TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

155 F. ROAD, LOXAHATCHEE GROVES, FL 33470

TOWN COUNCIL REGULAR MEETING

AGENDA

AUGUST 04, 2026 – 6:00 PM

Lisa El- Ramey, Mayor (Seat 2)
Manish Sood, Vice Mayor (Seat 5) **William "Joe" Stephens, Councilmember (Seat 1)**
Anita Kane, Councilmember (Seat 3) **Paul T. Coleman II, Councilmember (Seat 4)**

Administration

Acting Town Manager, Valerie Oakes
Town Attorney, Jeffrey S. Kurtz, Esq.
Acting Town Clerk, Kenthia White, FRP
Community Standards Director, Caryn Gardner-Young
Public Works Director, Craig Lower

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

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

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

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

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

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

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

PRESENTATIONS

1. Presentation by Gina Levesque, from the PBC Commission on Ethics.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

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

CONSENT AGENDA

2. Minutes from the Regular Town Council Meeting on July 7, 2026.

PUBLIC HEARING

3. ***Proposed Resolution No. 2026-51-*** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A SIGN-RELATED VARIANCE FOR AN ADDITIONAL MONUMENT SIGN NOT LOCATED AT A DRIVEWAY, CONSISTING OF APPROXIMATELY 3.43 ACRES, GENERALLY LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND "F" ROAD WITH AN ADDRESS OF 13475 SOUTHERN BLVD; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

Proposed Resolution No. 2026-52- A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A SITE PLAN AMENDMENT APPLICATION TO APPROVE A MASTER SIGN PLAN AND MODIFICATIONS TO AN EXISTING MONUMENT SIGN ALONG SOUTHERN BLVD. FOR THE GROVES MEDICAL PLAZA, CONSISTING OF APPROXIMATELY 3.43 ACRES, GENERALLY LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND "F" ROAD, MORE SPECIFICALLY LOCATED AT 13475 SOUTHERN BLVD.; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

REGULAR AGENDA

4. ***Proposed Ordinance No. 2026-03-*** FIRST READING, AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A MASTER PLAN AMENDMENT FOR THE GROVES TOWN CENTER PLANNED UNIT DEVELOPMENT ("PUD"), INCLUDING AMENDMENTS TO PREVIOUS CONDITIONS OF APPROVAL AND TO REFLECT THE REMAINING DEVELOPMENT ALLOWANCES IN THE PUD, GENERALLY LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND "B" ROAD, MORE SPECIFICALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

5. ***Proposed Resolution No. 2026-65-*** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING A CONTINUING CONTRACT WITH CRI ADVISORS LLC, FOR ACCOUNTING AND FINANCIAL SERVICES; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

6. Discussion and update on negotiations with Coastal Waste and Recycling.

7. Discussion regarding the RV Program.

8. Discussion regarding North Road paving.

9. Discussion regarding Zoning Map and/or Zoning Text Amendment for RE properties.

10. Discussion regarding Line of Sight Code Amendment language.

11. Discussion regarding additional funding for Loxahatchee Groves Stormwater System Rehabilitation Phase III.

12. Direction Regarding Town Manager Recruitment and Interim Management Services.

13. Discussion regarding the Town Attorney's Contract.

TOWN STAFF COMMENTS

Town Manager

Town Attorney

14. Update on Huurr Homes.

TOWN COUNCILMEMBER COMMENTS

William "Joe" Stephens (Seat 1)

Anita Kane (Seat 3)

Paul T. Coleman II (Seat 4)

Manish Sood, Vice Mayor (Seat 5)

Mayor Lisa El-Ramey (Seat 2)

15. Meeting Recap with Palm Beach County Mayor Sara Baxter.

ADJOURNMENT

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

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

FROM: **Kenthia White, Acting Town Clerk**

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

DATE: **August 4, 2026**

SUBJECT: **Presentation by Gina Levesque, from the PBC Commission on Ethics**

Legal Sufficiency:	☒ **Reviewed**	☐ **Not Reviewed**
	☒ **Approved**	☐ **Not Approved**

Background: Gina Levesque, from the PBC Commission on Ethics, will be giving a short presentation about their services.

Recommendation/Motion: Listen to Presentation.

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

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

FROM: **Kenthia White, Acting Town Clerk**

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

DATE: **August 4, 2026**

SUBJECT: **Approval of the Minutes**

Legal Sufficiency:	☒ **Reviewed**	☐ **Not Reviewed**
	☒ **Approved**	☐ **Not Approved**

Background: Below is a list of minutes for approval:

- July 7, 2026 Regular Town Council & Water Control District Meeting

Recommendation/Motion: Motion to approve the minutes on Consent.

Attachments: Town Council Meeting Minutes.

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL REGULAR MEETING
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, July 7, 2026

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor El-Ramey called the meeting to order at 6:00 P.M.

PLEDGE ALLEGIANCE AND MOMENT OF SILENCE

Mayor El-Ramey led the pledge of allegiance and moment of silence.

ROLL CALL

Mayor Lisa El-Ramey, Vice Mayor Manish Sood (arrived at 6:09 P.M.), Councilmember Paul Coleman, Councilmember Anita Kane, Councilmember William "Joe" Stephens, Town Attorney Jeff Kurtz, Public Works Director Craig Lower, Community Standards Director Caryn Gardner-Young, Acting Town Clerk Kenthia White, Chief Financial Officer David DiLena, and Assistant to the Town Clerk Gabriella Croasdaile.

ADDITIONS, DELETIONS, AND MODIFICATIONS

Acting Town Manager Oakes did not attend the meeting due to a personal matter. The Town Council moved to have Acting Town Clerk White in her place for the duration of the meeting.

MOTION: COUNCILMEMBER KANE/ COUNCILMEMBER COLEMAN MOVED FOR ACTING TOWN CLERK WHITE TO SIT IN PLACE OF THE TOWN MANAGER FOR THE DURATION OF THE MEETING. MOTION PASSED (5-0).

Vice Mayor Sood entered at 6:09 P.M.

MOTION: COUNCILMEMBER KANE/ COUNCILMEMBER COLEMAN MOVED TO APPROVE THE AGENDA. MOTION PASSED (5-0).

PRESENTATIONS

1. Presentation on Palm Beach County Fire Rescue Annual Report

District Chief Amanda Vomero presented the annual report and answered questions from the Town Council.

PUBLIC COMMENTS ON NON-AGENDA ITEMS

Elizabeth Accomando introduced herself as the President of the Indian Trails Improvement District and said that she was currently running to be a County Commissioner. She thanked the community for showing up to an event held in Belle Glade regarding the Countywide Master Transportation Plan. She discussed her opposition to the plan and how she does not approve of the widening of Okeechobee Boulevard, as she finds it a threat to the Western communities and their way of life.

Lissette Vasquez commented on the Towns' lack of a mission and vision statement. She mentioned that there is a lack of a finding of fact process for business owners who want to establish themselves in the Town. She stated that would like the Town to implement a complaint form or a way for residents to share their concerns over customer service. She specifically criticizes Attorney Kurtz and his performance as Project Manager, before becoming the Town Attorney. She urged the Council to review his performance when discussing legal services.

Tracy Raflowitz expressed her transparency concerns regarding the Town's finances. She specifically points out the Vendor expense report which is titled 'Cash Disbursement Report'. She asked for clarification on whether the report only included cash disbursements or all vendor expense reports.

James Borsus stated that he is representing about a half a dozen nurseries and landscapers within the Town. He discussed the issues nurserymen are facing, as the Town's Unified Land Development Code changes. He mentioned that the code changes have been affecting whether these long-standing businesses can operate in compliance, and he is advocating for landscape use to be permitted under the current code. He offered a solution where landscape services can create a landscape buffer between the Town's roads and these businesses, to maintain aesthetic appeal. He will be submitting a text amendment for consideration to the Community Standards Director.

Virginia Standish replied to the previous comment stating that she is not against landscaping or nursery services, but encourage that Council ensure that they are not engaging in activities that would be a detriment to the Town. She asked if these services are abiding by speed limits, are they engaging in proper waste disposal, not using illegal fuel tanks, etc.

CONSENT AGENDA

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

2. **Proposed Resolution No. 2026-53-** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN AGREEMENT WITH SOUTHEAST HIGHWAY GUARDRAIL AND ATTENUATORS, LLC, UTILIZING THE PALM BEACH COUNTY PROJECT NO. 2026054: GUARDRAIL CONTINUING SERVICES CONSTRUCTION CONTRACT; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE ACTING TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

   APPROVED ON CONSENT.

3. **Proposed Resolution No. 2026-54-** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ACCEPTING AN DRAINAGE EASEMENT FOR THE PROPERTY LOCATED AT 15410 NORTH ROAD, LOXAHATCHEE GROVES, FL 33470; PROVIDING AN EFFECTIVE DATE. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ACCEPTING AN DRAINAGE EASEMENT FOR THE PROPERTY LOCATED AT 15410 NORTH ROAD, LOXAHATCHEE GROVES, FL 33470; PROVIDING AN EFFECTIVE DATE.

   APPROVED ON CONSENT.

4. **Receive and File – Vendor Expense Report FY 26- October 2025 to June 2026.**

   Item No. 4 was pulled from the consent agenda and discussed before items on the regular agenda.

   Mayor El-Ramey opened public comment.

   Tracy Raflowitz spoke about the attachments for the item, which are titled Cash Disbursement Report, but the agenda stated it would be a Vendor Expense Report. She mentioned that she would like to see more information about the vendors in these reports, and going forward she would like to see an accounts payable report. She also mentioned that there are incomplete items in Blackbaud.

   Mayor El-Ramey closed public comment.

   Community Standards Director Gardner-Young gave an impromptu update regarding the Southern Corridor Blvd study with Treasure Coast Regional Planning Council.

   MOTION: COUNCILMEMBER KANE/ COUNCILMEMBER COLEMAN MOVED TO RECEIVE AND FILE THE UPDATED REPORT. MOTION PASSED (5-0).

5. Minutes from Town Council Meetings: Regular Town Council Meeting on May 5, 2026; Special Town Council Meeting on May 12, 2026; Special Town Council Meeting on May 21, 2026; Special Town Council Meeting on June 1, 2026; and Regular Town Council Meeting on June 2, 2026.

APPROVED ON CONSENT.

PUBLIC HEARING

6. ***Proposed Ordinance No.2026-01 on Second Reading*:** AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, REPEALING ARTICLE 92 " RECREATIONAL VEHICLES" OF THE UNIFIED LAND DEVELOPMENT CODE AS ESTABLISHED BY ORDINANCE NO. 2024-07; AND AMENDING PART III " SUPPLEMENTAL REGULATIONS' OF THE UNIFIED LAND DEVELOPMENT CODE TO ENACT A NEW ARTICLE 92 "RECREATIONAL VEHICLES" WITHIN PART III "SUPPLEMENTAL REGULATIONS" WITHIN THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

   Town Attorney Kurtz read the ordinance into the record.

   Mayor El-Ramey opened public comment.

   Marianne Miles detailed some suggestions regarding the proposed ordinance, specifically that the ordinance states that if a property has 2 acres or more they can only have 2 Recreational Vehicles (RV's). She mentioned that the State Statute says no more than 4. She stated that understands the reason why people may want to limit the number of RV's, but believes that if people are willing to spend much of their time and money on an RV they should be allowed to have the 4 RV's. She commented that Equestrians often need RV's for their work, and business and people should be able to run their businesses how they please. She urged that the Council make the language more equestrian friendly.

   Mayor El-Ramey closed public comment.

   It was clarified that the RV limit of 2 is for occupied and rented vehicles. There is no limit on unoccupied personal use vehicles.

   After further discussion from Council on the logistics of the proposed RV program, they decided to discuss the RV ordinance in detail before bringing it back for a vote.

   MOTION: COUNCILMEMEBER COLEMAN/ COUNCILMEMBER KANE MOVED TO TABLE THE ITEM TO THE JULY 21ST WORKSHOP MEETING. MOTION PASSED (5-0).

7. ***Proposed Ordinance No.2026-02 on Second Reading*:** AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING

ARTICLE 155 "SITE PLANS" OF PART V "DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS" OF THE TOWN OF LOXAHATCHEE GROVES UNIFIED LAND DEVELOPMENT CODE (ULDC) BY MODIFYING SECTION 155-005 "MANDATORY SITE PLAN APPROVAL" CLARIFYING THAT RESIDENTIAL DEVELOPMENT OF MORE THAN 20 ACRES REGARDLESS OF NUMBER OR SIZE OF PLOTS REQUIRE SITE PLAN APPROVAL; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Town Attorney Kurtz read the ordinance into the record and stated that the Planning and Zoning Board had reviewed the proposed ordinance and approved the ordinance as is.

Mayor El-Ramey opened public comment, there was none, so she closed public comment.

MOTION: COUNCILMEMBER KANE/ COUNCILMEMBER COLEMAN MOVED TO APPROVE PROPOSED ORDINANCE 2026-02 ON SECOND READING. IN A ROLL CALL VOTE, MOTION PASSED (5-0).

REGULAR AGENDA

8. Code Enforcement Lien Foreclosures for the following Resolution:

Councilmember Stephens abstained from voting on this item, as he is adjacent to one of the following properties. His memorandum of voting conflict is attached (See Exhibit A).

Proposed Resolution No. 2026-55- Standstill Agreement for 16169 Southern Blvd.

Town Attorney Kurtz gave a brief background regarding the property and their history in code enforcement. He stated that the Town recommends the Council accept the Standstill Agreement, to recover some monies and may be a faster timeline than foreclosure.

A representative from the property discussed with Council regarding how they plan on moving forward with their properties compliance.

There was discussion from Council regarding the timeline of the Standstill Agreement and they would like stricter deadline for the timeline, they wanted a 60-day timeline for the property owners to file for a lien reduction.

Mayor El-Ramey opened public comment, there was none, so she closed public comment.

MOTION: COUNCILMEMBER KANE/ COUNCILMEMBER COLEMAN MOVED TO APPROVE PROPOSED RESOLUTION NO. 2026-55 WITH THE TIMELINE MODIFICATIONS THAT COUNCIL HAS INDICATED. MOTION PASSED (5-0).

Proposed Resolution No. 2026-56- Foreclosure of 16169 Southern Blvd.

Council skipped the resolution as it is no longer needed after the previous passing of the paired resolution.

Proposed Resolution No. 2026-57- Foreclosure of 1300 D Road

Mayor El-Ramey opened public comment, there was none, so she closed public comment.

MOTION: COUNCILMEMBER KANE/ COUNCILMEMBER COLEMAN MOVED TO APPROVE RESOLUTION NO. 2026-57. MOTION PASSED (5-0).

Proposed Resolution No. 2026-58- Foreclosure of 3138 A Road

Mayor El-Ramey opened public comment, there was none, so she closed public comment.

MOTION: COUNCILMEMBER KANE/ COUNCILMEMBER COLEMAN MOVED TO APPROVE RESOLUTION NO. 2026-58. MOTION PASSED (5-0).

Proposed Resolution No. 2026-59- Foreclosure of 1032 Hyde Park Road

Mayor El-Ramey opened public comment.

Robert Austin mentioned the alleged illegal rental activity and urged the Council to take action to address the issue. He referenced potential legal and financial implications and requested that the Town enforce applicable regulations.

Mayor El- Ramey closed public comment.

MOTION: COUNCILMEMBER KANE/ COUNCILMEMBER COLEMAN MOVED TO APPROVE RESOLUTION NO. 2026-57. MOTION PASSED (4-0). WITH COUNCILMEMBER STEPHENS ABSTAINING.

9. ***Proposed Resolution No.2026-60***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA NOMINATING A TOWN COUNCILMEMBER FOR AND SUPPORTING HIS/HER APPOINTMENT AS THE FLORIDA LEAGUE OF CITIES VOTING DELEGATE; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: VICE MAYOR SOOD/ COUNCILMEMBER COLEMAN MOVED APPROVE RESOLUTION NO. 2026-60 WITH MAYOR EL-RAMEY SELECTED AS THE FLORIDA LEAGUE OF CITIES VOTING DELEGATE. MOTION PASSED (5-0).

MAYOR EL-RAMEY RECESSED THE MEETING FOR A FIVE-MINUTE BREAK

MEETING RESUMED AT 8:33 PM

10. ***Proposed Resolution No. 2026-61:*** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING AN AGREEMENT WITH LANGTON ASSOCIATES, INC., RELATING TO GRANT WRITING AND CONSULTING SERVICES; PROVIDING FOR THE FUNDING OF AGREEMENT IN AN AMOUNT NOT TO EXCEED TEN THOUSAND DOLLARS ($10,000) TO BE FROM THE TOWN'S GENERAL FUND CONTINGENCY LINE ITEM; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

    Town Attorney Kurtz read the resolution into the record.

    Acting Town Clerk White stated that the Town is pursuing grant writing help, as more grant opportunities arise. She mentioned that while Town staff members have been assisting in grant related efforts, there is not a dedicated professional the manages the grant development process from start to finish. She provided a brief overview of Langton Associates, Inc and the grant writing services they offer.

    Council expressed their concern regarding the grant writing process and the lack of help there has been with grants in the past. There were also questions about what kind of deliverables the Town would receive at the end of this time period with them.

    A representative from Langton Associates, Inc addressed any concerns regarding deliverables, and stated that they would provide the Town with a needs assessment and strategic grants plan.

    Mayor El-Ramey opened public comment, there was none, so she closed public comment.

    MOTION: VICE MAYOR SOOD/ COUNCILMEMBER KANE MOVED TO APPROVE RESOLUTION NO.2026-61 FOR A 90-DAY TIME PERIOD AND $6,000. MOTION PASSED. (5-0).

11. ***Proposed Resolution No. 2026-62:*** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 3.2564 FOR GENERAL OPERATING BUDGET PURPOSES FOR FISCAL YEAR 2026/2027; RECOGNIZING THE ROLLED BACK MILLAGE RATE FOR FISCAL YEAR 2026/2027; APPROVING AND AUTHORIZING TRANSMITTAL OF THE FORM DR-420 TO THE PROPERTY APPRAISER; PROVIDING FOR THE ESTABLISHMENT OF AND SETTING FORTH THE DATE, TIME AND PLACE OF THE PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2026/2027 PROPOSED MILLAGE RATE AND TENTATIVE BUDGET; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

    Chief Financial Officer David DiLena of Projected Point provided a presentation regarding the preliminary FY 2027 Operating Budget. He stated that the main points of the presentation being that Staff is proposing to keep the millage rate at 3.2564, which is the same as last year;

the road and drainage assessment will be $310 per Acre; and the solid waste assessment will be $310.

Mayor El-Ramey clarified that this vote is only to determine the maximum rates. She said that these rates can go down after this meeting, but they cannot go up, so it is in the Councils best interest to go high as a starting point for the assessment rates.

Mayor El-Ramey opened public comment, there was none, so she closed public comment.

MOTION: COUNCILMEMBER KANE/ COUNCILMEMBER COLEMAN MOVED TO APPROVE RESOLUTION NO. 2026-62. WITH BUDGET HEARING ON SEPTEMBER 8 AND SEPTEMBER 23. MOTION PASSED (4-1) WITH VICE MAYOR SOOD DISSENTING.

Town Attorney Kurtz provided clarification that the September 23rd date will not be listed on the resolution, but will be the tentative date for the meeting. He stated that Council also directed the Finance Audit Advisory Committee (FAAC) to meet.

Mayor El-Ramey opened public comment.

Tracy Raflowitz asked what will be done with any additional revenue this budget season for residents.

Marianne Miles stated her disapproval of the increase in the road and drainage assessment. She urged the Council not raise costs for residents, and to look at businesses on Okeechobee Boulevard for financial support.

Virginia Standish showed her support for having Loxahatchee Groves children go to schools outside the Town. She also asked if the FAAC could review how property taxes are assessed, as she recounts a client of hers, who isn't being charged ad valorem or non-ad valorem taxes on their new home.

Mayor El-Ramey closed public comment. She stated that in a previous agenda review, it was suggested that FAAC could review property tax rules.

12. ***Proposed Resolution No. 2026-63***- A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE PROVISION OF RESIDENTIAL SOLID WASTE COLLECTION SERVICES AND FACILITIES AND PROGRAMS ("SOLID WASTE COLLECTION SERVICES") IN THE TOWN OF LOXAHATCHEE GROVES, FLORIDA; PROVIDING FOR PURPOSE AND DEFINITIONS; PROVIDING FOR LEGISLATIVE DETERMINATIONS; ESTABLISHING THE ESTIMATED RATE FOR THE SOLID WASTE COLLECTION SERVICES ASSESSMENT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A

PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

Town Attorney Kurtz read the resolution into the record.

Town Council discussion ensued regarding the rate of waste cans under the proposed resolution.

Mayor El-Ramey opened public comment, there was none, so she closed public comment.

MOTION: COUNCILMEMBER KANE/ COUNCILMEMBER COLEMAN MOVED TO APPROVE RESOLUTION NO. 2026-63 WITH A HEARING DATE OF SEPTEMBER 8. MOTION PASSED (5-0).

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

13. ***Proposed Resolution No. 2026-DD05***- A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE PROVISION OF DISTRICT SERVICES, INCLUDING WATER CONTROL MAINTENANCE AND REPAIR OF DRAINAGE AND ROADWAYS WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE DISTRICT; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR DISTRICT SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

District Attorney Kurtz read the resolution into the record.

Board Member Kane asked if staff could find neighboring rates from other areas for comparison.

Vice Chair Sood stated that in the future, he would like to see a commercial business district that can be taxed to avoid increasing costs on residents.

Mayor El-Ramey opened public comment, there was none, so she closed public comment.

MOTION: BOARD MEMBER KANE/ BOARD MEMBER COLEMAN MOVED TO APPROVE RESOLUTION NO. 2026-DD05 WITH A HEARING DATE OF SEPTEMBER 8. MOTION PASSED (4-1) WITH VICE CHAIR SOOD DISSENTING.

Mayor El-Ramey opened public comment.

Tracy Raflowitz asked what will be done with any additional revenue this budget season for residents.

Mayor El-Ramey closed public comment.

Council said they would choose tentative budget workshop dates at their upcoming workshop meeting.

RECONVENE TOWN COUNCIL MEETING

14. Discussion regarding the Loxahatchee Avenue Road Closure

Public Works Director Lower introduced the item to Council and provided supplemental materials regarding the possible road closure. He stated that the possible road closure was suggested, due to traffic patterns flowing from Southern Outdoor Lawn Equipment onto Loxahatchee Avenue then Tangerine Drive, rather than traffic flowing onto Southern Boulevard. He commented that if Loxahatchee Avenue were to be closed, Southern Outdoor Lawn Equipment would have to open another exit for emergency cases.

Mayor El-Ramey opened public comment.

Cassie Suchy questioned if there would need to be another exit for emergencies, and that she would like to see the rule that states that.

A legal representative from Southern Outdoor Lawn Equipment discussed traffic calming measures and suggested signage to address the issue.

Mayor El-Ramey closed public comment.

Councilmember Stephens asked if the property owners could pay for these signs and put them on their property for vehicles turning out of the business.

Council agreed that they would like to see the approved site plan and to discuss the item again at the August 4th Town Council meeting.

15. Discussion regarding the Town Attorney's Contract

Council discussed the Town Attorney's contract and the overall effectiveness of the in-house model.

Attorney Kurtz stated he intends to fulfill his current contract and will notify Council with ample time if he wishes to continue future service.

Council discussed evaluating the in-house model by reviewing legal costs, outstanding items, and overall performance.

Mayor El-Ramey noted that letters of interest had been received from outside law firms for consideration as part of the evaluation.

Mayor El-Ramey opened public comment.

Tracy Raflowitz asked for Town Staff to provide comparisons between an in-house model and outside firms.

Mayor El-Ramey closed public comment.

TOWN STAFF COMMENTS

Public Works Director

16. Discussion and Direction Regarding the Removal of Double Yellow Thermoplastic Pavement Striping from the FY25 Paving Project

Public Works Director Lower presented the item and stated that Gary Clough, the Town Civil Engineer, and Simmons and White, the Towns Traffic Engineers, recommend leaving the double yellow lines on any newly paved roads.

Council disagreed with the Engineers and did not want the double yellow lines, as they believed many of the roads are not wide enough to accommodate the lines.

Council asked if Mr. Lower could reach out to the engineers regarding possible signage if Council respectfully declines the use of double yellow lines.

He announced that F Road to Kerry Lane will be closed July 8th.

Town Attorney Kurtz had no comments.

Town Manager comments were made by Kenthia White. Ms. White thanked Council for 4th of July favors to staff and that any communications for Acting Town Manager Valerie Oakes can be sent to her.

Community Standards Director Gardner-Young announced that starting July 1st , business owners in the Town can renew their Business Tax Receipts (BTR). She also asked for direction on what Council would like the Unified Land Development Code Committee to discuss (ULDC).

Councilmember Kane suggested they discuss the idea of a linear trail in the Town.

TOWN COUNCILMEMBER COMMENTS

William "Joe" Stephens, Councilmember (Seat 1) brought attention to a falling chain link fence on the corner of Folsom Road and Okeechobee Boulevard.

Ms. Gardner-Young said that she will mention the matter to the Code Enforcement team.

Anita Kane, Councilmember (Seat 3) asked that by July 17th staff coordinate the dates for the FAAC committee to meet about the budget cycle.

Paul T. Coleman II, Councilmember (Seat 4) noted that Council does not take any items they discuss lightly and that they will be working hard during budget season.

Manish Sood, Vice Mayor (Seat 5) requested to have the road paving schedule be posted on the website. He requested that staff create a "concerns form" or button on the website to report concerns/issues to the Town, as well as a live issue form from Public works to let residents know that the Public Works Department is aware of resident concerns. He addressed the concern made about children in the Town going to neighboring schools in the area.

Mayor El-Ramey said she would bring it up at her meeting with the County Commissioner.

Vice Mayor Sood asked for a follow up on Town Manager investigations and Ms. White said that they are waiting to speak to Mr. Kurtz, and she will ask outside Counsel Simpson for an update to be sent to Council.

MOTION: COUNCILMEMBER KANE/ COUCILMEMBER COLEMAN MOVED TO EXTEND THE MEETING. MOTION PASSED (5-0).

Lisa El-Ramey, Mayor (Seat 2) briefly touched on her meeting with County Commissioner Sara Baxter, that included discussion regarding the school board. She mentioned that there is a flyer on the website regarding volunteering for the anniversary celebration happening in November. She questioned if it was possible to allocate money that was given for the Canal Bank Stabilization to water control structures along Okeechobee Boulevard.

Attorney Kurtz said that those funds can be allocated.

Mayor El- Ramey asked if there was any update on cost recovery for the Town and requested that an update regarding the 20th anniversary be made.

Councilmember Kane said she can provide an update during the workshop.

ADJOURNMENT

Meeting was adjourned by Councilmember Kane and seconded by Councilmember Coleman. Motion passed (5-0). Meeting adjourned at 10:47 P.M.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor Lisa El-Ramey, Seat 2

Acting Town Clerk

Vice Mayor Manish Sood, Seat 5

Councilmember William “Joe” Stephens, Seat 1

Councilmember Anita Kane, Seat 3

Councilmember Paul Coleman II, Seat 4

EXHIBIT A

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

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
STEVENS WILLIAM JOSEPH	LOXAHATCHEE GROVES TOWN COUNCIL
MAILING ADDRESS 11102 HYDE PARK ROAD	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY LOXAHATCHEE COUNTY PALM BEACH	NAME OF POLITICAL SUBDIVISION: TOWN COUNCIL MEMBER
DATE ON WHICH VOTE OCCURRED JULY 7, 2026	MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

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

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

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

* * * * * * * * * * * * * * * *

ELECTED OFFICERS:

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

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

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

* * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

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

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

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

APPOINTED OFFICERS (continued)

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

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

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

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, JOE STEPHENS, hereby disclose that on JULY 7, 20 26:

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

X inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____ ;

___ inured to the special gain or loss of my relative, _____ ;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

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

NEIGHBORING PROPERTY

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

JULY 7, 2026
Date Filed

Signature

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

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

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

FROM: **Jeffrey S. Kurtz, Esq., Town Attorney**

DATE: **August 4, 2026**

SUBJECT: **Groves Medical Plaza – Site Plan Amendment and Variance Request for Continuance**

Legal Sufficiency:	☒ **Reviewed**	☐ **Not Reviewed**
	☒ **Approved**	☐ **Not Approved**

Background:

The applicant has contacted Town staff and requested this matter be continued, as their primary consultant is not available on August 5, 2026. Please see attached email request for the continuance.

Section 120-070 of the Town's ULDC suggests that a first request by an applicant to reschedule a matter generally be granted, but it is within the sole discretion of the Town Council.

Section 120-070. Continuances and deferrals.

(A) The board shall consider requests for continuances made by staff, the applicant, or a party intervenor and may grant continuances in its sole discretion. Generally, as a courtesy, one continuance shall be granted if requested by staff or the applicant. If, in the opinion of the board, any testimony or documentary evidence or information presented at the hearing justifies allowing additional time to research or review in order to properly determine the issue presented, then the board may continue the matter to a time certain to allow for such research or review. A request for a continuance for the purpose of additional research and review may be granted upon a showing of good cause.

(B) No additional notice shall be required if a hearing is continued to a fixed date, time and place.

If the Town Council were to review the request favorably, it is suggested that the matter be continued to a date and time certain in chambers at Town Hall, so that no additional notice of the hearing is required.

Recommendation/Motion:

Staff recommendation is to continue the hearing and consideration of the site plan amendment and variance requested in Resolution No. 2026-51 and 2026-52 to the Council's September 8, 2026, meeting beginning at 6 pm.

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

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

FROM: **Caryn Gardner-Young, Development Standards Director**

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

DATE: **August 4, 2026**

SUBJECT: **Groves Medical Plaza – Site Plan Amendment and Variance**

Legal Sufficiency:	☒ **Reviewed**	☐ **Not Reviewed**
	☒ **Approved**	☐ **Not Approved**

Background:

The applicant is seeking Site Plan Amendment for approval of a Master Sign Plan and variance approval for addition of a new monument sign on F Road and modification to an existing monument sign along Southern Blvd.

The Applicant is seeking the following:

1. Site Plan Amendment approval for a Master Sign Plan including the installation of door signage, one (1) new wall-mounted sign, and the construction and update of two monument signs identified as "Monument Sign A" and "Monument Sign B." The proposal also includes the relocation of Monument Sign B from its previously approved location. Although Monument Sign B was approved as part of an earlier application, it was never constructed.
    a. Door Signage (considered window sign since proposed door is glass)
        i. Sign face – 6 sq feet or 20% of any window which is less. Allowed: 2.7 sq feet (20% of 13.5) Proposed 2.6 MEETS
        ii. Number : Maximum 3 per tenant. Allowed: 3 signs Proposed is one. MEETS
    b. Wall Mounted Sign
        i. Sign Number – 1 per building but located on corner permitted a second wall sign at 50% of square footage of the primary sign. MEETS since this is the primary wall sign. A second wall sign is not being requested.
        ii. Sign design and dimensions – Carved or channel styled letters, symbols and logos only. Proposed: Channel style letters MEETS
        iii. Sign Face – 1 square foot of building frontage or 36 square feet whichever is less. Not exceed 75% of the building length. Proposed 34.27 square feet and less than 75% of building - MEETS
    c. Monument signs
        i. Monument Sign A

1. Number and Location - Section 90-040.B.5.b.i of the ULDC states that one monument sign is permitted per driveway. DOES NOT MEET. The proposed sign is NOT located by the driveway. A variance request has been submitted and being reviewed concurrently for the monument sign location.
2. Sign face – Max. 72 square feet – Proposed 58.3 square feet – MEETS
3. Sign design – Carved or channel styled letters, symbols and logos – Proposed – Channel lettering MEETS
4. Sign Dimensions – Maximum 8' high and maximum 12 feet in length – Proposed 8 feet in height and 11 feet in width

ii. Monument Sign B (secondary sign)

1. Number and Location - One monument sign is permitted per driveway. Sign is located at F Road driveway. MEETS
2. Sign face – Max. 12 square feet – Proposed 11.69 sq. ft. square feet – MEETS
3. Sign design – Carved or channel styled letters, symbols and logos – Proposed: Channel lettering MEETS
4. Sign Dimensions – Maximum 5' high – Proposed 4 feet 7/8 inches in height MEETS
5. Secondary Signs - Located within 40 feet from the structure and setback at least 20 feet from all property lines. MEETS

2. Variance for the addition of a new monument (never built) sign along F Road.
   a. Monument Sign
      1. Number and Location - Section 90-040.B.5.b.i of the ULDC states that one monument sign is permitted per driveway. DOES NOT MEET. The proposed Monument Sign A sign is NOT located by the driveway.

Town Staff has evaluated the signs requested and determined that the proposed signs comply with the Town's sign regulations except for the sign under the variance request. When the monument sign on Southern Blvd was approved, the site was considered one building so there was no monument sign location limitation. However, the applicant has leased space out so the building is now defined as a multi-tenant building where the monument signs can only be located at driveways.

The applicant's justification statement outlines why the requests should be approved and how they meet the Town's code requirements.

The Planning and Zoning Board voted (3-1) to approve the Site Plan Amendment (Master Sign Plan) without the sign which was requested in the Variance request and voted twice on the Variance request. The first Motion which was to deny the variance application ended in a 2-2 vote, so it did not pass. Then a second Motion was made which was to approve the variance application ended in a 2-2 vote, so it did not pass.

Town Staff has provided conditions of approval should a Motion to approve be considered.

Fiscal Impact:
None.

Recommendation/Motion:

Since this is a legislative matter, Town Staff does not provide a recommendation. The Town Council should discuss and determine if the applicant met the requirements for the approval of a Site Plan Amendment and Variance. The Town Council can approve, approve with conditions or deny Resolutions 2026- 51 and 2026-52,.

RESOLUTION NO. 2026-51

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A SIGN-RELATED VARIANCE FOR AN ADDITIONAL MONUMENT SIGN NOT LOCATED AT A DRIVEWAY, CONSISTING OF APPROXIMATELY 3.43 ACRES, GENERALLY LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND "F" ROAD WITH AN ADDRESS OF 13475 SOUTHERN BLVD; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Variance Application has been submitted to the Town of Loxahatchee Groves (the "Town") by Groves Medical Plaza, LLC (the "Applicant") seeking approval of sign-related variance for installation of a monument sign which is not located at a driveway ("Development") on the property located at 13475 Southern Blvd ; and

WHEREAS, the site for the Development is, generally located at the northeast corner of Southern Boulevard and F Road and possesses an address of 13475 Southern Blvd ("Subject Site"); and

WHEREAS, the requested variance pertains to an additional monument sign not located at a driveway; and

WHEREAS, signs are regulated by Article 90 of the Unified Land Development Code; and

WHEREAS, variances are regulated by Article 150 of the Unified Land Development Code; and

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida ("Town"), pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, is authorized and empowered to consider development applications for development on property within the Town; and

WHEREAS, the Town Planning and Zoning Board (P&Z Board), at its meeting on July 14, 2026 did not approve or deny the Variance Application since a vote to approve the petition and a vote to deny the petition was tied (2-2); and

WHEREAS, the aforementioned Application was presented to the Town Council at a quasi-judicial public hearing conducted on August 4, 2026, and

WHEREAS, the Town Council has considered the evidence and testimony presented by the Applicant and other interested parties and the recommendations of Town staff and Town P&Z Board.

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

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

Section 2. The Variance Applications are hereby approved, subject to compliance with all of the following conditions to be satisfied by the Applicant:

1. Monument Sign A must be located and per the design as outlined in this Resolution and Site and Architectural Plans.
2. Applicant shall pay to the Town of Loxahatchee Groves an amount equal to the total expenses incurred by the Town in the processing and finalizing of the development applications prior to issuance of any permit. This includes, but may not be limited to, expenses for planning, legal, advertising, and landscape review, and any related expenses that the Town has or will incur as a direct cost of the application.
3. Failure to comply with all requirements as set forth herein shall constitute a violation of the land development code and shall be enforceable as such.

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

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

Section 5. This Resolution shall become effective immediately upon adoption.

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS _____ DAY OF _____, 2026.

ATTEST:

_____

Acting Town Clerk

APPROVED AS TO LEGAL FORM:

_____

Office of the Town Attorney

_____ *Voted:___*
Mayor Lisa El-Ramey, Seat 2

_____ *Voted:_____*
Vice Mayor Manish Sood, Seat 5

_____ *Voted:___*
Councilmember Anita Kane, Seat 3

_____ *Voted:_____*
Councilmember Paul Coleman, Seat 4

_____ *Voted:_____*
Councilmember William "Joe" Stephens, Seat 1

EXHIBIT A – LEGAL DESCRIPTION AND LOCATION MAP

The South 700 feet of the West 310 feet of that part of Tract 5, Block K, lying North of State Road 80, replat of Loxahatchee Groves subdivision, Section 33, Township 43 South, Range 41 East, recorded in Plat Book 12, Page 29, public records of Palm Beach County, Florida

Less and except that portion acquired by the Order of Taking recorded in O.R. Book 5444, Page 1644 described as follows:

That part of Tract 5 in Block K of LOXAHATCHEE GROVES, according to the plat thereof, as recorded in Plat Book 12, Page 29 of the Public Records in Palm Beach County, Florida, said part being more particularly described as follows:

Commence at the Northwest corner of Section 33, Township 43 South, Range 41 East: thence S 01°22'50" W a1ong,the West line of said Section. 33 a distance of 3524.15 feet to the Baseline of Survey for State Road 80; thence 88" 26' 59" E a distance of 197.34 feet ; thence S 88"29'13" E a distance of 2418.09 feet; thence N 01"30'47" E a distance of 50.00 feet to the Northerly Existing Right of Way for State Road 80 and the POINT OF BEGINNING: thence N 02 15'12" E a distance of 267.84 feet; thence S 87 44'48" E a distance of 776.00 feet; thence S 02 15' 12" W a distance of 111.84 feet; thence S 43 07'00" E a distance of 49.18 feet; thence S 88 29'13" E a distance of 198.61 feet; thence S 02 14'53" W a distance of N 88 29'13" W a distance of 309.68 feet to the POINT OF BEGINNING.

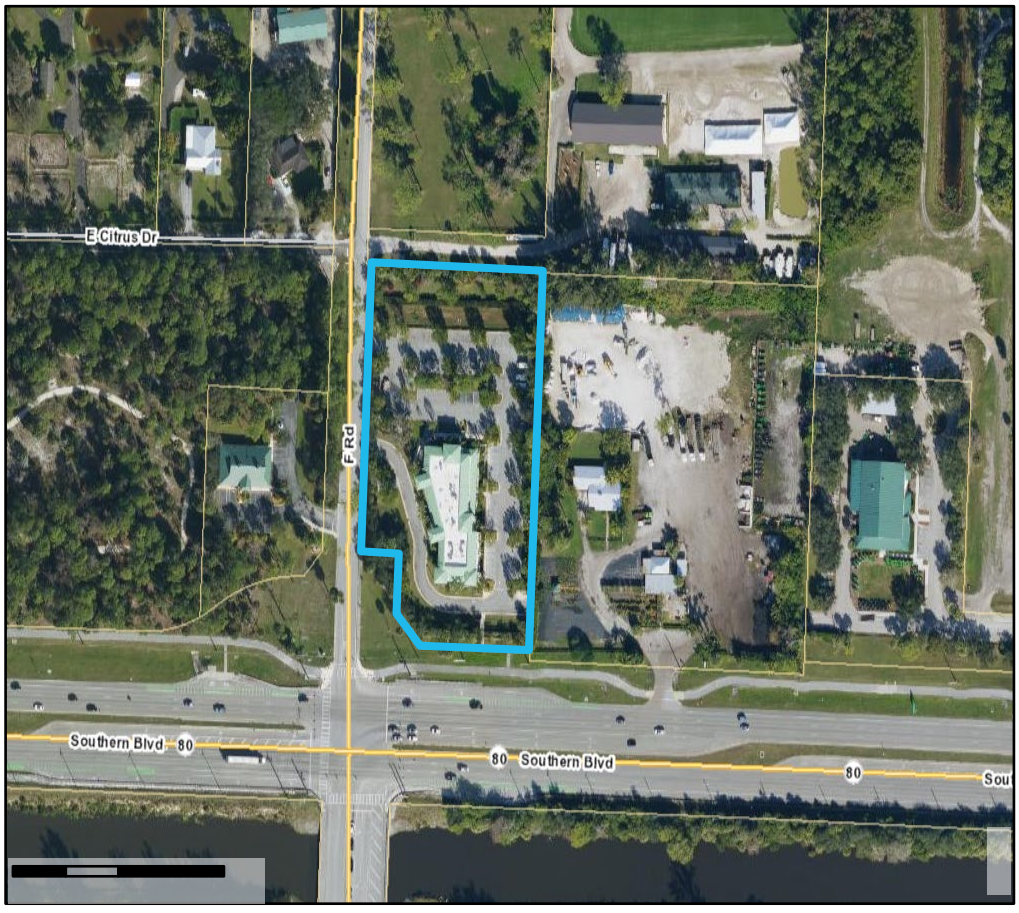


EXHIBIT B – APPLICATIONS, PLANS, AND PROJECT NARRATIVE

RESOLUTION NO. 2026-52

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A SITE PLAN AMENDMENT APPLICATION TO APPROVE A MASTER SIGN PLAN AND MODIFICATIONS TO AN EXISTING MONUMENT SIGN ALONG SOUTHERN BLVD. FOR THE GROVES MEDICAL PLAZA, CONSISTING OF APPROXIMATELY 3.43 ACRES, GENERALLY LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND "F" ROAD, MORE SPECIFICALLY LOCATED AT 13475 SOUTHERN BLVD.; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, a Site Plan Amendment Application and a Master Sign Plan Application have been submitted to the Town of Loxahatchee Groves (the "Town") by Groves Medical Plaza LLC (the "Applicant") seeking approval to modify an existing monument sign along Southern Blvd and approval of a Master Sign Plan for the Groves Medical Plaza located at 13475 Southern Blvd (Subject Property); and

WHEREAS, the existing medical offices and professional uses are a permitted use within a Commerical Low Office zoning district; and

WHEREAS, the Applicant requests approval of a Site Plan Amendment for a Master Sign Plan to include the installation of door signage, one (1) new wall-mounted sign, and the construction and update of two monument signs identified as "Monument Sign A" and "Monument Sign B." The proposal also includes the relocation of Monument Sign B from its previously approved location; and

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida ("Town"), pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, is authorized and empowered to consider applications relating to Site Plan Amendments and Master Sign Plans for development on property within the Town; and

WHEREAS, the Council, pursuant to Article 2 (Development Review Process) of the Town of Loxahatchee Groves Unified Land Development Code is authorized and empowered to consider, approve, approve with conditions or deny Site Plan Amendments; and

WHEREAS, the notice and hearing requirements, as provided for in Article 2 of the Town of Loxahatchee Groves Unified Land Development Code have been satisfied; and

WHEREAS, the Town Planning and Zoning Board (P&Z Board), at its meeting on July 14, 2026 recommended denial of the Site Plan Amendment Application and the Master Sign Plan (4-0); and

WHEREAS, the aforementioned Applications were presented to the Town Council at a quasi-judicial public hearing conducted on August 4, 2026; and

WHEREAS, the Town Council has considered the evidence and testimony presented by the Applicant and other interested parties and the recommendations of Town staff and Town P&Z Board.

