternative Dispute Resolution ("ADR").

Education:

- Juris Doctor (JD), University of Miami, Coral Gables, FL
- Bachelor of Arts (BA), University of Miami, Coral Gables, FL

Certifications:

- Board Certified Specialist in State and Federal Government and Administrative Practice by The Florida Bar
- Florida Supreme Court-certified mediator
- Certification in Negotiation and Policy from Harvard Law School
- Fluent Spanish speaker

iii. Location of Primary Office

Our lead attorney Ms. Lewis and secondary attorney Mr. Fumero operate from our offices at 110 East Broward Boulevard, Suite 1010, Fort Lauderdale, Florida 33301.

iv. Local Government Experience

Our Team has extensive experience in all areas specifically identified as critical to Loxahatchee Groves:

Land Use Planning, Zoning, Code Enforcement, Foreclosures, Liens, and Special Assessments:

- Comprehensive experience with rural and agricultural zoning matters
- Extensive code enforcement practice including foreclosure proceedings
- Special assessment expertise for municipalities and special districts
- Protection of both regulatory authority and financial interests

The Team is well equipped to help develop, implement, and enforce land use regulations and review zoning and development approval applications. We can also assist with acquiring real property and incentivize community development. The Team will work with the Town Council and employees to develop policies and regulations affecting the quality of life for the Town's residents, businesses, and natural resources. They will also provide legal assistance to and can help establish any ancillary boards the Town may wish to establish including a Planning and Zoning Board, Development Review Committee, and Code Enforcement Board. The Team has successfully represented local governments in a variety of planning and zoning appeals and has litigated decisions at multiple levels of state and administrative courts.

The Team has practiced in state, federal and administrative courts and is familiar with the dispute resolution process described in Chapter 164, Florida Statutes. We will coordinate closely with the Town Manager and the Town Commission to ensure that we understand and follow through on the Town's desired direction and approach.

Dependent Special Districts (Chapter 298 Water Control Districts):

- Mr. Fumero currently represents Central County Water Control District as District Attorney
- Extensive experience with stormwater management and environmental compliance
- Regular interaction with the South Florida Water Management District and Florida Department of Environmental Protection

Ethics, Procurement, Employment Law, Public Records Compliance:

- Mr. Fumero regularly conducts comprehensive training and counseling on Florida's Ethics, Public Records, Government in the Sunshine laws
- The Team has extensive procurement and contracting experience
- The Town would have access to the firm's labor and employment law departments

The Team has significant experience in counseling local governments regarding compliance with Florida's Ethics, Public Records, and Government in the Sunshine laws and have provided training on those topics. For several decades, the Firm has provided counsel to board members and staff in a wide variety of situations dealing with voting conflicts of interest, prohibited conflicts of

interest, gifts, and open meeting requirements. They have been involved with litigation and other disputes concerning public records and matters that are statutorily exempt from production. The Team is well versed and prepared to guide the Town Council and staff on compliance with these Florida laws that every government official, attorney, and employee must be aware of and diligently observe. The Team have guided boards through the nuances of complying with statutory requirements for quasi-judicial proceedings related to land use and zoning, rate setting, pensions, and internal appeals, and defended the quasi-judicial decisions of boards at all levels of judicial and administrative litigation. With this experience, the Town Council and staff will be confident that it has a legal team that can help it navigate quasi-judicial proceedings and defend any appeals of its quasi-judicial decisions, should litigation arise.

The Team also has significant experience resolving a wide variety of labor and employment matters and have counseled their clients on the application of laws including workplace discrimination, wage and hour, and the Family Medical Leave Act. They have been involved in labor litigation and mediation and are knowledgeable regarding issues of importance to employees and employers. Recently, Mr. Fumero drafted and implemented a drug-free workplace policy for a Florida governmental entity.

v. Similar Municipal Engagements (Past Three Years)

St. Lucie West Services District - District Attorney (Current - 1 year)

Reference: Joshua Miller, District Manager and Deputy Public Works Director

Phone: (772) 340-0220 x133

Email: jmiller@slwsd.org

Services: Complete special legal services including resolution and property document drafting, contracting and purchasing, and council meeting attendance.

City of Okeechobee - City Attorney (Current - 8 years)

Reference: Gary Ritter, City Administrator

Phone: (863) 763-9811

Email: gritter@cityofokeechobee.com

Nason Yeager currently represents the City of Okeechobee as City Attorney. In this role, Nason Yeager reviews and drafts ordinances, resolutions, agreements, and other documents for consideration by the City Council. We attend and represent the City at Code Enforcement hearings, Planning and Zoning meetings, and City Council meetings. Nason Yeager provides legal advice to the City Administrator and Council regarding matters concerning the police department, fire department, human resources, and other matters as they arise.