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

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

Section 2. The Site Plan Amendment Application and the Master Sign Plan are hereby approved, subject to compliance with all of the following conditions to be satisfied by the Applicant:

1. Master Sign Plan shall be subject to approval of Resolution No. 2026-52 for the requested variances.
2. Applicant shall pay to the Town of Loxahatchee Groves an amount equal to the total expenses incurred by the Town in the processing and finalizing of the development applications prior to issuance of any permit. This includes, but may not be limited to, expenses for planning, legal, advertising, and landscape review, and any related expenses that the Town has or will incur as a direct cost of the application.
3. Failure to comply with all requirements as set forth herein shall constitute a violation of the site plan and the land development code and shall be enforceable as such.

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

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

Section 5. This Resolution shall become effective immediately upon adoption.

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS _____ DAY OF _____, 2026.

ATTEST:

_____ *Voted:___*
Mayor Lisa El-Ramey, Seat 2

_____
Acting Town Clerk

_____ *Voted:_____*
Vice Mayor Manish Sood, Seat 5

_____ *Voted:___*
APPROVED AS TO LEGAL FORM: Councilmember Anita Kane, Seat 3

Office of the Town Attorney

Voted: _____
Councilmember Paul Coleman, Seat 4

Voted: _____
Councilmember William “Joe” Stephens, Seat 1

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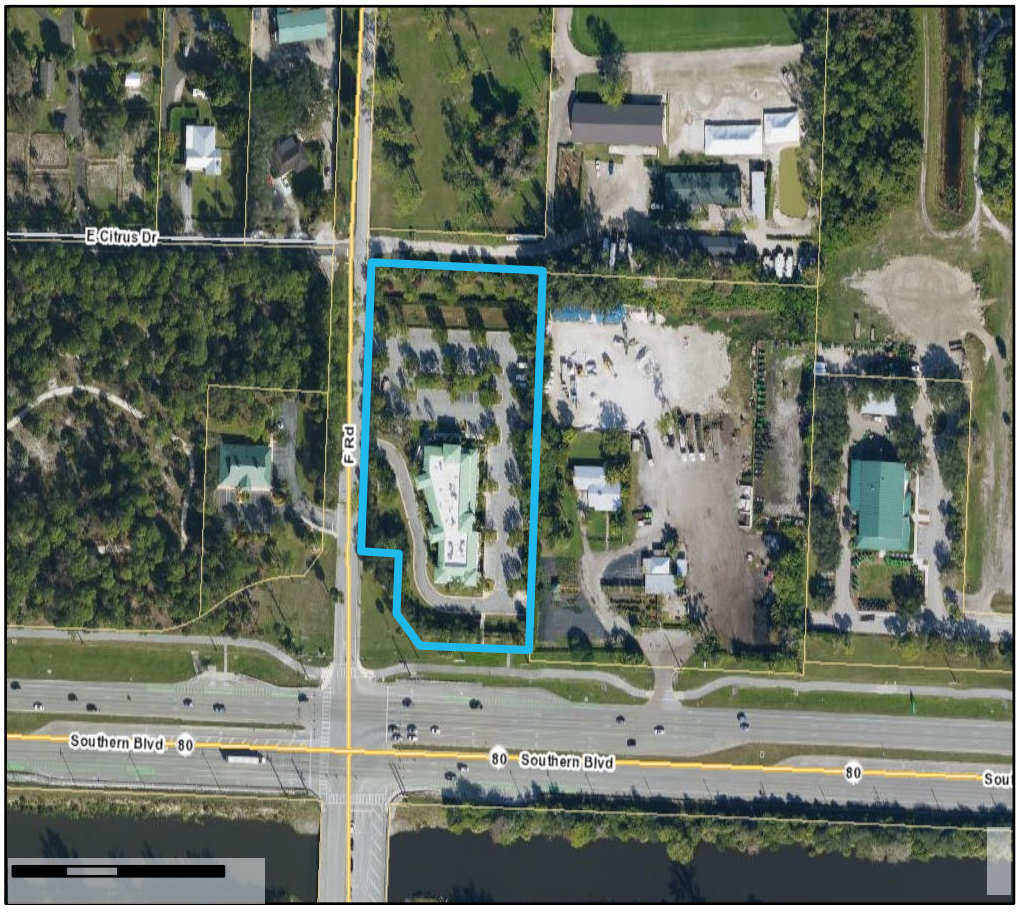


EXHIBIT B – APPLICATIONS, PLANS, AND PROJECT NARRATIVE

COMMUNITY STANDARDS DEPARTMENT
STAFF REPORT AND ANALYSIS
Dated: July 1, 2026, and amended July 20, 2026

I. Project Description:

Project: Groves Medical Plaza

Petitioner: Groves Medical Plaza LLC
PO Box 2406
Jupiter Florida 33468

Request: Site Plan Amendment for approval of a Master Sign Plan and variance approval for addition of a new monument sign on F Road and modification to an existing monument sign.

Location: 13475 Southern Blvd, Loxahatchee Groves

II. Site Data:

Existing Use: Professional/Medical Office Building

Proposed Use: No change

Parcel Control Number: 41-41-43-33-05-001-0000

Parcel Size: 3.43 acres

Existing Future Land Use Designation: Commerical Low Office (CLO)

Proposed Future Land Use Designation: No change

Existing Zoning: Commercial Low Office (CLO)

Proposed Zoning: No change

Table 1: Surrounding Existing Land Use, Future Land Use, Zoning District:

Direction	Existing Land Use	Future Land Use	Zoning District
North	Vacant	Rural Residential (RR5)	Agricultural Residential (AR)
South	Southern Blvd	Right of Way	Right of Way
East	John Deere	Rural Residential (RR5)	Agricultural Residential (AR)
West	Town Hall	Parks and Recreation (PARKS)	Public Ownership (PO)

III. Annexation/Zoning History:

The subject site received approval from the Palm Beach County Board of County Commissioners to rezone the property from AR-Agricultural Residential to CLO- Commercial Low Office by way of Resolution R-2006-0156 adopted January 26, 2006. The Palm Beach County Board of County Commissioners approved a Class A Conditional Use to allow a 22,342 square foot medical or dental office in the Limited Office Commerical Zoning District by way of Resolution R-2006-0157 also adopted January 26, 2006. The subject property was annexed into the Town of Loxahatchee Groves and maintained its Palm Beach County land use and zoning designations. Resolution 2016-21 approved a site plan amendment (SPA 2016-02) which allowed professional offices as well as medical offices. A Rezoning application was approved by the Town to rezone the property from Palm Beach County Limited Office Commerical to Town Commerical Low Office.

IV. Data and Analysis:

The Applicant is seeking the following:

1. Site Plan Amendment approval for a Master Sign Plan including the installation of door signage, one (1) new wall-mounted sign, and the construction and update of two monument signs identified as "Monument Sign A" and "Monument Sign B." The proposal also includes the relocation of Monument Sign B from its previously approved location. Although Monument Sign B was approved as part of an earlier application, it was never constructed.
    a. Door Signage (considered window sign since proposed door is glass)
        i. Sign face – 6 sq feet or 20% of any window which is less. Allowed: 2.7 sq feet (20% of 13.5) Proposed 2.6 MEETS
        ii. Number : Maximum 3 per tenant. Allowed: 3 signs Proposed is one. MEETS
    b. Wall Mounted Sign
        i. Sign Number – 1 per building but located on corner permitted a second wall sign at 50% of square footage of the primary sign. MEETS since this is the primary wall sign. A second wall sign is not being requested.
        ii. Sign design and dimensions – Carved or channel styled letters, symbols and logos only. Proposed: Channel style letters MEETS
        iii. Sign Face – 1 square foot of building frontage or 36 square feet whichever is less. Not exceed 75% of the building length. Proposed 34.27 square feet and less than 75% of building - MEETS
    c. Monument signs
        i. Monument Sign A
            1. Number and Location - Section 90-040.B.5.b.i of the ULDC states that one monument sign is permitted per driveway. DOES NOT MEET. The proposed sign is NOT located by the driveway. A variance request has been submitted and being reviewed concurrently for the monument sign location.
            2. Sign face – Max. 72 square feet – Proposed 58.3 square feet – MEETS

3. Sign design – Carved or channel styled letters, symbols and logos – Proposed – Channel lettering MEETS
4. Sign Dimensions – Maximum 8’ high and maximum 12 feet in length – Proposed 8 feet in height and 11 feet in width

ii. Monument Sign B (secondary sign)

1. Number and Location - One monument sign is permitted per driveway. Sign is located at F Road driveway. MEETS
2. Sign face – Max. 12 square feet – Proposed 11.69 sq. ft. square feet – MEETS
3. Sign design – Carved or channel styled letters, symbols and logos – Proposed: Channel lettering MEETS
4. Sign Dimensions – Maximum 5’ high – Proposed 4 feet 7/8 inches in height MEETS
5. Secondary Signs - Located within 40 feet from the structure and setback at least 20 feet from all property lines. MEETS

2. Variance for the addition of a new monument (never built) sign along F Road.
   a. Monument Sign
      1. Number and Location - Section 90-040.B.5.b.i of the ULDC states that one monument sign is permitted per driveway. DOES NOT MEET. The proposed Monument Sign A sign is NOT located by the driveway.

SITE PLAN AMENDMENT

A Site Plan Amendment is approved if the substantive requirements are met. Section 155-020 outlines these requirements as follows:

(A) Conformance to the approved and/or recorded plat, if applicable.
(B) Consistency with the Town of Loxahatchee Groves' Comprehensive Plan.
(C) Conformity to the Town of Loxahatchee Groves ULDC.
(D) Conformity to the water control district's requirements and regulations.

Conformance to the approved and/or recorded plat, if applicable.
Since there are no changes to the approved and/or recorded plat, this requirement does not apply.

Consistency with the Town of Loxahatchee Groves' Comprehensive Plan.
The applicant stated: The proposed Site Plan Amendment is consistent with the goals, objectives, and policies of the Town of Loxahatchee Groves Comprehensive Plan and reflects the Town’s principles for managing and guiding future growth and development.

There are no specific signage regulations within the Comprehensive Plan. Policy 1.3.1 of the Future Land Use Element states that the Town shall adopt architectural guidelines for non-residential development that reflect and update the Rural Vista Guidelines. A copy of the Rural Vista Guideline was provided to the applicant.

Conformity to the Town of Loxahatchee Groves ULDC.
The applicant stated: The proposed Site Plan Amendment complies with the provisions of the Town of Loxahatchee Groves Unified Land Development Code, except for the minor variance requested regarding the location of Monument Sign A.

Town Staff have reviewed the proposed signage in compliance with the Town's Unified Land Development Code and determined that the signs meet the code requirements except for Monument Sign A location.

Conformity to the water control district's requirements and regulations.
The applicant stated: The proposed Site Plan Amendment has been designed to comply with the requirements and regulations of the Town of Loxahatchee Groves Water Control District and is therefore consistent with applicable district standards.

The applicant's request does not impact on the Loxahatchee Groves Water Control District.

VARIANCE

Section 150-020 outlines the criteria that must be met to grant a variance:

(A) That special conditions and circumstances exist which are unique to the property in question, or to the intended use of the property, that do not generally apply to other properties in the same zoning district;
(B) That any alleged hardship is not self-created by any person having an interest in the property and is not the result of mere disregard for, or ignorance of, the provisions of the Code, but is instead the result of one or more of the special condition(s) found above;
(C) That literal interpretation of the Code would deprive the applicant of reasonable use of the property, in that the applicant would be deprived of rights commonly enjoyed by properties in the same zoning district, and would thereby cause an unnecessary and an undue hardship;
(D) That the variance proposed is the minimum variance that will make possible the reasonable use of the property and it will not confer on the applicant any special privilege that is denied to any other properties in the same zoning district;
(E) That the granting of the variance will be in harmony with the general intent and purpose of the Code and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Special Conditions
The applicant stated: Special conditions and circumstances exist that are unique to the subject property due to its location on a corner lot with frontage on two public streets. This configuration creates distinct wayfinding and visibility challenges that do not apply to interior lots within the same zoning district. The proposed second monument sign is necessary to provide clear identification and guidance for vehicles and pedestrians approaching the site from multiple directions, improving access and safety. These conditions are specific to the property's location and are not common to other properties in the district.

Town Staff is not aware of any other corner lots on Southern Blvd that were permitted to install two monument signs.

Hardship
The applicant stated: The need for Monument Sign A does not result from a self-created hardship, nor from disregard or ignorance of the Code. Instead, it arises directly from the property's unique conditions, including its location on a corner lot with frontage on two public streets but only a single driveway entrance. This configuration creates inherent challenges for wayfinding and visibility for both vehicles and pedestrians approaching from multiple directions. The request for a second monument sign along the street frontage without a driveway is a reasonable response to these site-specific conditions and is intended to improve site identification, access, and safety.

Literal Interpretation
The applicant stated: A literal interpretation of the Code would deprive the applicant of reasonable use of the property by limiting adequate wayfinding for a corner lot with frontage on two public streets. Unlike interior lots, the property must accommodate multiple approach directions. Denial of Monument Sign A would place the property at a disadvantage compared to others in the zoning district and create an unnecessary and undue hardship related to visibility.

Minimum Variance
The applicant stated: The proposed Monument Sign A located not on a driveway entrance represents the minimum variance necessary to provide reasonable wayfinding for the property, given its location on a corner lot with frontage on two public streets and only one driveway entrance. The request is limited in scope and is intended solely to address visibility challenges. It does not confer any special privilege beyond what is necessary for reasonable use, nor does it provide an advantage not available to other properties in the same zoning district that have similar corner-lot conditions.

Harmony
The applicant stated: Granting the variance to allow Monument Sign A to be located away from a driveway entrance is consistent with the intent of the Code, as it supports safe and effective wayfinding for a corner lot with frontage on two public streets. The proposed sign will enhance visibility without adversely affecting surrounding properties and will not be detrimental to the character of the area or the public welfare.

V. Planning and Zoning Board Recommendation:

The Planning and Zoning Board voted (3-1) to approve the Site Plan Amendment (Master Sign Plan) without the sign which was requested in the Variance request and voted twice on the Variance request. The first Motion which was to deny the variance application ended in a 2-2 vote so it did not pass. Then a second Motion was made which was to approve the variance application ended in a 2-2 vote, so it did not pass.

VI. Staff Recommendation:

Approval of SPA-04-2026-02 with the following conditions:

1. The most stringent requirements of Exhibit "A" Development Review Committee Report and Recommendation dated July 1, 2026 and amended July 20, 2026, and strict compliance with the Exhibits listed below, which are attached hereto and made part hereof as Exhibit "B"

    a. Architectural Plans prepared by Oliveri Architects (AS1, A1-A3) stamp-dated September 23, 2022,
    b. Photometric Plan prepared by Oliveri Architects (EP1 – EP2) stamp-dated September 23, 2022,
    c. Site Plan prepared by Bowman Consulting (C1.0) stamped-dated September 23, 2022
    d. Detail Sheets prepared by Bowman Consulting (D1.0-D4.0) stamp-dated September 23, 2022
    e. Landscape Plans prepared by Bowman Consulting (L-1-L-6) stamp-dated September 23, 2022

2. The site shall be developed in accordance with the approved Variance (SE 22-01). (Planning)
3. The site plan shall be revised as necessary to reflect all conditions of approval and resubmitted prior to the issuance of building permits. (Planning)
4. Non-compliance with any of the conditions of approval will result in withholding of the issuance of building permits or a Certificate of Occupancy. (Planning and Building)

Attachments:

1. Application and Plans

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

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

FROM: **Complete Cities Planning Group, Planning Consultant**

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

DATE: **August 4, 2026**

SUBJECT: **Approval of *Ordinance No. 2026-03* for construction of a Panda Express within the Groves Town Center**

Legal Sufficiency:	☒ **Reviewed**	☐ **Not Reviewed**
	☒ **Approved**	☐ **Not Approved**

Background and Summary:

The Groves at Town Center is generally located north of Southern Blvd. and east of B Road. The Groves at Town Center site measures approximately 90 acres and is approved as a Planned Unit Development ("PUD"). The PUD approval includes an overall master plan with conditions of approval. CPH, LLC (the "Applicant") has petitioned the Town of Loxahatchee Groves for approval of an approximately 2,700 square foot fast food establishment, Panda Express (the "Development"). The subject site is 0.94 acres, and is located along Southern Blvd., between the approved Culvers and dental office sites (the "Subject Site").

The Applicant submitted the following applications for consideration:

- Master Plan Amendment to revise previous conditions of approval to allow for additional waivers to be considered by the Town Council (Condition of Approval H, Ord. 2024-10) and to revise the tabular data to show the reduction of remaining square footage within the PUD. The additional potential waivers are as follows:

  1. Relief from ULDC Section 95-025 *Size of parking spaces*. To allow the property in Pod B-3 to have Reduced-Size parking spaces, including reduced size handicap parking spaces.

  2. Relief from ULDC Section 90-075 *Loading Zone NTE 30' from Building.* To allow the loading zoning on Pod B-3 to be located further than 30 feet from the building.

  3. Relief from ULDC Section 85-055.B.2 *Additional interior open space requirements.* To allow the building on Pod B-3 to have less than the required 40 percent of lineal frontage of the structure to be painted with shrubs.

The following application information is provided for reference, and will be considered at the September 2026 Council meeting:

- Site Plan Application inclusive of a Master Sign Plan (on-site) and the following waivers:
  - Reduced parking stall dimensions (Code Sec. 95-025)
  - Extended loading zone distance (Code Sec.95-075)
  - Percentage of façade screened by landscaping (Code Sec. 85-055.B.2)
- Variances pertaining to on-site signage
  - Number of permitted signs (Code Sec. 90-40.B)
  - Size of Menu Boards (Code Sec. 90-040.B.5.a)
  - Type of signs (Code Sec. 90-40.B)

Overall, site access is provided from Avocado Ave. to the north, as well as through cross access easements with the adjacent properties. The Development incorporates a dual drive-thru lane configuration along the western property line, while the restaurant is located at the center of the Site. The perimeter of the Site is generally used for parking and circulation, buffered by landscaping. Outdoor dining is not proposed. For reference, the Applicant provided additional analyses pertaining to stacking and queuing and parking as supplemental materials to support the proposed site design.

The Town's standards regulating the consideration and granting of waivers are set forth in Section 41-020 (E) which reads as follows:

(E) *Waiver of property development regulations.*

(1) A waiver of a specific property development regulation in this Code may be requested as part of the application for PUD approval provided that, in no event, shall use, density or intensity limitations be exceeded. Any waiver shall be approved by the Town Council under Section 41-010 (E)(2) and, in addition, demonstrate that such waiver is necessary to best meet the PUD design objectives and standards stated in Section 41-030(A). The Town Council shall have the authority to grant a waiver of provisions of this Code relating to the following:

a. Height.

b. Setbacks.

c. Parking and loading.

d. Landscaping and buffers.

e. Separation of uses.

f. Plot coverage.

g. Such other provisions of this Code which do not specifically prohibit such requests.

(2) A waiver or waivers may be granted to a proposed PUD upon demonstration of significant contributions to implementing Town planning objectives and maintaining its rural character. In order to determine the significance of a proposed waiver, the applicant must justify said waiver or waivers by addressing the following items in the Statement of Use:

a. Identification, protection and enhancement of natural areas.

b. Provision of open space and landscaping in excess of Code requirements.

c. Provision of pervious area in excess of Code requirements.

d. Preservation of native vegetation.

e. Joint use of driveways.

f. Cross-access opportunities.

g. Additional specific Comprehensive Plan or other Town planning directives.

(3) A waiver request shall be included in the Statement of Use required in Section 41-030(C)(2)b.3., including justification for the request and public benefits accrued.

(4) In no event shall a waiver be used as a means to increase the maximum development intensity limitations imposed by the Comprehensive Plan.

Staff Recommendation:

Approval of Ordinance No. 2026-03 (Master Plan Amendment), on first reading subject to the following conditions of approval:

1. All previous conditions of approval, not specifically modified, shall remain in full effect.
2. Approval of Ord. 2026-03, subject to approval of Resolution 2026-50, inclusive of a Site plan with waivers.
3. Applicant shall pay to the Town of Loxahatchee Groves an amount equal to the total expenses incurred by the Town in the processing and finalizing of the development applications prior to issuance of any permit. This includes, but may not be limited to, expenses for planning, legal, advertising, and landscape review, and any related expenses that the Town has or will incur as a direct cost of the application.

ORDINANCE NO. 2026-03

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A MASTER PLAN AMENDMENT FOR THE GROVES TOWN CENTER PLANNED UNIT DEVELOPMENT ("PUD"), INCLUDING AMENDMENTS TO PREVIOUS CONDITIONS OF APPROVAL AND TO REFLECT THE REMAINING DEVELOPMENT ALLOWANCES IN THE PUD, GENERALLY LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND "B" ROAD, MORE SPECIFICALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Master Plan Amendment Application was submitted to the Town of Loxahatchee Groves (the "Town") by CPH, LLC (the "Applicant") seeking approval of revised conditions of approval ("Exhibit B") for the Groves Town Center PUD ("Exhibit A") to allow for additional waivers to be considered by the Town Council, and to reflect the remaining development allowances within the PUD ("Exhibit C"); and

WHEREAS, the Applicant submitted concurrent applications for site plan approval (with waivers), a Master Sign Plan, and sign-related Variances; and

WHEREAS, the Town Planning and Zoning Board (P&Z Board), at its meeting on July 14, 2026 made a motion to recommend denial which failed, and then a motion to recommend approval of the of the Master Plan Amendment Application, which also failed; and

WHEREAS, the notice and hearing requirements for adoption of ordinances contained in the Florida Statutes and the Town's Code of Ordinances have been satisfied; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves conducted a public hearing on August 4, 2026 and _____and considered the petition, the recommendations of the PZB and Town Staff, and comments from the public; and

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida ("Town"), pursuant to the authority vested in Chapter 166, Florida Statutes, is authorized and empowered to consider petitions relating to the master plan amendments, including PUD Amendments, within the Town; and

WHEREAS, the Council, pursuant to Article 41 of the Town of Loxahatchee Groves Unified Land Development Code, the Town is authorized and empowered to consider, approve, and approve with conditions PUD amendment petitions.

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

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

Section 2. The Master Plan Amendment Application is hereby approved, subject to the revised conditions of approval attached as Exhibit B, the revised Master Plan drawing attached as Exhibit C, and compliance with all of the following conditions to be satisfied by the Applicant:

1. All previous conditions of approval, not specifically modified, shall remain in full effect.
2. Approval of Ord. 2026-03, subject to approval of Resolution 2026-50, inclusive of a Site plan with waivers.
3. Applicant shall pay to the Town of Loxahatchee Groves an amount equal to the total expenses incurred by the Town in the processing and finalizing of the development applications prior to issuance of any permit. This includes, but may not be limited to, expenses for planning, legal, advertising, and landscape review, and any related expenses that the Town has or will incur as a direct cost of the application.

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

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

Section 5. This Ordinance shall become effective immediately upon adoption.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS ____ DAY OF _____2026.

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

	VOTE
LISA EL-RAMEY, MAYOR	___
MANISH SOOD, VICE MAYOR	___
ANITA KANE, COUNCIL MEMBER	___
PAUL T. COLEMAN II, COUNCIL MEMBER	___
WILLIAM “JOE” STEPHENS, COUNCIL MEMBER	___

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ___ DAY OF _____ 2026.

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

	VOTE
LISA EL-RAMEY, MAYOR	___
MANISH SOOD, VICE MAYOR	___
ANITA KANE, COUNCIL MEMBER	___
PAUL T. COLEMAN II, COUNCIL MEMBER	___
WILLIAM "JOE" STEPHENS, COUNCIL MEMBER	___

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

_____
Mayor Lisa El-Ramey

_____
Town Clerk

_____
Vice Mayor, Manish Sood

APPROVED AS TO LEGAL FORM:

_____
Councilmember Anita Kane

_____
Town Attorney

_____
Councilmember Paul T. Coleman II

_____
Councilmember William "Joe" Stephens

EXHIBIT A –LOCATION MAP

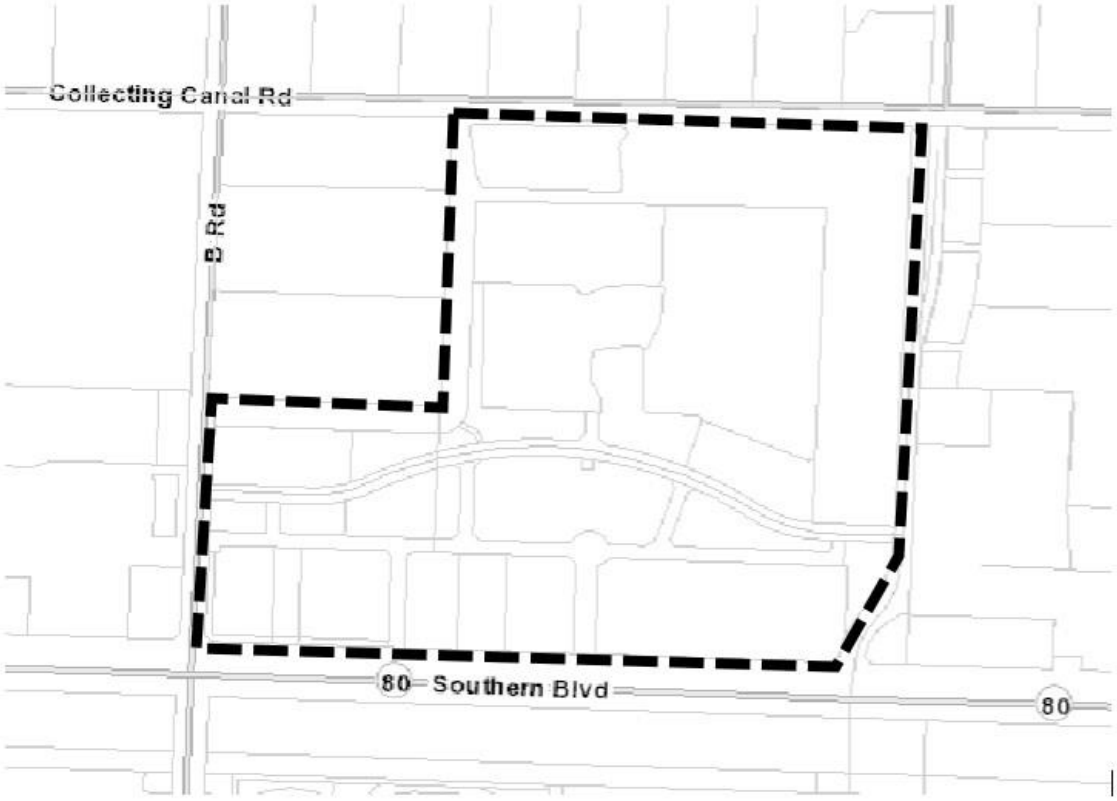


EXHIBIT B – AMENDED CONDITIONS OF APPROVAL

EXHIBIT C – AMENDED MASTER PLAN

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2026-03

GROVES TOWN CENTER
CONDITIONS OF APPROVAL

The conditions of approval included in Ordinance 2024-10 are hereby rescinded and replaced by the following conditions of approval. Text underlined are additions to Ordinance 2024-10 and text ~~struck through~~ are deletions to Ordinance 2024-10. The conditions of approval, as set forth herein, are in addition to those contained in the staff report dated January 22, 2025

A. GENERAL

1. The conditions of approval herein shall apply to the Owner, Applicant and their successors and assigns.

2. Final site plans shall conform to the Conceptual Master Plan dated **March 4, 2026**, included by reference herein. Any modifications to the approved Conceptual Master Plan or PUD Justification Narrative must be approved by the Town Council unless the proposed changes are required to meet conditions of approval or are required for compliance with the ULDC.

3. Any subdivision by fee title conveyance of an internal lot which is subject to a final site plan approval shall have received prior written approval by the Town Manager based upon the application of criteria contained in Section 41.1.E.4.b of the Town Unified Land Development Code. Provided, however, that any subdivision by fee title conveyance of an internal lot shall reflect the Pod uses and boundaries depicted on the Conceptual Master Plan dated **March 4, 2026**. Any revision of a Pod use and/or boundary, as depicted on the Conceptual Master Plan dated **March 4, 2026**, shall require a PUD Amendment prior to subdivision by fee title conveyance.

4. Prior to submitting the initial site plan approval application and all subsequent site plan applications, the Applicant shall contact Palm Tran to obtain written confirmation regarding the need for a bus stop on Southern Boulevard. Palm Tran's response shall be included in the site plan application.

B. LAND USE AND SITE PLANNING

1. Development of the site shall be limited to: Commercial Low (CL) — maximum of 34.34 acres and 103,000 sq. ft. of retail commercial space and 81 lodging units; Commercial Low Office — maximum of 16.0 acres and 44,000 sq. ft. of professional and medical office commercial space; and Institutional — minimum of 40.0 acres and institutional uses consisting of a Public Park (Town Commons), consistent with the Conceptual Master Plan dated **March 4, 2026**. Development intensity of lodging uses to be regulated by combination of number of rooms, building height, and lot coverage rather than FAR.

2. ~~A separate site plan pursuant to ULDC Article 155 for the 100-foot and 300-foot wide buffer areas along the northern and eastern property boundaries, including the location of equestrian trails, was approved by the Town Council via Resolution 2018-84.~~ [COMPLETED]

3. The Restrictive Covenant and Limited Access Easement, recorded with the Palm Beach County Clerk of Courts in Official Records Book 30616, Page 1289 shall limit the use and management of the 300-foot wide buffer areas along the northern and eastern property lines and the 100-foot wide buffer areas along the western and northern property lines, as described therein.

4. ~~A boundary plat was recorded in Plat Book 128, Page 66 of the Official Records of Palm Beach County depicting the following four geographies: (1) The entirety of the Groves Town Center property; (2) the area included within the 300-foot and 100-foot buffer areas, (3) the area included within Commercial Pod A; and (4) the area included within that portion of Groves Town Center not included within areas (2) and (3). Another plat depicting the remainder of the Pods and all road tracts and/or easements shall be recorded prior to the issuance of the first building permit for any development in a Pod other than Pod A.~~ [COMPLETED]

5. Potentially objectionable features (e.g. mechanical equipment, loading/delivery areas, storage areas, and dumpsters, and compactors, etc.) shall be indicated on project site plans and screened from public view.

6. All on-site deliveries during construction shall be made from project entrances off of Southern Boulevard.

7. ~~An Improvement Agreement, pursuant to ULDC Section 100-060 (C), to address all required roadway, drainage and equestrian trail improvements lying within or adjacent to the Groves Town Center PUD shall be approved by the Town Council prior to issuance of the initial building permit of the first phase of development.~~ [COMPLETED]

8. The following perimeter landscaped buffers shall be provided: a 25-foot buffer, including a berm, along Southern Boulevard.; a 25-foot buffer, including a berm, along "C" Road south of Tangerine Drive; and a 25-foot buffer, including a berm, along "B" Road.

9. The Town Commons (Pod G) shown on the Conceptual Master Plan dated **March 4, 2026** will remain owned by the Applicant and their successors and assigns and maintenance of the Town Commons is the responsibility of the Applicant. Scheduling uses for the Town Commons is the responsibility of the Town. The Town may use the Town Commons at any time the Town sees fit, subject to compliance with the ULDC. The Town Commons may be rented or leased to any individual person(s) and/or business(es) for temporary uses, subject to compliance with the ULDC and any Town permitting requirements. Any party that uses the Town Commons is responsible for cleaning up after the event and returning the Town Commons to the same condition the Town Commons was in before the party used the Town Commons.

10. ~~The Stormwater Management Area (SMA) located in the conservation easement as shown on the Conceptual Master Plan dated December 30, 2019 is subject to further review and approval by the Town Engineer to confirm that the proposed stormwater management facilities provide water quality and stormwater recharge improvements to the Town. The Town Council approval of the Conceptual Master Plan dated December 30, 2019 serves as Town Council consent to construct the SMA pursuant to Section 3.a.(ii) and 3.d of the Restrictive Covenant and Limited~~

~~Access and Conservation Easement recorded in ORB 30616, PG 1289 of the Official Records of Palm Beach County. Prior to the issuance of a permit by the Town for construction of the SMA, the Town Engineer shall review the plans and confirm that the SMA provides for the intended stormwater improvements for the Town and will make a recommendation for Town Council approval.~~ [COMPLETED]

C. ENGINEERING

1. In order to comply with the Mandatory Traffic Performance Standards in place at the time of this approval, no building permits for the site shall be issued after November 29, 2029. Additional time extensions for this condition may be approved by the Palm Beach County Engineer based upon an approved traffic study which complies with Mandatory Traffic Performance Standards in place at the time of the request, or upon a request based upon a Declaration of Emergency by the Governor of Florida.

2. In order to comply with the Mandatory Traffic Performance Standards Review dated August 30, 2018, no building permits for development generating more than 282 peak hour directional trips shall be issued until the developer provides an additional southbound left-turn lane [~~has been built and only needs to be un-stripped, which will commence in August of 2024~~ COMPLETED] and an additional eastbound left-turn lane and appropriate receiving lane [COMPLETED] at the intersection of Southern Boulevard and Binks Forest Drive/B Road. Any signal modifications required to accommodate these changes will also be the responsibility of the property owner, including, but not limited to design plans, any required utility relocation, right-of-way or easement acquisition, etc. Note these changes will also require FDOT consent.

3. Any future modification of Condition C.2 shall be based upon a Traffic Study approved by the Palm Beach County Traffic Division which complies with Mandatory TPS in place at the time of the modification. Modifications to Conditions of Approval based upon such future TPS Review shall be submitted to the Town pursuant to ULDC Section 155-025 *Site plan modification*.

4. The property owner shall obtain a conceptual approval letter from FDOT for any proposed driveway on Southern Boulevard when submitting a site plan to the Town. FDOT approval of driveways onto Southern Boulevard shall be obtained when individual site plan applications are made to the Town.

5. Acceptable surety for the design, right of way acquisition, construction engineering and inspection costs, as well as the construction for the offsite road improvements as outlined in Condition No. 2 shall be posted with the County Traffic Division prior to or within six months of Development Order Approval. Surety in the amount of 110% shall be based upon a Certified Cost Estimate provided by the Developer's Engineer and approved by the County Engineer. At any time during the duration of the surety the County Engineer shall have the authority to determine that sufficient progress has not been made for any and all required work. In the event such a determination is made, Palm Beach County shall have the right to request funds be drawn for the surety (surety drawn) and Palm Beach County may then complete all required work. The County

Engineer shall also have the authority to require that the surety amount be updated to reflect current anticipated costs at any time during the duration of the surety.

~~6. As per the expected turning movement volumes at the driveways, the following exclusive turn lanes are required:~~ [COMPLETED]

~~a. Northbound right-turn lane at the southern driveway on B Road. This improvement has been completed.~~ COMPLETED

~~b. Southbound left-turn lane at the northern driveway on B Road. This improvement has been completed.~~ COMPLETED

~~c. Westbound right-turn lanes at all driveways on Southern Boulevard. Though the amount of turning volumes by itself may not meet the threshold for a right-turn lane on Southern Boulevard driveways, they must be provided due to high speed of traffic at this location.~~ COMPLETED

7. C Road shall be constructed as a continuous 2-lane paved roadway between Southern Boulevard and Tangerine Drive in conjunction with the development of Pod D or F, whichever occurs first. Stormwater attenuation and water quality treatment shall be provided for C Road (Adjacent to the project site) and Tangerine Drive (Within the site) within the onsite stormwater management system. The Town shall be given the right, but not the obligation, to maintain Tangerine Drive and associated drainage facilities.

8. Any future realignment of either or both of the "B" Road access drives, as indicated on the Conceptual Master Plan dated **March 4, 2026**, shall require approval by the Town's Consulting and Transportation Engineers.

9. ~~A conceptual drainage plan for the entirety of the Groves Town Center PUD, including the provision of legal positive outfall for the Pod A development and the existing temporary drainage pond shall be prepared and approved by the Town Engineer prior to the first certificate of occupancy for Pod A~~ (COMPLETED). Legal positive outfall for future phases or pods of development shall be provided prior to the first certificate of occupancy for each future phase or pod.

10. ~~Prior to issuance of the first building permit, the necessary easements and agreements for legal positive outfall and stormwater attenuation (temporary or permanent) shall be recorded.~~ COMPLETED

11. ~~Prior to the first CO for any building, legal positive outfall shall be constructed and certified by the engineer of record allowing discharge from the previously installed temporary drainage area for B Road, as well as all future development.~~ COMPLETED

12. All drainage improvements shall be completed and certified by the engineer of record.

D. LAND CLEARING AND LANDSCAPING

1. Prior to any land clearing activities within any phase or pod, the property owner shall comply with the permit requirements of the Loxahatchee Groves Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal regulations (ULDC Article 87).

2. In conjunction with an initial site plan application for any development phase or pod, the property owner shall submit a Landscape Plan application to the Town for review and approval pursuant to ULDC Article 85 for that phase or pod.

3. Prior to any land clearing activities for any phase or pod, a wetlands determination shall be procured from the South Florida Water Management District and/or U.S. Army Corps of Engineers for that phase or pod. Any proposed impacts upon jurisdictional wetlands shall require permits or authorizations from the South Florida Water Management district or U.S. Army Corps of Engineers.

4. Prior to the permitting of any land clearing, development or earthmoving activities for any phase or pod, a Phase 1 Archaeological Survey of the property shall be completed for that phase or pod.

5. Native plants shall be identified, pursuant to the requirements of the Loxahatchee Groves Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal regulations (ULDC Article 87), and retained to the extent possible.

6. ~~Clearing of Collecting Canal Easement – The Owner shall clear 20 feet along the south side of Collecting Canal in conjunction with construction of the equestrian trail per Condition E.4.~~ COMPLETED

~~E. ROADWAY EQUESTRIAN TRAILS AND GREENWAYS~~

~~1. The equestrian trails depicted on the Conceptual Master Plan dated December 30, 2019 are conceptual. Final trail locations shall be determined during the site plan approval process required in Condition B.2, and shall include a trail segment parallel to Collecting Canal to facilitate Town-wide east-west connectivity. This condition has been complied with.~~ COMPLETED

~~2. Existing fencing on the west side of "C" Road shall be removed to allow access to the trail within the 300 foot buffer areas depicted on the Conceptual Master Plan dated December 30, 2019.~~ COMPLETED

~~3. The equestrian trail depicted on the Conceptual Master Plan dated December 30, 2019 shall include an equestrian bridge over Collecting Canal at "C" Road to facilitate Town-wide north-south connectivity. Bridge details shall be determined during the site plan approval process required in Condition B.2. This condition has been complied with.~~ COMPLETED

~~4. Construction of the equestrian trail shall be completed prior to the issuance of the initial Certificate of Occupancy of the first phase of development of Groves Town Center.~~

~~Construction of the equestrian bridge or culvert over Collecting Canal shall be completed by December 31, 2020.~~ COMPLETED

~~5. Coincident with construction of the equestrian trail equestrian traffic control devices shall be installed at points where trails cross "B" Road, "C" Road and Collecting Canal.~~ COMPLETED

6. Fencing shall be incorporated on the site plan for any phase of development necessary to separate the equestrian trail from buildings, internal or perimeter roads, and/or parking areas of any other phase of development, as necessary.

7. Equestrian trails shall comply with the Town design and sign guidelines.

8. "Local traffic only" signage, as shall be placed on "B" Road north of the Palm Beach State College entrance. The type and locations of such signage shall be addressed by Conditions of Approval in the site plan for the initial phase of development.

F. ARCHITECTURAL

Architectural elevations for buildings included in a particular phase or pod shall be submitted with the application for site plan approval for that particular phase or pod. A theme from the Town's Rural Vista Guidelines for the entire Groves Town Center development shall be provided with the application for site plan approval for the initial phase or pod. Elevations shall be designed to be consistent with the Town's Rural Vista Guidelines. Architecture in all development phases or pods shall be consistent with the Town's Rural Vista Guidelines.

G. RESERVED

H. PUD WAIVERS

The Applicant may propose, and the Town Council may consider the following waivers during the site plan approval process for a specific development parcel or pod:

1. Relief from ULDC Section 50-030(D) *Outdoor lighting standards*, Section (5) to allow well-planned outdoor lighting, which meets the intent of the ULDC, between 11:00 p.m. and dawn to help prevent accidents, deter crime and maintain an attractive community environment.

2. Relief from ULDC Section 95-100(E) *Wheel stops and curbing* to allow the use of bollards in lieu of wheel stops and/or continuous curbing in certain parking areas to help prevent accidental human injury or property damage.

3. Relief from ULDC Section 95-025 *Size of parking spaces*. To allow the hotel property in the TC Pod to have parking spaces that are 9' wide and 19' long.

4. Relief from ULDC Section 30-035 *Maximum plot size.* To allow the Institutional use of the Town Commons on Pod G to be over the five-acre maximum plot size.

5. Relief from ULDC Section 95-025 *Size of parking spaces.* To allow the property in Pod B-3 to have Reduced-Size parking spaces, including reduced size handicap parking spaces.

6. Relief from ULDC Section 95-075 *Loading Zone NTE 30' from Building.* To allow the loading zone on Pod B-3 to be located further than 30 feet from the building.

7. Relief from ULDC Section 85-055.B.2 *Additional interior open space requirements***.** To allow the building on Pod B-3 to have less than the required 40 percent of lineal frontage of the structure to be planted with shrubs.

COMMUNITY STANDARDS STAFF REPORT AND RECOMENDATION

I. Project Description:

Project: Panda Express

Petitioner: CPH, LLC ("Applicant")
1992 SW 1st Street
Miami, FL 33135

Request: Approval of Master Plan Amendment.

Additional reference information provided for the following applications, to be considered at September 2026 Council Meeting: Site Plan with waivers (including master sign plan), and Variances for on-site signage, for a Panda Express fast-food restaurant within Groves Town Center.

Location: 15239 Southern Blvd., Loxahatchee, FL

II. Site Data:

Existing Use: Vacant

Proposed Use: Fast Food Restaurant (Panda Express, "Development")

Parcel Control Number: 41-41-43-31-13-020-0030 ("Subject Site")

Parcel Size: 0.94 acres

Existing Future Land Use Designation: Mixed Use Land Use (MLU)

Proposed Future Land Use Designation: No Change

Existing Zoning: Mixed Use Planned Development (MUPD)

Proposed Zoning: No Change

Table 1: Surrounding Existing Land Use, Future Land Use, Zoning District:

Direction	Existing Land Use	Future Land Use	Zoning District
North	Vacant (Approved hotel)	Multiple Land Use (MLU)	Multiple Use Planned Development (MLU)

South	Southern Blvd.	ROW	ROW
East	Dental Office	Multiple Land Use (MLU)	Multiple Use Planned Development (MLU)
West	Fast Food Restaurant (Culvers)	Multiple Land Use (MLU)	Multiple Use Planned Development (MLU)

III. Annexation/Zoning History:

The Subject Site is located within the Groves Town Center PUD. Through Ordinance 2011-017, a Multiple Land Use future land use designation for the subject property with a maximum of 103,000 square feet of commercial low retail, 44,000 square feet of commercial for professional and medical office, and a 128-bed congregate living facility was approved. The conceptual master plan was amended and approved via Ord. 2013-010 to reconfigure Pod A. A site plan was approved for equestrian trail in the Conservation Tract of the Conceptual Master Plan through Resolution 2018-84. The Plat for Groves Town Center PUD was approved and recorded in Plat Book 128, Page 66 via Resolution 2019-027. An approved Restrictive Covenant and Limited Access and Conservation Easement through Resolution 2019-028. was recorded in Official Records Book 30616, Page 1289. Ordinance 2019 -008 modified the master plan and revised conditions of approval. Ord. 2024-09 amended the permitted development allowance to exchange the 128-bed congregate living for an 81-bedroom hotel. The hotel was officially approved through Resolution 2025-06, permitting a three story, 81 room hotel on Pod TC.

IV. Data and Analysis:

The Groves at Town Center is generally located north of Southern Blvd. and east of B Road. The Groves Town Center site measures approximately 90 acres and is approved as a Planned Unit Development. The PUD approval includes an overall master plan with conditions of approval. CPH, LLC (the "Applicant") has petitioned the Town for approval of an approximately 2,700 square foot fast food establishment, Panda Express (the "Development"). The subject site is 0.94 acres, and is located along Southern Blvd., between the approved Culvers and dental office sites (the "Subject Site").

The Applicant submitted the following applications for consideration:

- Master Plan Amendment to revise previous conditions of approval to allow for additional waivers to be considered by the Town Council (Condition of Approval H, Ord. 2024-10) and to revise the tabular data to show the reduction of remaining square footage within the PUD. *Ordinance No. 2026-03, Project No. PUDA042026-1.*
    - Refer to waivers requested, described below.

- Site Plan Application inclusive of a Master Sign Plan (on-site) and the following waivers *Resolution No. 2026-050 ,Project Nos. SP042026-1 and MSP042026-1.*
    - Reduced parking stall dimensions (Code Sec. 95-025)
        - Applicant proposes to reduce the required standard parking stall size from 11'x22.5' to 11'x20', and to reduce the required ADA parking stall size

from 14'x22.5' to 14'x20'. *NOTE: The Federal ADA standards do not establish a minimum parking stall depth (waiver requested), only width (no deviation requested).* 17 reduced-sized parking stalls are proposed, out of the 25 total parking stalls provided. For reference, surrounding properties have requested, and been granted, similar reductions for parking stall dimensions.
        - The Applicant provides an analysis and justification statement in the attached project narrative.
    - Extended loading zone distance (Code Sec.95-075)
        - Applicant proposes a loading zone that is approximately 51 feet from the primary structure, as compared to the code maximum of 30 feet. The code requirement primarily exists to ensure efficient services and circulation. However, based on the overall site design, the proposed location does not have a negative impact to the remainder of the site.
        - The Applicant provides an analysis and justification statement in the attached project narrative.
    - Percentage of façade screened by landscaping (Code Sec. 85-055.B.2)
        - Applicant proposes a deviation from the requirement to provide a minimum 40% of the lineal frontage of a structure, planted with shrubs. Applicant proposes approximately 35% coverage along the northern elevation. This reduction is primarily due to the sidewalk and service entrance configuration in the rear of the building. Additional plantings exist between the structure and Avocado Ave., sufficiently screening the building from the adjacent street.
        - The Applicant provides an analysis and justification statement in the attached project narrative.
- Variances pertaining to on-site signage. *Resolution No 2026-049, Project No. VA042026-1.*
    - Size of Menu Boards (Code Sec. 90-040.B.5.a)
        - Menu Boards are permitted as a secondary sign type, up to 12 SF, and a maximum height/width of 5 feet. The Applicant proposes two menu boards that measure approximately 5'-4" in height and 7'-3" in width, with a total sign area of approximately 29 SF.
        - The Applicant provides an analysis and justification statement in the attached project narrative.
    - Type of signs (Code Sec. 90-40.B)
        - The applicant proposes various on-site signs, primarily for the purpose of wayfinding and circulation that are not expressly contemplated by the Town's sign code. These additional sign types include the Ordering Canopy Signs (where orders are taken), drive-thru-wayfinding signage (north driveway entrance), clearance signs (at drive-thru line entrances), and parking stall signs for drive-thru waiting and online pick-up signs. Refer to the attached master sign plan for reference.

        - The Applicant provides an analysis and justification statement in the attached project narrative.
    - Number of permitted signs (Code Sec. 90-40.B)
        - The Town's sign code permits one drive-thru sign as a secondary sign type. However, the Applicant proposes two drive-thru lanes, therefore necessitating two menu boards.
        - The Applicant provides an analysis and justification statement in the attached project narrative.

Overall, site access is provided from Avocado Ave. to the north, as well as through cross access easements with the adjacent properties. The Development incorporates a dual drive-thru lane configuration along the western property line, while the restaurant is located at the center of the Site. Pedestrian access is provided for via a new sidewalk connection to Southern Blvd. Crosswalks and sidewalks are provided interior to the site, to provide connections throughout the Groves at Town Center.

The perimeter of the Site is generally used for parking and circulation, buffered by landscaping. A coordinated, unified berm will be installed along Southern Blvd to tie into adjacent properties. Twenty-five (25) parking spaces are provided, where 15 are required. Four additional parking spaces are provided for online pick-up and drive-thru waiting. These spaces are surplus spaces and do not contribute towards meeting the minimum required parking spaces. For reference, the Applicant provided additional analyses pertaining to stacking and queuing and parking as supplemental materials to support the proposed site design (attached). The dual drive-thru configuration accommodates 14 queueing spaces, as required (7 per lane).

The restaurant measures 17'-3" to the flat roof deck and 26'-6" to the top of the decorative tower element. Through the design revision process, the Applicant coordinated with the Town to modify color and material selections to be more consistent with the Rural Visa Design Guidelines. The material and color palette now includes a mix of neutral colors with stone and wood-look finishes, along with a metal roof. Proposed signage is included in the master sign plan, attached. The applicant proposes one wall sign, facing Southern Blvd. and a monument sign along Southern Bvd. Additional on-site signage is proposed for wayfinding and circulation, including but not limited to a directional sign at the northern driveway entrance and two menu boards and ordering canopies - one for each drive-thru lane.

Hours of operation are anticipated to be 10:30 AM to 10:00 PM, seven days per week. The restaurant is expected to employ approximately 20 to 25 staff members, with up to 8-10 employees on site during peak operating periods. Deliveries are anticipated to occur during off-peak hours to minimize impacts on site circulation and adjacent uses.

VII. Staff Recommendation:

Approval of Ordinance No. 2026-03 (Master Plan Amendment), subject to the following conditions of approval:

1. All previous conditions of approval, not specifically modified, shall remain in full effect.

2. Approval of Ord. 2026-03, subject to approval of Resolution 2026-50, inclusive of a Site plan with waivers.
3. Applicant shall pay to the Town of Loxahatchee Groves an amount equal to the total expenses incurred by the Town in the processing and finalizing of the development applications prior to issuance of any permit. This includes, but may not be limited to, expenses for planning, legal, advertising, and landscape review, and any related expenses that the Town has or will incur as a direct cost of the application.

The following are provided for reference, and are to be considered at the September 2026 Council meeting:

Approval of Resolution No.2026-49 (Variances), subject to the following conditions of approval:

1. Approval of Resolution 2026-049 is subject to approval of Resolution 2026-050, inclusive of the master sign plan.
2. Applicant shall pay to the Town of Loxahatchee Groves an amount equal to the total expenses incurred by the Town in the processing and finalizing of the development applications prior to issuance of any permit. This includes, but may not be limited to, expenses for planning, legal, advertising, and landscape review, and any related expenses that the Town has or will incur as a direct cost of the application.
3. Failure to comply with all requirements as set forth herein shall constitute a violation of the land development code and shall be enforceable as such.

Approval of Resolution No. 2026-50 Site Plan Amendment (with waivers, and Master Sign Plan), subject to the following conditions of approval:

1. Approval shall be based on the following plan sets:
    a. Civil Set, prepared by CPH Consulting, LLC, dated 6.05.26.
    b. Architectural Set, prepared y CPH Consulting, LLC dated 4.01.26
    c. Landscape Plans, prepared by CPH Consulting, LLC dated 6.05.26
    d. Photometric Plans, prepared by CPH Consulting, LLC dated 6.05.26
    e. Boundary and Topographic Survey, prepared by CPH Consulting, LLC dated 10.24.26.
    f. Master Sign Plan, prepared by AGI, dated 6.4.26.
2. Master Sign Plan shall be subject to approval of Resolution No.2026-49 for the requested variances.
3. The modified and proposed Cross Access Easements shall be approved by the Town Attorney and recorded in the Palm Beach Public Records prior to issuance of a Certificate of Occupancy.
4. The modified and proposed Drainage Easements shall be approved by the Engineer for the Town, and recorded in the Palm Beach Public Records prior to issuance of a Certificate of Occupancy.
5. All improvements within existing and proposed easements shall be subject to approval by all parties to the applicable easement. Applicant shall provide written approval from all easement holders prior to issuance of any permits.

6. The maximum hours of operation shall be 10:30 AM – 10:00 PM, seven days per week.
7. Other than outdoor speakers associated with the drive-thru ordering canopies, no additional outdoor speakers shall be permitted.
8. Development shall comply with the excessive noise provisions established in Sec. 50-010 of the Town's Unified Land Development Code.
9. All rooftop equipment shall be screened on all four sides consistent with the architecture of the building.
10. Town Council approval of Specimen Tree removal and Town issuance of a Vegetation Removal Permit prior to land clearing.
11. Prior to issuance of any Certificate of Occupancy, the installed landscaping and irrigation shall be inspected by the Town for compliance with the approved landscape and irrigation plans.
12. The Town shall inspect all landscaping on the Subject Site on a periodic basis to ensure that it is being properly maintained and is growing in at a normal rate. The Town may require the Applicant to add additional landscaping material if planted material is not growing at a normal rate as would be expected based upon the professional judgement of the Town Arborist or landscape consultant retained by the City.
13. All existing trees shown to remain or be relocated on the approved landscape plans shall be maintained in perpetuity. In the event they should die, they shall be replaced with like species of a size and quantity in accordance with Article 85, Landscaping, of the Land Development Code.
14. The site plan shall be revised as necessary to reflect all conditions of approval and resubmitted prior to the issuance of building permits.
15. Applicant shall pay to the Town of Loxahatchee Groves an amount equal to the total expenses incurred by the Town in the processing and finalizing of the development applications prior to issuance of any permit. This includes, but may not be limited to, expenses for planning, legal, advertising, and landscape review, and any related expenses that the Town has or will incur as a direct cost of the application.
16. Non-compliance with any of the conditions of approval will result in withholding of the issuance of building permits or a Certificate of Occupancy.
17. Failure to comply with all requirements as set forth herein shall constitute a violation of the site plan and the land development code and shall be enforceable as such.

Attachments:

1. Location Map
2. Application and plans
3. Project Narrative
4. Master Sign Plan
5. Queuing Analysis
6. Parking Analysis

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

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

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

DATE: **August 4, 2026**

SUBJECT: **Discussion and Direction Regarding the Structure and Delivery of Finance Department Services**

Legal Sufficiency:	☒ **Reviewed**	☐ **Not Reviewed**
	☒ **Approved**	☐ **Not Approved**

Background:

Due to the concerns expressed by members of the Town Council, advisory committee members, residents, and Town staff, staff initiated a review of the Finance Department's current organizational structure and service-delivery model.

The purpose of this review is to evaluate whether the existing arrangement continues to meet the Town's operational, financial-reporting, internal-control, budgeting, audit, transparency, and customer-service needs.

The Town currently contracts with Projected Point for financial management services at a rate of $9,675.00 per month and to provide additional services at $100.00 per hour. The agreement is scheduled to expire on May 1, 2027. Section 3(d) of the agreement provides that either party may terminate the agreement, with or without cause, by providing no fewer than sixty days' written notice of termination.

Staff met with the following firms regarding the provision of monthly municipal financial and accounting services:

1. TriMerge Consulting Group: Estimated monthly cost of $40,000 to $62,000;
2. Carr, Riggs & Ingram, LLC: Estimated monthly cost of $9,250; and
3. Raquel McIntosh, CPA: Estimated monthly cost of $4,000.

The proposed costs and scopes of service vary considerably. Therefore, the monthly rate should be reviewed together with each firm's staffing resources, municipal experience, proposed responsibilities, availability, software knowledge, transition support, and ability to assist the Town in developing sustainable internal financial operations.

Based on staff's discussions with the firms, the Town's current financial operations, existing staffing capacity, and the need to establish a stronger internal Finance Department, staff recommends that the Town Council consider engaging Carr, Riggs & Ingram, LLC.

Carr, Riggs & Ingram has identified a team that is prepared to assist the Town through a structured and positive transition. The firm has demonstrated an understanding of the Town's current needs

and the Town's intended direction toward developing a greater level of in-house financial expertise and institutional knowledge.

The proposed service model would support the Town in:

- Maintaining continuity of essential accounting and financial operations;
- Assisting with the recruitment and onboarding of an in-house Senior Financial Analyst;
- Training Town employees at multiple levels;
- Reviewing and implementing updated procurement and accounting manuals (if approved);
- Strengthening internal controls and financial procedures;
- Supporting general-ledger, reporting, reconciliation, and compliance functions;
- Assisting with budget preparation and monitoring;
- Supporting the annual audit and year-end close;
- Improving documentation, accountability, and segregation of duties; and
- Establishing the organizational foundation for a sustainable Finance Department.

Carr, Riggs & Ingram also has personnel with knowledge and experience using Blackbaud, the Town's current accounting software. This experience may assist with continuity of operations, system utilization, reporting, and the training of Town staff.

Staff's recommended approach is not simply to replace one consulting firm with another. The goal is to use the proposed engagement as a strategic transition toward a stronger internal Finance Department.

Under the recommended model, the Town would employ an in-house Senior Financial Analyst (which is currently a budgeted position) who would assist in developing the operational foundation of the Finance Department, retain institutional knowledge, perform routine financial responsibilities, and coordinate directly with Town leadership and departmental staff.

As the Senior Financial Analyst gains experience and assumes additional responsibilities, the Town could periodically review and reduce the consultant's routine functions. The longer-term objective would be for the consultant to focus primarily on higher-level and specialized matters.

Carr, Riggs & Ingram's proposed monthly fee of $9,250 is less than the Town's current monthly fee paid to Projected Point. However, certain services that are included within the Projected Point agreement would be billed separately under the Carr, Riggs & Ingram proposal. These services include: Annual budget and TRIM compliance; required compliance reports and filings; and year-end close and annual audit assistance.

The estimated additional annual cost for these services is approximately $27,000. Although audit assistance is included within the current Projected Point agreement, the Town previously retained an additional consultant at a cost of approximately $15,250 to assist with the audit. When that expenditure is taken into consideration, the estimated net difference associated with the separately billed services is approximately $11,750.

Other services to consider outside of the monthly finance and accounting services, which are considered project based are Policies and Procedures Consulting (not to exceed $26,000) and Fiscal Year2026 Accounting Cleanup (not to exceed $21,000).

Recommendation/Motion:

Staff recommends that the Town Council authorize the Mayor to execute an agreement with Carr, Riggs & Ingram, LLC, for municipal financial and accounting services, subject to review by the Acting Town Manager and approval as to legal form by the Town Attorney, and provided that the final agreement remains within the approved scope and budget.

Staff further recommends that the Town Council authorize the Town Manager to issue the required written notice terminating the Town's agreement with Projected Point in accordance with Section 3(d) of the existing agreement, which permits termination with or without cause upon no fewer than 60 days' written notice.

The transition should be coordinated to ensure continuity of the Town's financial operations, including payroll, accounts payable, accounts receivable, financial reporting, budget administration, audit support, banking, reconciliations, and access to financial records and systems.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2026-65

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING A CONTINUING CONTRACT WITH CRI ADVISORS LLC, FOR ACCOUNTING AND FINANCIAL SERVICES; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town desires to move on from its current provider of governmental accounting and financial services including but not limited to preparation of financial statements, budgeting, payroll, purchasing, accounts payable, accounts receivable, capital program administration and compliance; and

WHEREAS, CRI Advisors LLC, a Florida Limited Liability Company, is qualified to perform the required governmental accounting and financial services for the Town and does perform such services for other governmental entities in South Florida; and

WHEREAS, the Town's procurement ordinances and purchasing manual do not require the acquisition of certain professional services, including accounting and financial services, to be the subject to sealed competitive bidding or require the obtaining of written quotes; and

WHEREAS, the Town staff has negotiated and recommends the Town Council approve the attached contract with CRI Advisors LLC which is for an initial two-year contractual period at an initial base monthly rate $9,250.00 with the possibility of two annual renewals; and

WHEREAS, the Town Council finds it services a public purpose for is in the best interest of the Town of Loxahatchee Groves to enter into the Contract for Accounting and Financial Services with CRI Advisors LLC.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town to enter into the Contract for Financial and Accounting Services with CRI Advisors LLC., attached hereto as "Exhibit A".

Section 3. The Town Manager and Town Attorney are authorized to terminate the existing contract for Financial and Accounting Services with Projected Point Inc..

Section 4. The Mayor is authorized to execute any and all documents to implement the contract, in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

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

[INTENTIALLY LEFT BLANK.]

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 4th DAY OF AUGUST, 2026.

ATTEST:

Kenthia White, Town Clerk

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES, FLORIDA

Voted:
Mayor Lisa El-Ramey, Seat 2

Voted:
Vice Mayor Manish Sood, Seat 5

Voted:
Councilmember William "Joe" Stephens, Seat 1

Voted:
Councilmember Anita Kane, Seat 3

Voted:
Councilmember Paul Coleman II, Seat 4

Contract Number: RES2026-19TA

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2026, by and between the **Town of Loxahatchee Groves**, Florida, a Florida municipal corporation ("Town"), with its office located at 155 F Road, Loxahatchee Groves, Florida 33470 and **CRI Advisors, LLC**, a Florida Limited Liability Corporation authorized to do business in Florida ("Consultant"), with an office address of 7506 Lynx Way Suite 201, Melbourne FL 32940.

RECITALS

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

WHEREAS, the Town desires to engage the Consultant to perform certain professional services regarding special project budgets, finance and accounting, services in accordance with this Agreement; and

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

WHEREAS, pursuant to Section 2-133(b)(1) of Article V "Procurement" of Chapter 2 "Administration" of the Town's Code of Ordinances, certain professional services are exempt from competitive bidding, including finance and accounting services and the Town desires to enter into a professional services agreement with Consultant for the provision of Finance Director and departmental services; and

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

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

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

SECTION 2: CONSULTANT'S SERVICES. The Consultant shall provide Finance Director and finance departmental services to the Town as directed by the Town Manager or designee. The general scope of the Consultant's services is to provide governmental accounting and financial services as set forth in the Scope of Services, attached hereto as **Exhibit A** and incorporated herein.

SECTION 3: TERM, TIME AND TERMINATION.

a. **Term**. The term of this Agreement shall commence August 5, 2026, and end on September 30, 2028, unless earlier terminated as stated herein.
b. **Time for Completion**. Time is of the essence in the performance of this Agreement. The Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with industry standards and the Scope of Services set forth in **Exhibit A**.

c. **Force Majeure**. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Town may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Town shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Town shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. **Termination without cause**. Either party may terminate this Agreement at any time with or without cause by giving not less than ninety (90) days written notice of termination.

e. **Termination for cause**. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have ten (10) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within ten (10) days, then this Agreement may be terminated by notice sent by the non-breaching party to the other party at the end of the ten (10) day period.

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

1. Stop services on the date and to the extent specified in the notice including without limitation services of any subconsultants.

2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.

3. Continue and complete all parts of the services that have not been terminated.

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

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

funds budgeted or appropriated are or are estimated by the Town to be insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify the Consultant of such occurrence.

Upon receiving such notice, a budget amendment or transfer will be brough before the Town's governing board for approval to adjust the appropriations necessary to fund the Purchase Order. In the event the Town's governing board fails to approve such funding, a budget transfer from Legal line item or other professional services line item will be executed to adjust appropriations and ensure sufficient funds for services rendered under this Agreement.

If the Town is unable to complete either the budget amendment or the budget transfer, either the Town or the Consultant may terminate this Agreement by notifying the other in writing, with such notice specifying a date of termination no earlier than twenty-four (24) hours after the 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, the Town shall pay the Consultant for all services performed under this Agreement through the date of termination.

SECTION 4: COMPENSATION.

a. **Payments**. The Town agrees to compensate the Consultant in accordance with the fee schedule, attached as **Exhibit B** and incorporated herein by this reference.

b. **Invoices**. The Consultant shall render an invoice to the Town, monthly, for services in accordance with this Agreement. The invoice shall specify the services performed as Outsources Professional Services – Accounting, Finance, Budget, Oversight. All payments by the Town to the Consultant will be made in accordance with the Local Government Prompt Payment Act.

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

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

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

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SECTION 7: INSURANCE. Prior to commencing any services, and without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall, at its own expense, and shall require any subconsultant, at no expense to the Town, provide and maintain in force, for the Term of this Agreement, the following minimum insurance coverages. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

a. Worker's Compensation Insurance, as applicable in accordance with Chapter 440, Florida Statutes, to apply to all of the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws. However, if the Consultant qualifies for an exemption under the Florida Workers' Compensation Law, the Consultant may be exempt from the requirement to carry Worker's Compensation Insurance. In such cases, the Consultant must provide the proper exemption documentation issued by the Florida Department of Financial Services.

b. Employer's Liability with limits of $100,000 per person, $500,000 per occurrence and $100,000 per each disease.

c. Commercial General Liability with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) general aggregate combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, and must include:

1. Premises and/or Operations
2. Independent Contractors
3. Products and Completed Operations - Consultant shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations.
4. Contractual Coverage applicable to this specific Agreement.
5. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.

d. Professional Liability with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) general aggregate. Coverage shall be afforded on a form acceptable to the Town. Consultant shall insure that subconsultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

e. Cyber Liability with limits not less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as set forth in the Scope of Services and shall include, but not be limited to, claims involving data breach, media content, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall

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provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with sufficient limits to respond to these obligations.

f. Prior to commencement of services, the Consultant shall provide to the Town Certificates of Insurance evidencing the insurance coverage specified in this Section. All policies covered within this Section shall be endorsed to provide the Town with thirty (30) days' notice of cancellation and/or restriction. The "Town its elected officials, officers, employees, and attorneys" shall be named as an additional insured as to Consultant's liability on policies referenced in this Section other than workers' compensation coverage. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement in accordance with which insurance is being furnished and shall state that such insurance is as required by this Agreement. The Consultant shall also make available to the Town a certified copy of the professional liability insurance policy required by this Section for the Town's review. Upon request, the Consultant shall provide copies of all other insurance policies.

g. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the Town with thirty (30) days' notice of cancellation and/or restriction.

h. The Consultant's insurance, including that applicable to the Town as an Additional Insured, shall include a waiver of subrogation and apply on a primary and non-contributory basis.

i. Consultant shall insure that subconsultants used for any portion of the services maintain the same insurance as is required of the Consultant herein.

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

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

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

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

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

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

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

SECTION 14: EQUAL OPPORTUNITY EMPLOYMENT. Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, marital status, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors, and it is the responsibility of Consultant to ensure sub-contractor's compliance.

SECTION 15: INTEREST OF THE CONSULTANT. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any services to

which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

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

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

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

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

SECTION 20: PUBLIC ENTITY CRIMES. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Consultant will advise the Town immediately if it becomes aware of any violation of this statute.

SECTION 21: SCRUTINIZED COMPANIES. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List or engaged

in a boycott of Israel. The Town and Consultant agree that the Town will have the right to immediately terminate this Agreement if Consultant is found to have submitted a false certification, or if the Consultant or any of its subcontractors have been placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel.

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

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

SECTION 22: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (return receipt requested), or by nationally recognized overnight courier, and if sent to the TOWN shall be sent to:

Town of Loxahatchee Groves
Attn: Acting Town Manager
155 F Road
Loxahatchee Groves, FL 33470

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

CRI Advisors LLC
Attn: Yvonne Claybourne
7506 Lynx Way #201
Melbourne FL 32940

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

SECTION 23: ENTIRETY OF AGREEMENT. The Town and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 24: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 25: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement, and the Town reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 26: NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 27: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to the Consultant to terminate for cause.

SECTION 28: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Town Council.

SECTION 29: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 30: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 31: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. The parties agree to accept the execution of this Agreement by facsimile, email, or other electronic means.

SECTION 32: PALM BEACH COUNTY IG. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Sections 2-421 – 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed Town contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Town and its agents in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a breach of this Agreement and may result in termination of this Agreement or other sanctions or penalties as set forth in the Palm Beach County Code.

Any additional time and direct expenses incurred by the Consultant as a result of compliance with this ordinance, including but not limited to document production, meetings, and responding to inquiries, will be billed at the Consultant's established hourly fee plus reimbursement for direct expenses. Such additional charges shall be invoiced separately and paid in accordance with the

terms of this Agreement.

SECTION 33: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement, **Exhibit A** (Master Services Agreement and Engagement Letter), and **Exhibit B** (Fee Schedule). The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and the Exhibits, the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 34: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products of the Consultant shall become the property of the Town. The Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The Town accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 35: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, the undersigned on behalf of the Consultant hereby represents to the Town that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 36: APPLICABLE LAW; VENUE; WAIVER OF JURY TRIAL. The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. This Agreement shall be governed by the laws of Florida with venue for dispute resolution in Palm Beach County. Except as otherwise, set forth in the indemnification provision in this Agreement, each party shall be responsible for its own attorney's fees and costs in any dispute arising out of or related to this Agreement. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.**

SECTION 37: REMEDIES. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 38: E-VERIFY. Pursuant to Section 448.095(5), Florida Statutes, Consultant shall:

a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subconsultants (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subconsultants' newly hired employees.

b. Secure an affidavit from all subconsultants (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens.

c. Maintain copies of all subconsultant affidavits for the duration of this Agreement.

d. Comply fully, and ensure all its subcontractors comply fully, with Section 448.095, Florida Statutes.

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

f. Be aware that if the Town terminates this Agreement under Section 448.095(5)(c), Florida Statutes, Consultant may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by the Town because of termination of this Agreement.

SECTION 39: PUBLIC RECORDS. Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

a. **Provide Access to Public Records**: Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records that are considered readily available which is determined by if data request can be reproduce from the accounting system in a report or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount provided in Chapter 119, Florida Statutes, or as otherwise provided by law. For public records requests that are not readily available and require additional time or expenses to produce, the Consultant shall notify the Town in writing of the estimated costs. These costs, including any additional time and direct expenses, will be billed separately to the Town and must be paid in advance before the Consultant begins the work required to fulfill the request.

b. The Town will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Town.

c. Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of the Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

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

SECTION 40: PROHIBITED PREFERENCES. Pursuant to section 287.05701, Florida Statutes, the Town may not request documentation of or consider a contractor's social, political, or ideological interests during contractor selection. Further, the Town may not give a preference to a contractor based on the contractor's social, political, or ideological interests.

SECTION 41: HUMAN TRAFFICKING. Consultant, by signing this Agreement below, attests that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

SECTION 42: NO LIEN RIGHTS. The Consultant and any subconsultant utilized by the Consultant shall have no lien rights regarding any property owned by the Town or otherwise.

SECTION 43: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party ("Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology, or software ("Confidential Information") obtained from the other party ("Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

SECTION 44: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data, or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

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

CONSULTANT: **CRI ADVISORS, LLC**

_____

William Carr, President

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STATE OF FLORIDA
COUNTY OF PALM BEACH

Subscribed before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 2026, by **William Carr**, as **President** of a **CRI Advisors, LLC**, a Florida Limited Liability Corporation, [ ] who is personally known to me or [ ] who produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, and otherwise, are true and correct, and he is duly authorized to execute the foregoing instrument and bind Consultant to the same.

[Notary Seal]

_____
Notary Signature

TOWN OF LOXAHATCHEE GROVES

By:_____
Lisa El Ramey, Mayor

ATTEST:

_____
Kenthia White, Acting Town Clerk

Approved as to form and legal sufficiency:

_____
Office of the Town Attorney

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To Management
of Town of Loxahatchee Groves

This Engagement Letter and its attachments, if any, are governed by the Master Services Agreement 2.0 or 2.1 (“MSA”) between CRI Advisors, LLC (“CRI Advisors”, "Advisors", “we”, “us”, or “our”) and the Client; the terms of which are hereby incorporated into this Engagement Letter by reference. By executing this Engagement Letter, the parties agree to and intend to be bound by the terms of the MSA.

"Carr, Riggs & Ingram" and “CRI” are the brand names under which Carr, Riggs & Ingram, L.L.C. (“CRI CPA”) and CRI Advisors provide professional services. CRI CPA, CRI Advisors, Carr, Riggs & Ingram Capital, LLC and their respective subsidiaries operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CRI CPA is a licensed independent CPA firm that provides attest services, as well as additional ancillary services, to its clients. CRI Advisors provides tax and business consulting services to its clients. CRI Advisors and its subsidiaries are not licensed CPA firms and will not provide any attest services. The entities falling under the Carr, Riggs & Ingram or CRI brand are independently owned and are not responsible or liable for the services and/or products provided, or engaged to be provided, by any other entity under the Carr, Riggs & Ingram or CRI brand. Our use of the term "CRI," and terms of similar import, denote the alternative practice structure conducted by CRI CPA, CRI Advisors, their subsidiaries and affiliates, as appropriate.

This Engagement Letter confirms and specifies the terms of our engagement and clarifies the nature and extent of the services we will provide for Town of Loxahatchee Groves (“Client”, "Entity", “you”, or “your”) as of and for the annual and monthly periods ended September 30, 2028, with the option to renew by mutual agreement of both parties for two (2) additional one (1) year terms (the “Selected Period(s)”). Except as otherwise expressly set forth herein, this Engagement Letter only governs non-attest services. Any attest services, including any attest services provided by CRI CPA or any other entities within the Carr, Riggs & Ingram alternative practice structure, will be governed by a separate Engagement Letter between such entity and the Client.

A. SCOPE AND OBJECTIVES

The objective of our engagement is to provide bookkeeping and accounting services, as identified in the Other Services section of this Engagement Letter with respect to the Entity, based on information provided by you and comply with applicable professional standards, including the AICPA’s *Code of Professional Conduct*, and its ethical principles of integrity, objectivity, professional competence, and due care.

This engagement does **not** include the preparation of financial statements. No representative of Town of Loxahatchee Groves, in any way, may state or imply that CRI Advisors, PLLC or Carr, Riggs & Ingram, P.L.L.C., or any of their respective subsidiaries or affiliates have been associated with any financial information.

B. OUR RESPONSIBILITIES

Our engagement will be conducted in accordance with the Statements on Standards for Consulting Services Statements established by the American Institute of Certified Public Accountants ("AICPA") and will not constitute an audit in accordance with auditing standards generally accepted in the United States of America or an examination or compilation of the Entity's financial statements in accordance with the attestation standards established by the AICPA. The procedures will not constitute an examination of management's assertions concerning the effectiveness of the Entity's internal controls nor an examination of compliance with laws, regulations, or other matters. Accordingly, this engagement will not result in the expression of an opinion, or any other form of assurance.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the Entity or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of this engagement.

We are available to provide you with business advice, but we are not obligated to do so unless you specifically engage us to do so via an Engagement Letter for this purpose. The parties agree that Client will only rely on written, not oral, statements or advice from CRI Advisors. We believe written advice is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice unless it has received a full supervisory review and is provided by us in writing directly to you.

Our bookkeeping and accounting services do not relieve you of your responsibilities.

As a large professional services organization, CRI Advisors and CRI CPA are engaged by new clients every day and cannot ensure that an engagement for the involved parties will not be accepted by CRI Advisors nor CRI CPA. We take no responsibility for monitoring possible conflicts that could arise during the course of the engagement, although we will inform you promptly should conflicts come to our attention.

C. OTHER SERVICES

We will perform the following non-attest services for the Entity, based upon information provided by you and in accordance with professional standards:

- Assist management by preparing, proposing and/or recording the following client-approved activities and/or journal entries: prepaid asset calculations, fixed asset maintenance (additions , disposals, etc.), depreciation calculations, lease calculations, intangible assets and amortization calculation, if applicable, loan and line of credit activity, including amortization, if applicable,

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GASB 34 full-accrual journal entries, SBITA calculations, net pension calculations, and other journal entries and activities, such as services as detailed in Exhibit A

- Assist management by providing the following transaction recording and/or data clean-up services, which may include preparing, proposing and/or recording the following client-approved activities and/or journal entries: cash receipts once management has approved the account classifications, cash disbursements once management has approved the account classifications, income and expenses once management has approved the account classifications, and other transaction recording services, such as services as detailed in Exhibit A
- Assist management by providing the following account reconciliation services, which may include preparing, proposing and/or recording the following client-approved activities and/or journal entries: bank account reconciliations to identify reconciling items for Client's evaluation - the Client (not CRI) is responsible for reviewing the cancelled checks or electronic copies of checks for payees or endorsements, credit card account reconciliations to identify reconciling items for Client's evaluation, other balance sheet account reconciliations to identify reconciling items for Client's evaluation, reconciliation of payroll records, payroll returns, and payroll tax deposits to identify reconciling items for Client's evaluation, and other account reconciliation services, such as services as detailed in Exhibit A
- Assist management by providing the following period-end close services, which may include preparing, proposing and/or recording the following client-approved activities and/or journal entries: month-end journal entries and month-end close and year-end journal entries and year-end close
- Assist management by providing the following controllership services, which may include preparing, proposing and/or recording the following client-approved activities and/or journal entries: Form 1099 and Form 1096 preparation, if applicable, receivables monitoring, spend monitoring, purchasing monitoring, asset management, internal controls policies, Accounting Systems user training, and other controllership services, such as services as detailed in Exhibit A
- Assist management by providing other non-attest services: services as detailed in Exhibit A

For any non-attest services provided by CRI, you agree to assume all management responsibilities for these non-attest services and any other non-attest services we provide; oversee the services by designating an individual with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

The non-attest services, if any, are limited to those previously defined in this letter, or as identified in a separate Engagement Letter. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

D. CLIENT RESPONSIBILITIES

In addition to your responsibilities identified in the MSA, our engagement will be conducted on the basis that you acknowledge and understand your responsibility for:

- the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial information that is free from material misstatement, whether due to fraud or error

- the prevention and detection of fraud

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- ensuring that the Entity complies with laws and regulations applicable to its activities

- the accuracy and completeness of the records, documents, explanations, and other information, including significant judgments you provide to us for the engagement

- timely providing us with (1) access to all information of which you are aware that is relevant to the engagement, such as records, documentation, and other matters; (2) additional information that we may request from you for the purpose of the engagement; and (3) unrestricted access to persons within the Entity from whom we determine it necessary to make inquiries

- informing, in writing, the individual leading your engagement before entering into any substantive employment discussions with any CRI CPA or CRI Advisors personnel, to ensure our independence is not impaired under the AICPA Code of Professional Conduct, if applicable

E. ENGAGEMENT ADMINISTRATION

We understand that you will provide us with the information required for our engagement. A request list of information we expect to need for our engagement will be provided to you. Your prompt attention to and timely return of the requested items will significantly contribute to the efficiency of our process.

In accordance with certain regulations, we, as your consultants, are required to make the following commitments:

- The documentation is the property of CRI and constitutes confidential information. However, we may be requested to make certain engagement documentation available to regulators, federal or state agencies, governmental agencies, etc. ("regulators" or "agencies") pursuant to authority given to it by law or regulation. If requested, access to such engagement documentation will be provided under the supervision of CRI Advisors personnel. Furthermore, upon request, we may provide copies of selected engagement documentation to these regulators or agencies. These regulators or agencies may intend, or decide, to distribute the copies or information contained therein to others.
- As appropriate, we may meet with the appropriate parties before the engagement report is provided to any required regulators or agencies.

The information that we obtain in this engagement is confidential, as required by the AICPA Code of Professional Conduct. Therefore, your acceptance of this Engagement Letter will serve as your advance consent to our compliance with above commitments.

F. REPORTING

We will document the results of our procedures and observations in written submission (e.g., report, client databook, recommendations, etc.). The written submission may be supplemented by oral business advice specifically focused on further clarifying the written feedback provided. Collectively, the written submission and associated oral business advice are referred to as our "deliverable(s)".

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G. TERMINATION

Refer to Section 36 of the Town's contract.

H. OUR FEES

Refer to Exhibit B - Fee Schedule.

Our professional fees for the services described in this engagement letter will be based on the actual time incurred by our professionals at standard hourly rates plus out-of-pocket expenses, such as travel, meals, services from other professionals, and direct administrative costs (courier services, report preparation, copying), as well as an administrative fee of 7% to cover indirect administrative costs associated with the engagement. We may also charge a fee for applications, subscriptions, hosting, or technology we utilize in providing services to you.

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

CLIENT ACKNOWLEDGEMENT(S)

If you acknowledge and agree with the terms of our agreement as described in this Engagement Letter, please indicate by executing.

Very truly yours,

CRI Advisors, PLLC

CRI ADVISORS, PLLC

Signature
Valerie Oakes
Town of Loxahatchee Groves ***<signature>***

<sign date>

Authorized Signer(s)

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Exhibit A – Scope of Services

This attachment is governed by the related Engagement Letter and the Agreement for Professional Services between CRI Advisors, LLC ("CRI Advisors", "CRI", "we", "us", or "our") and the Client ("the Town"); the terms of which are hereby incorporated into this attachment by reference. By executing the Engagement Letter and the Agreement for Professional Services, the parties agree to and intend to be bound by the terms of this attachment.

CRI's role provides for primary responsibility for performing the accounting and financial services on behalf of the Town, as described herein, using the Town's technology and software to carry out the assigned duties.

CRI is providing its services with the understanding that we will collaborate with the Town's Fiscal Analyst and other Town personnel to fulfill the scope of work outlined in this agreement. The Town's participation may include, but is not limited to, administrative tasks, data entry and general accounting support necessary for the completion of cash receipting, vendor payments, budgeting, financial reporting and related tasks.

The Town agrees to retain responsibility for the initial data entry, verification and recording of vendor invoices, purchase orders, and cash receipts (including preparing bank deposits and remitting the deposits to the Town's selected financial institution). CRI will review and reconcile these records to ensure their accuracy in collaboration with designated Town personnel.

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TASK	TIMING
Financial Reporting and Compliance – goals include maintaining a fund accounting system in compliance with federal and state laws, rules and regulations, generally accepted accounting principles as promulgated by the Governmental Accounting Standards Board (GASB) and the Rules of the Auditor General. • Maintenance of chart of accounts in compliance with the Uniform Accounting System Manual issued by the Florida Department of Financial Services. • Maintenance of vendor and customer master files within the accounting software per W-9 forms obtained from the vendors. • Report creation and set-up in the accounting software. • Provide training to Town personnel and municipal officials on financial policies and procedures.	As Needed

TASK	TIMING
Financial Reporting and Compliance (continued) • On-going monitoring and coaching to enhance staff performance and optimize financial reporting and compliance. • Support the implementation of new financial software and automation tools to improve the efficiency of financial reporting and compliance. • Maintain proper capital fund and project fund accounting records. • Assist in identifying technology solutions to further enhance financial and operational workflows. • At the time of opening a new deposit account, prepare a Public Deposit Identification and Acknowledgement Form to be signed by the QPD and retained by the Town.	
Budgeting and TRIM Compliance – goals include assistance in completing the TRIM process and development of the fiscal year budget. Present training to Town personnel on TRIM compliance and budgeting, as needed. • Assistance in the development of the annual budget. *CRI will populate the budget workbook and enter preliminary numbers to be reviewed and updated by Town management*. • Assist in gathering proposed budget figures from Department Heads and incorporating them into a budget template. • Review staffing metrics. • Collaborate with the Town management to develop a proposed budget. • Assistance in the development (update) of the Town's Capital Plan. • Attend budget hearings and workshops. *Attendance will be in person upon request*. • Review property valuation information provided by Palm Beach County with Town management. • Assist the Town with TRIM compliance in OASYS. • Assist, as needed, in the annual TRIM compliance process to include, but not be limited to, drafting of required advertisements. • Assistance in the preparation of any budget amendments. *CRI will prepare an expenditure/expense variance analysis to review with Town management in order to develop the budget amendment(s)*. • Enter line-item budget into Blackbaud within 2 weeks of fiscal year-end.	Annual

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TASK	TIMING
Finance and Accounting Services – client accounting services to include weekly, bi-weekly, monthly, quarterly and ad hoc services (in coordination with on-site personnel). Goals include management and supervision of the financial operations of the Town; ensuring accurate and timely financial records; oversight of the accounts payable, accounts receivable and general ledger activities for compliance with established policies; monitoring of internal controls to safeguard municipal assets and ensure proper allocation of resources; and, supervising monthly and annual closing activities. • Oversee and manage the recording of cash receipts and electronic wires into Blackbaud. Monitor receivable reports. *The Town will be responsible for collecting cash receipts and preparing bank deposits*. • Oversee and manage the recording of purchase orders and vendor invoices into Blackbaud. Monitor vendor payable reports. *The Town will be responsible for initiating purchase orders and entering vendor invoices received into Blackbaud*.	Weekly
Finance and Accounting Services • **Receivables/Revenues** o Monitor receivables and review account coding and classification of revenues. *Cash receipt transactions will be entered by Town staff*. o Collaborate with Town personnel to manage customer information. • **Payroll** o Prepare (upload) the bi-weekly payroll journal entry. *Payroll transactions will be based upon employees' timekeeping information entered by Town staff into ADP. The Town will be responsible for maintaining documentation of review and approval of payroll timekeeping records*. o Reconcile the payroll summary report from the payroll processor (ADP) to the general ledger. • **Vendor Payments | Accounts Payable** o Manage the processing, review and approval, and payment of all invoices, in compliance with Sec. 218.70, *Florida Statutes*. o Review the application of invoices against purchase orders in Blackbaud and monitor the release of encumbrances. o Prepare the Vendor Payment Report and Invoicing Support report for presentation to Town management for approval or ratification. o Oversee and manage the recording of expenditure/expense transactions into the accounting software by Town personnel. *The Town will be responsible for the account coding of invoices, for confirmation of appropriate budget allocations and for approval of the invoices prior to payment*.	