Port of Palm Beach District - General Counsel (Current - 5 years)

Reference: Michael Meekins, Executive Director

Phone: (561) 383-4131

Email: MMeekins@portofpalmbeach.com

Nason Yeager serves as the primary legal advisor to the Port of Palm Beach Commission and Port staff. The Port Counsel renders opinions on legal issues affecting the Port, keeps the Port Commission and Port staff informed of federal, state and local government laws and judicial and attorney general's opinions that could affect the Port in any way, drafts contracts for the Port and reviews procurement solicitations. The Port Counsel attends Port Commission regular and special meetings, Executive Sessions, and, upon request, Commission Workshops convened from time to time. As necessary, the Port Counsel represents the Port in judicial and quasi-judicial proceedings.

Central County Water Control District - District Attorney (Current - 8 years)

Reference: Rebbecca Hernandez, District Manager

Phone: (863) 983-5797

Email: assistantmanager@ccwcdfl.com

Nason Yeager currently represents Central County Water Control District (CCWCD) as its Attorney. In this capacity, Nason Yeager routinely updates CCWCD's policies, ordinances, and resolutions, assists CCWCD in the development, drafting, and implementation of its Water Control Plan, has aided CCWCD in a transition of the District Manager, District Engineer, and Treasurer positions, and recently assisted CCWCD in securing an Environmental Resource Permit for the Montura Ranch Reservoir, a 9-acre recreational and conservation area.

City of Hollywood – Alicia Lewis - currently serves as Special Counsel for Planning and Zoning matters

City of El Portal - City Attorney (Former) Alicia Lewis served as City Attorney providing comprehensive municipal legal services.

City of Opa Locka - City Attorney (Former) Alicia Lewis served as City Attorney providing comprehensive municipal legal services.

vi. Conflicts of Interest

We have conducted a comprehensive conflict check and have identified no actual or potential conflicts with representing the Town of Loxahatchee Groves. Our current municipal clients operate in different geographic areas and do not present conflicting interests.

vii. Litigation History

Neither the Firm nor the proposed Team members have been involved in any litigation within the last five years arising out of our performance of municipal legal services. We maintain professional liability insurance and have an exemplary record of professional service.

viii. Florida Bar Complaints

Neither the Firm nor the proposed Team members have been involved in any complaints to the Florida Bar within the last five years arising out of our performance.

ix. Proposed Contract Structure

We propose a contract for outside legal services on a retainer/hourly basis. This model is currently used by our municipal clients including the City of Okeechobee, Port of Palm Beach District, and Central County Water Control District. This structure provides:

- Predictable monthly retainer for core services
- Hourly billing for special projects and litigation
- Detailed monthly reporting of services
- Flexibility to address varying legal needs
- Cost-effective approach aligned with municipal budgets

c. PRICING

Understanding the Town's budget considerations with approximately \$193,000 annually (~\$16K/month) for legal services, we propose the following flexible pricing structure:

Standard Rates (municipal legal services as set forth in the Town's July 2025 Request for Letter of Interest at Section II, numbered items 1 through 25):

- Shareholders: \$325
- Associates: \$250
- Paralegals: \$95

Rates for services outside of retainer (matters of a non-routine legal nature requiring substantial time and effort, subject to prior authorization by a majority of the Town Council or Town Manager):

- Shareholders: \$400

- Associates: \$325
- Paralegals: \$105

Billing Practices: Mileage charged at current IRS rate; No charge for routine costs including: Standard photocopying, Telephone calls, Faxes, and Standard postage.

Monthly Invoicing:

Monthly invoices will include: Date of service; Detailed service description; Case name/identifier if applicable; Team member performing work; Time incurred (in tenths of an hour).

The Team acknowledges that the Town reserves the right to negotiate the final fee structure based on specific needs and service requirements.

c. CONCLUSION

Nason Yeager's Team of Alicia Lewis and John Fumero brings the exact combination of experience, expertise, and understanding that Loxahatchee Groves requires during this interim period. Our extensive experience with rural agricultural communities, special districts, environmental law, and municipal governance positions us to provide the sophisticated legal counsel needed while respecting the Town's commitment to cost-effective, minimal government structure.