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TASK	TIMING

Finance and Accounting Services (continued)
 	
• **Vendor Payments | Accounts Payable (continued)**
  ○ Collaborate with Town personnel to manage vendor information and obtain W-9 reports.
  ○ Monitor vendor payments for proper account coding, compliance with the Town's purchasing policies and with budgetary requirements.
	Bi-weekly

Finance and Accounting Services
 	
• Reconcile bank and investment accounts, identify errors and inform you of adjustments made. *The Client (not CRI) is responsible for reviewing the cancelled checks or electronic copies of checks for payees or endorsements*.
• Reconcile (calculated) prepaid items and amortize to expenditure/expense account(s).
• Prepare lease calculations, as applicable.
• Record / reconcile accrued liabilities.
• Reconcile all other balance sheet accounts, such as interfund accounts, revolving credit, etc.
• Reconcile GovEasy permit and related EasyPay reports, including business tax receipts (BTRs), escrows and cost recovery accounts.
• Enter month-end journal entries for modified-accrual basis of accounting.
• Prepare credit card reconciliations to identify reconciling items for Client's evaluation.
• Analyze internal financial reports for reasonableness.
• Prepare month-end financial reporting package for Town management and the Town Council. *Monthly reports due no later than the 25th of the following month*.
  ○ Balance Sheet
  ○ Budget-to-Actual Analysis
	Monthly

Finance and Accounting Services • Prepare the Department of Business & Professional Regulation Building Surcharge return from information provided by Town personnel and record the EFT for payment of the return.	Quarterly

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TASK	TIMING
Compliance Reports and Filings • Prepare the annual information filing for the Florida Office of Economic and Demographic Research (EDR). *Due no later than October 15th*. • Identify 1099 recipients and prepare Forms 1099 NEC and 1099 MISC to be filed electronically. *Due January 31st each year*. • Prepare the Unclaimed Property Report in compliance with Section 717.117, Florida Statutes. *Due no later than May 1st each year*. • Prepare and file Annual Qualified Public Depositor's Report with the Florida Department of Financial Services pursuant to Section 280.17(6), Florida Statutes. *Due November 30th each year*. • Prepare the Annual Investment Policy Certification pursuant to Section 218.415(14), Florida Statutes. *Due June 30th each year*. • Prepare the Local Highway Finance Report (Form FHWA-536) upon notification (request) by the Florida Department of Transportation. • Prepare all other financial reports as required by applicable law and accounting standards.	Annual

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TASK	TIMING
Year-End Close and Audit Assistance • Prepare account reconciliations for significant accounts, tying information out to third party sources such as the Department of Revenue website, FLAIR, payroll tax returns, etc. • Prepare year-end close entries and accruals, including capital asset reconciliations, lease amortizations, pension reconciliations and compensated absences. • Assistance in the preparation of financial statements, schedules and reports and gathering of requested documents as part of the annual financial statement audit process, to include correspondence with the auditor and scheduling fieldwork. • Prepare annual journal entries to convert modified-accrual financial information to full-accrual (government-wide) financial reporting. • Work with the Client's audit firm and management to coordinate the timing of audit work and to provide reports and schedules requested by the audit firm. • Prepare Audit Confirmation Letters requested by the audit firm. • Prepare the Schedule of Expenditures of Federal Awards (and/or State Financial Assistance), if thresholds are met in compliance with Uniform Guidance (Title 2, Part 200 of the Code of Federal Regulations) and/or the Florida Single Audit Act (Section 215.97, Florida Statutes). • Prepare any required workpapers and/or reconciliations to provide to the audit firm. • Maintain the listing of capital assets (additions, disposals, etc.) and prepare the depreciation schedule. • Respond to questions from the audit firm. • Review and propose edits to the draft of the audit report. • Assist management in preparing the Required Supplementary Information ("RSI") – budgetary schedules, pension schedules, and Management's Discussion & Analysis. • Assist management in preparing the Supplementary Information – statistical section. • Prepare the Annual Financial Report (LOGERx) for the Florida Department of Financial Services. *Due no later than June 30th*. • Provide for the remittance of the annual audit report to Palm Beach County. • Provide for the remittance of the annual audit report to the Auditor General. *Due no later than June 30th*.	Annual

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TASK	TIMING
Collaboration with Governance – the goal would be to collaborate with the Council and the Town's Finance Advisory and Audit Committee to create effective oversight and provide for lines of communication for input of prioritization of initiatives. • Respond to any questions from management, Council members or members of the Finance Advisory and Audit Committee. • Attend meetings or workshops of the Finance Advisory and Audit Committee. *Attendance will be via Zoom or Teams, unless otherwise specified by Town management*. • Attend meetings or workshops of the Council upon request. *Attendance will be via Zoom or Teams, unless otherwise specified by Town management*.	On-Going

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CRI CARR RIGGS & INGRAM

CRI ADVISORS, LLC

Exhibit B – Fee Schedule

This attachment is governed by the related Engagement Letter and the Agreement for Professional Services between CRI Advisors, LLC ("CRI Advisors", "CRI", "we", "us", or "our") and the Client ("the Town"); the terms of which are hereby incorporated into this attachment by reference. By executing the Engagement Letter and the Agreement for Professional Services, the parties agree to and intend to be bound by the terms of this attachment.

FEE SCHEDULE BY TASK
Budgeting and TRIM Compliance Our fees for these services will be based in part upon the amount of time required as well as the level and value of services rendered. The annual fees for this task will not exceed $10,000.
Finance and Accounting Services Our fees for these services will be billed monthly and will include weekly, bi-weekly, monthly and quarterly Finance and Accounting Services tasks detailed in the Scope of Services. The monthly fees for the Finance and Accounting Services will be $9,250 per month.
Compliance Reports and Filings Our fees for these services will be based in part upon the amount of time required as well as the level and value of services rendered. The annual fees for this task will not exceed $2,000.
Year-End Close and Audit Assistance Our fees for these services will be based in part upon the amount of time required as well as the level and value of services rendered. The annual fees for this task will not exceed $15,000.

Services not identified in Exhibit A that require significant additional time and direct expenses will be billed at our standard hourly rates plus reimbursement for direct expenses. Such additional charges shall be invoiced separately. CRI shall notify the Town in writing of such estimated fees and receive prior approval from the Town Manager in advance of the work being performed.

Annual Adjustment: On October 1, 2027, and each October 1st thereafter, the above rate of compensation shall be adjusted annually based on the percentage change in the Regional Consumer Price Index (CPI) for the Miami-Fort Lauderdale-West Palm Beach MSA (Series ID: CUURS35BSA0, CUUSS35BSA0), as measured on June 1st of the respective year. The percentage increase shall never be less than three percent (3%), regardless of CPI fluctuations, and if the CPI reflects a lower percentage increase, a minimum annual increase of 3% will still apply.

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MASTER SERVICES AGREEMENT

We are pleased that you have chosen to engage Carr, Riggs & Ingram to provide certain accounting, advisory, assurance, consulting, tax, and/or related services.

1. **ALTERNATIVE PRACTICE STRUCTURE**

"Carr, Riggs & Ingram" and “CRI” are the brand names under which Carr, Riggs & Ingram, L.L.C. (“CRI CPA”) and CRI Advisors, LLC (“CRI Advisors” or “Advisors”) provide professional services. CRI CPA, CRI Advisors, Carr, Riggs & Ingram Capital, LLC and their respective subsidiaries operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CRI CPA is a licensed independent CPA firm that provides attest services, as well as additional ancillary services, to its clients. CRI Advisors provides tax and business consulting services to its clients. CRI Advisors and its subsidiaries are not licensed CPA firms and will not provide any attest services. The entities falling under the Carr, Riggs & Ingram or CRI brand are independently owned and are not responsible or liable for the services and/or products provided, or engaged to be provided, by any other entity under the Carr, Riggs & Ingram or CRI brand. Our use of the terms "CRI," "we," “our,” "us," and terms of similar import, denote the alternative practice structure conducted by CRI CPA and CRI Advisors, as appropriate.

This Master Services Agreement 2.1 ("MSA") shall govern, throughout the entirety of our contractual relationship(s), including the provision of our services and deliverables as set forth in one or more Engagement Letters from CRI (the "Services").

2. **CLIENT OR TOWN**

"Client" (collectively referred to as "Town", "Client", "you", or "your") for the purposes of this MSA, shall mean the party or parties specifically listed as the Town on the applicable Engagement Letter. As examples, the Town might include {ONLY AS SPECIFICALLY IDENTIFIED OR LISTED IN THE ENGAGEMENT LETTER(S)}:

- The primary municipality to include all funds and blended component units.

3. **THIRD PARTIES AND INTERNAL USE**

With respect to each Engagement Letter, our Client(s) for a particular engagement will include only those entities specifically identified and listed under the Client Acknowledgement section of an Engagement Letter. There are no express or implied third-party beneficiaries to this MSA or any Engagement Letter, unless otherwise agreed to in writing. Unless otherwise stated in the applicable Engagement Letter, all Services and any associated deliverables are solely for Client’s use. To protect CRI from any unauthorized reliance or claims, Client agrees the Services (including associated deliverables) will not be distributed, circulated, or made available to (in part or whole), or used by any third party without CRI’s prior written

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consent and subject to the third party signing CRI's standard non-reliance letter. Client agrees to indemnify, defend, and hold CRI harmless from any third-party claims or liability that arise out of or result from Client's unauthorized disclosure of Services in violation of the foregoing sentence.

4. ENGAGEMENT LETTERS

All Services to be provided by CRI must be described in a written Engagement Letter executed by the applicable CRI entity and the Client. Each Engagement Letter will (i) identify the CRI entity responsible for performing the Services, and (ii) describe the scope of work, including the nature of the Services and any expected deliverables. CRI's obligations are limited solely to the Services expressly described in the applicable Engagement Letter. Execution of one Engagement Letter does not obligate CRI to provide Services under any future Engagement Letter unless separately agreed in writing.

Each Engagement Letter is subject to, and incorporates by reference, the terms and conditions of this MSA. In the event of any conflict between an Engagement Letter and this MSA, the terms of this MSA shall prevail, unless the Engagement Letter expressly states that it is intended to override a specific provision of this MSA with respect to the Services described therein.

5. OUR RESPONSIBILITIES

We will perform Services detailed in the Engagement Letter(s) in accordance with any applicable professional standards. Our responsibility is limited to the period(s) covered by the service(s) detailed in the Engagement Letter(s) and does not extend to any later periods for which we are not engaged to provide services, unless evidenced by a separate Engagement Letter. In case of conflict in terms, the order of precedence will the the Town's contract, the Master Services Agreement and then the Engagement Letter. We are available to provide you with business advice, but we are not obligated to do so unless you specifically engage us to do so via an Engagement Letter for this purpose. The parties agree that Client will only rely on written, not oral, statements or advice from CRI. We believe written advice is necessary to avoid confusion and to make clear the specific nature and limitations of our advice.

Unless otherwise stipulated in the Engagement Letter:

a. we will not perform any procedures designed to:
   - discover defalcations or other irregularities,
   - audit or otherwise verify the information you give us, or
   - detect immaterial misstatements or violations of laws or government regulations;

b. our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within your entity or noncompliance with laws and regulations; and our services are not designed to provide assurance on internal control or to identify deficiencies in internal control.

We are not investment advisors or brokers. Our advice concerning a particular investment shall be limited to advising you with regard to any applicable tax ramifications of the investment. It shall not include advising you regarding the economic viability or consequences of the investment or whether or not you should make, retain, or dispose of the investment. Our advice regarding any applicable tax

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ramifications of the investment shall be based on documents and information that you provide us regarding the investment. However, if you would like investment advice, we are happy to provide contact information for (a) qualified investment advisor(s).

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. Our Services do not relieve you of your responsibilities.

6. CLIENT RESPONSIBILITIES

Our Services will be conducted on the basis that you acknowledge and understand your responsibility for (as and if applicable):

a. assuming all management responsibilities; overseeing any services we provide by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, and/or experience;

b. evaluating the adequacy and results of services (including non-attest services) performed by us; and accepting responsibility for the results of such services; designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial information that is free from material misstatement, whether due to fraud or error, including monitoring ongoing activities;

c. the selection and application of accounting principles and framework;

d. the preparation and fair presentation of the financial information in conformity with the applicable accounting framework;

e. making drafts of financial information or financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers);

f. timely providing us with:

- access to all information of which you are aware or have in your possession, custody, or control that is relevant to the services for which we are engaged, including but not limited to items such as records, documentation, identification of all related parties and all related party relationships and transactions, and other matters;
- additional information that we may request;

g. unrestricted access to persons within the entity from whom we determine it necessary to perform our services;

h. the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting you or your entity involving:

- management,
- employees who have significant roles in internal control, and

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- others where the fraud could have a material effect on the financial information or financial statements;

i. informing us of your knowledge of any allegations of fraud or suspected fraud affecting you or your entity received in communications from employees, former employees, regulators, or any third parties;

j. identifying and ensuring compliance with applicable laws and regulations;

k. the safeguarding of assets, the proper recording of transactions in the book(s) of accounts; and the substantial completeness and accuracy of the financial records, and the full and accurate disclosure of all relevant facts to us.

l. informing, in writing, the engagement partner (or individual leading the engagement) before entering into any substantive employment discussions with any CRI CPA or CRI Advisor personnel, to ensure our independence is not impaired under the AICPA Code of Professional Conduct, if applicable.

We will assist in the preparation and fair presentation of financial information in conformity with the applicable accounting framework, preparing drafts of financial information or financial statements and assist in the design and implementation of programs and controls to prevents and detect fraud. The Town, however, is ultimately responsible for the financial information and for the programs and controls.

You represent that the information you are supplying to us is accurate and complete to the best of your knowledge and that you have disclosed to us all relevant facts affecting our services.

7. USE OF THIRD-PARTY SERVICE PROVIDERS AND FOREIGN AFFILIATES

By executing this MSA, and for so long as it remains in effect, you consent to our use of third parties, including subcontractors (collectively, "Service Providers"), in each case within or outside the United States, in connection with our provision of Services, and the disclosure of your Confidential Information (defined below), if applicable, to such Service Providers. We maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. We also secure and require confidentiality agreements with Service Providers to maintain the confidentiality of your information and take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your Confidential Information. We remain responsible for the work provided by such Service Providers.

8. RECORD RETENTION

We retain records in accordance with our record retention policy. We do not keep any of your original records, so we will return those to you upon completion of the engagement. When records are returned to you, it is your responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies. You acknowledge and agree that upon the expiration of the applicable retention periods reflected within our record retention policy, available upon request, we are free to destroy our records related to the relevant or affected engagement(s). While we may back up your files to facilitate our services, you are solely responsible for the retention and backup of your files and records. Therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent

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mistake, or force majeure, copies of which you have provided to us pursuant to this MSA or any related Engagement Letter(s), we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession. The workpapers and files which CRI generates in connection with providing the services are the property of CRI.

9. CONFIDENTIALITY; REQUEST FOR DISCLOSURE

"Confidential Information" means all non-public information including, but not limited to documents, reports, technology, security procedures, methods of operation, software, data, records, forms and other materials obtained by one party (the "Receiving Party") from the other party (the "Disclosing Party") (whether related to the party or its customers, affiliates, or representatives) that the Disclosing Party marks as "confidential" or "proprietary" or that otherwise by its nature should be understood by a reasonable person to be confidential. Each Party shall exercise the same level of care to protect the other's Confidential Information as it exercises to protect its own Confidential Information but in no event less than reasonable care. Further, as part of the alternative practice structure both CRI CPA and CRI Advisors agree to comply with the AICPA Code of Professional Conduct, as applied to the alternative practice structure, and applicable federal, state, and local rules with respect to confidentiality of client information. Notwithstanding the foregoing, Confidential Information does not include information that (i) is or becomes publicly available or is generally known to persons in the industry at no fault of the Receiving Party; (ii) was rightfully known to the Receiving Party prior to disclosure; (iii) is developed independently by the Receiving Party; (iv) is received from a third party without a breach of an obligation of confidentiality, or (v) is required to be disclosed in order to provide the contemplated Services. Client agrees it will not disclose Confidential Information to CRI except as requested or as necessary for CRI to provide the Services.

CRI may disclose Confidential Information to its officers, employees, partners, subcontractors, vendors and affiliates (collectively, "Representatives"), as necessary to provide the Services, for administrative or regulatory compliance purposes, or as otherwise described herein or in any applicable Engagement Letter. Representatives shall be bound by similar confidentiality obligations. CRI may also disclose Confidential Information if required by applicable law, statute, rule regulation, professional standard (each, an "Order"), or validly issued judicial, governmental, or administrative demand, or other legal process (each, a "Demand"). In such instance, CRI will use commercially reasonable efforts to provide prompt notice to the Disclosing Party, unless prohibited by law, to allow the Disclosing party to seek a protective order at Disclosing party's sole cost and expense. You agree to defend, reimburse, and hold us harmless from any costs or expenses (including reasonable internal and external professional fees) incurred (i) responding to any Order or Demand or (ii) defending the privilege, including, by way of illustration only, our attorney's fees, court costs, outside adviser's costs, out-of-pocket expenses of any kind, or penalties or fines imposed as a result of your asserting the privilege or your direction to us to assert the privilege or otherwise withhold production; provided, however, we retain the sole discretion, after consultation with our legal counsel, to determine whether or not, and to what extent, to comply with or otherwise address any Order or Demand. Notwithstanding any other provision of this MSA, CRI may use Confidential Information to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings, and for development or performance of data analysis or other insight generations.

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10. DATA SECURITY

In connection with providing the Services, we may transmit, store, or provide access to data (including your Confidential Information and other sensitive information) through electronic means, such as email, secure transfer portals, cloud-based infrastructure, or third-party software applications (e.g., tax return preparation software). We may also use collaborative tools such as remote access, virtual private networks, secure file transfer, or other online platforms that facilitate real-time collaboration and data sharing. We employ measures reasonably designed to safeguard data transmitted or stored through such means, in accordance with applicable laws and professional standards. We also require our third-party service providers to implement security measures reasonably designed to protect such data. You acknowledge, however, that electronic communications and storage systems are subject to risks beyond our control. We are not responsible for the unauthorized interception, access, or breach of data once it has been transmitted or made accessible, despite the use of reasonable safeguards by us or our third-party vendors. By entering into this MSA, you consent to our use of these methods and third-party service providers in connection with the Services. In some cases, you may be asked to execute a separate acknowledgement or agreement with a third-party vendor and to be bound by that vendor's terms, conditions, and limitations. We are not responsible for the acts or omissions of such third-party vendors.

Any requests for data security or privacy assessments or completion of security questionnaires will be at Client's cost and CRI reserves the right to charge for time incurred by any CRI employees responding to such assessments or questionnaires.

In connection with providing Services, CRI may use artificial intelligence ("AI") tools, including generative AI and machine-learning technologies, to assist with research, drafting, data analysis, or other support functions. CRI will use such tools in a manner consistent with professional standards and will not input any of your Confidential Information into publicly available AI platforms. Any use of AI will be subject to CRI's internal policies and security protocols designed to safeguard Client Confidential Information. CRI will remain responsible for the professional judgment applied in delivering the services and for compliance with applicable laws, regulations, and professional standards.

11. GOVERNING LAW AND VENUE

Refer to Section 36 of the Town's contract.

12. DISPUTE RESOLUTION AND JURY TRIAL WAIVER

The parties agree that, notwithstanding any applicable statute of limitations, any action, regardless of form, must be brought within one-year of the earlier of the (i) act or omission, or delivery of the Services giving rise to the alleged liability or claim occurred or (ii) termination of the applicable engagement(s).

In the event of a dispute between the parties, which arises out of or relates to this MSA or any related Engagement Letter(s), the breach thereof or the Services provided or to be provided hereunder or in the related Engagement Letter(s), if the dispute cannot be settled through negotiation, the parties agree that before initiating any litigation they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation shall be conducted

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before a mutually agreed mediator selected by the parties. The costs of any mediation proceedings shall be shared equally by all parties.

UNLESS OTHERWISE PROHIBITED BY LAW OR APPLICABLE PROFESSIONAL STANDARD EACH PARTY IRREVOCABLY, VOLUNTARILY AND KNOWINGLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR COUNTERCLAIM ARISING OUT OF OR RELATED TO THIS MSA, ANY ENGAGEMENT LETTER, OR ANY SERVICES OR DELIVERABLES PROVIDED. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING. IT INCLUDES ALL CLAIMS THAT MAY BE FILED IN ANY COURT, INCLUDING, BUT NOT LIMITED TO, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. IT ALSO INCLUDES ALL SUCH CLAIMS THAT MAY BE BROUGHT AGAINST CRI AND ITS REPRESENTATIVES, CURRENT OR FORMER.

13. TERMINATION

Refer to Section 3 of the Town's contract

14. RELATIONSHIP AND DISCLOSURE BETWEEN AFFILIATES

As indicated, CRI CPA and CRI Advisors operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CRI Advisors has a contractual arrangement with CRI CPA whereby CRI Advisors provides CRI CPA with professional and support personnel and other support services to allow CRI CPA to perform its professional services and performs all services in connection with our engagements for which licensure as a CPA firm is not required. From time to time, CRI Advisors may consult with CRI CPA in the provision of services pursuant to this MSA or an underlying Engagement Letter. In order to avoid duplication of efforts arising out of this arrangement, you consent to our sharing among and between CRI Advisors and CRI CPA the information that we may obtain from you in the course of an engagement performed or services provided in any and all Engagement Letter(s).

You consent to CRI Advisors and CRI CPA sharing your Client information, including Confidential Information, with one another and their respective subsidiaries and affiliates, in support of the Services to be provided under an Engagement Letter. Further, you consent to the transfer by CRI CPA of all Client files, work papers and work product (for services other than attest services), if any, which includes Confidential Information to CRI Advisors.

You consent to us using your financial, tax, and personal information to send to you by any medium: firm newsletters, surveys, press releases, invitations to our seminars, information regarding related services from affiliated companies and/or portfolio companies, and any other communication sent to some or all of our clients. You also consent to us sharing your financial, tax, and personal or confidential information with our affiliated companies and/or portfolio companies. This consent is not conditioned upon our providing services to you.

15. EMPLOYMENT OFFERS TO OUR PERSONNEL

During the terms of this MSA and for a period of one year thereafter, you agree not to hire, solicit, or attempt to solicit, whether directly or indirectly, any CRI partner, employee, or subcontractor involved in the provision of Services to you without the prior written consent of CRI.

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16. SEVERABILITY

Refer to Section 19 of the Town's contract.

17. COUNTERPARTS

Refer to Section 31 of the Town's contract.

18. MODIFICATION

This MSA may be amended, modified, or supplemented only by written agreement executed by all parties. In the event of a conflict between the terms of this MSA and any Engagement Letter(s), the terms of this MSA shall supersede, unless the applicable Engagement Letter(s) specifically states otherwise and references this MSA.

19. INDEPENDENT CONTRACTOR

CRI shall perform the Services described in any Engagement Letter as an independent contractor and not as an employee, partner, joint venturer, or agent. Unless otherwise agreed to in writing, neither this MSA nor any Engagement Letter shall be construed to create any fiduciary, employment, partnership, or agency relationship between you and CRI.

20. LATE FEES AND INTEREST

Client agrees to pay all services, fees, and costs of any underlying engagement, and payment is due upon receipt of our invoice. We reserve the right, in our sole discretion, to impose late fees or interest on any balance that is past due. Failure to make timely payments may, upon notice, result in our termination of this MSA and any Engagement Letter(s).

21. ASSIGNMENT

CRI may assign all or part of the Agreement to a parent, subsidiary, affiliate, or to any entity acquiring all or a portion of our equity or assets. Client may not assign its obligations or entitlement to services under this Agreement without CRI's prior written consent.

22. FORCE MAJEURE

Refer to Section 3(c) of the Town's contract.

23. ENTIRE AGREEMENT

This Agreement, including the Town's contract, all Engagement Letter(s) and all attachments, schedules, and exhibits hereto or thereto, all of which are incorporated herein by reference, constitutes the full and complete agreement between the parties, including all predecessors of CRI, concerning the subject matter hereof and supersedes all prior and contemporaneous understandings and writings with respect thereto. No additional terms contained in any purchase order, order acknowledgement, confirmation, delivery acknowledgement, similar document, other correspondence, or written or oral communication between the parties will be valid and such additional or conflicting terms are deemed rejected by the parties.

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24. AUTHORITY TO BIND

By executing an engagement letter that references this MSA, Client agrees to be bound by its terms. Any individual signing on behalf of a person, company, or other entity represents that they have authority to bind such party and its affiliates and will provide proof of authority upon request. If the individual lacks such authority or does not agree to these terms, they must not execute this MSA or use the Services.

CLIENT ACKNOWLEDGEMENT(S)

If you acknowledge and agree with the terms of our agreement as described in this MSA, please indicate by executing.

Very truly yours,

CRI Advisors, LLC

CRI ADVISORS, LLC

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, L.L.C.

Signature
Valerie Oakes
Town of Loxahatchee Groves ***<signature>***

<sign date>

Authorized Signer on behalf of Town of Loxahatchee Groves

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To Management
of Town of Loxahatchee Groves

This Engagement Letter and its attachments, if any, are governed by the Master Services Agreement 2.0 or 2.1 (“MSA”) between CRI Advisors, LLC (“CRI Advisors”, "Advisors", “we”, “us”, or “our”) and the Client; the terms of which are hereby incorporated into this Engagement Letter by reference. By executing this Engagement Letter, the parties agree to and intend to be bound by the terms of the MSA.

"Carr, Riggs & Ingram" and “CRI” are the brand names under which Carr, Riggs & Ingram, L.L.C. (“CRI CPA”) and CRI Advisors provide professional services. CRI CPA, CRI Advisors, Carr, Riggs & Ingram Capital, LLC and their respective subsidiaries operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CRI CPA is a licensed independent CPA firm that provides attest services, as well as additional ancillary services, to its clients. CRI Advisors provides tax and business consulting services to its clients. CRI Advisors and its subsidiaries are not licensed CPA firms and will not provide any attest services. The entities falling under the Carr, Riggs & Ingram or CRI brand are independently owned and are not responsible or liable for the services and/or products provided, or engaged to be provided, by any other entity under the Carr, Riggs & Ingram or CRI brand. Our use of the term "CRI," and terms of similar import, denote the alternative practice structure conducted by CRI CPA, CRI Advisors, their subsidiaries and affiliates, as appropriate.

This Engagement Letter confirms and specifies the terms of our engagement and clarifies the nature and extent of the services we will provide for Town of Loxahatchee Groves (“Client”, "Entity", “you”, or “your”) as of and for the period ended September 30, 2027 (the “Selected Period(s)”). Except as otherwise expressly set forth herein, this Engagement Letter only governs non-attest services. Any attest services, including any attest services provided by CRI CPA or any other entities within the Carr, Riggs & Ingram alternative practice structure, will be governed by a separate Engagement Letter between such entity and the Client.

A. SCOPE AND OBJECTIVES

The objective of our engagement is to provide bookkeeping and accounting services, as identified in the Other Services section of this Engagement Letter with respect to the Entity, based on information provided by you and comply with applicable professional standards, including the AICPA’s *Code of Professional Conduct*, and its ethical principles of integrity, objectivity, professional competence, and due care.

This engagement does **not** include the preparation of financial statements. No representative of Town of Loxahatchee Groves, in any way, may state or imply that CRI Advisors, LLC or Carr, Riggs & Ingram, L.L.C., or any of their respective subsidiaries or affiliates have been associated with any financial information.

B. OUR RESPONSIBILITIES

Our engagement will be conducted in accordance with the Statements on Standards for Consulting Services Statements established by the American Institute of Certified Public Accountants ("AICPA") and will not constitute an audit in accordance with auditing standards generally accepted in the United States of America or an examination or compilation of the Entity's financial statements in accordance with the attestation standards established by the AICPA. The procedures will not constitute an examination of management's assertions concerning the effectiveness of the Entity's internal controls nor an examination of compliance with laws, regulations, or other matters. Accordingly, this engagement will not result in the expression of an opinion, or any other form of assurance.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the Entity or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of this engagement.

We are available to provide you with business advice, but we are not obligated to do so unless you specifically engage us to do so via an Engagement Letter for this purpose. The parties agree that Client will only rely on written, not oral, statements or advice from CRI Advisors. We believe written advice is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice unless it has received a full supervisory review and is provided by us in writing directly to you.

Our bookkeeping and accounting services do not relieve you of your responsibilities.

As a large professional services organization, CRI Advisors and CRI CPA are engaged by new clients every day and cannot ensure that an engagement for the involved parties will not be accepted by CRI Advisors nor CRI CPA. We take no responsibility for monitoring possible conflicts that could arise during the course of the engagement, although we will inform you promptly should conflicts come to our attention.

C. OTHER SERVICES

We will perform the following non-attest services for the Entity, based upon information provided by you and in accordance with professional standards:

- Assist management by providing other non-attest services: consulting services as detailed in Exhibit A

For any non-attest services provided by CRI, you agree to assume all management responsibilities for these non-attest services and any other non-attest services we provide; oversee the services by

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designating an individual with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

The non-attest services, if any, are limited to those previously defined in this letter, or as identified in a separate Engagement Letter. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

D. CLIENT RESPONSIBILITIES

In addition to your responsibilities identified in the MSA, our engagement will be conducted on the basis that you acknowledge and understand your responsibility for:

- the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial information that is free from material misstatement, whether due to fraud or error
- the prevention and detection of fraud
- ensuring that the Entity complies with laws and regulations applicable to its activities
- the accuracy and completeness of the records, documents, explanations, and other information, including significant judgments you provide to us for the engagement
- timely providing us with (1) access to all information of which you are aware that is relevant to the engagement, such as records, documentation, and other matters; (2) additional information that we may request from you for the purpose of the engagement; and (3) unrestricted access to persons within the Entity from whom we determine it necessary to make inquiries
- informing, in writing, the individual leading your engagement before entering into any substantive employment discussions with any CRI CPA or CRI Advisors personnel, to ensure our independence is not impaired under the AICPA Code of Professional Conduct, if applicable

E. ENGAGEMENT ADMINISTRATION

We understand that you will provide us with the information required for our engagement. A request list of information we expect to need for our engagement will be provided to you. Your prompt attention to and timely return of the requested items will significantly contribute to the efficiency of our process.

In accordance with certain regulations, we, as your consultants, are required to make the following commitments:

- The documentation is the property of CRI and constitutes confidential information. However, we may be requested to make certain engagement documentation available to regulators, federal or state agencies, governmental agencies, etc. ("regulators" or "agencies") pursuant to authority given to it by law or regulation. If requested, access to such engagement documentation will be provided under the supervision of CRI Advisors personnel. Furthermore, upon request, we may provide copies of selected engagement documentation to these regulators or agencies. These

regulators or agencies may intend, or decide, to distribute the copies or information contained therein to others.
- As appropriate, we may meet with the appropriate parties before the engagement report is provided to any required regulators or agencies.

The information that we obtain in this engagement is confidential, as required by the AICPA Code of Professional Conduct. Therefore, your acceptance of this Engagement Letter will serve as your advance consent to our compliance with above commitments.

F. REPORTING

We will document the results of our procedures and observations in written submission (e.g., report, client databook, recommendations, etc.). The written submission may be supplemented by oral business advice specifically focused on further clarifying the written feedback provided. Collectively, the written submission and associated oral business advice are referred to as our "deliverable(s)".

G. TERMINATION

Refer to Section 3 of the Town's contract.

H. OUR FEES

Refer to Exhibit B - Fee Schedule.

Our professional fees for the services described in this engagement letter will be based on the actual time incurred by our professionals at standard hourly rates plus out-of-pocket expenses, such as travel, meals, services from other professionals, and direct administrative costs (courier services, report preparation, copying), as well as an administrative fee of 7% to cover indirect administrative costs associated with the engagement. We may also charge a fee for applications, subscriptions, hosting, or technology we utilize in providing services to you.

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

CLIENT ACKNOWLEDGEMENT(S)

If you acknowledge and agree with the terms of our agreement as described in this Engagement Letter, please indicate by executing.

Very truly yours,

CRI Advisors, LLC

CRI ADVISORS, LLC

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Signature
Valerie Oakes
Town of Loxahatchee Groves

<signature>

<sign date>

Authorized Signer(s)

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Exhibit A – Scope of Services

This attachment is governed by the related Engagement Letter and the Agreement for Professional Services between CRI Advisors, LLC ("CRI Advisors", "CRI", "we", "us", or "our") and the Client ("the Town"); the terms of which are hereby incorporated into this attachment by reference. By executing the Engagement Letter and the Agreement for Professional Services, the parties agree to and intend to be bound by the terms of this attachment.

CRI's role provides for primary responsibility for performing the accounting and financial services on behalf of the Town, as described herein, using the Town's technology and software to carry out the assigned duties.

CRI is providing its services with the understanding that we will collaborate with the Town's Fiscal Analyst and other Town personnel to fulfill the scope of work outlined in this agreement. The Town's participation may include, but is not limited to, administrative tasks, data entry and general accounting support necessary for the completion of cash receipting, vendor payments, budgeting, financial reporting and related tasks.

The Town agrees to retain responsibility for the initial data entry, verification and recording of vendor invoices, purchase orders, and cash receipts (including preparing bank deposits and remitting the deposits to the Town's selected financial institution). CRI will review and reconcile these records to ensure their accuracy in collaboration with designated Town personnel.

TASK	TIMING
Policies and Procedures – goals include providing for additional controls over purchasing; improvement of controls over compliance with Chapter 218 Part VII, Florida Statutes, *Florida Prompt Payment Act*; enhancements in the use of Blackbaud Financial Edge NXT (Blackbaud) to accurately capture and record transactions (including encumbrances, cost recovery and project tracking); and, create an infrastructure for consistent application of adopted policies. • On-site visit to review existing policies and procedures with Town personnel. We would have two (2) people on-site for two (2) days. • Propose revisions to the policies and procedures. This will primarily focus on accounting and finance policies and procedures but may include proposed revisions to personnel policies. • Develop and present training to Town personnel on compliance with the revised policies and procedures.	Ad Hoc

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TASK	TIMING
Fiscal Year 2026 Accounting Clean-Up – goals include review and clean-up of cost recovery projects in Blackbaud, review and correction (as needed) of purchase orders and encumbrances, review and correction (as needed) of account reconciliations, and preparation of account reconciliations not yet completed. • In coordination with the revision of policies and procedures, clean-up the accounting for cost recovery projects and train Town personnel to maintain accurate accounting records. • Review purchase orders and ensure procedures are in place to relieve encumbrances when invoices are received. Make corrections within Blackbaud, as needed. • Review account reconciliations previously prepared and make corrections, as needed. • Collaborate with on-site Town personnel involved in the Finance and Accounting process to provide for efficiencies, providing training, as needed.	Ad Hoc
Collaboration with Governance – the goal would be to collaborate with the Council and the Town's Finance Advisory and Audit Committee to create effective oversight and provide for lines of communication for input of prioritization of initiatives. • Respond to any questions from management, Council members or members of the Finance Advisory and Audit Committee. • Attend meetings or workshops of the Finance Advisory and Audit Committee. *Attendance will be via Zoom or Teams, unless otherwise specified by Town management.* • Attend meetings or workshops of the Council upon request. *Attendance will be via Zoom or Teams, unless otherwise specified by Town management.*	On-Going

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Exhibit B – Fee Schedule

This attachment is governed by the related Engagement Letter and the Agreement for Professional Services between CRI Advisors, LLC ("CRI Advisors", "CRI", "we", "us", or "our") and the Client ("the Town"); the terms of which are hereby incorporated into this attachment by reference. By executing the Engagement Letter and the Agreement for Professional Services, the parties agree to and intend to be bound by the terms of this attachment.

FEE SCHEDULE BY TASK
Policies and Procedures Consulting Our fees for these services will be based in part upon the amount of time required as well as the level and value of services rendered, using our standard hourly rates: The task is anticipated to take 90 to 100 hours. The one-time fees estimated for this task will not exceed $26,000.
Fiscal Year 2026 Accounting Clean-Up Our fees for these services will be based in part upon the amount of time required as well as the level and value of services rendered, using our standard hourly rates: The task is anticipated to take 60 to 80 hours. The one-time fees estimated for this task will not exceed $21,000.

Services not identified in Exhibit A that require significant additional time and direct expenses will be billed at our standard hourly rates plus reimbursement for direct expenses. Such additional charges shall be invoiced separately. CRI shall notify the Town in writing of such estimated fees and receive prior approval from the Town Manager in advance of the work being performed.

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Prepared for Town of Loxahatchee Groves

CPA Services Proposal

May 2026



Presented To

VALERIE OAKES
ACTING TOWN MANAGER

Presented By

MCINTOSH CPA

MCINTOSH CPA
INTEGRITY • INSIGHT • ASSURANCE

ABOUT US

Vision

To provide governments with the highest quality consulting services that enables their growth and compliance needs and fosters increased public confidence. We have an unwavering dedication to public service, integrity, and the pursuit of excellence in providing services to governments.

Meet Racquel McIntosh, CPA

McIntosh CPA is led by Racquel McIntosh, who brings 18 years of exemplary service in the government auditing and accounting industry. In her previous role, she was an audit partner providing auditing services to municipalities and special districts throughout the State of Florida and in charge of audit quality for the firm. In addition, she assisted clients with internal policy review, internal control best practices and implementation, and assisted with implementation of accounting software and accounting standards.

In her new role with McIntosh CPA, she will focus on providing consulting services to governments including;

- financial statement review or preparation,
- budget preparation,
- education and training to staff,
- internal control review,
- compliance review,
- ERP implementation, and
- other general accounting needs.

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ABOUT US

Meet Damion Tyrell, MBA

Damion has a B.Sc. in Professional Management and a MBA with a concentration in strategic operations. He has over 20 years of experience in strategic and operations management. His focus will be assisting clients in restructuring operations, strategic planning and performance measurement.

In addition, his experience spans, but is not limited to the following;

- process reengineering,
- standard operating procedures manual guide and preparation,
- performance measures implementation and assessment,
- team building,
- research and planning,
- forecasting,
- budgeting,
- financial analysis,
- project management, and
- marketing, sales, and promotions.

McIntosh CPA is an accounting firm providing governments with auditing, accounting and consulting services. The firm is licensed to practice in the State of Florida. Our vision/mission is to provide our clients with the highest quality audit and accounting services that enable their growth and compliance needs and foster increased public confidence. We have an unwavering dedication to public service, integrity, and the pursuit of excellence in providing services to our clients. As a small firm, we will provide the Town of Loxahatchee Groves ("Town")personalized attention, with quick decision making.

While the company is new, the managing partner has been providing auditing services to governments for over 21 years and has an impeccable reputation among former clients. With this experience and knowledge, we are uniquely qualified and ready to assist the Town with the services needed. We are confident that we will not only provide the services required but exceed expectations.

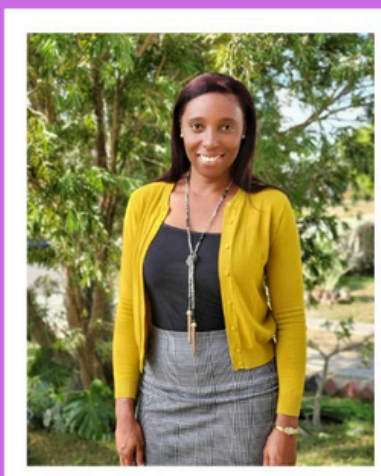
We pride ourselves on always responding to clients within 24 hours as we recognize that a lot of what they do is time sensitive.

We thank you for the opportunity to provide a proposal and look forward to working with the Town team.

Please do not hesitate to contact Racquel McIntosh at 2385 NW Executive Center, Suite 100, Boca Raton FL 33431 or 561-981-6282 with any questions.

Sincerely,

Racquel McIntosh, CPA
President



RACQUEL MCINTOSH

CPA

561-981-6282

mcintoshcpa@outlook.com

Racquel Mcintosh, CPA

2385 NW Executive Center Dr. Suite 100, Boca Raton FL

EDUCATION

Masters of Accounting
Florida Atlantic University
2004

Bachelor of Arts B.B.A
Major: Accounting & Finance
Florida Atlantic University
2003

INDUSTRIES

Governments

Non-profits

MEMBERSHIPS

AICPA
FICPA
FASD
FGFOA

FASD Board Member/Presenter

FICPA SLG Committee Member

Profile

Racquel has been providing auditing and consulting services to governments and non-profits for over 18 years. Her in-depth knowledge of government/non-profit compliance requirements, regulations, accounting principles and audit methodologies provides clients with the highest service quality delivered with the utmost integrity.

Experience

- Oct 2023- Present
  McIntosh CPA
  Founder & Managing Partner
- 2014 - 2023
  Grau & Associates
  Audit Partner
- 2011 - 2013
  Grau & Associates
  Audit Manager
- 2009 - 2011
  Grau & Associates
  Audit Senior
- 2005 - 2009
  Grau & Associates
  Audit Staff

Collaborations

In addition to external audits, Racquel has assisted clients with implementing new accounting standards and State legislation, switching ERP systems, improving internal controls via new policies and procedures, providing education via webinars/seminars, and providing guidance to management.

Qualifications of Team Members

McIntosh CPA is licensed to practice in Florida.

The services will be performed by Racquel McIntosh CPA, who brings 21 years of exemplary service in the government auditing and accounting industry. Racquel served as the audit partner for the following governments;

Palm Beach:
Town of Highland Beach
Town of Haverhill
Town of Hypoluxo
Town of Lantana
Village of Wellington

Broward:
City of Cooper City
City of Pembroke Park
City of Weston
City of West Park
Town of Hillsboro Beach
Town of Lauderdale by the Sea

INTOSH CPA
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Scope

McIntosh CPA will provide the Town general accounting services as proposed below.

Approach

Finance Department Assessment

We will assist the Town in assessing the needs of the finance department, including the following;

- Assessment of current finance functions and tasks assigned to employees
- Recommend changes to finance structure

Internal Control Assessment

- Assess finance internal controls in place
- Evaluate documented policies/procedures for sufficiency, applicability and effectiveness
- Assist with drafting/updating new/existing policies and procedures

Accounting/Finance Contractor

We will assist the Town in making an assessment of the duties and responsibilities of the accounting/finance contractor and setting goals and metrics for the company. Evaluation will include;

- Obtaining an understanding of the financial system (s) in place
- Obtaining an understanding of the financial operations of the Town
- Obtaining an understanding by reading contractor agreement as to the scope of services to be provided by the finance contractor
- Provide recommendations for contractor accountability; including weekly and monthly touchpoints and proof of work performed

Approach Cont'd

Finance Staff Training

Upon completion of the assessment of finance functions, changes needed to internal controls and improved policies and procedures, we will assist with training current staff on new policies, procedures, and controls.

Responsiveness

We pride ourselves on our responsiveness to our clients. We respond within 24 hours, but many times prior to that.

Reference

Joe DeCerbo
District Manager
Spring Lake Improvement District
jdecerbo@springlakefl.com

Tanya Quickel
Deputy Village Manager
Village of Wellington
tquickel@wellingtonfl.gov

Fee Structure

Compensation is proposed as follows;

Finance Department Assessment - $10,000
If no written policies exist, add $5,000 for drafting policies

Accounting/Finance Contractor - $4,000

Finance Staff Training - $8,000
Includes 50 hours of training

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THANK YOU

We appreciate the Town's consideration of our proposal and look forward to working with you. If you have any questions please reach out to Racquel at mcintoshcpa@outlook.com or 561-981-6282.

CONTACT INFORMATION

2385 NW Executive Center Drive
Suite 100
Boca Raton, FL 33431
561-981-6282

Finance Assessment, Transition & Interim Financial Management

For

Town of Loxahatchee Groves, Florida

Date: June 4, 2026

Submitted by: TriMerge Consulting Group, P.A.
Address: 39 NW 166 Street Suite 1

Miami, FL 33169 US

FEIN: 20-0192243
Company Email: info@TriMergeConsulting.com
Website: www.TriMergeConsulting.com
POC: Geraldine Lazarre, CPA
Title: President
Phone Number: (305) 940-5344
POC Email: glazarre@TriMergeCPA.com

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Cover Letter

June 4, 2026

Town of Loxahatchee Groves, Florida
Acting

It was a pleasure to meet with you and your team and to hear, candidly, where the Town stands. What came through clearly is an organization in a genuine moment of transition — building a stronger leadership team, tightening its operations, and wanting a finance function that is dependable, transparent, and that keeps pace with the work.

Finance touches everything the Town does, and it is what the Council relies on most. Our read is that the Town does not need another arrangement that hands the work back to already-stretched staff. It needs an experienced partner that will step in, fully assume the day-to-day, work through the backlog, and leave the Town with stronger systems, better-trained people, and a clear-eyed recommendation on the structure that fits a community of your size for the long run.

That is precisely the work we do, and have done across South Florida for more than two decades. The pages that follow lay out how we see your situation, the breadth of our relevant experience, the full range of services we bring, exactly how we would help, and how we propose to structure the engagement so that the Town stays in control of both scope and budget.

We would welcome the opportunity to serve the Town, and we are confident we can help.



Geraldine Lazarre, CPA
President
TriMerge Consulting Group, P.A.

1. Understanding the Town's Priorities

Based on our discussion and a review of the Town's publicly available financial information and recent Council meetings, several priorities stand out. None are unusual for a small Florida municipality building capacity — and all are addressable.

Day-to-Day Responsiveness Vendor payments and routine requests need to move on a reliable schedule, with a clear owner and defined process.	**Purchase Orders & Encumbrances** Encumbrances should be recorded against POs and relieved as invoices post, so balances reflect reality.
Internal Controls & Access Clear approval paths, proper segregation of duties, and controlled, documented access to banking and systems.	**System Adoption & Training** Department directors and staff trained to code and process within the Town's financial software as part of routine.
Audit & Statutory Timeliness The current-year audit and required state filings are time-sensitive; the calendar leaves no room to drift.	**Budget & Council Reporting** Budget season is here. The Council needs accurate, plain-language reporting it can act on with confidence.

The common thread is structural: the Town has been carrying work an outside partner should own, and has not been resourced for the full range of services a modern finance operation requires. Our approach inverts that — we absorb the work first, then build the Town's internal capability deliberately.

2. Firm Experience & Past Performance

For more than two decades, TriMerge has supported Florida local governments across the full range of financial management — from day-to-day operations and audit support to budgeting, policy, training, systems, and recruitment. The breadth below speaks directly to the scope the Town is contemplating.

22+ Years serving Florida governments	**6 yrs** Opa-locka financial recovery	**Zero** Findings on our anchor engagement	**CPA** Licensed firm & leadership

CLIENT	ENGAGEMENT & SCOPE	CAPABILITIES
City of Opa-locka	Multi-year financial recovery under state oversight — rebuilt the finance department, supported an operational audit cleanup, and recruited the permanent Finance Director and budget administrator.	**Turnaround · Interim Leadership · Staffing & Recruitment · Audit Support · Controls**

City of Deerfield Beach	Six-month finance special project — assess, prioritize, address, and recommend a sustainable path forward.	**Assessment · Process & Procedures · Financial Management**
City of North Miami Beach	Budget support, fund balance research, and financial policy update.	**Budget · Financial Reporting · Policy**
City of Miami Beach	Audit support for a major South Florida municipality.	**Audit Support · Financial Reporting**
City of Oakland Park	Currently engaged to support the City Manager's Budget Letter.	**Budget · Executive Reporting**
Town of Bay Harbor Islands	Municipal financial management and advisory support.	**Financial Management · Advisory**
North Bay Village	Capital asset accounting, GASB 87 & 96 implementation, pooled-cash reconciliation, and multi-stakeholder coordination among auditors and advisors.	**Technical Accounting · Systems · Financial Reporting**

Taken together, these engagements demonstrate exactly the capabilities the Town needs in one firm: financial management, process and procedure design, training, audit support, financial reporting, budgeting, systems, and staffing and recruitment.

3. Services & Capabilities

TriMerge is a full-service firm. Where the Town's finance function has been resourced for little more than basic transaction processing, we bring the complete range of capabilities a modern municipal finance operation requires — including the technology and automation that let a small team perform like a much larger one.

Financial Management & Accounting Day-to-day operations, accounts payable and receivable, payroll coordination, general ledger, monthly and year-end close, reconciliations, and cash management.	**Audit Support & Compliance** Audit readiness and coordination, schedules and workpapers, GASB implementation, and statutory state filings to the Auditor General and DFS.
Budgeting & Capital Planning Annual budget development, TRIM compliance, capital improvement budgeting, forecasting, and ongoing budget-to-actual monitoring.	**Internal Controls & Process Improvement** Controls design, segregation of duties, written policies and procedures, workflow documentation, and risk assessment.
Training & Capacity Building Hands-on training for staff and department directors, system-adoption coaching, and knowledge transfer that leaves the Town self-sufficient.	**Interim Leadership, Staffing & Recruitment** Interim finance directors and controllers, plus sourcing and recruitment of permanent finance staff.

Technology, AI & Automation

Our technology team builds practical, tailored solutions that modernize how the finance function runs a true differentiator for a small government that wants to do more with the staff it has.

- Workflow automation for accounts payable, purchase orders, and approval routing
- AI-assisted invoice and document processing, with exception and anomaly flagging
- Custom dashboards and real-time financial reporting for the Council and management
- Custom application development tailored to the Town's specific operations
- Financial system optimization, integration, and paperless, digitized workflows

And underpinning all of it: strategic and advisory services long-term financial strategy, organizational design, and policy guidance to keep the Town on solid footing well beyond this engagement.

4. Our Approach

We mobilize an experienced, in-person team from day one and advance our work in coordinated phases — stabilizing operations immediately, working through the backlog, and developing the Town's long-term answer from what we actually observe, not from a desk study.

4.1. Diagnostic Assessment

We begin with a structured review to establish a baseline and set immediate priorities — not a final verdict, but the starting map that directs the early work.

- Process mapping for AP, purchasing and encumbrances, payroll, and the monthly close
- Internal-controls and access review, with practical remediation steps
- Inventory of systems, accounts, logins, and administrative rights
- Initial risk assessment and prioritized action plan

4.2. Structured Transition & Cleanup

A deliberate, low-risk handoff from the current provider, sequenced to the contractual notice period so nothing falls through the cracks — while we work through the accumulated backlog.

- Knowledge transfer and documentation of current processes before anyone steps away
- Clean transition of banking and funder access by Council resolution, with dual-control safeguards
- Backlog cleanup — accounts payable, reconciliations, and encumbrance integrity

We will work alongside the firm currently engaged to support the audit, to finalize the current-year audit.

This protects the audit timeline during the transition rather than disrupting it.

4.3. Interim Financial Management

We fully assume the day-to-day finance function previously outsourced. This is dedicated, ongoing monthly work — not occasional support — staffed with depth so the function never rests on a single person.

- A dedicated, on-site Senior Finance Lead managing daily operations, the close, and quality
- One to two accountants driving AP, reconciliations, and continued cleanup to accelerate the work
- Budget and TRIM-season support, financial reporting, and Council-ready presentation
- Hands-on training so department directors adopt the financial system as routine
- Principal-level oversight and built-in backup coverage

4.4. Long-Term Structure Recommendation

This is the culminating deliverable — and deliberately not a snap judgment. By operating the function through the transition and cleanup, we observe the recurring, root-cause issues firsthand. That hands-on monitoring is what allows us to recommend the right permanent structure with confidence.

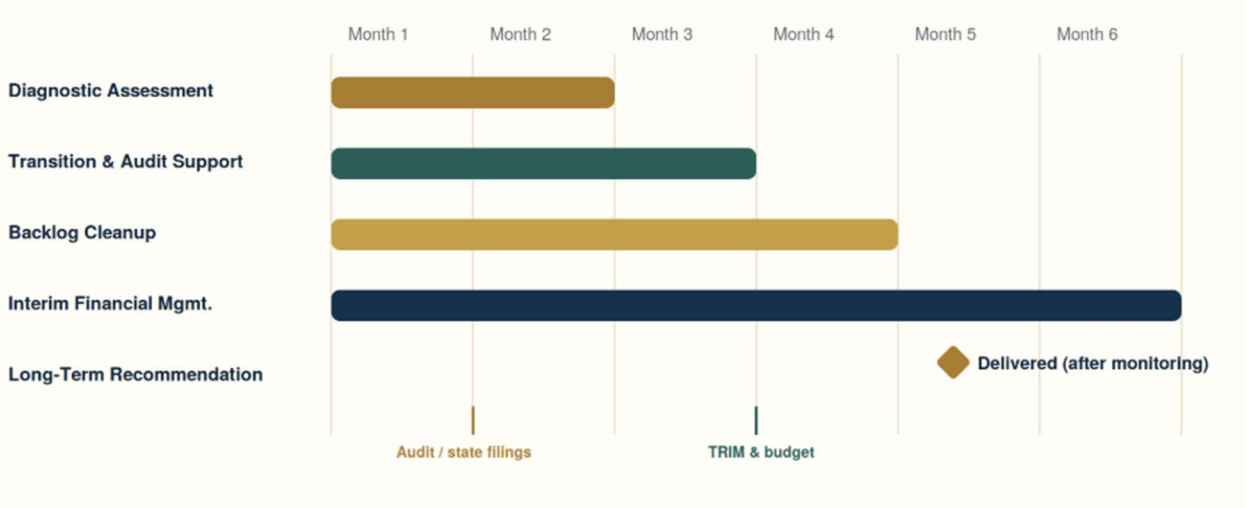
- Analysis of the most sustainable model: in-house Finance Director, fully outsourced, or hybrid
- Organizational, staffing, and operational recommendations tailored to a community your size
- Recruitment support if the Town elects to hire internally

5. Engagement Roadmap

The phases overlap by design. Day-to-day stabilization begins immediately; transition is paced to the current provider's notice period; cleanup runs throughout; and the long-term recommendation lands once we have monitored the function long enough to be certain.

FIGURE 1

Engagement Roadmap — Illustrative Phasing

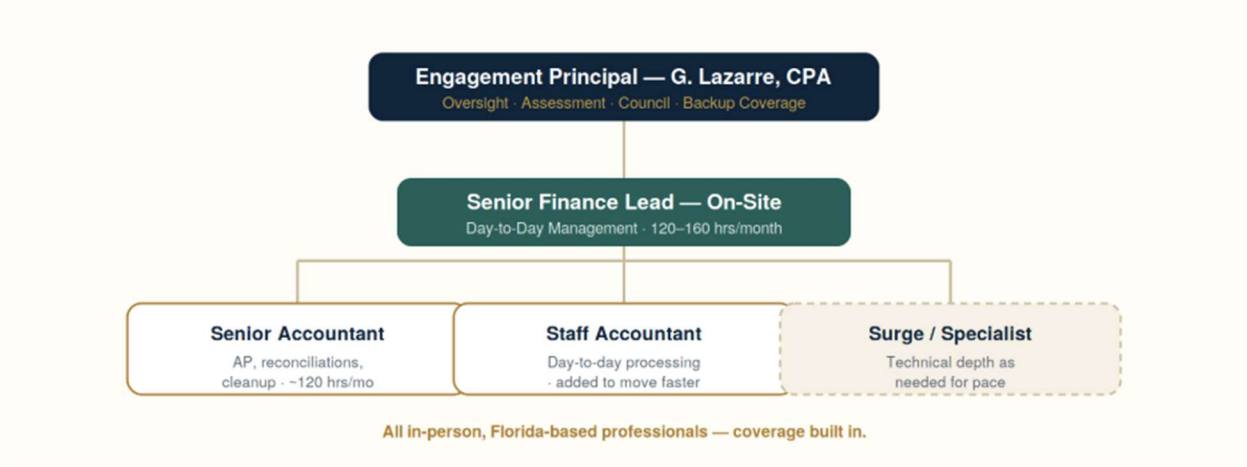


6. Your Engagement Team

The risk in any small finance operation is over-reliance on one person. We staff with a layered team so the work keeps moving when someone is out — and so no single departure can disrupt the Town.

FIGURE 2

Proposed Engagement Team

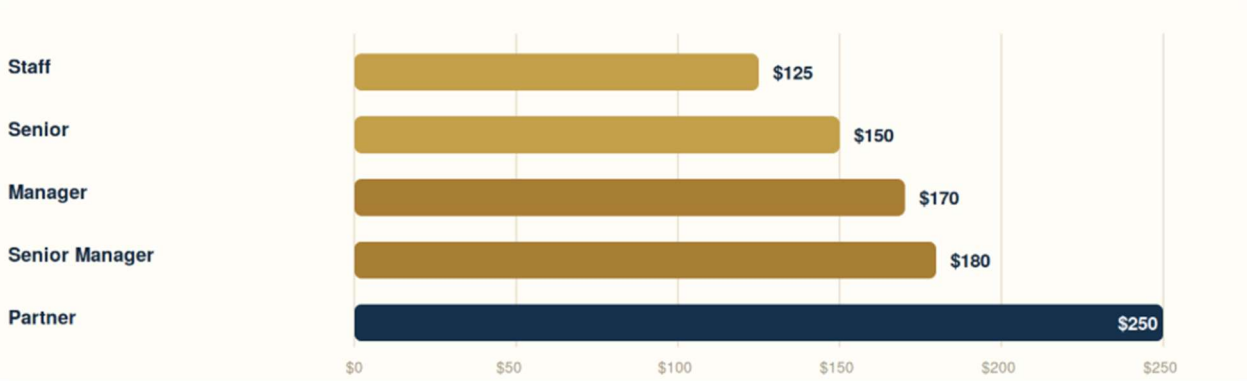


7. Level of Effort & Investment

Our pricing reflects the full scope of services in Section 03, delivered on-site — not basic transaction processing. We bill on a time-and-materials basis at our standard professional rates, with Not-to-Exceed ceilings that give the Town complete budget certainty.

FIGURE 3

Standard Hourly Rate Schedule



TriMerge standard professional rates by labor category. The engagement is staffed across these categories as the work requires.

Labor Category	Engagement Role & Function	Rate / Hr
Partner	Engagement Principal, CPA — oversight, assessment, Council, escalation	**$250**
Senior Manager	Senior Finance Lead — on-site day-to-day management & quality	**$180**
Manager	Supervisory & technical support, as needed	**$170**
Senior	Senior Accountant — AP, reconciliations, backlog cleanup	**$150**
Staff	Staff Accountant / Coordinator — processing & documentation	**$125**

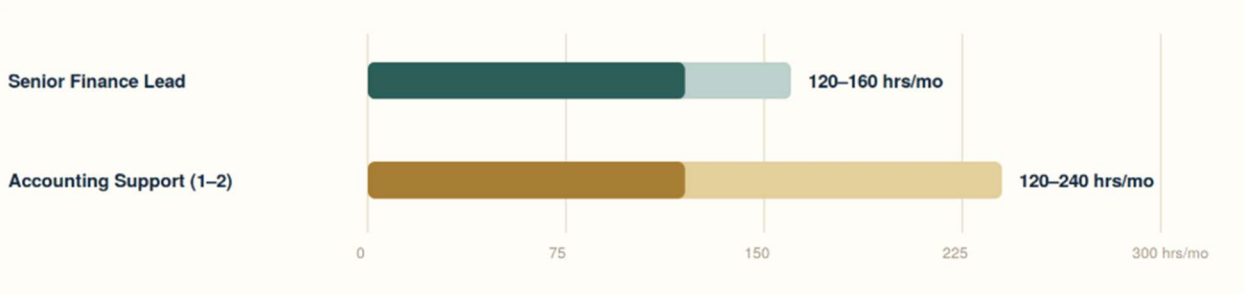
How the investment is structured

Diagnostic Assessment (~150–200 hours) — a defined project deliverable, with a Not-to-Exceed ceiling of approximately $34,000.

Structured Transition & Cleanup (~150 hours, plus backlog cleanup billed as performed) — a Not-to-Exceed ceiling of approximately $24,000 for the core transition, with cleanup metered against an agreed ceiling.

FIGURE 4

Dedicated Monthly Effort Interim Financial Management



Roughly 240–400 hours per month across the dedicated team, scaled to clear backlog and meet the calendar.

Interim Financial Management is a dedicated monthly commitment. At the rates above and the effort shown, it represents an estimated monthly investment in the range of $40,000–$62,000, billed for actual hours worked under a monthly Not-to-Exceed ceiling. This delivers a complete, on-site, technology-enabled finance operation — the full scope of services the Town has not previously been resourced for — rather than basic bookkeeping.

Why not a fixed fee.

The Town's finance backlog is significant and still accumulating. A fixed price would force us to either promise to clear an unknown, growing volume of work for a flat amount — which we will not do — or cut corners. Instead, we bill for work actually performed at the rates above, under Not-to-Exceed ceilings. The Town keeps full control of both scope and budget, pays only for hours worked, and can authorize additional cleanup as it is quantified.

8. Why TriMerge

✓ Full-service firm. The complete range of finance, audit, budget, controls, training, recruitment, and technology not a narrow bookkeeping service.

✓ Technology-forward. AI, automation, dashboards, and custom applications that let a small team operate like a much larger one.

✓ On-site presence. In-person, Florida-based professionals — not a remote arrangement that hands work back to your staff.

✓ Bench & coverage. A layered team designed so no single absence stalls the function.

✓ Turnaround pedigree. Proven where the stakes were highest, including recovery under state oversight.

✓ Budget control. Transparent time-and-materials with Not-to-Exceed ceilings — you stay in control of scope and spend.

9. Proposed Project Team

TriMerge Consulting Group proposes a multidisciplinary team combining municipal finance leadership, governmental accounting, budgeting, audit support, internal controls, process improvement, and organizational assessment expertise. Our approach is designed to provide both immediate operational support and long-term organizational improvement.

The proposed team is intentionally structured to address the challenges identified during discussions with Town leadership, including financial operations, audit readiness, budget development, internal controls, staff training, organizational structure, and financial management sustainability.

9.1. Gerri Lazarre, CPA, M.S. TAX

Partner / Engagement Executive / Interim Finance Director

Proposed Role

Ms. Lazarre will serve as Executive Sponsor and Interim Finance Director for the engagement. She will provide executive-level financial leadership, strategic oversight, budget support, audit coordination, internal controls oversight, and direct advisory services to the Town Manager and Council.

Relevant Experience

Ms. Lazarre is a Certified Public Accountant licensed in multiple jurisdictions with more than two decades of experience in governmental finance, accounting, budgeting, compliance, audits, grants management, and organizational transformation.

Her experience includes serving local governments experiencing operational, financial, and organizational challenges similar to those identified by the Town.

Representative experience includes:

City of Opa-locka

Provided long-term financial recovery and stabilization support following significant operational and financial challenges.

Responsibilities included:

- Financial management support
- Budget development
- Audit remediation

- Internal control improvements
- Financial policy development
- Recruitment and onboarding of finance leadership
- Development of standard operating procedures
- Grant compliance oversight

City of Deerfield Beach

Served as Interim Chief Financial Officer and Assistant Finance Director.

Responsibilities included:

- Financial management oversight
- Budget development
- Audit coordination
- Staff supervision
- Operational assessments
- Financial reporting improvements

Town of Bay Harbor Islands

Served as Interim Finance Director.

Responsibilities included:

- Financial operations management
- Budget development
- Audit preparation
- Internal controls review
- Council reporting
- Relevant to Loxahatchee Groves
- The Town identified concerns regarding:
- Lack of proactive financial leadership
- Inconsistent financial reporting
- Audit readiness
- Budget oversight
- Internal controls
- Organizational accountability

Ms. Lazarre's role will focus on addressing these areas while serving as the primary advisor to Town leadership and Council throughout the engagement.

9.2. Krystle Wilchombe-Barther, MBA

Senior Accountant / Controller

Proposed Role

Ms. Wilchombe-Barther will serve as the lead day-to-day accounting and financial operations professional supporting the Town.

She will be responsible for:

- General ledger oversight
- Accounts payable review
- Budget monitoring
- Financial reporting
- Reconciliations
- Audit schedules
- Encumbrance management
- Purchasing compliance
- Monthly close activities
- Staff support and training

Relevant Experience

Ms. Wilchombe-Barther brings more than fifteen years of progressively responsible governmental accounting and budgeting experience supporting local governments, public utilities, school districts, and capital programs.

School District of Palm Beach County

Senior Financial Analyst – Budget Department

Current responsibilities include:

- Development and monitoring of district-wide budgets
- Budget amendments and transfers
- Financial reporting
- Department budget coordination
- Strategic financial planning support
- Budget compliance reviews

This experience directly aligns with the Town's need to support the FY2027 budget process and strengthen budget management practices.

Broward County Water and Wastewater Services

Senior Accountant

Responsibilities included:

- Financial statement preparation
- Budget-to-actual reporting
- Annual audit support
- General ledger reconciliations
- Accounts payable oversight
- Long-term debt accounting
- Construction and capital project accounting

This experience aligns directly with the Town's concerns regarding financial reporting, reconciliations, audit readiness, and operational accountability.

City of Coconut Creek

As an Accountant with the City, Ms. Wilchombe-Barther participated in:

- CAFR preparation
- Budget development
- Revenue monitoring
- Capital improvement accounting
- Financial analysis
- Audit workpaper preparation
- Bank reconciliations
- Internal reporting

This municipal experience is particularly relevant to the Town's need for local government accounting expertise and understanding of Florida municipal operations.

Relevant to Loxahatchee Groves

Ms. Wilchombe-Barther will directly address:

- Accounts payable issues
- Encumbrance management
- Financial reporting delays
- Budget monitoring
- Audit support
- Reconciliations
- Monthly close processes

9.3. Alesia McCarthy

Senior Financial Operations and Internal Controls Advisor

Proposed Role

Ms. McCarthy will support the engagement by leading operational assessments, internal controls reviews, financial process improvement initiatives, workflow redesign, and staff training activities.

Relevant Experience

Ms. McCarthy has held leadership positions as:

- Director of Treasury and Planning Analysis
- Controller
- Accounting Manager
- Assistant Comptroller
- ERP Implementation Manager
- across multiple organizations.

Director of Treasury & Planning Analysis

Responsibilities included:

- Management of accounting operations
- Accounts payable
- Accounts receivable
- Payroll oversight
- Internal controls
- Financial reporting
- Audit coordination
- Team leadership
- Process improvement

This experience aligns directly with concerns raised regarding operational accountability and financial process management.

Assistant Comptroller

Responsibilities included:

- School budgeting
- Revenue analysis
- Budget allocations
- Financial compliance
- Staff training
- Financial reporting

Notably, Ms. McCarthy has significant experience conducting financial training and implementing budgetary controls across decentralized organizations.

ERP and Process Improvement Experience

Ms. McCarthy currently leads Oracle implementation and financial system modernization initiatives, including:

- Workflow redesign
- Data governance
- Process automation
- User training
- Controls implementation
- Change management

This experience aligns directly with concerns raised regarding Blackbaud utilization, staff training, approval workflows, and operational consistency.

Relevant to Loxahatchee Groves

Ms. McCarthy will focus on:

- Internal controls assessment
- Purchasing process improvements
- Accounts payable workflow redesign
- Staff training
- Blackbaud process optimization
- Policy and procedure development
- Organizational accountability
- Team Strengths and Gap Coverage

TEAM STRENGTHS AND GAP COVERAGE

The Town's challenges extend beyond accounting and include leadership, processes, controls, training, compliance, and organizational design.

The proposed team was intentionally assembled to address each area

The Town's challenges extend beyond accounting and include leadership, processes, controls, training, compliance, and organizational design.

The proposed team was intentionally assembled to address each area:

Town Need	Team Resource
Interim Financial Leadership	TriMerge
Audit Coordination	Gerri Lazarre / Krystle Wilchombe-Barther
Budget Development & Monitoring	Gerri Lazarre / Krystle Wilchombe-Barther
Financial Reporting	Krystle Wilchombe-Barther
Accounts Payable Stabilization	Krystle Wilchombe-Barther
Encumbrance Management	Krystle Wilchombe-Barther

Internal Controls	Alesia McCarthy
Process Improvement	Alesia McCarthy
Staff Training	Alesia McCarthy / Krystle Wilchombe-Barther
Organizational Assessment	Gerri Lazarre / Alesia McCarthy

Collectively, the proposed team provides experience in municipal finance, budgeting, accounting operations, audits, internal controls, organizational transformation, financial systems, and public-sector management, allowing the Town to receive both immediate operational support and long-term strategic guidance.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 6th day of May, 2025, by and between the **Town of Loxahatchee Groves**, Florida, a Florida municipal corporation ("Town"), with its office located at 155 F Road, Loxahatchee Groves, Florida 33470 and **Projected Point, Inc.**, a Florida corporation authorized to do business in Florida ("Consultant"), with a mailing address of 17105 Crowley Avenue, Port Charlotte, Florida 33954.

RECITALS

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

WHEREAS, the Town desires to engage the Consultant to perform certain professional services regarding special project budgets, finance and accounting, services in accordance with this Agreement; and

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

WHEREAS, pursuant to Section 2-133(b)(1) of Article V "Procurement" of Chapter 2 "Administration" of the Town's Code of Ordinances, certain professional services are exempt from competitive bidding, including finance and accounting services and the Town desires to enter into a professional services agreement with Consultant for the provision of Finance Director and departmental services; and

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

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

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

SECTION 2: CONSULTANT'S SERVICES. The Consultant shall provide Finance Director and finance departmental services to the Town as directed by the Town Manager or designee. The general scope of the Consultant's services is to provide governmental accounting and financial services as set forth in the Scope of Services, attached hereto as **Exhibit A** and incorporated herein.

SECTION 3: TERM, TIME AND TERMINATION.

a. **Term**. The term of this Agreement shall be for an initial term of two (2) years commencing on May 1, 2025, and may be renewed by mutual agreement of the parties for two (2) additional one (1) year renewal terms, unless earlier terminated as stated herein.

b. **Time for Completion**. Time is of the essence in the performance of this Agreement. The Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with industry standards and the Scope of Services set forth in **Exhibit A**.

c. **Force Majeure**. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Town may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Town shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Town shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. **Termination without cause**. Either party may terminate this Agreement at any time with or without cause by giving not less than sixty (60) days written notice of termination.

e. **Termination for cause**. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have ten (10) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within ten (10) days, then this Agreement may be terminated by notice sent by the non-breaching party to the other party at the end of the ten (10) day period.

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

1. Stop services on the date and to the extent specified in the notice including without limitation services of any subconsultants.

2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.

3. Continue and complete all parts of the services that have not been terminated.

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

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

funds budgeted or appropriated are or are estimated by the Town to be insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify the Consultant of such occurrence, andeither the Town or the Consultant may terminate this Agreement by notifying the other in writing, with such notice specifying a date of termination no earlier than twenty-four (24) hours after the 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, the Town shall pay the Consultant for all services performed under this Agreement through the date of termination.

SECTION 4: COMPENSATION.

a. **Payments**. The Town agrees to compensate the Consultant in accordance with the rate schedule, attached as **Exhibit B** and incorporated herein by this reference. No reimbursable expenses shall be paid without prior approval.

b. **Invoices**. The Consultant shall render an invoice to the Town, monthly, for services in accordance with this Agreement. The invoice shall specify the services performed as Outsources Professional Services – Accounting, Finance, Budget, Oversight. All payments by the Town to the Consultant will be made in accordance with the Local Government Prompt Payment Act.

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

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

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

SECTION 7: INSURANCE. Prior to commencing any services, and without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall, at its own expense, and shall require any subconsultant, at no expense to the Town, provide and maintain in force, for the Term of this Agreement, the following minimum insurance coverages. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made

policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

a. Worker's Compensation Insurance, as applicable in accordance with Chapter 440, Florida Statutes, to apply to all of the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws. However, if the Consultant qualifies for an exemption under the Florida Workers' Compensation Law, the Consultant may be exempt from the requirement to carry Worker's Compensation Insurance. In such cases, the Consultant must provide the proper exemption documentation issued by the Florida Department of Financial Services.

b. Employer's Liability with limits of $100,000 per person, $500,000 per occurrence and $100,000 per each disease.

c. Commercial General Liability with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) general aggregate combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, and must include:

1. Premises and/or Operations
2. Independent Contractors
3. Products and Completed Operations - Consultant shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations.
4. Contractual Coverage applicable to this specific Agreement.
5. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.

d. Business Automobile Liability with minimum limits of three hundred thousand dollars ($300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

1. Owned Vehicles
2. Hired and Non-Owned Vehicles
3. Employers' Non-Ownership

e. Professional Liability with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) general aggregate. Coverage shall be afforded on a form acceptable to the Town. Consultant shall insure that subconsultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

f. Cyber Liability with limits not less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations

as set forth in the Scope of Services and shall include, but not be limited to, claims involving data breach, media content, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with sufficient limits to respond to these obligations.

g. Prior to commencement of services, the Consultant shall provide to the Town Certificates of Insurance evidencing the insurance coverage specified in this Section. All policies covered within this Section shall be endorsed to provide the Town with thirty (30) days' notice of cancellation and/or restriction. The "Town its elected officials, officers, employees, and attorneys" shall be named as an additional insured as to Consultant's liability on policies referenced in this Section other than workers' compensation coverage. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement in accordance with which insurance is being furnished and shall state that such insurance is as required by this Agreement. The Consultant shall also make available to the Town a certified copy of the professional liability insurance policy required by this Section for the Town's review. Upon request, the Consultant shall provide copies of all other insurance policies.

h. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the Town with thirty (30) days' notice of cancellation and/or restriction.

i. The Consultant's insurance, including that applicable to the Town as an Additional Insured, shall include a waiver of subrogation and apply on a primary and non-contributory basis.

j. Consultant shall insure that subconsultants used for any portion of the services maintain the same insurance as is required of the Consultant herein.

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

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

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

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

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

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

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

SECTION 14: EQUAL OPPORTUNITY EMPLOYMENT. Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, marital status, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant

agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors, and it is the responsibility of Consultant to ensure sub-contractor's compliance.

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

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

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

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

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

SECTION 20: PUBLIC ENTITY CRIMES. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, for CATEGORY TWO for a period of 36

months following the date of being placed on the convicted vendor list. Consultant will advise the Town immediately if it becomes aware of any violation of this statute.

SECTION 21: SCRUTINIZED COMPANIES. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. The Town and Consultant agree that the Town will have the right to immediately terminate this Agreement if Consultant is found to have submitted a false certification, or if the Consultant or any of its subcontractors have been placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel.

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

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

SECTION 22: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (return receipt requested), or by nationally recognized overnight courier, and if sent to the TOWN shall be sent to:

Town of Loxahatchee Groves
Attn: Town Manager
155 F Road
Loxahatchee Groves, FL 33470

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

Projected Point, Inc.
Attn: David M. DiLena
17105 Crowley Avenue
Port Charlotte, FL 33954

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

SECTION 23: ENTIRETY OF AGREEMENT. The Town and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions

contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 24: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 25: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement, and the Town reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 26: NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 27: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to the Consultant to terminate for cause.

SECTION 28: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Town Council.

SECTION 29: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 30: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 31: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. The parties agree to accept the execution of this Agreement by facsimile, email, or other electronic means.

SECTION 32: PALM BEACH COUNTY IG. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Sections 2-421 – 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed Town contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Town and its agents in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a

breach of this Agreement and may result in termination of this Agreement or other sanctions or penalties as set forth in the Palm Beach County Code.

SECTION 33: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement, **Exhibit A** (Scope of Services), and **Exhibit B** (Rate Schedule). The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and the Exhibits, the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 34: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products of the Consultant shall become the property of the Town. The Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The Town accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 35: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, the undersigned on behalf of the Consultant hereby represents to the Town that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 36: APPLICABLE LAW; VENUE; WAIVER OF JURY TRIAL. The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. This Agreement shall be governed by the laws of Florida with venue for dispute resolution in Palm Beach County. Except as otherwise, set forth in the indemnification provision in this Agreement, each party shall be responsible for its own attorney's fees and costs in any dispute arising out of or related to this Agreement. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.**

SECTION 37: REMEDIES. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 38: E-VERIFY. Pursuant to Section 448.095(5), Florida Statutes, Consultant shall:

a. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subconsultants (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subconsultants' new employees.

b. Secure an affidavit from all subconsultants (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens.

c. Maintain copies of all subconsultant affidavits for the duration of this Agreement.

d. Comply fully, and ensure all its subcontractors comply fully, with Section 448.095, Florida Statutes.

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

f. Be aware that if the Town terminates this Agreement under Section 448.095(5)(c), Florida Statutes, Consultant may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by the Town because of termination of this Agreement.

SECTION 39: PUBLIC RECORDS. Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

a. Keep and maintain public records required by the Town to perform the service.

b. Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Town.

d. Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of the Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

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

OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

SECTION 40: PROHIBITED PREFERENCES. Pursuant to section 287.05701, Florida Statutes, the Town may not request documentation of or consider a contractor's social, political, or ideological interests during contractor selection. Further, the Town may not give a preference to a contractor based on the contractor's social, political, or ideological interests.

SECTION 41: HUMAN TRAFFICKING. Consultant, by signing this Agreement below, attests that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

SECTION 42: NO LIEN RIGHTS. The Consultant and any subconsultant utilized by the Consultant shall have no lien rights regarding any property owned by the Town or otherwise.

SECTION 43: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party ("Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology, or software ("Confidential Information") obtained from the other party ("Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

SECTION 44: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data, or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

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

CONSULTANT: PROJECTED POINT, INC.

David M. DiLena, President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Subscribed before me by means of [X] physical presence or [ ] online notarization, this 26th day of January, 2026, by **David M. DiLena**, as **President** of a **Projected Point, Inc.**, a Florida corporation, [X] who is personally known to me or [ ] who produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, and otherwise, are true and correct, and he is duly authorized to execute the foregoing instrument and bind Consultant to the same.

[Notary Seal]

Notary Public State of Florida
Sandra Polarte
My Commission HH 868934
Expires 5/8/2029

Notary Signature

TOWN OF LOXAHATCHEE GROVES

By: _____
Anita Kane, Mayor

ATTEST:

Valerie Oakes, CMC, Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney

EXHIBIT A
SCOPE OF SERVICES

The function of the Consultant involves primary responsibility for performing all governmental accounting and finance services on behalf of the Town using the Town's technology and software to carry out the day-to-day business of the Town. An overview is as follows:

Support and Labor Allocation:

The Consultant is performing its services under the understanding that the Town will provide a minimum of 1,000 hours of additional labor per year to assist the Consultant in fulfilling the scope of work outlined in this Agreement. This additional labor may include, but is not limited to, administrative tasks, data entry, and general accounting support necessary for the completion of financial reports, budgeting, accounts payable/receivable, and related tasks.

Additionally, the Town agrees that responsibility for recording and coding invoices, processing purchase orders, and cash receipting will be distributed to Department Heads or their designated staff members, after appropriate training. The Consultant will review and reconcile these records, but the Town staff will retain responsibility for initial data entry, verification, and coding of such transactions. The Consultant shall not be responsible for the direct performance of these tasks but will ensure their accuracy in collaboration with the designated Town staff.

Consultant Responsibilities:

A. Financial Statements and Financial Reports
   1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
      a) Chart of Accounts
      b) Vendor and Customer Master File
      c) Report creation and set-up.
   2. Prepare quarterly balance sheet, income statement(s) with budget to actual variances, including the following:
      a) Cash Investment Account Reconciliations per fund
      b) Balance Sheet Reconciliations per fund
      c) Expense Variance Analysis
   3. Prepare and file Annual Qualified Public Depositor's Report and distribute to State Department of Insurance and Treasury. (F.S. 280.17(6)) Due by November 30 each year.
   4. Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
   5. Prepare all other financial reports as required by applicable law and accounting standards.
   6. Prepare annual financial statements, maintain necessary audit files and assist with annual audit examination, after September 30th, 2025, to include corresponding with the auditor and scheduling fieldwork.

7. Provide Audit support to auditors for the required Annual Audit after September 30th, 2025, as follows:
   a) Prepare Audit Confirmation Letters for independent verification of activities.
   b) Prepare supporting accounting reports and documents as requested by the auditors
   c) Respond to auditor questions
   d) Review and edit draft report
   e) Prepare year-end adjusting journal entries after September 39th, 2025, as required
8. Provide for transmission of the Audit to the County and the Auditor General's Office of the State.
9. Provide and file Annual Financial Statements (FS. 218 report).
10. Unclaimed property report. (F.S. 717.113 & F.S. 717.117) Due by April 30 each year.
11. Single Audit Report if expends $750,000 or more in federal or state financial assistance. (CFR Part 200 & F.S. 215.97) Due June 30 if threshold is met.
12. Annual Investment Policy Certification. (F.S. 218.415(14)) Due June 30 of each year.

B. Budgeting
   1. Assist the Town through each fiscal year budget and CIP process. Prepare budget and backup material for and assist in the presentation of the budget for budget meetings, hearings, and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Draft budget presentation in relationship with Municipal goals and objectives.
   2. File all required documentation to the Department of Revenue, Auditor General, Palm Beach County, and other governmental agencies with jurisdiction.
   3. Assist in preparing all notices of all budget hearings as required by Florida' Truth in Millage laws and assist the Town Clerk in time for the notices to be published.
   4. Prepare all budget amendments on an ongoing basis. Examine budgetary expense items and, when possible, seek and advise when reductions may be obtained, or advise pertaining to alternate measures or the elimination of unnecessary expenses and/or nonproductive items.

C. Payroll
   1. Provide and upload bi-weekly payroll journal entry into the accounting system and reconcile back to cash deductions from ADP as well as provide for monthly accruals to be entered into the system. These transactions will be based primarily upon the employees' time keeping information entered by Town staff into ADP, once reviewed and approved for accuracy and completeness.

D. Accounts Payable/Receivable
   1. Manage Vendor/Customer Information per W-9 reports, prepare year-end 1099 Forms for Vendor payments as applicable, and file reports with IRS.

2. Administer the processing, review and approval, and payment of all invoices and purchase orders.
3. Prepare bi-weekly Vendor Payment Report electronically and Invoicing Support electronically for presentation to the Town Council or designee for approval or ratification.
4. Oversee, assist in and manage the recording of expense transactions into the accounting software by Town staff.

a) Town staff will be responsible for all invoices being approved and coded to expense accounts prior to Consultant processing the payments, as well as confirmation of appropriate budget allocations.
b) Town staff will be responsible for approving all payments.
c) Consultant will review all items for proper account coding, compliance with PO and budgetary requirements.

5. Oversee and assist in record income transactions into the accounting software in collaboration with Town staff. Town staff will be responsible for preparing bank deposits.

E. Accounting Monitoring and Oversight – Ensuring transactions are recorded in the right place for the right time.
1. Manage and supervise the financial operations of the municipality, ensuring accurate and timely financial records.
2. Manage and supervise all accounts payable, accounts receivable, payroll, and general ledger activities.
3. Manage and supervise internal controls to safeguard municipal assets and ensure proper allocation of resources.
4. Manage and supervise a structured closing process with staff to ensure monthly and annual reconciliation of accounts.
5. Manage and supervise bank reconciliations and ensure timely payment of bills.
6. Manage and supervise expenditures, purchase orders, and vendor transactions are accurate and compliant with policies.
7. Manage and supervise adjustments required for Monthly, Quarterly, and Annual Accruals.

F. Financial Reporting & Compliance
1. Prepare, review, and present monthly quarterly, and annual financial statements, budget reports, and cash analysis.
2. Ensure compliance with local, state, and federal financial regulations, as well as adherence to Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) requirements.
3. Coordinate the annual external audit process, respond to auditor inquiries, and prepare audit work papers.

4. Coordinate the June—September budget season with Town Manager in compliance with eTRIM procedures and process. (F.S. 200.065)
5. Assist with the preparation of the Annual Comprehensive Financial Report (ACFR) to ensure timely and accurate reporting. (F.S. 129.03 & F.S. 218.32) Due within six months of year end
6. Office of Economic and Demographic Research. (F.S. 166.241) Due by Oct 15 each year
7. Local Government Financial Report. (F.S. 218.32(1)) Due by June 20 each year.
8. Ethics training requirements. 4 hours as required annually. (F.S. 112.3142) Due by July 1 each year.

G. Training, Monitoring, and Coaching
   1. Provide financial training for staff and municipal officials to ensure they understand key financial polices
   2. Offer ongoing monitoring and coaching to enhance staff performance and optimize financial operations.

H. Software & Technology Implementation and Automation
   1. Support the implementation of new financial software and automation tools to streamline and improve financial efficiency.
   2. Assist in identifying technology solutions that can further enhance financial and operational workflows

I. Reconcile bank statements for all accounts and funds, including investment, revolving credit, credit card/merchant accounts, GovEasy permit & related EasyPay reports (including BTRs, escrows and cost recovery accounts) each month.

J. Capital Program Administration
   1. Maintain proper capital fund and project fund accounting procedures and records.

K. Attendance at Meetings
   1. Occasionally attend meetings and workshops of the Council and other committees and boards of the Council as required but due to limited to availability Consultant shall not be required to appear in person at more than 3 meetings/per fiscal year, as requested by the Town Manager. Consultant may attend other meetings as necessary via video or phone link. For reference, the Town Council's regular meetings are held at 6:30 pm on the second First and Third Tuesday of each month.
   2. Regularly attend the Town's Finance, Accounting, and Auditing Advisory Committee meetings, which occur at least quarterly and may meet monthly, via Zoom or Teams as the default. In-person attendance is expected if the Consultant is available. Additionally, the Consultant is expected to attend special meetings, workshops, and budget meetings as scheduled, primarily virtually, with in-person participation if possible and available based on Consultant's availability.