We are prepared to attend any pending workshop and special council meeting and to assume the Town Attorney responsibilities effective August 5, 2026. We look forward to the opportunity to serve the Town of Loxahatchee Groves and help protect its unique rural character while addressing the complex legal challenges ahead.

**TOWN OF LOXAHATCHEE GROVES
AGREEMENT FOR TOWN ATTORNEY LEGAL SERVICES**

This Agreement is made as of the _____ day of _____, 2026, by and between the **Town of Loxahatchee Groves**, a Florida Municipal Corporation, whose mailing address is 155 F Road, Loxahatchee Groves, Florida 33470 (the "Town") and Nason Yeager Gerson Harris & Fumero, PA, whose local mailing address is 110 East Broward Blvd., #1010, Fort Lauderdale, Florida 33301 (the "Firm").

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

SECTION 1 – SCOPE OF SERVICES AND TERM

1.1

a. Law Firm's Services. As more specifically set forth in the Town's Request for Letters of Interest's scope of services, the Law Firm shall be the Town Attorney and shall provide the Town with general municipal legal services and such other matters of a non-routine legal nature requiring substantial time and effort, subject to prior authorization by a majority of the Town Council or Town Manager.

b. Term. The term of this Agreement shall commence upon the approval of this Agreement by the Town Council and shall continue until such time as this Agreement is terminated as stated herein.

c. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

d. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify Firm of such occurrence and either the Town or Firm may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, Town shall pay Firm for all services performed under this Agreement through the date of termination.

SECTION 2 – REMEDIES

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

SECTION 3 – WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS

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

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

SECTION 4 - AUTHORITY TO PRACTICE

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

SECTION 5 – SEVERABILITY

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

SECTION 6 - PUBLIC ENTITY CRIMES AND SCRUTINIZED COMPANIES

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

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

SECTION 7 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

SECTION 8 – WAIVER

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

SECTION 9 – COMPLIANCE

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

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

SECTION 10 – EFFECTIVENESS AND PALM BEACH COUNTY IG

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

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

SECTION 11 – INDEPENDENT CONTRACTOR

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

SECTION 12 –COMPENSATION AND INVOICING

12.1 The Town shall compensate the Law Firm as follows:

Municipal Legal Services	Non-Routine (with prior Council Approval)
a. Attorneys \$325.00 an hour	a. Attorneys \$400.00 an hour
b. Paralegal at \$95.00 an hour	b. Paralegal at \$105.00 an hour

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

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

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

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

SECTION 13 - INSURANCE

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

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

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

SECTION 14 – PUBLIC RECORDS

14.1 The Law Firm shall comply with Florida’s Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

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

SECTION 15 – E-VERIFY

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

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;
- (b) Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;

- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Town upon request;
- (d) Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
- (e) Be aware that a violation of Sections 448.09 or 448.095, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- (f) Be aware that if the Town terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Firm may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Agreement.

SECTION 16 – HUMAN TRAFFICKING

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

SECTION 17 - SCRUTINIZED COMPANIES

17.1

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

b. If this Agreement is for one million dollars or more, the Firm certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the Town may immediately terminate this Agreement at its sole option if the Firm, or any of its subcontractors are found to have submitted a false certification; or if the Firm or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

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

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

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

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

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

TOWN OF LOXAHATCHEE GROVES

ATTESTS:

By: _____
Valerie Oakes, Acting Town Manager /Town
Clerk

By: _____
Lisa El-Ramey, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Print: _____
Firm: _____
Acting Town Attorney / Outside Counsel

Nason Yeager Gerson Harris Fumero, PA

By:  _____

[Corporate Seal]



Fw: FY26 Paving Project

From Craig Lower <pwdirector@loxahatcheegrovesfl.gov>

Date Tue 7/7/2026 12:53 PM

To Maylee De Jesus <mdejesus@loxahatcheegrovesfl.gov>; Valerie Oakes <voakes@loxahatcheegrovesfl.gov>; Gabriella Croasdaile <townclerkassistant@loxahatcheegrovesfl.gov>; Ennya Blaise <eblaise@loxahatcheegrovesfl.gov>; Kenthia White <legalassistant@loxahatcheegrovesfl.gov>

From: Gary Clough <townengineer@loxahatcheegrovesfl.gov>

Sent: Sunday, 05 July 2026 13:50:10

To: Craig Lower <pwdirector@loxahatcheegrovesfl.gov>

Subject: Re: FY26 Paving Project

Craig, I would recommend strongly against removal of the double yellow centerline on this year's paving program for the following reasons:

1. Studies show that no double yellow centerline tends to increase speeds by 5 to 8 miles per hour.
2. The double yellow centerline defines the lanes which protects the vehicles in the lane adjacent to the canal from opposing vehicles crossing what would be the center of the road as they pass vehicles in the lane adjacent to the canal.
3. Removal of the double yellow centerline would allow for passing.