L. Compliance

1. Ensure compliance with GAAP, GASB, State of Florida Auditor General and the State's Chief Financial Officer.

EXHIBIT B
RATE SCHEDULE

The Monthly fee for Professional Services as described in **Exhibit A** is $9,675 per month billed at the beginning of each month and due within 30 days.

The Projected Point Team is available to provide additional services to the Town as needed. The hourly rate for such services is $100 per hour. Most projects are billed on a reduced blended hourly rate based on the project and staffing required as follows: A separate work authorization would be required for additional services. Examples of additional services would include Public Records but are not limited to situations such as the following:

1. Palm Beach County Inspector General Investigations or Inquiries

   Responses that require significant additional time and direct expenses incurred by the Consultant as a result of compliance with Palm Beach County Inspector General requests and investigations, including but not limited to document production, meetings, and responding to inquiries, will be billed at the Consultant's established hourly rate plus reimbursement for direct expenses. Such additional charges shall be invoiced separately and paid in accordance with the terms of this Agreement. Consultant shall notify the Town in advance in writing of such estimated expenses and receive approval from the Town Manager for the work to be done.

2. Public Records Requests
   For public records requests that are not readily available and require significant additional time or expenses to produce, the Consultant shall notify the Town in writing of the estimated costs. These costs, including any additional time and direct expenses, will be billed separately to the Town and must be paid in advance before the Consultant begins the work required to fulfill the request.

Annual Adjustment:
Beginning on October 1, 2026, and each October 1st thereafter, the above rate of compensation outlined in Section 4(a) of this Agreement shall be adjusted annually based on the percentage change in the Regional Consumer Price Index (CPI) for the Miami-Fort Lauderdale-West Palm Beach MSA (Series ID: CUURS35BSA0, CUUSS35BSA0), as measured on June 1st of the respective year. The percentage increase shall never be less than three percent (3%), regardless of CPI fluctuations, and if the CPI reflects a lower percentage increase, a minimum annual increase of 3% will still apply. The adjusted Direct Labor Rates will take effect for the upcoming contract year beginning October 1st.

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

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

FROM: **Jeffrey S. Kurtz, Town Attorney**

DATE: **July 7, 2026**

SUBJECT: Discussion and update on negotiations with Coastal Waste and Recycling

Legal Sufficiency: ☒ Reviewed	**☐ Not Reviewed**
☒ Approved	**☐ Not Approved**

Background:

The Public Works Director and I have reviewed the Solid Waste Authority (SWA) contract on which the Town's contract with Coastal will be based and met with representatives of Coastal. We do not anticipate any real problems in finalizing the contract within the next few weeks. They are going to get back with us on the exact pricing as it appears the SWA contract authorizes an increase on the base number they bid effective October 1, 2026.

The bid we are basing are contract on was the bid for Area 3 which includes Indian Trail and the Acreage. For vegetative waste there is an allowance of 12 cubic yards per pick up, but only one pick up per week. The clamshell truck that was included under special services in Coastal' s current agreement with the Town, is probably not going to be available under the new contract.

One issue we are examining is the current practice of allowing more than one can at a residential property for an additional assessment unit. To continue that practice the Town may have to amend its assessment resolution. Further discussion on the issue will be presented at your meeting.

Recommendation:

Discussion and direction with respect to the Coastal contract.

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

TO: **Town Council of Loxahatchee Groves**

FROM: **Caryn Gardner-Young, Community Standards Director**

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

DATE: **August 4, 2026**

SUBJECT: **Discussion of Recreational Vehicle Program**

Legal Sufficiency:	☒ **Reviewed**	☐ **Not Reviewed**
	☒ **Approved**	☐ **Not Approved**

Background:

Each year the Town of Loxahatchee Groves (Town) encounters issues with the use of residentially zoned properties within the Town for the temporary parking of recreational vehicles (RVs), commonly utilized by people during the annual equestrian season. As a result, the Town Manager collected information on RV use within the Town and based upon the information and facts gathered recommended that the Town Council authorize a pilot program to permit the limited use of temporary Recreational Vehicle (RV) parking within the Town. The Town Council agreed with the recommendation of the Town Manager, and adopted Resolution 2017-51 on August 1, 2017, adopting the pilot program. On April 3, 2018, an amendment was adopted to the Pilot Program through Resolution 2018-21 to extend a Zoning in Progress to May 1, 2019, and reduced the number of RV permitted. Then the Town Council formalized an RV program, through Ordinance 2024-07 which was adopted September 18, 2024, and which is attached. Town Staff have been implementing the RV registration process since.

The Town Council discussed the RV Program at their March 17, 2026, Workshop. Based upon the Workshop notes, Staff drafted language for Ordinance No 2026- 01 which includes what was provided in the notes plus additional suggestions from Staff. A copy of the Ordinance is attached.

Ordinance 2026-01 was presented for first reading at the June 2nd Town Council meeting. Additional Town Council comments were received at that meeting which were incorporated into the attached Ordinance 2026-01. At this same meeting, the Town Council asked the ULDC Committee to review the proposed RV language and provide any comments and/or suggestions.

The ULDC had four suggestions to amend the ordinance:

1. Require on the permit RV occupant's information in addition to the owner's information.
2. For the occupants require a photo ID to be submitted so their identity can be verified.
3. Instead of limiting the time period to any 6-month period, limit the 6-month period to be within the November – April equestrian season.
4. They preferred the original language of Section 92-010(B), which the Council considered redundant, explicitly stating that recreational vehicles are not permitted on vacant land.

The revised ordinance shows the Council's suggested revisions from first reading in yellow and the ULDC's recommendation in red.

In addition, the ULDC expressed concern that the Ordinance as drafted did not limit the number of unoccupied RVs. They did not come up with a specific recommendation but did express concern about whether the storage of unoccupied RV's should be addressed within the Ordinance. The Committee also suggested the Council review Wellington's ULDC sections that address recreational vehicle regulation. Copies of Section 6.8.9 (P) Recreational vehicles temporary residences dealing with supplemental standards in the Wellington EOZD and 6.10.6 Recreational Vehicles in Rustic Ranches of Wellington's ULDC are attached for your reference.

The Town Council considered Ordinance 2026-01 at its July 7, 2026, meeting and determined that additional discussion was necessary. The matter was tabled to the July 22, 2026, Town Council Workshop. Public input and Town Council discussion occurred at the July 22nd meeting with the Town Council directing that this matter be placed on the August 4, 2026, Town Council meeting for further discussion and direction.

Recommendation/Motion:

Discussion of modifications to Ordinance 2026-01 with the intent to bring forth Ordinance 2026-01 for first reading at the Town Council's September meeting.

Attachments:

1. Ordinance 2024-07
2. Revised Ordinance 2026-01

ORDINANCE NO. 2024-07

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, REPEALING SEC. 20-050 "RECREATIONAL VEHICLES" OF ARTICLE 20 – "RESIDENTIAL ZONING DISTRICTS"; AND ESTABLISHING ARTICLE 92 "RECREATIONAL VEHICLES" WITHIN PART III "SUPPLEMENTAL REGULATIONS" WITHIN THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida ("Town"), pursuant to the authority vested in Chapter 166, Florida Statutes, is authorized and empowered to adopt land development regulations within the Town; and

WHEREAS, the Town desires to amend and clarify its regulations relating to Recreational Vehicles ("RVs") within its adopted Unified Land Development Code ("ULDC"); and

WHEREAS, the notice and hearing requirements for adoption of ordinances contained in the Florida Statutes and the Town's Code of Ordinances have been satisfied; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves has conducted a public hearing for the proposed amendments; and

WHEREAS, the Town Council of Town of Loxahatchee Groves finds that the adoption of this ordinance amending the ULDC to revise its regulations regarding Recreational Vehicles is consistent with the Town's Comprehensive Plan, and in the best health and welfare interests of the Town, its property owners and residents.

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

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

Section 2. The Town of Loxahatchee Groves hereby repeals Section 20-050 "Recreational Vehicles" within Part II, Zoning Districts; and establishes Article 92 "Recreational Vehicles" within Part III Supplemental Regulations; its Unified Land Development Code to read as shown in the attached and incorporated Exhibit A.

Section 3. Conflict. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

Section 4. Severability. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 5. Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Unified Land Development

Code of the Town of Loxahatchee Groves, Florida, that the Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 6. Effective Date. This Ordinance shall become effective October 1, 2024.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 6 DAY OF AUGUST, 2024.

Councilmember Shorr offered the foregoing ordinance. Councilmember Danowski seconded the motion, and upon being put to a vote, the vote was as follows:

	VOTE
ANITA KANE, MAYOR	Aye
MARGARET HERZOG, VICE MAYOR	Aye
PHILLIS MANIGLIA, COUNCILMEMBER	Absent
LAURA DANOWSKI, COUNCILMEMBER	Aye
ROBERT SHORR, COUNCILMEMBER	Aye

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON SECOND READING, THIS 18th DAY OF SEPTEMBER, 2024.

ATTEST:

Town Clerk

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES, FLORIDA

Voted: Aye
Mayor Anita Kane, Seat 3

Voted: Aye
Vice Mayor Margaret Herzog, Seat 5

Voted: Aye
Councilmember Phillis Maniglia, Seat 1

Voted: Aye
Councilmember Laura Danowski, Seat 2

Voted: Nay
Councilmember Robert Shorr, Seat 4

Exhibit A to Ordinance 2024-07

Section 20-050. Recreational vehicles.

(A) For properties which have a permitted residential structure within the agricultural residential zoning district, recreational vehicles shall be allowed on a temporary basis for living and sleeping purposes, provided there are no adjudicated Town Code violations pending against the property and/or unresolved penalties associated therewith subject to the following conditions:

(1) A registration permit, (the fee for the registration permit shall be set by a resolution of the Town Council) which shall only be valid for a less than 180 days and shall be required for each recreational vehicle parking space on an annual basis and shall be placed on the recreational vehicle occupying parking space where it can be seen from the exterior of the recreational vehicle;

(2) No recreational vehicle shall be allowed on a parcel less than one acre. One recreational vehicle shall be allowed on a parcel consisting of one acre and less than two acres; a maximum of two recreational vehicles shall be allowed on a parcel consisting of two acres and less than ten acres; and, no more than four recreational vehicles shall be allowed on a parcel consisting of ten acres or more;

(3) The person or persons residing in the recreational vehicle must demonstrate a permanent residence in another location;

(4) The placement of the recreational vehicle must be setback from all property lines by at least 25 feet;

(5) The recreational vehicle shall be hooked up to or have access to appropriate electrical service, potable well and sanitary sewer facilities (bathroom and septic tank) that have been installed pursuant to permits issued by, or approved by, the health department and applicable building and zoning codes, where required; portable/ pump able septic tanks as well as the waste removal therefrom are permitted under this section subject to the requirements set forth hereinabove.

(6) Upon expiration of the registration permit the recreational vehicle shall not remain on property parked or stored and shall be removed from the property and any application for a new registration permit for that property may only occur after a minimum time period of six months has expired, unless the parking space was initially used for a period of less than six months, then a permit may be issued for the time period remaining on the initial six month time period;

(7) The parcel owner, where the recreational vehicle(s) site is located, shall be required to allow Town staff, or its agents, to inspect the recreational vehicle(s) in such a manner and time as determined by the Town Manager, upon at least 24 hours' notice.

(8) Recreational vehicles shall only be used for their designed and intended purpose as evidence by the manufacturer's certification.

(9) A recreational vehicle that is not occupied must be owned or leased by the property owner or tenant of the property.

(10) Unoccupied recreational vehicles shall not be used for storage or any other non-residential use for which it was not designed and manufactured as evidenced by the manufacturer's certification.

(11) No recreational vehicle shall be kept in an abandoned, inoperable, junked, disabled, wrecked, discarded or otherwise unused condition.

(B) This section shall not apply to caretaker's quarters, groom's quarters and construction trailers.

(C) Any violation of this section may subject the property owner and/or recreational vehicle user to code enforcement action or any other legal action as determined by the Town.

(D) Requests for such a registration permit shall be submitted in writing to the Town Manager together with such fees, if any, as the Town requires and is set forth in the Town Code.

ARTICLE 92 – RECREATIONAL VEHICLES

Section 92-005 – Purpose and Intent; Effective Date.

The purpose of this article is to establish standards relating to recreational vehicles (RVs) consistent with State of Florida and federal law. The town recognizes the potential safety hazards and other negative impacts associated with the unregulated use of RVs. These standards are designed to allow the use and siting of RVs as set forth herein, while protecting the health, safety, and general welfare of the Town of Loxahatchee Groves. To the extent any provision of in this article conflicts with Florida law, federal law, or any other provision of the town code, the more restrictive provision shall prevail. As used in this article, "bona fide agricultural use classification" shall mean such classification assigned by the Office of the Palm Beach County Property Appraiser. The provisions of this article shall become effective on October 1, 2024.

Section 92-010 – Permit, Inspection, and Maintenance Requirements

(A) RV Site Permit and Affidavit Required. All sites intended to be utilized by an occupied RV shall require an annual RV site permit. All sites storing one or more unoccupied RVs are required to submit an affidavit to the town. The affidavit shall confirm that each RV stored at the site meets the requirements of this article and is not occupied.

(B) **Application.** Applications for RV site permits shall include a location sketch showing the RV site with setbacks from all property lines and the location of available utility connections. Applicants are required to pay a site inspection fee, and a permit application fee as follows:

1. Site inspection fee:

    a. For sites that have not been assigned a bona fide agricultural use classification: $500 per site, payable prior to initial inspection and thereafter every five years.

    b. For sites that have been assigned a bona fide agricultural use classification: $100 per site, payable prior to initial inspection and thereafter every five years.

2. Permit application fee: $100 per permit application, payable initially and upon each subsequent renewal.

(C) Permit Period. RV site permits issued pursuant to this article shall be valid for 179 days from the date of issuance of the permit. Only one RV site permit may be issued per property within a 365-day period. A permit holder may not add an RV or exchange one RV for another at an approved site without first notifying the town.

(D) Inspections Required. After an application for RV site permit has been reviewed, and prior to permit issuance, the town shall inspect the proposed site. The site inspection shall address at a minimum proposed location, site design, availability of required utilities, and the plan for management of solid waste. All utility connections are subject to permitting by any pertinent agency and section 92-020(B). An RV site must be inspected at least once every five (5) years, consistent with the inspection fee schedule in section 92-010(B)(1).

(E) Expiration. Upon expiration of the site permit, RVs shall remain unoccupied until another permit is issued. Within ten (10) days of permit expiration, the permit holder shall submit an affidavit to the town confirming that all RVs on the property are unoccupied.

(F) Maintenance. All RVs shall be maintained in road-worthy condition at all times.

(G) Enforcement. It shall be unlawful to use or possess an RV in violation of this article. Each additional RV used or possessed in violation of this article shall constitute a separate violation. Each day a violation exists shall constitute a separate violation.

1. Violations of this article are subject to the enforcement procedures and penalties in chapter 162, Florida Statutes, and chapter 14 of the town code. In addition, violations may be subject to any other means of enforcement allowed by law.

2. In addition to any other penalty authorized by this section, the town may deny issuance or renewal of a permit after a finding of violation of this article.

3. The application fee for after-the-fact permits shall be four (4) times the amount of the application fee set forth in section 92-010(B).

Section 92-015 – Allowances

(A) General. RVs may be permitted on conforming and legal non-conforming plots with an Agricultural Residential (AR) zoning designation in accordance with *Table 1: RV Allowances*.

Table 1: RV Allowances

Properties required to provide a ROW dedication or an easement for the purposes of right-of-way or utilities along the street line may include these areas for purposes of minimum parcel size.

Property Size	**Maximum RV allowance**
Fewer than 2.0 acres:	One (1) RV subject to the conditions below: Property upon which RV is to be placed shall include a principal dwelling unit or shall have a bona fide agricultural use classification. The RV shall be owned or leased by the property owner or tenant of the property. The RV shall not be rented or otherwise occupied.
2.0 acres or more, and fewer than 5.0 acres (without bona fide agricultural use classification):	One (1) RV subject to the conditions below: The RV shall be owned or leased by the property owner or tenant of the property.

	Property upon which RV is to be placed shall include a principal dwelling unit. The RV shall not be rented or otherwise occupied.
2.0 acres or more, and fewer than 5.0 acres (with bona fide agricultural use classification):	Two (2) RVs subject to the conditions below: RVs may only be occupied and/or rented when the property upon which the RV is located is homesteaded. RVs, including grooms' quarters, may only be occupied for the 179-day duration of a valid RV site permit, except when used as caretaker quarters, as defined in section 10-015, definitions. When utilized for caretaker purposes, an RV may be occupied year-round subject to FEMA regulations when located in a Special Flood Hazard Area, and any applicable local and state building regulations.
5.0 acres or more, and fewer than 10.0 acres (without bona fide agricultural use classification):	Two (2) RVs subject to the conditions below: RVs may only be occupied and/or rented when the property upon which the RV is located is homesteaded. RVs, including grooms' quarters, may only be occupied for the 179-day duration of a valid RV site permit.
5.0 acres or more, and fewer than 10.0 acres (with bona fide agricultural use classification):	Three (3) RVs subject to the conditions below: RVs, including grooms' quarters, may only be occupied for the 179-day duration of a valid RV site permit, except when used as caretaker quarters, as defined in section 10-015, definitions. When utilized for caretaker purposes, an RV may be occupied year-round subject to FEMA regulations when located in a Special Flood Hazard Area, and any applicable local and state building regulations.
10.0 acres or more	Four (4) RVs subject to the conditions below:

	RVs may only be occupied and/or rented when the property upon which the RV is located is homesteaded or utilized for bona fide agricultural purposes. RVs, including grooms' quarters, may only be occupied for the 179-day duration of a valid RV site permit, except when used as caretaker quarters, as defined in section 10-015, definitions. When utilized for caretaker purposes, an RV may be occupied year-round subject to FEMA regulations when located in a Special Flood Hazard Area, and any applicable local and state building regulations.

(B) Disability Accommodation.

1. Persons with disabilities, as provided by the Federal Fair Housing Amendments Act (42 U.S.C. 3601, et seq.) and Title II of the Americans with Disabilities Act (42 U.S.C. Section 12131, et seq.), may apply for an accommodation to extend the maximum period for occupancy at an approved RV site from 179 days to year-round. A person seeking such an accommodation shall submit an application on a form provided by the town. An application for disability accommodation that has been denied may be appealed pursuant to the procedure in section 170-025(E).

2. Sites with RVs occupied year-round pursuant to this subsection (B) must meet the following requirements:

(a) The site upon which the RV is located shall include a principal dwelling unit;
(b) No minimum parcel size is required. However, the property upon which the RV is located must be a conforming or legal non-conforming plot;
(c) In no instance shall the total number of RVs on a property exceed the maximum number of RVs for the property size as set forth in *Table 1: RV Allowances*; and
(d) An RV that is occupied year-round must meet applicable FEMA regulations when located in a Special Flood Hazard Area, and any applicable local and state building regulations.

3. Other than as specifically stated in this subsection (B), the other requirements of this article must be met.

(C) Vehicle Use. RVs shall only be used for their designed and intended purpose as evidenced by the manufacturer's certification. RVs shall not be used for storage or any other non-residential uses for which it was not designed and manufactured as evidenced by the manufacturer's certification.

(D) Occupancy Limits. RV occupancy shall not exceed the maximum number of occupants prescribed by the manufacturer.

Section 92-020 - RV Site and Utility Requirements

(A) **Location.** No RV shall be located within any required yard or setback as established by the AR zoning district, nor any easement or right-of-way.

(B) **Utility Connections.** An occupied RV shall be hooked up to appropriate electrical service, potable well and sanitary sewer facilities (bathroom and septic tank) that have been installed pursuant to permits issued by, or approved by, the health department and applicable building and zoning codes, where required; portable/ pump-able septic tanks as well as the waste removal therefrom are permitted under this section. A determination of appropriateness shall be made at the time of inspection regarding the size and capacity of on-site wells and septic tanks to meet demands generated by permitted RVs.

1. Electrical hook up must be separate for each RV. Each electrical hook up must be permitted through and inspected by the town's building department. No electrical extension cords shall be utilized. Use of extension cords will render the permit invalid.

2. Water hook ups may be a single source with separate hook up at each RV parking spot. Backflow protection devices shall be installed prior to use.

3. Septic hook up must be permitted and inspected by the Florida Department of Health. A copy of the approved permit is required as part of this application. Portable/ pump-able septic tanks as well as the waste removal therefrom are permitted under this section subject to the requirements set forth hereinabove.

(C) **Solid Waste Disposal.** The permit holder shall be required to ensure solid waste generated by an occupied RV is disposed of in a manner that keeps the property free and clear of trash and debris. Trash generated by occupied RVs shall be collected by the town's franchise waste hauler as residential or commercial collection. If, after inspection of the property, town staff determines that solid waste cannot safely be contained within two standard trash containers, the property owner shall install a dumpster at the site.

EXHIBIT A

ARTICLE 92 - RECREATIONAL VEHICLES

Section 92-005 - Purpose and Intent; Effective Date.

The purpose of this article is to establish standards relating to recreational vehicles (RVs) consistent with State of Florida and federal law. The town recognizes the potential safety hazards and other negative impacts associated with the unregulated use of RVs. These standards are designed to allow the use and siting of RVs as set forth herein, while protecting the health, safety, and general welfare of the Town of Loxahatchee Groves. To the extent any provision of in this article conflicts with Florida law, federal law, or any other provision of the town code, the more restrictive provision shall prevail. As used in this article, "bona fide agricultural use classification" shall mean such classification assigned by the Office of the 'Palm Beach County Property Appraiser.

Section 92-010 – RV General Requirements

(A) RV Location. No RV shall be located within any required yard or setback as established by the AR zoning district. nor any easement or right-of-way.

~~**(B)**~~ **Conditions to Allow RV.** ~~In order for a recreational vehicle to be sited on any property within the town's municipal limits, the property MUST possess and maintain a principal residential dwelling unit and be homesteaded. Recreational vehicles are not permitted on vacant land.~~ Recreational vehicles are only permitted in the Agricultural/Residential (AR) zoning district and absent a bona fide agriculture use on the property, the property on which the RV is located must have a homesteaded principal residential dwelling on the property.

(C) Time Recreational Vehicle Allowed on the Property: The maximum time that an occupied recreational vehicle can be sited on property located within the town's municipal limits is six (6) months from the date that the recreational vehicle is placed on the property.

Time Recreational Vehicle Allowed on the Property: The maximum time that an occupied recreational vehicle can be sited on property ~~six (~~located within the town's municipal limits is six (6) months ~~from the date that the recreational vehicle is placed on the property~~ during November of one year thru April of the subsequent year.

(D) Number of Occupied and Rented Recreational Vehicles Allowed on the Property:

Property Acres	Number of RVs permitted
Less than 2 acres	1 RV
2 acres or more	2 RVs

(E) Property possessing Bona Fide Agricultural Use: If a property possesses a bona fide agricultural use, one (1) recreational vehicle is permitted under the following conditions:

1. The recreational vehicle is being used as a caretaker or groom's quarter which is permitted year-round.
2. 80% of more of the property is designated as bona fide agricultural use
3. Must obtain a town permit including required inspections and permits.
4. The property must have a septic tank approved by the health department specifically allowing the RV to deposit its wastewater into the septic system.

(F) Disability Accommodation. Persons with disabilities as provided by the Federal Fair Housing Amendment Act (42 U.S.C. 3601, et. Seq.) and Title II of the Americans with Disabilities Act (42 U.S.C. Section 12131, et. Seq.), may apply for an accommodation to extend the maximum period for occupancy for an RV to year-round. A person seeking such accommodation shall apply on a form provided by the town. An application for disability accommodation that has been denied may be appealed pursuant to the procedures outlined in section 170-025(E).

(G) Parking of Recreational Vehicle. The recreational vehicle shall be parked in the location as specified in a lease agreement. The leased space shall only be used for parking and storage of the vehicles described on your lease.

(H) Storage of materials - No recreational vehicle may be used for the storage of goods, materials, or equipment other than those items considered to be part of the recreational vehicle essential for its immediate use.

(I) Condition of vehicle - The vehicle or equipment must be kept clean, presentable and in usable condition. A current vehicle registration license plate must be attached at all times. Said vehicle shall not display commercial lettering nor have any equipment, materials, or devices associated with a commercial or industrial use visible. The existence of such lettering, equipment, materials or devices shall automatically deem the vehicle as a "commercial vehicle," subject to the provisions of above.

(J) Ownership of vehicle - The vehicle parked must be owned or leased by the property's owner or tenant.

(K) Repairs on vehicle - No major repairs or overhaul work can be performed on the premises

(L) Access to Property - A property owner, tenant or person in possession or control of the property shall provide access to the property, upon request, for the town inspector to conduct an inspection. Section 92-015 - Permit, Inspection, and Maintenance Requirements

Section 92-015 – Permit, Inspection, and Utilities Requirements

(A) **Permit Requirement**: A town building permit is only required for an operational recreational vehicle if the recreational vehicle is occupied. If the recreational vehicle is being stored on the property, no approvals from the town are required but the recreational vehicle must meet the requirements of this section.

(B) **Permit**. The permit application shall be in a form approved by the town and contain the following:

a. Property Owner information

b. Property information including the Property Use Classification by PBC Property Appraiser

c. How many acres

d. # of trailers being occupied

e. Dates the recreational vehicle will be onsite

f. Model, make and color of recreational vehicle

g. Recreational vehicle license tag number

h. Documentation that electric has been permitted by town

i. Documentation that wastewater disposal is through a mechanism that has been permitted by the health department

j. Affidavit stating information provided is true and correct

k. Payment of a filing fee, if applicable and approved by the town council, which shall not exceed $50.00

l. Occupant information including verification of occupant's identification by submittal of governmental issued photo identification document including but not limited to passport and/or current valid driver's license.

(C) **Inspection.** Every permit requires at least one town inspection of the recreational vehicle which must be passed in order to issue the permit. Failure to provide access for an on-site inspection, upon reasonable notice, is a violation of this section.

(D) **Utility Connections.** An occupied RV shall be hooked up to appropriate electrical service, potable well and sanitary sewer facilities (bathroom and septic tank) that have been installed pursuant to permits issued by, or approved by, the health department and applicable building and zoning codes where required; portable/pumpable septic tanks as well as the waste removal therefrom are permitted under this section. A determination of appropriateness shall be made at the time of inspection regarding the size and capacity of on-site wells and septic tanks to meet demands generated by permitted RVs.

1. Electrical hook up must be separate for each RV. Each electrical hook up must be permitted through and inspected by the town's building department. No

electrical extension cords shall be utilized. Use of extension cords will render the permit invalid.

2. Water hook ups may be a single source with separate hook up at each RV parking spot. Backflow protection devices shall be installed prior to use.

3. Septic hook up must be permitted and inspected by the Florida Department of Health. A copy of the approved permit is required as part of this application. Portable/ pump-able septic tanks as well as waste removal therefrom are permitted under this section subject to the requirements set forth hereinabove.

(E) Solid Waste Disposal. The permit holder shall be required to ensure solid waste generated by an occupied RV is disposed of in a manner that keeps the property free and clear of trash and debris. Trash generated by occupied RVs shall be collected by the town's franchise waste hauler as residential or commercial collection.~~.~~

Section 92-020 – RV Regulation Enforcement

(A) Enforcement. It shall be unlawful to use or possess an RV in violation of this article. Each additional RV used or possessed in violation of this article shall constitute a separate violation. Each day a violation exists shall constitute a separate violation.

1. Violations of this article are subject to enforcement procedures and penalties in chapter 162, Florida Statutes, and chapter 14 of the town code. In addition, violations may be subject to any other means of enforcement allowed by law.

2. In addition to any other penalty authorized by this section, the town may deny issuance or renewal of a permit after a special magistrate's finding of violation of this article.

3. The application fee for after-the-fact permits shall be four (4) times the amount of the application fee set forth in section 92-0I0(B).

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

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

FROM: **Craig Lower, Public Works Director**

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

DATE: **August 4, 2026**

SUBJECT: **Discussion – Draft North Road Paving Proposal**

Legal Sufficiency:	☒ **Reviewed**	☐ **Not Reviewed**
	☒ **Approved**	☐ **Not Approved**

Purpose:

The purpose of this agenda item is to present the attached Draft North Road Paving Proposal from J.W. Cheatham, LLC for the construction of 1,000-foot-long by 18-foot-wide paving sections on North Road and to request Town Council discussion and direction regarding the proposed paving approach.

Background:

At the request of the Town, J.W. Cheatham, LLC prepared a draft proposal for constructing 1,000-foot paving sections along North Road. The proposal is intended to provide the Town with a preliminary cost estimate for incremental paving improvements and may serve as a planning tool for future roadway improvements or phased implementation.

Proposal Summary:

The proposal includes:

- Mobilization
- Installation of approximately 2,000 square yards of 2.5-inch SP 12.5 TLC asphalt pavement
- Installation of two (2) Seminole speed tables

Draft Cost per 1,000-foot Section: $54,490.00

The proposal excludes engineering, permitting, testing, clearing and grading, erosion control, pavement striping, pothole repairs, and asphalt leveling. Pricing is valid for thirty (30) days and is subject to material and fuel escalation.

Discussion:
Staff is seeking Town Council input regarding the draft paving concept and requests discussion on the following:

- Whether to pursue paving North Road using the proposed 1,000-foot phased approach.
- Whether to identify funding sources or incorporate the project into the Town's Capital Improvement Program.
- Whether modifications to the proposed scope or paving priorities should be considered before moving forward.

Requested Direction:
This item is presented for discussion only. No formal action is requested at this time. Staff request direction from the Town Council regarding the Draft North Road Paving Proposal and any desired next steps. In order to move forward a formal bid would most likely be required.

J. W. CHEATHAM LLC

Road Building & Earthmoving Contractors

DRAFT

July 22, 2026

Town of Loxahatchee Groves
245 W. D Road
Loxahatchee Groves, FL 33470

Attn: Craig Lower
Public Works Director, CDM

Ref: "North Road Paving Sections"

Dear Mr. Lower

As per your request, I submit the following Proposal for 1,000-foot long by 18-foot-wide paving sections at the above referenced project. (See Schedule "A")

Qualifications are as stated below:

- Engineering, layout and as-builts are not included.
- Permits and testing are not included.
- Clearing and grading is not included.
- Performance and payment bonds are not included.
- Erosion control is not included. i.e. silt fence, inlet protection and hay bales.
- Pothole repairs and/or asphalt leveling is not included.
- Paint striping, Thermoplastic striping, & Reflective Pavement Markers are not included.
- Seminole Speed Tables are included at two per 1,000-foot-long section.
- Bid price is based on mobilizing one time for each asphalt paving section as stated above.
- We are not responsible for any unsuitable subsurface material or condition.
- We are not responsible for pre-existing conditions, i.e. reflective cracking, and/or defective cross slopes and profiles.
- Asphalt yield is based on 105 pounds per inch of thickness. Any overages will be billed at the current contract unit price.
- The prices shown reflect current fuel and material prices and are subject to escalation.
- Bid price is good for thirty (30) days.

7396 Westport Place West Palm Beach, FL 33413 Phone: (561) 471-4100 Fax: (561) 471-8348

J. W. CHEATHAM LLC

Road Building & Earthmoving Contractors

Town of Loxahatchee Groves "North Road"
Schedule of Values
Schedule "A"

GENERAL

Mobilization	1	EA	@	$	3,710.00	/EA	$	3,710.00
2.5" SP 12.5 TLC Asphalt	2000	SY	@	$	23.29	/SY	$	46,580.00
Seminole Speed Table	2	EA	@	$	2,100.00	/EA	$	4,200.00
					Total		**$**	**54,490.00**

If you have any questions please contact me.

Respectfully,
Michael Wonnell
Michael Wonnell
Project Manager
J.W. Cheatham, LLC.

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

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

FROM: **Caryn Gardner-Young, Development Standards Director**

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

DATE: **August 4, 2026**

SUBJECT: **Zoning Map and Land Use Map Conflict**

Legal Sufficiency:	☒ **Reviewed**	☐ **Not Reviewed**
	☒ **Approved**	☐ **Not Approved**

Background: .

Land use refers to the actual or intended purpose for which a parcel of land is utilized. It represents a broad concept, often guided by a community's long-term vision, typically articulated in a comprehensive or master plan. This plan outlines how land should be allocated to achieve specific community goals, such as promoting economic development or safeguarding natural resources. Land use planning involves assessing current land and resource use, evaluating environmental impacts, and considering community needs.

Common land use categories include residential, commercial, industrial, and agricultural areas. Residential land designates areas for housing, from single-family homes to multi-unit dwellings. Commercial land is for businesses, retail stores, and offices, while industrial land accommodates manufacturing and storage facilities. Other categories include open space for natural areas and recreation, and institutional uses for public facilities like schools or hospitals.

Zoning is a regulatory tool used by local governments to implement land use plans. It divides land into distinct zones, each with rules governing development. These rules, codified in zoning ordinances, specify permitted or prohibited activities within each zone. Zoning ordinances are legal documents with a map delineating zones and text detailing

Beyond permitted uses, zoning ordinances regulate physical characteristics of development. These regulations include building heights, minimum setbacks, lot sizes, and density limits, such as maximum dwelling units per acre. Zoning balances individual property rights with community interests, promoting public health, safety, and welfare. It helps manage urban growth, control traffic, and prevent incompatible land uses, like industrial facilities next to residential neighborhoods.

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

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

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

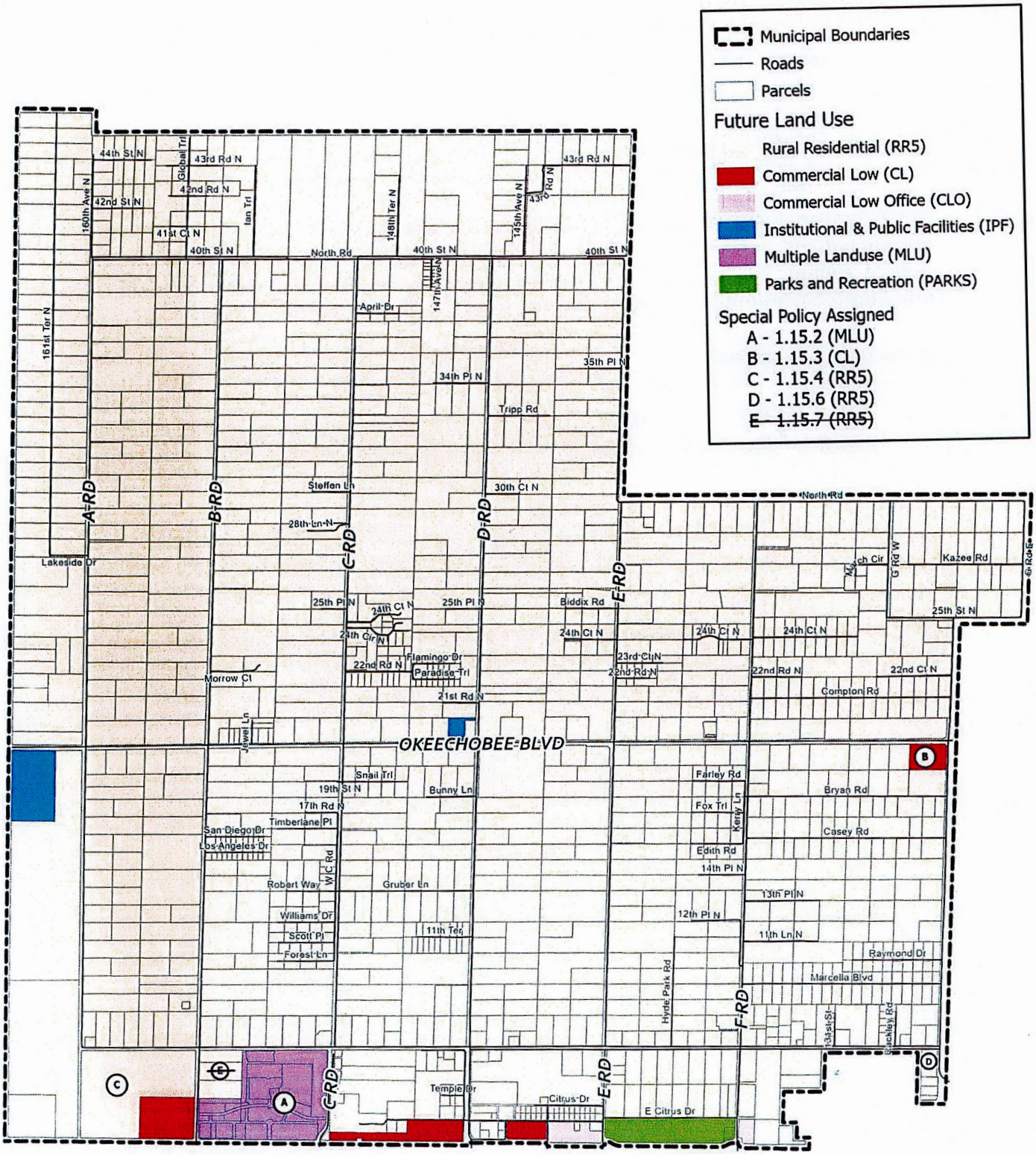
1. Piquet possesses a zoning designation of Community Recreation, which there is no such zoning district in the Town's Code and possesses a land use designation of Rural Residential which is not consistent.
2. 14745 Southern Blvd possesses a zoning designation of Community Commercial, which there is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

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

Recommendation/Motion:
Discussion of the inconsistencies and possible actions to take to correct.

LOXAHATCHEE GROVES
FLORIDA

MAP FLU-1
2035 Future Land Use Map



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

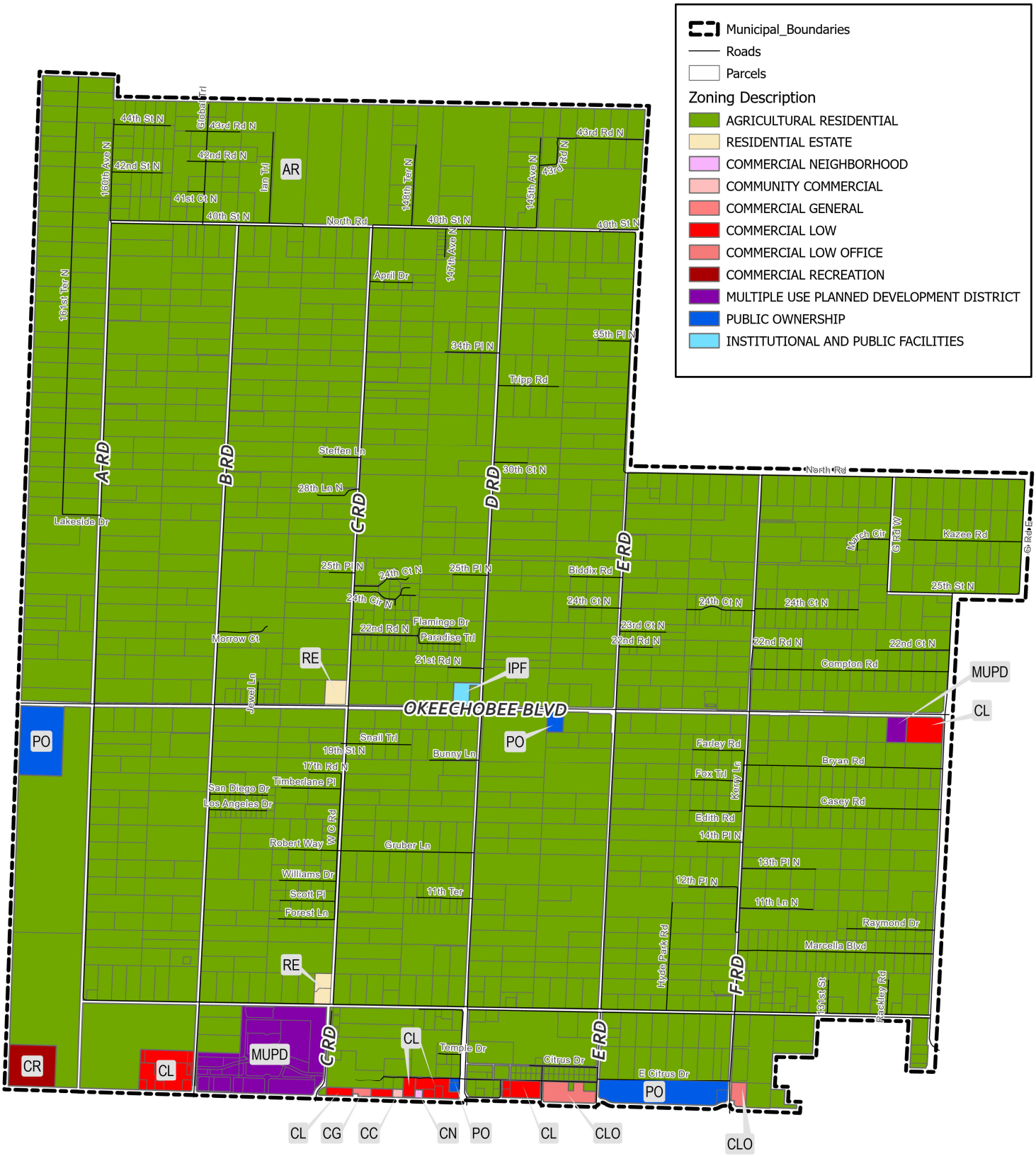
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LOXAHATCHEE GROVES FLORIDA

ZONING DESIGNATION



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

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TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

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

FROM: **Caryn Gardner-Young, Development Standards Director**

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

DATE: **August 4, 2026**

SUBJECT: **Line of Sight**

Legal Sufficiency:	☒ **Reviewed**	☐ **Not Reviewed**
	☒ **Approved**	☐ **Not Approved**

Background:

In January, Town Staff conducted a town wide review of line-of-sight violations. Approximately thirty (30) properties were provided with a courtesy notice that their sight triangle was not clear as required by the Town's Code. Within two (2) weeks, about 50% of the properties were brought into compliance. However, the Town Council at its February 3, 2025, meeting, directed Town Staff to stop enforcing the line-of-sight regulations and to provide the ULDC Committee with the opportunity to review the line-of-sight language and to provide the Town Council with any modifications they think are appropriate.

At its January meeting, the ULDC Committee discussed the existing nuisance abatement regulations as well as the line-of-sight regulations. At that meeting, the following were discussed in relation to the Town's existing line-of-sight regulations:

a. Provide additional diagrams showing all line-of-sight dimensions
b. Clarify that section B applies to all line-of-sight situations
c. Add that line-of-sight regulations do not apply to government required structures
d. Clarity that a property owner can replace a gate with a fence and there is no need to meet the line-of-sight regulations
e. Clarity how we measure the height of structures in the sign triangle
f. Clarify the clear zone between 30" and 8'

Changes were made to the existing line-of-sight regulations, and the new regulations were presented to the ULDC Committee at their February 2026 meeting. Discussion at this meeting encompassed the current measurements and diagrams including driveway width impacts and the size of the sight triangle to create a clear understanding of line-of-sight standards for residents. In addition, there was conversation on how irregular shaped driveways and old trees would be treated such as whether they could be grandfathered in or not. Further, the Committee considered how some people may have access points that are not in use and do not need to abide by line of sight. Overall, the Committee wanted to make clear what the requirements are for line of sight and to explain to residents the importance of this provision. If the remedy is to clear the sight triangle,

then the Committee wanted it easy for people to adhere to the adopted regulations. The Committee also discussed how driveway sight lines may be treated differently than roadway intersection sight lines as well as how trails sight lines can be included as these intersections also pose safety concerns. The Roadway, Equestrian Trails & Greenway Committee were asked for their opinion regarding line of sight which they discussed at their February meeting where the members agreed that the existing 10-foot line of sight appeared sufficient for rider visibility and overall safety.