With the number of drives that have limited sight distance while accessing A Road and Collecting Canal Road, both the increased speeds and the potential passing along the road will further create hazards for vehicles pulling out of drives and adjacent streets along the roads in question. If Council decides to eliminate the centerline, I recommend they at least keep it on the curve intersecting A Road and Collecting Canal Road and 100 feet prior the stop signs at the beginning and the end of the project. Let me know if you need any additional from me on this.

From: Craig Lower <pwdirector@loxahatcheegrovesfl.gov>

Sent: Wednesday, July 1, 2026 8:06 PM

To: Gary Clough <townengineer@loxahatcheegrovesfl.gov>

Subject: FY26 Paving Project

Gary,

The Mayor is asking for us to remove the stripping in the paving project. I told her that I would consult with you and Simmons & White for your opinion.

Craig Lower
Public Works Director, CDM
Town of Loxahatchee Groves

245 W. D Road

Loxahatchee Groves, FL 33470

Pwdirector@loxahatcheegrovesfl.gov

Direct: (561) 807-6673



LOXAHATCHEE
— **GROVES** —
F L O R I D A

Fw: Request for Traffic Engineering Recommendation – Double Yellow Centerline Striping

From Craig Lower <pwdirector@loxahatcheegrovesfl.gov>

Date Tue 7/7/2026 12:53 PM

To Valerie Oakes <voakes@loxahatcheegrovesfl.gov>; Maylee De Jesus <mdejesus@loxahatcheegrovesfl.gov>; Ennya Blaise <eblaise@loxahatcheegrovesfl.gov>; Gabriella Croasdaile <townclerkassistant@loxahatcheegrovesfl.gov>

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From: Bryan Kelley <bryan@simmonsandwhite.com>

Sent: Monday, 06 July 2026 16:28:26

To: Craig Lower <pwdirector@loxahatcheegrovesfl.gov>

Subject: RE: Request for Traffic Engineering Recommendation – Double Yellow Centerline Striping

The proposed centerline striping could be removed if desired, as centerline markings are generally not required on low-volume local roadways. However, from a traffic engineering and operational standpoint, we recommend including the centerline striping.

The centerline striping provides important operational and safety benefits by reinforcing lane discipline, improving driver expectancy, and providing positive guidance for opposing traffic, particularly during nighttime conditions or periods of reduced visibility. In addition, centerline striping contributes to a narrower perceived roadway width, which has been shown to produce a traffic calming effect by encouraging motorists to operate at lower speeds and remain more centered within their travel lane. Conversely, removing the centerline can increase the perceived pavement width, which may result in higher operating speeds and less consistent lane positioning.

Given the limited benefits of removing the striping and its operational, safety, and traffic calming benefits, we recommend retaining the centerline markings on this roadway.

Bryan G. Kelley, P.E.
Principal



O: 561.478.7848 x112 | C: 561.371.2285
2581 Metrocentre Blvd West, Ste 3
West Palm Beach, FL 33407

From: Craig Lower <pwdirector@loxahatcheegrovesfl.gov>

Sent: Monday, July 6, 2026 10:42 AM

To: Bryan Kelley <bryan@simmonsandwhite.com>

Subject: Request for Traffic Engineering Recommendation – Double Yellow Centerline Striping

Good morning, Bryan,

As we discussed by phone earlier, I would appreciate your professional recommendation regarding the proposed removal of the double yellow centerline striping from the Town's upcoming FY25 Roadway Paving Project.

One of our Council Members has requested a recommendation from a licensed traffic engineer concerning the removal of the centerline striping. If possible, please provide your professional opinion, including the advantages and disadvantages of installing or removing the double yellow centerline markings, as well as any safety, operational, or regulatory considerations that the Town should take into account.

Please see the attached FY25 Roadway Paving Project Scope of Work for your reference.

Thank you for your assistance. I appreciate your expertise and look forward to your recommendation.

Craig Lower

Public Works Director, CDM

Town of Loxahatchee Groves

245 W. D Road

Loxahatchee Groves, FL 33470

Clower@loxahatcheegrovesfl.gov

Direct: (561) 807-6671



LOXAHATCHEE
GROVES
— — —
F L O R I D A