At the March 2026 Committee meeting, the Engineer and Floodplain Manager for the Town was present, and he discussed his proposed changes to the existing line-of-sight regulations. Mr. Clough stated that line-of-sight triangles are based upon the traffic speed limits and that both the Florida Department of Transportation and Palm Beach County have adopted line-of-sight regulations. Discussion ensued with how to measure the sight triangle – from edge of pavement, from the property line or from the right-of-way, the impacts of line-of-sight on non-typical driveways obstructions located in the sight triangle. Town Staff took notes and stated they would present revised language at the next ULDC Committee meeting. The ULDC Committee asked for the following changes:

a. Add trail and driveway diagrams
b. Provide two diagrams trail and streets
c. Clarify correct measurements
d. Include language that clarifies the right of way and line of sight

The ULDC Committee on May 11th reviewed the proposed line-of-sight language based upon the ULDC Committee's previous comments and the Town Engineer's recommendations. A Motion was made to approve the line-of-sight language as presented by Staff and to forward the language to the Town Council for consideration. The Motion passed on a 3-2 vote. Attached is the proposed language as approved by the ULDC Committee.

Recommendation/Motion:

Discussion of the proposed ULDC Committee line-of-sight regulations and provide direction to staff whether to amend the proposed language, draft an Ordinance with the ULDC proposed language or leave the current language in place and renew enforcement of Town's line of sign violations.

Section 105-005. - Sight distance triangle.

(A) The Town hereby establishes a mandatory sight distance triangle for the purposes of ensuring adequate cross visibility at the following types of intersections:

(1) *Intersection of driveway and street.* Where a driveway intersects a street, the triangular area of property on both sides of a driveway, measured ten feet from the intersection, and on the street line, measured ten feet from the intersection, shall form two legs of the sight distance triangle, and the third side being a line connecting the ends of the two other sides.

(2) *Intersection of trail and street.* Where a trail intersects a street, the triangular area of property on both sides of a trail, measured ten feet from the intersection, and on the street line, measured ten feet from the intersection, shall form two legs of the sight distance triangle, and the third side being a line connecting the ends of the two other sides.

(3) *Intersection of two streets.* Where two streets intersect, the triangular area of property on all sides of the intersection, measured 25 feet from the intersection, and on the street line, measured 25 feet from the intersection, shall form two legs of the sight distance triangle, and the third side being a line connecting the ends of the two other sides.

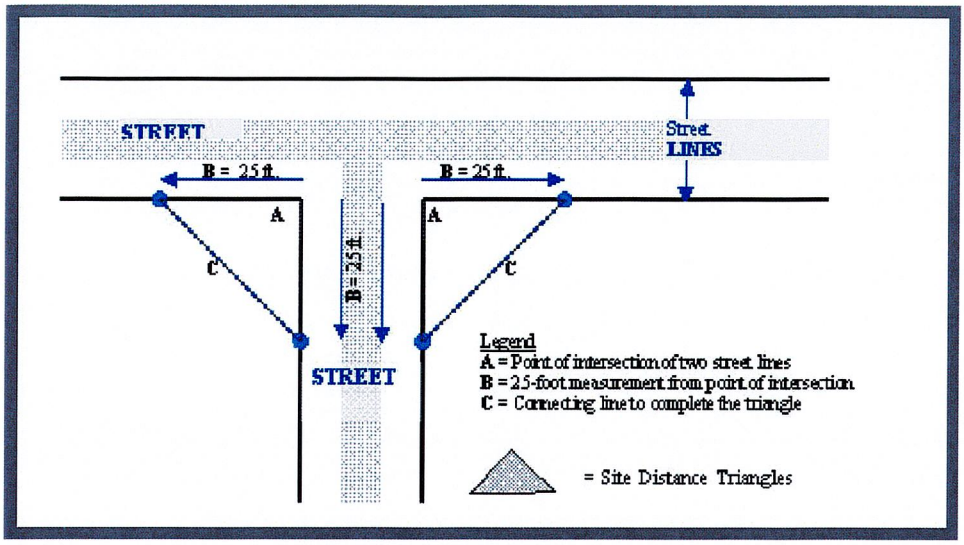
(B) Within any sight distance triangle described in paragraph (A), above, it shall not be permissible to install, set out or maintain, or to allow the installation, setting out or maintenance of, either temporarily or permanently, any vehicular parking space, sign, fence or wall, hedge, shrubbery, tree, earth mound, natural growth or other obstruction of any kind which obstructs cross-visibility at a level between 30 inches and eight feet above the level of the center of the adjacent intersection except that:

(1) Fences or walls within the sight triangle can be constructed in such a manner as to provide adequate cross-visibility over or through the structure between 30 inches and eight feet in height above the driving surface.

(2) Trees having limbs and foliage can be trimmed in such a manner that no limbs or foliage extend into the area between 30 inches and eight feet above the level of the center of the adjacent intersection.

(3) Fire hydrants and public utility poles are permissible.

(4) Street markers and traffic control devices are permissible.



Example of Site Distance Triangle

Section 85-035. - Landscaping within public and private right-of-way or sight distance triangle.

(1) Installation of trees and shrubs within any public right-of-way, private street and swale requires Town approval.

(2) Within any sight distance triangle (Refer to Exhibit 1), as defined in Section 105-005(A), it shall not be permissible to install, set out or maintain, or to allow the installation, setting out or maintenance of wall, hedge shrubbery, tree, earth mound, natural growth or other obstruction of any kind which obstructs cross-visibility at a level between 30 inches and eight feet above the level of the center of the adjacent intersection except that:

   a. Fences or walls within the site triangle can be constructed in a manner as to provide adequate cross-visibility over or through the structure between 30 inches and eight feet in height above the driving surface.

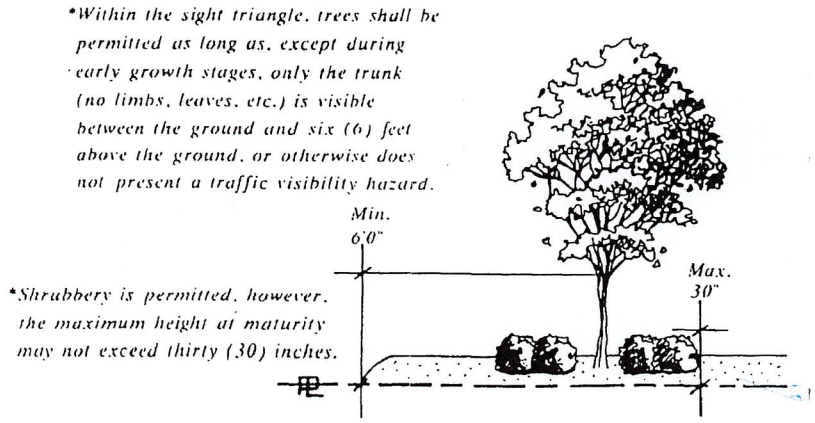
   b. Trees having limbs and foliage can be trimmed in such a manner that no limbs or foliage extend into the area between 30 inches and eight feet above the level of the center of the adjacent intersection.

(Ord. No. 2018-09 , § 3(Exh. B), 9-7-2018)

Editor's note— Exhibit 1, referenced above, is not set out herein, but is on file and available for inspection in the town offices.

PROPOSED LANGUAGE TO ADDRESS COMMITTEE'S CONCERNS

(A) Within the triangular areas described in subsection (C) of this section, it shall not be permissible to install, set out or maintain, or to allow the installation, setting out or maintenance of, either temporarily or permanently, any vehicular parking space, sign, wall, hedge, shrubbery, tree, earth mound, natural growth or other obstruction of any kind which obstructs cross-visibility at a level between thirty (30) inches and eight (8) feet above the level of the center of the adjacent intersection except as provided in subsection (B) of this section. Trees located within clear sight triangles shall be installed with a minimum of eight feet of clear trunk. Shrubbery is permitted, however, the maximum height at maturity may not exceed 30 inches. Any wall or fence within the sight triangle must be constructed in such a manner as to provide adequate cross-visibility over or through the structure between thirty (30) inches and eight (8) feet in height above the driving surface.



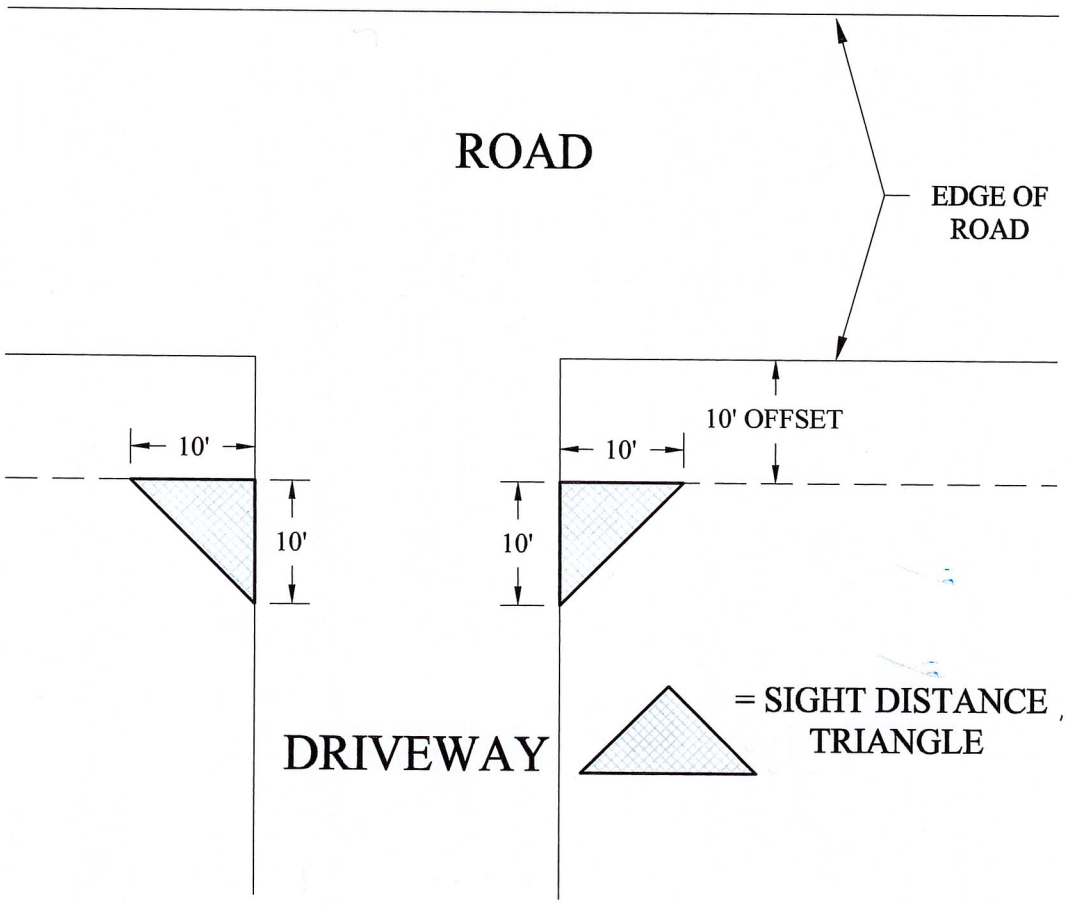
(B) The following will be permitted within the triangular areas described below:

(1) Trees having limbs and foliage trimmed in such a manner that no limbs or foliage extend into the area between thirty (30) inches and eight (8) feet above the level of the center of the adjacent intersection. Trees must be so located so as not to create a traffic hazard. Landscaping, except required grass or ground cover, shall not be located closer than four (4) feet from the edge of any roadway pavement unless in conflict with the state department of transportation clearance criteria which shall prevail, and three (3) feet from the edge of any alley or driveway pavement.

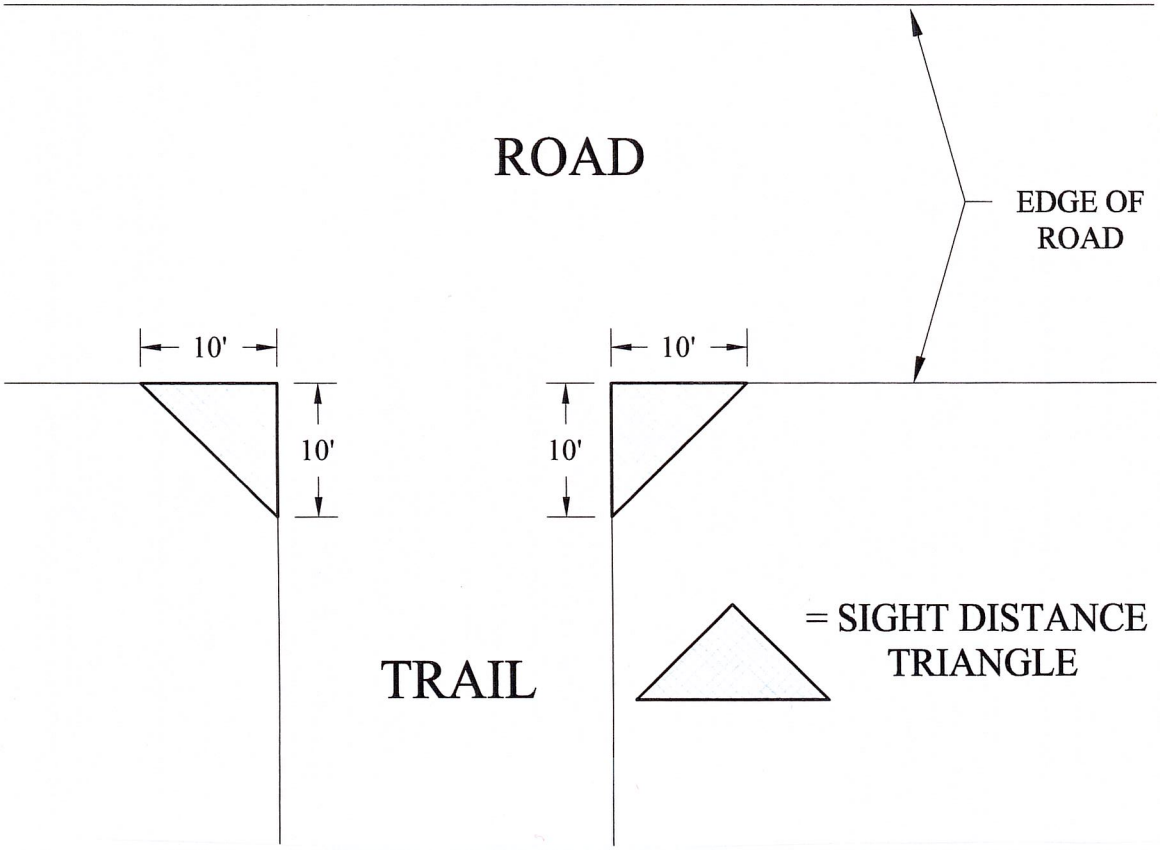
(2) Fire hydrants, public utility poles, government approved or required structures, street markers and traffic control devices. Posts for illuminating fixtures, traffic control, fences and street name signs are permitted, so long as the sign or equipment is not within the prescribed clear space and the fence does not visually impede the clear sight of the intersection.

(C) The triangular areas referred to are:

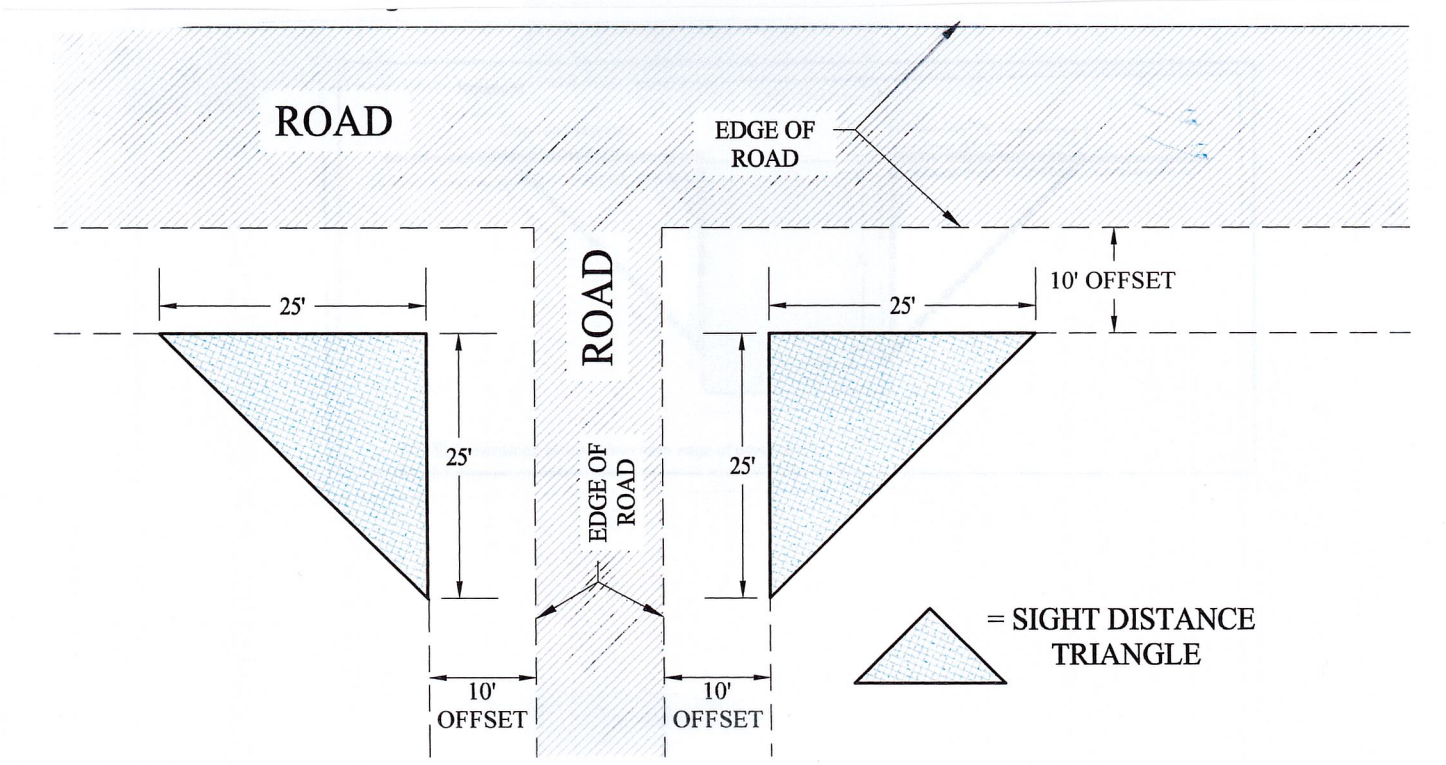
(1) *Cross-visibility requirements at the intersection of driveways and street lines.* Where a driveway intersects a street, the triangular area of property on both sides of a driveway formed by the intersection of each side of the driveway and a 10' offset from the edge of roadway, with two (2) sides of each triangle being ten (10) feet in length from the point of intersection and the third side being a line connecting the ends of the two other sides. The town engineer may waive this requirement where it is not necessary to ensure adequate cross-visibility, such as for driveways that cross canals.



(2) *Cross-visibility requirements at the intersection of trails and street lines.* Where a crosswalk intersects a vehicular access aisle, driveway or an ultimate right-of-way or street line, the triangular area of property on both sides of a crosswalk or walkway formed by the intersection of each side of the walkway and the edge of roadway or aisle with two (2) sides of each triangle being ten (10) feet in length from the point of intersection and the third side being a line connecting the ends of the two sides.



(3) *Cross-visibility requirements at the intersection of two streets.* Where two (2) streets intersect, the triangular area of property on all sides of the intersection, formed by the intersection of two (2) or more private or public roads with two (2) sides of the triangle area being twenty-five (25) feet in length along a 10' offset line from the abutting edge of roadways measured from their point of intersection, and the third side being a line connecting the ends of the other two sides.



TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

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

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

DATE: **August 4, 2026**

SUBJECT: **Funding Direction for the Loxahatchee Groves Stormwater System Rehabilitation Phase III Project**

Legal Sufficiency:	☒ **Reviewed**	☐ **Not Reviewed**
	☒ **Approved**	☐ **Not Approved**

Background:

The Town was awarded $375,000 in state funding for the Loxahatchee Groves Stormwater System Rehabilitation Phase III Project (LPA0569). The funding requires a 50% local match in the amount of $375,000.

Phase III will include improvements to canal junctions, pump stations, control structures, public culvert crossings, swales, catch basins, and other stormwater infrastructure throughout the Town. The Town has identified high-priority repairs along major local roads and more than 200 potential locations requiring drainage improvements. These locations include culverts and swales along primary north-south connectors and other roadways that are essential for residential access, emergency response, and Town operations.

On July 28, 2026, Town representatives met with Damian Amuso, Government Operations Consultant III of Florida Department of Environmental Protection, regarding the project and the required amendment. Staff will submit the Request for Agreement Initiation.

Draft Amendment No. 2 is being prepared and is expected to proceed through two review stages for transmittal to the Town, which typically takes approximately two months.

Upon completion of the review process, Amendment No. 2 will be presented to the Town Council for review and approval. Following approval by the Town Council, FDEP and the Town will execute the amendment.

Recommendation/Motion:

The Finance Director recommends that the Town Council approve the designation and carryforward of $375,000 from the Fiscal Year 2025–2026 contingency surplus to satisfy the required local match for the Loxahatchee Groves Stormwater System Rehabilitation Phase III Project, LFIR No. 2066 and HSE No. 1772.

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

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

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

DATE: **August 4, 2026**

SUBJECT: **Direction Regarding Town Manager Recruitment and Interim Management Services**

Legal Sufficiency:	☐ **Reviewed**	☒ **Not Reviewed**
	☐ **Approved**	☐ **Not Approved**

Background:

On April 7, 2026, the Town Council appointed Valerie Oakes, Town Clerk, to serve as Acting Town Manager while the Town Manager was placed on administrative paid leave. The current Acting Town Manager Agreement expires on September 30, 2026.

On July 21, 2026, the Town Council approved a motion to terminate Town Manager Francine Ramaglia for cause by a 4–1 supermajority vote, creating a vacancy in the Town Manager position. An investigation concerning Ms. Ramaglia's performance while serving as Town Manager remains ongoing, and the final investigative report has not yet been completed.

Based on the July 21, 2026, vacancy date, the Council must begin the process of filling the Town Manager position by October 19, 2026.

CHARTER REQUIREMENT - Section 4(2)(d) of the Town Charter provides: *"The town council shall begin the process to fill a vacancy in a charter office within 90 days after the vacancy. An acting town manager or an acting town attorney may be appointed by the council during a vacancy in such charter office."*

A Town Manager recruitment typically requires approximately 60 to 90 days and may take longer depending on the application, interview, background-review, contract-negotiation, and transition process.

The Council should determine:

1. Whether the recruitment will be conducted by Town staff or an executive recruitment firm;
2. The qualifications, experience, salary range, and employment terms for the position;
3. The application and candidate-screening process; and
4. The format for Council interviews and finalist selection.

Generally, applications are accepted for at least 30 days, it is unlikely that a permanent Town Manager will be selected and available to begin employment before the current Acting Town Manager Agreement expires.

The Council should provide direction regarding Town management beginning October 1, 2026, and continuing until a permanent Town Manager assumes the position.

The Council may:

1. Negotiate a new agreement with the current Acting Town Manager;
2. Appoint another qualified individual as Interim Town Manager; or
3. Retain an individual consultant or firm to provide interim management services.

Any interim agreement should be presented for Council approval at their regular meeting on September 8, 2026, to avoid a lapse in executive management authority.

Recommendation/Motion:

Town Council discussion and direction on the Town Manager recruitment process and the interim management services.

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

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

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

DATE: **August 4, 2026**

SUBJECT: **Continued Discussion regarding the Town Attorney's Contract**

Legal Sufficiency:	☐ **Reviewed**	☒ **Not Reviewed**
	☐ **Approved**	☐ **Not Approved**

Background:

The Town Council discussed the Town Attorney's contract during the July 7, 2026, Regular Town Council Meeting and discussed the legal model at the July 21, 2026, Town Council Workshop Meeting.

As part of the Council's evaluation process, Councilmembers have had the opportunity to meet with the Town's current Town Attorney, Jeffrey S. Kurtz, as well as representatives from two additional law firms:

- Nason, Yeager, Gerson, Harris & Fumero, P.A.; and
- TG Law.

These discussions provided the Council with an opportunity to consider the firms' municipal experience, proposed service models, attorney availability, approach to legal representation, fee structures, and ability to meet the Town's ongoing legal needs.

Recommendation/Motion:

Council discussion and direction as it relates to the Town Attorney's contract.

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

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407-1950
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*FLORIDA BAR BOARD CERTIFIED
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

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

May 20, 2025

VIA ELECTRONIC MAIL ONLY
Mayor and Town Council
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

RE: Analysis of Legal Fees

Dear Mayor and Town Council:

In accordance with your request, the following is an analysis of legal fees expended by the Town of Loxahatchee Groves along with a comparison of legal fees for other municipalities which our firm represents as City Attorney, and suggestions on how to reduce fees.

Part I - Analysis of General Fees, by Category, Expended from October 1, 2024 through March 31, 2025

Projects	10/1/24 – 3/31/25
Trees (Article 87 & Removal)	$5,591.37
Civil Citations	$3,630.76
Culverts	$3,558.14
1300 D Road	$1,282.87
Livestock Waste	$12,925.48
Water Control Plan	$6,704.80
School Zone/Redspeed	$3,705.80
WAGFLO	$4,284.29
Sign Code	$9,343.14

Projects	10/1/24 – 3/31/25
ULDC	$1,645.94
Solid Waste	$1,452.31
Fireworks	$1,379.69
Charter	$919.79
Priorities (added March 2025)	$3,340.29

Part II – Analysis of Legal Fees expended by the Town by fiscal year since October 1, 2020:

October 1, 2020 to September 30, 2021 – $196,267.00
October 1, 2021 to September 30, 2022 – $296,061.00[1]
October 1, 2022 to September 30, 2023 – $410,236.00
October 1, 2023 to September 30, 2024 – $388,267.00
October 1, 2024 to March 31, 2025 - $292,170.26

This is how much time our Firm provided to the Town of Loxahatchee Groves from October 1, 2024 through March 31, 2025 without charging for those services:

	Hours	Not Billed
October 2024	23.7	$5,747.25
November 2024	20.5	$4,971.25
December 2024	17.4	$4,219.50
January 2025	32.9	$7,978.25
February 2025	27.2	$6,596.00
March 2025	61.3	$14,865.25
TOTAL:	**183**	**$44,377.50**

Part III. Comparison of Legal Fees for October 1, 2023 to September 30, 2024 for several of the clients that our Firm serves as City/Town/Village Attorney

The category of general government includes attending Commission meetings, Advisory Board meetings (i.e., Planning and Zoning), communications with City Manager and Staff, land use, drafting ordinances, resolutions and contracts, purchasing, procurement, and agenda items. This category is included for all municipalities listed.

1 Francine Ramaglia became the Interim Town Manager in May, 2022 and Town Manager on October 4, 2022.

City/Town/Village	Population[2]	Additional Services Provided by Each Municipality	Fees
Belle Glade	20,000	CRA; Parks & Recreation; Campground and Marina; Municipal Solid Waste & Recycling; Facilities Maintenance & Garage; Municipal Golf Course; Museum; Passports; Municipal Airport	Less than $200,000
Greenacres	43,990	Fire Rescue; Parks & Recreation; K-12 After School Programs including transportation; Youth Camps; Passports; Stormwater Management	Less than $200,000
Highland Beach	4,200	Police Dept. (including Marine Patrol Unit); Fire Rescue (including construction of new Fire Rescue building); Municipal Library; Water Utility	Less than $200,000
Loxahatchee Groves	3,400	Water Management including drainage and canals	$403,228.67
Palm Springs	26,890	Police Dept.; Municipal Library; CRA; Parks & Recreation, Water Utility; Youth Camps; Senior Programs; Stormwater Management	Less than $200,000

Part IV. Increase in Attorney's Fees compared to Increase in Staff Salaries

As you can see, our legal fees have significantly increased from fiscal year 2022 to fiscal year 2024. In 2022, our legal fees had increased from $196,267 in the prior year to $296,061 in the FY 22 year. In both of the next two (2) fiscal years, 2023 and 2024, our fees increased to approximately $400,000 each year. The increase from the FY 22 fees to the FY 24 fees was approximately 30%. During the same time frame, staff salaries went from $1.318 million to $2.067 million which was a 62% increase in salaries (see attached). As you can see, the rate of increase

2 As reflected in the Palm Beach County League of Cities Membership Directory.

in legal fees has been about one half of the increase in staff salaries.

Many of you have heard the Town Manager state that she has been trying to clean up twenty (20) years of backed up work. Those efforts are reflected in the increase in both staff and attorneys costs. As the Town Manager wrote, in a January 9, 2025 email to Councilwoman Maniglia, "I will say that we do use our attorney more than many other cities as we do not have the level of staff—in numbers or level of expertise— or even just the physical time to write and/or address the numerous issues that the Town faces as well as the bottleneck of "righting the past" and of course the volleyball that generally has us looking at the same issues multiple times to no avail."

As I believe you are all aware, attorneys' fees are driven primarily by assignments from the Town Manager. Occasionally, there are assignments from the Council such as drafting a certain ordinance but the vast majority of your expenses on attorneys' fees are through assignments from the Manager.

Part V. Suggestions for Reduction of Fees

As the Town Manager noted, many issues seem to go unresolved for many years. The delay in resolution may be for a variety of reasons, such as for the matter to return to Council numerous times with changes, for seeking review and comments from outside consultants and/or staff on each revised draft, for scheduling before an advisory board, for providing a draft that is ready for Council consideration, or for changes in direction or prioritization. When items are not completed in a timely manner, there is always an increase in cost, both in staff time and attorneys' fees, in re-engaging on a topic that may have had no activity for many months. One suggestion would be to establish deadlines by which projects should be completed and scheduling additional deadlines if the project needs more work after its initial deadline.

Another suggestion would be to prioritize projects. You have often heard discussions about there are too many priorities, too many issues that the Town is trying to tackle all at once. This often leads to many items not being completed; as soon as one priority gains momentum, another priority seems to overtake it and puts the first priority on the back shelf. For this reason, establishing deadlines and prioritizing projects have to work together.

A third suggestion would be to not have contracts prepared by staff and then sent to us for review. It would be much more efficient to simply provide us with the necessary information and have us draft the contract.

A fourth suggestion would be to instruct that agenda items are provided to our office in a timely manner. Attached is the Town's "Deadlines for Agenda Items/Agenda Publication" document. Rarely do we receive items to review in accordance with the Town's policy. We are often provided items to review a day or two prior to agenda publication.

I trust that the above is of assistance to you and look forward to working with you to provide excellent legal services in the most cost effective manner.

Sincerely,



Glen J. Torcivia

cc: Francine Ramaglia, Town Manager
Valerie Oakes, Town Clerk

EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND JEFFREY S. KURTZ AS TOWN ATTORNEY

THIS AGREEMENT is made and entered between JEFFREY S. KURTZ ("EMPLOYEE" or "ATTORNEY") and the TOWN OF LOXAHATCHEE GROVES, a municipal corporation of the State of Florida ("TOWN"), collectively "the PARTIES".

WHEREAS, the parties have decided to enter into this Employment Agreement ("Agreement");

WHEREAS, the EMPLOYEE was initially hired as a regular full-time employee by the TOWN on October 1, 2023 as the Project Coordinator;

NOW THEREFORE, for and in consideration of the mutual obligations set forth below, the EMPLOYEE and the TOWN agree as follows:

I. APPOINTMENT AND EMPLOYMENT OF EMPLOYEE

Pursuant to Article 4 - Administrative Section (4) of the Town Charter, the Town Council appoints EMPLOYEE as its Town Attorney and as such EMPLOYEE shall advise the Town Council and Town Administration on all legal matters including those relating to the administration of the Loxahatchee Groves Water Control District, an agency of the TOWN.

Subject to the terms and conditions set forth in this Agreement, TOWN hereby agrees to employ EMPLOYEE as its full-time Town Attorney and EMPLOYEE hereby accepts such employment.

II. DUTIES AND RESPONSIBILITIES

The ATTORNEY shall be responsible to the five-member Council and shall perform the functions and duties of the Town Attorney as provided in Article 4 Section 4(4)(d) the Town's Charter, in accordance with Florida Law, the Rules Regulating the Florida Bar, the Palm Beach County Code of Ethics, the Town's Code of Ordinances, the direction of the Council, and as mutually agreed to by the ATTORNEY and TOWN from time to time, as well as the functions and duties of the Chief Legal Officer of the Loxahatchee Groves Water Control District.

The ATTORNEY shall be responsible only to the Town Council and shall satisfactorily perform the duties of Town Attorney as determined by the Town Council. The Town Council shall be responsible for setting Policy and the ATTORNEY shall be responsible for advising the Town Council and Town Administration and assisting in the implementation of Policy.

The ATTORNEY agrees to devote all time necessary to perform the duties of the position. It is recognized that the ATTORNEY must devote a great deal of time outside the normal office hours on business for the TOWN, and to that end ATTORNEY shall be allowed to establish an appropriate work schedule, which may include working on Town matters from locations away from Town offices.

III. EXCLUSIVE EMPLOYMENT

ATTORNEY shall not be employed by any other employer during the Term or any extension or modification of this Agreement.

The term "employed" as used in this Section III shall not be construed to include occasional teaching, writing or consulting performed during the ATTORNEY's time off not in excess of an average of ten (10) hours per week in a

non-conflicting capacity in accordance with the provisions of Florida Statues and with specific written notice given to the Town Council. Any such teaching, writing, or consulting shall not be performed utilizing any TOWN resources or equipment.

IV. TERM

A. The Term of this Agreement for employment in the Town Attorney position shall begin on August 6, 2025 and remain in effect through and including January 31, 2027, unless earlier terminated as provided in Section IX.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the TOWN to terminate the service of ATTORNEY or remove him from the position of Town Attorney at any time, subject only to the provisions set forth in Section IX herein below.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the ATTORNEY to resign at any time, subject only to the provisions set forth in Section IX herein below.

V. COMPENSATION AND BENEFITS

A. Base Salary. TOWN agrees to pay ATTORNEY for services rendered as the Town Attorney at the base annual salary of $135,000.00 through the end of the Term. The Base Salary shall be paid in installments at the same time as other employees of the TOWN are paid.

ATTORNEY shall be awarded a cost of living or any other across-the-board increases provided to other TOWN employees approved by a majority of the Town Council in attendance at the meeting. The TOWN may, at any time, increase the Base Salary to the ATTORNEY as it may deem desirable to do so, in its sole discretion, which shall not require a written amendment to this Agreement provided a majority of the Town Council in attendance at the meeting vote in favor of such increase.

Base Salary payments are not due for any periods of unpaid leave, including disciplinary suspensions, in accordance with applicable wage and hour laws.

B. Benefits.

1. Attorney shall receive benefits, including Paid Time Off (PTO),in accordance with those granted to full-time exempt employees under the Town of Loxahatchee Groves Human Resources Policy Manual adopted on September 3, 2024 or as amended in the future. In terms of his tenure with the Town he will retain his original employment date as a full time employee as of October 1, 2023.

Paid Time Off: ATTORNEY shall use leave in accordance with TOWN policies applicable to all other employees, as amended from time to time. The Town Attorney shall notify all Town Councilmembers in writing of the absence.

3. Holidays: ATTORNEY shall be entitled to the same paid holidays granted to the TOWN's employees.

4. Retirement/Deferred Compensation: During the Term, ATTORNEY shall participate in the Florida Retirement System (FRS) at the Senior Management Service Class once such class has been established by the TOWN pursuant to the applicable FRS rules and procedures. The TOWN hereby authorizes staff to move forward with such designation in accordance with the

applicable FRS rules and procedures to effectuate such designation within a reasonable period of time.

5. Travel and Subsistence: The Town Attorney will be reimbursed for work-related mileage pursuant to and consistent with Internal Revenue Service guidelines. The Town will pay for reasonable and customary travel and subsistence expenses, in accordance with applicable Florida Law and TOWN policies for official travel including approved travel relating to ATTORNEY's professional development.

As an exempt employee, no additional compensation will be paid for time spent traveling on TOWN business other than ATTORNEY's Base Salary then in effect.

6. Dues and Subscriptions: TOWN shall pay reasonable and appropriate professional dues and subscriptions on behalf of the ATTORNEY for the purpose of allowing his participation in direct job-related associations including the Florida Bar and related sections, subject to budget constraints and Town Council approval. The TOWN acknowledges the value of having the Town Attorney participate and be directly involved in professional associations and organizations.

7. Telecommunications/Technical Equipment: The TOWN will provide the ATTORNEY with appropriate support, supplies, materials and equipment to conduct the business of the TOWN including printer, tablet, and/or personal computer(s). The TOWN will pay the ATTORNEY a stipend of $35 per month to cover the cost of cellular service for his phone.

VI. PAYMENT UPON SEPARATION

A. Final Paycheck. If ATTORNEY separates from employment for any reason under Section IX, he shall be paid in full any unpaid balance of his Base Salary then earned and due through the final date of employment. Any accrued but unused paid time off (PTO) is also payable as provided in Section V(C)(1). Such payments shall be made within 15 days after separation. Management Leave or other paid leaves set forth in the Human Resources Policy Manual are not payable unless specified as such in the applicable policy as of the date of separation.

1 Death. TOWN shall pay in full any unpaid balance of his Base Salary then earned and due through the final date of employment and any accrued and unused Paid Time Off, if any, to designated beneficiary, as identified by ATTORNEY on the term life policy provided by the TOWN, within 15 days of the separation date.

VII. PERFORMANCE EVALUATION

As a part of the budget process, the TOWN and ATTORNEY will work together to mutually agree upon such goals and performance objectives which they determine to be essential for the proper operation of the legal department and progress towards attaining TOWN'S policy directives and shall further establish a relative priority among those various goals and objectives. All agreed-upon goals and objectives shall be realistic and have resources reasonably committed to be effectively implemented.

VIII. INDEMNIFICATION

The PARTIES shall comply with Ordinance Section 2-54 as amended from time to time.

TOWN shall bear the full cost of any fidelity or other bonds required of the ATTORNEY under any policy, regulation, law or ordinance.

IX. SEPARATION FROM TOWN

A. Termination by TOWN Without Cause.

1. ATTORNEY shall be provided 30 days' notice of the TOWN's intention to terminate this Agreement and ATTORNEY's employment without cause. At its sole discretion, during the notice period, TOWN may require the ATTORNEY to cease or limit the work performed on TOWN matters.

2. Following notice to ATTORNEY set forth in IX.A. 1 above, TOWN may terminate ATTORNEY and this Agreement Without Cause at any time during the Term of this Agreement pursuant to Section (4)(2)(b) of the Town Charter by a super-majority vote of the full Town Council.

3. Upon the ATTORNEY's request, or on its own initiative, a super-majority vote of the full Town Council may classify and record the Termination Without Cause as a Resignation in the personnel file.

4. The TOWN's termination of ATTORNEY Without Cause shall be final and non-appealable and operates as termination of this Agreement.

B. Termination by TOWN With Cause.

1. TOWN may terminate ATTORNEY and this Agreement With Cause, in its sole discretion.

2. "With Cause" is defined as termination based upon any of the following actions by the ATTORNEY:

a. Misfeasance, malfeasance and/or nonfeasance in performance of the Town Attorney duties and responsibilities;
b. Being charged with a misdemeanor or felony crime, whether or not adjudication is withheld (guilty plea constitutes conviction);
c. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of the office;
d. Violation of any substantive TOWN policy, rule, or regulation, which would subject any other employee to termination including, but not limited to, violation of the TOWN's Policy Against Harassment, Equal Employment Opportunity Policy, or Drug Free Workplace Policy;
e. The commission of any fraudulent act against the interest of the TOWN;
f. The commission of any act which involves moral turpitude, or which causes the TOWN disrepute;
g. Violation of the state or local ethics laws and codes including, but not limited to, the Florida Code of Ethics, the Sunshine Amendment to the Florida Constitution, the Palm Beach County Code of Ethics, the TOWN's Code of Ethics, or violation of the Florida Bar's Code of Ethics;
h. failure to return from an approved leave of absence; or,
i. misconduct, as defined in Fla. Stat. 443.036(29), as amended from time to time.

ATTORNEY shall not be subject to Termination With Cause for the actions or inactions over which the ATTORNEY had no authority or control and which occurred prior to August 7, 2025.

3. The TOWN's termination of ATTORNEY and this Agreement With Cause shall be final and non-appealable.

C. Resignation by ATTORNEY.

1 ATTORNEY may voluntarily resign employment from TOWN by providing TOWN sixty (60) days written notice in advance, unless waived at the sole discretion of the Town Council. During the 60-day period, TOWN may require ATTORNEY to cease or limit the work performed on TOWN matters, during which time ATTORNEY is entitled to such regular compensation and benefits as is due under this Agreement until the effective date of the resignation as provided in the notice or 60 days from the date of the notice, whichever occurs earlier.

D. Expiration of Term.

1 At the expiration of the Term, ATTORNEY's employment and this Agreement shall terminate automatically, unless the PARTIES enter into a written amendment or new agreement prior to the end of the Term.

E. Death.

1. This Agreement, the Term, and ATTORNEY's employment shall terminate automatically upon the ATTORNEY's death.

F. Post-Termination Name Clearing Meeting.

ATTORNEY may avail himself of the TOWN's Post Termination Name-Clearing process in accordance with TOWN policy in effect at the time of termination. The Post Termination Name Clearing process is not an appeal of the termination decision and the Town Council is not required to consider reinstatement. The process is designed to allow the ATTORNEY to present information in the public record regarding the information forming the basis of the termination.

G. Return of Town Property.

Upon termination of the Town Attorney's employment and the Term, whether voluntary, with cause or without cause, or otherwise, the Town Attorney shall, within three (3) business days, and without the need for the TOWN to request same, return all TOWN property to the TOWN, including but not limited to keys, cell phone, laptop computer, printer, passwords, documents and any other property of the TOWN in the Town Attorney's possession or control.

X. GENERAL PROVISIONS

A. The text herein shall constitute the entire Agreement between the parties and supersedes all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.

B. The rights and obligations herein granted are personal in nature and cannot be transferred by the ATTORNEY except as provided in any benefit plans upon occurrence of a qualifying event.

C. This Agreement may not be modified or changed in any way whatsoever except by mutual written consent of both PARTIES.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

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

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

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

H. All the provisions contained in this Agreement are subject to and conditioned upon compliance with all special acts of the TOWN and applicable laws of the State of Florida, the Town Charter and Town ordinances. Such laws shall take precedent over any part or portion of provisions as contained herein.

I. This Agreement shall be governed exclusively by Florida law and venue of any action or proceeding relating to this Agreement shall be in Palm Beach County, Florida, exclusively, with each party to bear its own attorneys' fees and costs, up through and including any appellate action. ATTORNEY expressly consents to the personal jurisdiction of the courts of Palm Beach County, Florida.

J. All notices required to be given under the terms of this Agreement or which any of the parties' desire to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

TO: Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
ATTN. Mayor
Town Manager

TO: Jeffrey S. Kurtz, Esq.
address on record in
Personnel File

Any party may designate a change of address at any time by giving written notice thereof to the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this 11 day of August 2025.

EMPLOYEE/ATTORNEY

JEFFREY S. KURTZ, ESQ

TOWN OF LOXAHATCHEE GROVES

MAYOR ANITA KANE

ATTEST:

Valerie Oakes, Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney

JOB DESCRIPTION

JOB TITLE	TOWN ATTORNEY		
DEPARTMENT	Executive	**REPORTS TO**	TOWN COUNCIL
LOCATION	Town of Loxahatchee Groves, Florida	**FLSA STATUS**	Exempt
SALARY RANGE	$141,750.00	**POSTING DATE**	

GENERAL DESCRIPTION:

Under general direction of the Town Council, the Town Attorney serves as legal advisor and counsel for the Mayor, Town Council, Town Manager, department directors and employees in their official capacity with the Town of Loxahatchee Groves and Loxahatchee Groves Water Control District. Directs and provides legal counsel and advice to the various Boards and Commissions as established by the Town and attendance at their meetings when requested. Performs duties with broad latitude in decision-making and is self-directed. Work is reviewed through conferences, reports, observations and with periodic evaluations based upon achievement of specific goals and an executive and professional level of performance.

KEY RESPONSABILITIES:

The list of essential functions, as outlined herein, is intended to be representative of the tasks performed within this position. The omission of an essential function does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position.

- Serve as chief legal advisor to the town council, the charter officers, and all town department, offices, and agencies, including the Loxahatchee Water Control District.
- Attend all regular and special town council meetings, unless excused by the town council, and perform such professional duties as may be required by law or by the council in furtherance of the law.
- Approve all contracts, bonds, and other instruments in which the town is concerned and shall endorse on each his or her approval of the form and correctness thereof. No contract with the town shall take effect until his or her approval is so endorsed thereon.
- When requested to do so by the council, prosecute and defend on behalf of the town all complaints, suits, and controversies in which the town is a party. Coordinate with outside

counsel and insurance defense counsel on the prosecution and defense of all civil litigation involving the Town and District.

- Perform such other professional duties as required of him or her by resolution of the council or as prescribed for municipal attorneys in the general laws of the state which are not inconsistent with the charter.
- Prepare an annual budget for the operation of the office of the town attorney and submit this budget to the town manager for inclusion in the annual town budget, in accordance with uniform town procedures.
- Coordinate with outside counsel and insurance defense.
- Renders written legal opinions on matters relating to municipal district government and operations.
- Reviews various matters for compliance with applicable laws and ordinances.
- Prepares, reviews, and approves as to form and sufficiency, Town ordinances, resolutions, deeds, and contracts.
- Drafts, reviews and/or supervises the preparation and passage through the State Legislature of legislative bills affecting the Town.
- Provides legal assistance and participates in employee relations matters.
- Performs such other related duties and functions as may be assigned by the Town Council or Town Manager.

EDUCATION/EXPERIENCE REQUIREMENTS:

- The town attorney shall be a member in good standing with the Florida Bar, have been admitted to practice in the state for at least 5 years, and have not less than 2 years' experience in the practice of local government law.

LICENSING/CERTIFICATIONS REQUIREMENTS:

- Valid Florida driver's license required.

KNOWLEDGE, SKILLS & ABILITIES:

- Knowledge:
  - ❖ Knowledge and understanding of judicial procedures at all judicial levels.
  - ❖ Knowledge and understanding of Town ordinances, codes, regulations, policies, practices and accepted interpretation of same.
  - ❖ Knowledge of State Statutory and Constitutional law.
  - ❖ Knowledge and understanding of modern office practices and procedures and standard office legal equipment.

- ❖ Knowledge and understanding of the organization, functions and legal challenges of Town government.

- Skills:
  - ❖ Skill in the use of computers and various software programs.
  - ❖ Skill in supervision of staff and public and employee relations.
  - ❖ Skill in effectively dealing with court officials and attorneys.

- Abilities:
  - ❖ Ability to research and to compile information of a technical and complex manner.
  - ❖ Ability to analyze, appraise and organize the facts, evidence and precedents concerned in cases.
  - ❖ Ability to present complex findings effectively in oral or written reports.
  - ❖ Ability to represent the interest of Town departments in drafting legislation or contracts.
  - ❖ Ability to present and argue cases in court.
  - ❖ Ability to analyze cases for their value as legal precedents and to determine which cases in Town should appeal.
  - ❖ Ability to establish and maintain effective work relationships with other employees, Town officials, contractors, professionals, and the general public.

PHYSICAL REQUIREMENTS:

- Must be physically able to operate a variety of office equipment including computers, copiers, calculators, and telephones.
- Must be able to exert up to 10 pounds of force occasionally and/or a negligible amount of force frequently to lift, carry, push, pull, or otherwise move objects.
- Sedentary work involves sitting most of the time but may involve walking or standing for brief periods.

WORKING CONDITIONS:

Works inside in an office environment. Tasks may require extended periods of time at a keyboard or workstation. Hearing abilities must be correctable to levels adequate to perform essential functions. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

ACKNOWLEDGEMENTS:

The duties listed above are intended only as illustrations of the types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The Town of Loxahatchee Groves is an Equal Opportunity Employer. In compliance with Equal Employment Opportunity guidelines and the Americans with Disabilities Act, the Town provides reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the Town.

REVIEW & APPROVALS:

I have read and understand this position description and hereby certify that I am qualified to perform this job, with or without reasonable accommodation.

Employee Signature _____ Date: _____

Supervisory Signature _____ Date: _____

TG Law

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 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 gtorcivia@tgjustice.com. Thank you.

Sincerely,

Gemma Torcivia, Esq
Managing Partner

Enclosures: TG Law PLLC Team Profiles
Proposed Engagement Letter

TG LAW

LOCAL GOVERNMENT, LITIGATION AND BUSINESS LAW



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 201 6

Florida International University College of Business Master of Business Administration (M.B.A.) | April 201 2

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

TG LAW

LOCAL GOVERNMENT, LITIGATION AND BUSINESS LAW

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.

TG LAW

LOCAL GOVERNMENT, LITIGATION AND BUSINESS LAW

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.

TG LAW

LOCAL GOVERNMENT, LITIGATION AND BUSINESS LAW



OFFICE LOCATION
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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

TG LAW

LOCAL GOVERNMENT, LITIGATION AND BUSINESS LAW

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.

TG LAW

LOCAL GOVERNMENT, LITIGATION AND BUSINESS LAW

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.

TG LAW

LOCAL GOVERNMENT, LITIGATION AND BUSINESS LAW



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

TG LAW

LOCAL GOVERNMENT, LITIGATION AND BUSINESS LAW

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.

TG LAW

LOCAL GOVERNMENT, LITIGATION AND BUSINESS LAW

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.

TG LAW

LOCAL GOVERNMENT, LITIGATION AND BUSINESS LAW



OFFICE LOCATION
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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 | 201 1

TG LAW

LOCAL GOVERNMENT, LITIGATION AND BUSINESS LAW

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

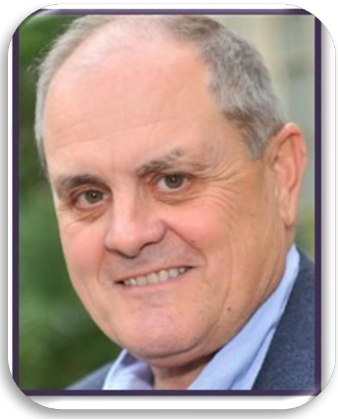
January 2013 — December 2013

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.

TG LAW

LOCAL GOVERNMENT, LITIGATION AND BUSINESS LAW



51 5 N. Flagler Drive
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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 (1 1th 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 1 996. 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 1 74th Legal Support Organization.

TG LAW

LOCAL GOVERNMENT, LITIGATION AND BUSINESS LAW

Professional Resume

LEGAL & EXECUTIVE EXPERIENCE

TG LAW PLLC — West Palm Beach, FL — 2024—Present

Of Counsel

- 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 — 2017—Present

Sole Practitioner

- 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 — 2005—2023

Interim City Attorney — 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 — 2003—2005

Shareholder

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

TG LAW

LOCAL GOVERNMENT, LITIGATION AND BUSINESS LAW

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

TG LAW

LOCAL GOVERNMENT, LITIGATION AND BUSINESS LAW

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 (½) 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:_____	By: Gemma Torcivia, Managing Partner
Date:_____	Date:_____

Nason Yeager
GERSON, HARRIS & FUMERO, P.A.
ATTORNEYS AT LAW | Est. 1960

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

OFFICE:
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(561) 982-7116

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jfumero@nasonyeager.com

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
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

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

FROM: **Lisa El-Ramey, Mayor**

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

DATE: **August 4, 2026**

SUBJECT: **Meeting Recap with Palm Beach County Mayor Sara Baxter**

Legal Sufficiency:	☐ **Reviewed**	☐ **Not Reviewed**
	☐ **Approved**	☐ **Not Approved**

Background:

In attendance:
Representing the Town of Loxahatchee Groves:

Mayor Lisa El-Ramey
Acting Town Manager Valerie Oakes
Public Works Director Craig Lower

Representing Palm Beach County:

County Mayor Sara Baxter
David Ricks, County Engineer
Joanne M. Keller, Deputy County Engineer
Jennifer Cirillo, Director of Parks and Recreation
Ms. West, Assistant to County Mayor Baxter

Deputy County Engineer Joanne Keller requested an informal meeting to discuss the Town's request for safety crossings at the lettered roads intersecting Okeechobee Boulevard.

County Mayor Baxter expressed support for safety crossings and cited the need to provide safer access for equestrians attempting to cross Okeechobee Boulevard. The participants also discussed the Town's application for funding through the Metropolitan Planning Organization and whether local funding sources may be available for the project.

Mayor El-Ramey suggested that the project be limited initially to the lettered roads that provide connections between Okeechobee Boulevard and Southern Boulevard. She also suggested

expanding the project's design to include raised crossings extending across the width of the lettered-road intersections and safety crossings, as large speed tables.

County Engineer Ricks discussed the concept as a possible alternative to roundabouts. County Mayor Baxter stated that she did not support speed tables because they would slow traffic at all times, rather than only when pedestrians or equestrians were present.

County Mayor Baxter also initiated a discussion regarding the effects of the closures at 140th Avenue North and 40th Street North, noting that Mayor El-Ramey resides north of Okeechobee Boulevard. Mayor El-Ramey stated that the closures have substantially reduced cut-through traffic on the Town's limited roadway network and have produced a positive outcome for residents in that area.

The participants also discussed whether students residing in Loxahatchee Groves could be better served by revisiting the existing school attendance boundaries. Ms. Keller stated that she would look further into that concern.

County Mayor Baxter inquired about the Town's recent code enforcement initiative and stated that the Town could do more to accommodate local businesses and landscape maintenance companies. Mayor El-Ramey explained the Town's concerns regarding applicable land-use regulations, the absence of vested rights, residential enterprise options, and the traffic/off-site impacts unauthorized commercial uses have on neighboring residents and agricultural properties.

The meeting concluded with a commitment to continue discussions concerning the proposed safety crossings and potential funding sources, as well as to further review the school attendance boundaries affecting Loxahatchee Groves students.

This is supplement to Item 4

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

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

FROM: **Complete Cities Planning Group, Planning Consultant**

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

DATE: **August 4, 2026**

SUBJECT: **Approval of *Ordinance No. 2026-03* for construction of a Panda Express within the Groves Town Center**

Legal Sufficiency: ☐ **Reviewed** ☐ **Not Reviewed**
☐ **Approved** ☐ **Not Approved**

Background and Summary:

The Groves at Town Center is generally located north of Southern Blvd. and east of B Road. The Groves at Town Center site measures approximately 90 acres and is approved as a Planned Unit Development ("PUD"). The PUD approval includes an overall master plan with conditions of approval. CPH, LLC (the "Applicant") has petitioned the Town of Loxahatchee Groves for approval of an approximately 2,700 square foot fast food establishment, Panda Express (the "Development"). The subject site is 0.94 acres, and is located along Southern Blvd., between the approved Culvers and dental office sites (the "Subject Site").

The Applicant submitted the following applications for consideration:

- Master Plan Amendment to revise previous conditions of approval to allow for additional waivers to be considered by the Town Council (Condition of Approval H, Ord. 2024-10) and to revise the tabular data to show the reduction of remaining square footage within the PUD. The additional potential waivers are as follows:

  1. Relief from ULDC Section 95-025 *Size of parking spaces*. To allow the property in Pod B-3 to have Reduced-Size parking spaces, including reduced size handicap parking spaces.

  2. Relief from ULDC Section 90-075 *Loading Zone NTE 30' from Building.* To allow the loading zoning on Pod B-3 to be located further than 30 feet from the building.

  3. Relief from ULDC Section 85-055.B.2 *Additional interior open space requirements.* To allow the building on Pod B-3 to have less than the required 40 percent of lineal frontage of the structure to be painted with shrubs.

The following application information is provided for reference, and will be considered at the September 2026 Council meeting:

- Site Plan Application inclusive of a Master Sign Plan (on-site) and the following waivers:
  - Reduced parking stall dimensions (Code Sec. 95-025)
  - Extended loading zone distance (Code Sec.95-075)
  - Percentage of façade screened by landscaping (Code Sec. 85-055.B.2)
- Variances pertaining to on-site signage
  - Number of permitted signs (Code Sec. 90-40.B)
  - Size of Menu Boards (Code Sec. 90-040.B.5.a)
  - Type of signs (Code Sec. 90-40.B)

Overall, site access is provided from Avocado Ave. to the north, as well as through cross access easements with the adjacent properties. The Development incorporates a dual drive-thru lane configuration along the western property line, while the restaurant is located at the center of the Site. The perimeter of the Site is generally used for parking and circulation, buffered by landscaping. Outdoor dining is not proposed. For reference, the Applicant provided additional analyses pertaining to stacking and queuing and parking as supplemental materials to support the proposed site design.

The Town's standards regulating the consideration and granting of waivers are set forth in Section 41-020 (E) which reads as follows:

(E) *Waiver of property development regulations.*

(1) A waiver of a specific property development regulation in this Code may be requested as part of the application for PUD approval provided that, in no event, shall use, density or intensity limitations be exceeded. Any waiver shall be approved by the Town Council under Section 41-010 (E)(2) and, in addition, demonstrate that such waiver is necessary to best meet the PUD design objectives and standards stated in Section 41-030(A). The Town Council shall have the authority to grant a waiver of provisions of this Code relating to the following:

a. Height.

b. Setbacks.

c. Parking and loading.

d. Landscaping and buffers.

e. Separation of uses.

f. Plot coverage.

g. Such other provisions of this Code which do not specifically prohibit such requests.

(2) A waiver or waivers may be granted to a proposed PUD upon demonstration of significant contributions to implementing Town planning objectives and maintaining its rural character. In order to determine the significance of a proposed waiver, the applicant must justify said waiver or waivers by addressing the following items in the Statement of Use:

a. Identification, protection and enhancement of natural areas.

b. Provision of open space and landscaping in excess of Code requirements.

c. Provision of pervious area in excess of Code requirements.

d. Preservation of native vegetation.

e. Joint use of driveways.

f. Cross-access opportunities.

g. Additional specific Comprehensive Plan or other Town planning directives.

(3) A waiver request shall be included in the Statement of Use required in Section 41-030(C)(2)b.3., including justification for the request and public benefits accrued.

(4) In no event shall a waiver be used as a means to increase the maximum development intensity limitations imposed by the Comprehensive Plan.

Staff Recommendation:

Approval of Ordinance No. 2026-03 (Master Plan Amendment), on first reading subject to the following conditions of approval:

1. All previous conditions of approval, not specifically modified, shall remain in full effect.
2. Approval of Ord. 2026-03, subject to approval of Resolution 2026-50, inclusive of a Site plan with waivers.
3. Applicant shall pay to the Town of Loxahatchee Groves an amount equal to the total expenses incurred by the Town in the processing and finalizing of the development applications prior to issuance of any permit. This includes, but may not be limited to, expenses for planning, legal, advertising, and landscape review, and any related expenses that the Town has or will incur as a direct cost of the application.

ORDINANCE NO. 2026-03

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A MASTER PLAN AMENDMENT FOR THE GROVES TOWN CENTER PLANNED UNIT DEVELOPMENT ("PUD"), INCLUDING AMENDMENTS TO PREVIOUS CONDITIONS OF APPROVAL AND TO REFLECT THE REMAINING DEVELOPMENT ALLOWANCES IN THE PUD, GENERALLY LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND "B" ROAD, MORE SPECIFICALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Master Plan Amendment Application was submitted to the Town of Loxahatchee Groves (the "Town") by CPH, LLC (the "Applicant") seeking approval of revised conditions of approval ("Exhibit B") for the Groves Town Center PUD ("Exhibit A") to allow for additional waivers to be considered by the Town Council, and to reflect the remaining development allowances within the PUD ("Exhibit C"); and

WHEREAS, the Applicant submitted concurrent applications for site plan approval (with waivers), a Master Sign Plan, and sign-related Variances; and

WHEREAS, the Town Planning and Zoning Board (P&Z Board), at its meeting on July 14, 2026 made a motion to recommend denial which failed, and then a motion to recommend approval of the of the Master Plan Amendment Application, which also failed; and

WHEREAS, the notice and hearing requirements for adoption of ordinances contained in the Florida Statutes and the Town's Code of Ordinances have been satisfied; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves conducted a public hearing on August 4, 2026 and _____and considered the petition, the recommendations of the PZB and Town Staff, and comments from the public; and

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida ("Town"), pursuant to the authority vested in Chapter 166, Florida Statutes, is authorized and empowered to consider petitions relating to the master plan amendments, including PUD Amendments, within the Town; and

WHEREAS, the Council, pursuant to Section 160-020 (Review criteria; Town Council action) of the Town of Loxahatchee Groves Unified Land Development Code and Town Ordinance 2012-08 (Planned Unit Development) is authorized and empowered to consider, approve, and approve with conditions PUD amendment petitions.

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

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

Section 2. The Master Plan Amendment Application is hereby approved, subject to the revised conditions of approval attached as Exhibit B, the revised Master Plan drawing attached as Exhibit C, and compliance with all of the following conditions to be satisfied by the Applicant:

1. All previous conditions of approval, not specifically modified, shall remain in full effect.
2. Approval of Ord. 2026-03, subject to approval of Resolution 2026-50, inclusive of a Site plan with waivers.
3. Applicant shall pay to the Town of Loxahatchee Groves an amount equal to the total expenses incurred by the Town in the processing and finalizing of the development applications prior to issuance of any permit. This includes, but may not be limited to, expenses for planning, legal, advertising, and landscape review, and any related expenses that the Town has or will incur as a direct cost of the application.

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

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

Section 5. This Ordinance shall become effective immediately upon adoption.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS ____ DAY OF _____2026.

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

	VOTE
LISA EL-RAMEY, MAYOR	___
MANISH SOOD, VICE MAYOR	___
ANITA KANE, COUNCIL MEMBER	___
PAUL T. COLEMAN II, COUNCIL MEMBER	___
WILLIAM “JOE” STEPHENS, COUNCIL MEMBER	___

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ___ DAY OF _____ 2026.

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

	VOTE
LISA EL-RAMEY, MAYOR	___
MANISH SOOD, VICE MAYOR	___
ANITA KANE, COUNCIL MEMBER	___
PAUL T. COLEMAN II, COUNCIL MEMBER	___
WILLIAM "JOE" STEPHENS, COUNCIL MEMBER	___

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

_____
Mayor Lisa El-Ramey

_____
Town Clerk

_____
Vice Mayor, Manish Sood

APPROVED AS TO LEGAL FORM:

_____
Councilmember Anita Kane

_____
Town Attorney

_____
Councilmember Paul T. Coleman II

_____
Councilmember William "Joe" Stephens

EXHIBIT A –LOCATION MAP

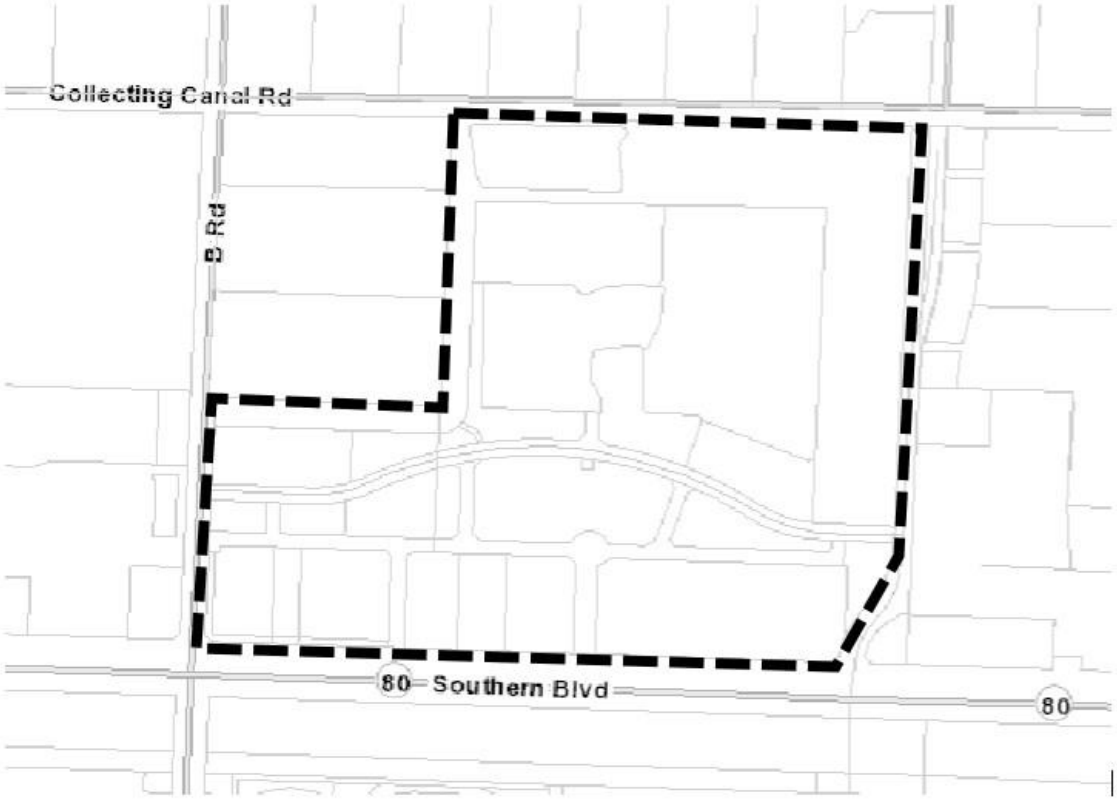


EXHIBIT B – AMENDED CONDITIONS OF APPROVAL

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 202_-__

GROVES TOWN CENTER
CONDITIONS OF APPROVAL

The conditions of approval included in Ordinance 2024-10 are hereby rescinded and replaced by the following conditions of approval. Text underlined are additions to Ordinance 2024-10 and text ~~struck through~~ are deletions to Ordinance 2024-10. The conditions of approval, as set forth herein, are in addition to those contained in the staff report dated January 22, 2025

A. GENERAL

1. The conditions of approval herein shall apply to the Owner, Applicant and their successors and assigns.

2. Final site plans shall conform to the Conceptual Master Plan dated **March 4, 2026**, included by reference herein. Any modifications to the approved Conceptual Master Plan or PUD Justification Narrative must be approved by the Town Council unless the proposed changes are required to meet conditions of approval or are required for compliance with the ULDC.

3. Any subdivision by fee title conveyance of an internal lot which is subject to a final site plan approval shall have received prior written approval by the Town Manager based upon the application of criteria contained in Section 41.1.E.4.b of the Town Unified Land Development Code. Provided, however, that any subdivision by fee title conveyance of an internal lot shall reflect the Pod uses and boundaries depicted on the Conceptual Master Plan dated **March 4, 2026**. Any revision of a Pod use and/or boundary, as depicted on the Conceptual Master Plan dated **March 4, 2026**, shall require a PUD Amendment prior to subdivision by fee title conveyance.

4. Prior to submitting the initial site plan approval application and all subsequent site plan applications, the Applicant shall contact Palm Tran to obtain written confirmation regarding the need for a bus stop on Southern Boulevard. Palm Tran's response shall be included in the site plan application.

B. LAND USE AND SITE PLANNING

1. Development of the site shall be limited to: Commercial Low (CL) — maximum of 34.34 acres and 103,000 sq. ft. of retail commercial space and 81 lodging units; Commercial Low Office — maximum of 16.0 acres and 44,000 sq. ft. of professional and medical office commercial space; and Institutional — minimum of 40.0 acres and institutional uses consisting of a Public Park (Town Commons), consistent with the Conceptual Master Plan dated **March 4, 2026**. Development intensity of lodging uses to be regulated by combination of number of rooms, building height, and lot coverage rather than FAR.

2. ~~A separate site plan pursuant to ULDC Article 155 for the 100-foot and 300-foot wide buffer areas along the northern and eastern property boundaries, including the location of equestrian trails, was approved by the Town Council via Resolution 2018-84.~~ [COMPLETED]

3. The Restrictive Covenant and Limited Access Easement, recorded with the Palm Beach County Clerk of Courts in Official Records Book 30616, Page 1289 shall limit the use and management of the 300-foot wide buffer areas along the northern and eastern property lines and the 100-foot wide buffer areas along the western and northern property lines, as described therein.

4. ~~A boundary plat was recorded in Plat Book 128, Page 66 of the Official Records of Palm Beach County depicting the following four geographies: (1) The entirety of the Groves Town Center property; (2) the area included within the 300-foot and 100-foot buffer areas, (3) the area included within Commercial Pod A; and (4) the area included within that portion of Groves Town Center not included within areas (2) and (3). Another plat depicting the remainder of the Pods and all road tracts and/or easements shall be recorded prior to the issuance of the first building permit for any development in a Pod other than Pod A.~~ [COMPLETED]

5. Potentially objectionable features (e.g. mechanical equipment, loading/delivery areas, storage areas, and dumpsters, and compactors, etc.) shall be indicated on project site plans and screened from public view.

6. All on-site deliveries during construction shall be made from project entrances off of Southern Boulevard.

7. ~~An Improvement Agreement, pursuant to ULDC Section 100-060 (C), to address all required roadway, drainage and equestrian trail improvements lying within or adjacent to the Groves Town Center PUD shall be approved by the Town Council prior to issuance of the initial building permit of the first phase of development.~~ [COMPLETED]

8. The following perimeter landscaped buffers shall be provided: a 25-foot buffer, including a berm, along Southern Boulevard.; a 25-foot buffer, including a berm, along "C" Road south of Tangerine Drive; and a 25-foot buffer, including a berm, along "B" Road.

9. The Town Commons (Pod G) shown on the Conceptual Master Plan dated **March 4, 2026** will remain owned by the Applicant and their successors and assigns and maintenance of the Town Commons is the responsibility of the Applicant. Scheduling uses for the Town Commons is the responsibility of the Town. The Town may use the Town Commons at any time the Town sees fit, subject to compliance with the ULDC. The Town Commons may be rented or leased to any individual person(s) and/or business(es) for temporary uses, subject to compliance with the ULDC and any Town permitting requirements. Any party that uses the Town Commons is responsible for cleaning up after the event and returning the Town Commons to the same condition the Town Commons was in before the party used the Town Commons.

10. ~~The Stormwater Management Area (SMA) located in the conservation easement as shown on the Conceptual Master Plan dated December 30, 2019 is subject to further review and approval by the Town Engineer to confirm that the proposed stormwater management facilities provide water quality and stormwater recharge improvements to the Town. The Town Council approval of the Conceptual Master Plan dated December 30, 2019 serves as Town Council consent to construct the SMA pursuant to Section 3.a.(ii) and 3.d of the Restrictive Covenant and Limited~~

~~Access and Conservation Easement recorded in ORB 30616, PG 1289 of the Official Records of Palm Beach County. Prior to the issuance of a permit by the Town for construction of the SMA, the Town Engineer shall review the plans and confirm that the SMA provides for the intended stormwater improvements for the Town and will make a recommendation for Town Council approval.~~ [COMPLETED]

C. ENGINEERING

1. In order to comply with the Mandatory Traffic Performance Standards in place at the time of this approval, no building permits for the site shall be issued after November 29, 2029. Additional time extensions for this condition may be approved by the Palm Beach County Engineer based upon an approved traffic study which complies with Mandatory Traffic Performance Standards in place at the time of the request, or upon a request based upon a Declaration of Emergency by the Governor of Florida.

2. In order to comply with the Mandatory Traffic Performance Standards Review dated August 30, 2018, no building permits for development generating more than 282 peak hour directional trips shall be issued until the developer provides an additional southbound left-turn lane [~~has been built and only needs to be un-stripped, which will commence in August of 2024~~ COMPLETED] and an additional eastbound left-turn lane and appropriate receiving lane [COMPLETED] at the intersection of Southern Boulevard and Binks Forest Drive/B Road. Any signal modifications required to accommodate these changes will also be the responsibility of the property owner, including, but not limited to design plans, any required utility relocation, right-of-way or easement acquisition, etc. Note these changes will also require FDOT consent.

3. Any future modification of Condition C.2 shall be based upon a Traffic Study approved by the Palm Beach County Traffic Division which complies with Mandatory TPS in place at the time of the modification. Modifications to Conditions of Approval based upon such future TPS Review shall be submitted to the Town pursuant to ULDC Section 155-025 *Site plan modification*.

4. The property owner shall obtain a conceptual approval letter from FDOT for any proposed driveway on Southern Boulevard when submitting a site plan to the Town. FDOT approval of driveways onto Southern Boulevard shall be obtained when individual site plan applications are made to the Town.

5. Acceptable surety for the design, right of way acquisition, construction engineering and inspection costs, as well as the construction for the offsite road improvements as outlined in Condition No. 2 shall be posted with the County Traffic Division prior to or within six months of Development Order Approval. Surety in the amount of 110% shall be based upon a Certified Cost Estimate provided by the Developer's Engineer and approved by the County Engineer. At any time during the duration of the surety the County Engineer shall have the authority to determine that sufficient progress has not been made for any and all required work. In the event such a determination is made, Palm Beach County shall have the right to request funds be drawn for the surety (surety drawn) and Palm Beach County may then complete all required work. The County

Engineer shall also have the authority to require that the surety amount be updated to reflect current anticipated costs at any time during the duration of the surety.

~~6. As per the expected turning movement volumes at the driveways, the following exclusive turn lanes are required:~~ [COMPLETED]

~~a. Northbound right-turn lane at the southern driveway on B Road. This improvement has been completed.~~ COMPLETED

~~b. Southbound left-turn lane at the northern driveway on B Road. This improvement has been completed.~~ COMPLETED

~~c. Westbound right-turn lanes at all driveways on Southern Boulevard. Though the amount of turning volumes by itself may not meet the threshold for a right-turn lane on Southern Boulevard driveways, they must be provided due to high speed of traffic at this location.~~ COMPLETED

7. C Road shall be constructed as a continuous 2-lane paved roadway between Southern Boulevard and Tangerine Drive in conjunction with the development of Pod D or F, whichever occurs first. Stormwater attenuation and water quality treatment shall be provided for C Road (Adjacent to the project site) and Tangerine Drive (Within the site) within the onsite stormwater management system. The Town shall be given the right, but not the obligation, to maintain Tangerine Drive and associated drainage facilities.

8. Any future realignment of either or both of the "B" Road access drives, as indicated on the Conceptual Master Plan dated **March 4, 2026**, shall require approval by the Town's Consulting and Transportation Engineers.

9. ~~A conceptual drainage plan for the entirety of the Groves Town Center PUD, including the provision of legal positive outfall for the Pod A development and the existing temporary drainage pond shall be prepared and approved by the Town Engineer prior to the first certificate of occupancy for Pod A~~ (COMPLETED). Legal positive outfall for future phases or pods of development shall be provided prior to the first certificate of occupancy for each future phase or pod.

10. ~~Prior to issuance of the first building permit, the necessary easements and agreements for legal positive outfall and stormwater attenuation (temporary or permanent) shall be recorded.~~ COMPLETED

11. ~~Prior to the first CO for any building, legal positive outfall shall be constructed and certified by the engineer of record allowing discharge from the previously installed temporary drainage area for B Road, as well as all future development.~~ COMPLETED

12. All drainage improvements shall be completed and certified by the engineer of record.

D. LAND CLEARING AND LANDSCAPING

1. Prior to any land clearing activities within any phase or pod, the property owner shall comply with the permit requirements of the Loxahatchee Groves Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal regulations (ULDC Article 87).

2. In conjunction with an initial site plan application for any development phase or pod, the property owner shall submit a Landscape Plan application to the Town for review and approval pursuant to ULDC Article 85 for that phase or pod.

3. Prior to any land clearing activities for any phase or pod, a wetlands determination shall be procured from the South Florida Water Management District and/or U.S. Army Corps of Engineers for that phase or pod. Any proposed impacts upon jurisdictional wetlands shall require permits or authorizations from the South Florida Water Management district or U.S. Army Corps of Engineers.

4. Prior to the permitting of any land clearing, development or earthmoving activities for any phase or pod, a Phase 1 Archaeological Survey of the property shall be completed for that phase or pod.

5. Native plants shall be identified, pursuant to the requirements of the Loxahatchee Groves Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal regulations (ULDC Article 87), and retained to the extent possible.

6. ~~Clearing of Collecting Canal Easement – The Owner shall clear 20 feet along the south side of Collecting Canal in conjunction with construction of the equestrian trail per Condition E.4.~~ COMPLETED

~~E. ROADWAY EQUESTRIAN TRAILS AND GREENWAYS~~

~~1. The equestrian trails depicted on the Conceptual Master Plan dated December 30, 2019 are conceptual. Final trail locations shall be determined during the site plan approval process required in Condition B.2, and shall include a trail segment parallel to Collecting Canal to facilitate Town-wide east-west connectivity. This condition has been complied with.~~ COMPLETED

~~2. Existing fencing on the west side of "C" Road shall be removed to allow access to the trail within the 300 foot buffer areas depicted on the Conceptual Master Plan dated December 30, 2019.~~ COMPLETED

~~3. The equestrian trail depicted on the Conceptual Master Plan dated December 30, 2019 shall include an equestrian bridge over Collecting Canal at "C" Road to facilitate Town-wide north-south connectivity. Bridge details shall be determined during the site plan approval process required in Condition B.2. This condition has been complied with.~~ COMPLETED

~~4. Construction of the equestrian trail shall be completed prior to the issuance of the initial Certificate of Occupancy of the first phase of development of Groves Town Center.~~

~~Construction of the equestrian bridge or culvert over Collecting Canal shall be completed by December 31, 2020.~~ COMPLETED

~~5. Coincident with construction of the equestrian trail equestrian traffic control devices shall be installed at points where trails cross "B" Road, "C" Road and Collecting Canal.~~ COMPLETED

6. Fencing shall be incorporated on the site plan for any phase of development necessary to separate the equestrian trail from buildings, internal or perimeter roads, and/or parking areas of any other phase of development, as necessary.

7. Equestrian trails shall comply with the Town design and sign guidelines.

8. "Local traffic only" signage, as shall be placed on "B" Road north of the Palm Beach State College entrance. The type and locations of such signage shall be addressed by Conditions of Approval in the site plan for the initial phase of development.

F. ARCHITECTURAL

Architectural elevations for buildings included in a particular phase or pod shall be submitted with the application for site plan approval for that particular phase or pod. A theme from the Town's Rural Vista Guidelines for the entire Groves Town Center development shall be provided with the application for site plan approval for the initial phase or pod. Elevations shall be designed to be consistent with the Town's Rural Vista Guidelines. Architecture in all development phases or pods shall be consistent with the Town's Rural Vista Guidelines.

G. RESERVED

H. PUD WAIVERS

The Applicant may propose, and the Town Council may consider the following waivers during the site plan approval process for a specific development parcel or pod:

1. Relief from ULDC Section 50-030(D) *Outdoor lighting standards*, Section (5) to allow well-planned outdoor lighting, which meets the intent of the ULDC, between 11:00 p.m. and dawn to help prevent accidents, deter crime and maintain an attractive community environment.

2. Relief from ULDC Section 95-100(E) *Wheel stops and curbing* to allow the use of bollards in lieu of wheel stops and/or continuous curbing in certain parking areas to help prevent accidental human injury or property damage.

3. Relief from ULDC Section 95-025 *Size of parking spaces*. To allow the hotel property in the TC Pod to have parking spaces that are 9' wide and 19' long.

4. Relief from ULDC Section 30-035 *Maximum plot size.* To allow the Institutional use of the Town Commons on Pod G to be over the five-acre maximum plot size.

5. Relief from ULDC Section 95-025 *Size of parking spaces.* To allow the property in Pod B-3 to have Reduced-Size parking spaces, including reduced size handicap parking spaces.

6. Relief from ULDC Section 95-075 *Loading Zone NTE 30' from Building.* To allow the loading zone on Pod B-3 to be located further than 30 feet from the building.

7. Relief from ULDC Section 85-055.B.2 *Additional interior open space requirements***.** To allow the building on Pod B-3 to have less than the required 40 percent of lineal frontage of the structure to be planted with shrubs.

EXHIBIT C – AMENDED MASTER PLAN

Location Map

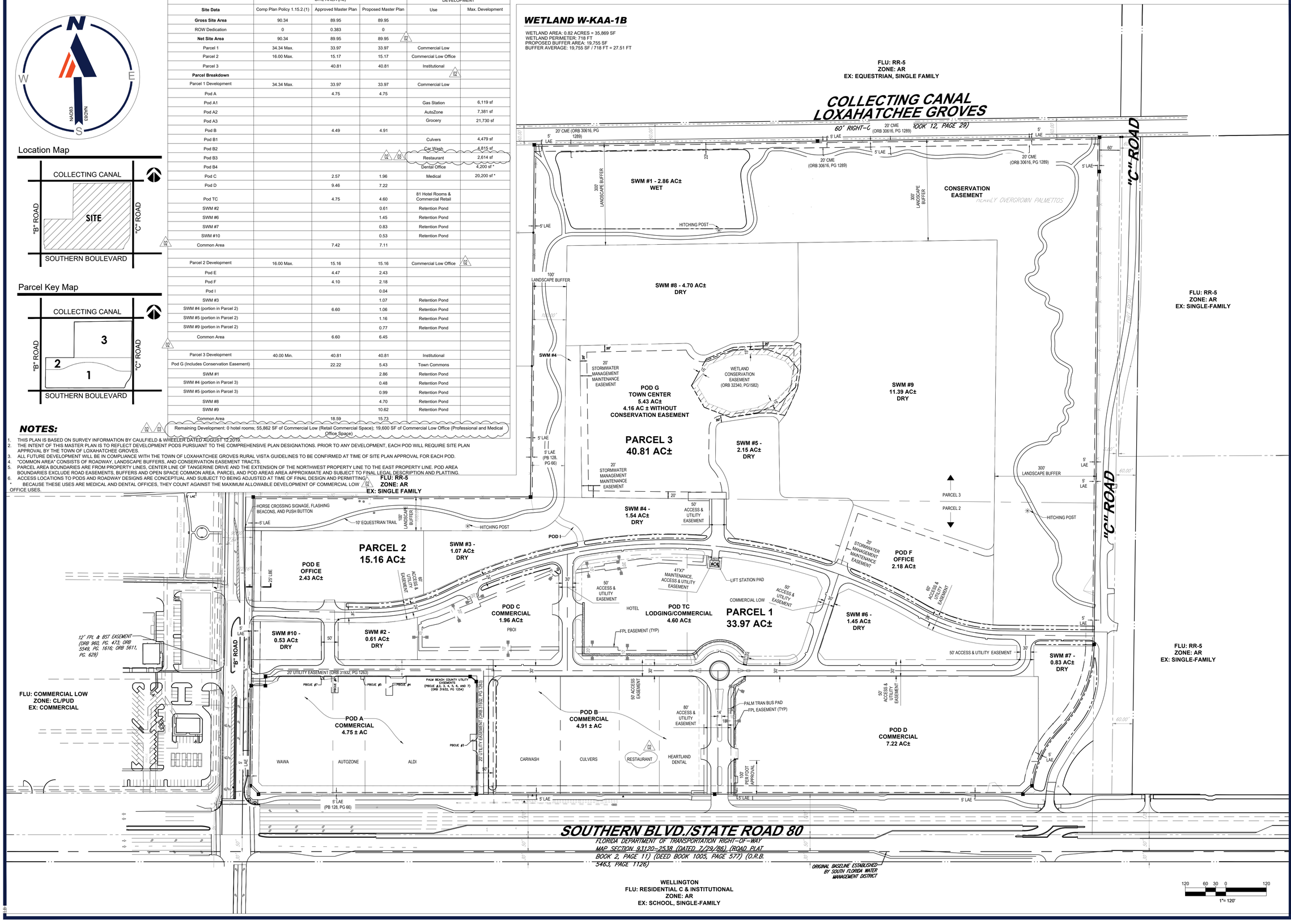
Parcel Key Map

Site Data	SITE AREA (Ac) Comp Plan Policy 1.15.2.(1)	Approved Master Plan	Proposed Master Plan	DEVELOPMENT Use	Max. Development
Gross Site Area	90.34	89.95	89.95		
ROW Dedication	0	0.383	0		
Net Site Area	90.34	89.95	89.95	02	
Parcel 1	34.34 Max.	33.97	33.97	Commercial Low	
Parcel 2	16.00 Max.	15.17	15.17	Commercial Low Office	
Parcel 3		40.81	40.81	Institutional	
Parcel Breakdown				02	
Parcel 1 Development	34.34 Max.	33.97	33.97	Commercial Low	
Pod A		4.75	4.75		
Pod A1				Gas Station	6,119 sf
Pod A2				AutoZone	7,381 sf
Pod A3				Grocery	21,730 sf
Pod B		4.49	4.91		
Pod B1				Culvers	4,479 sf
Pod B2				Car Wash	4,815 sf
Pod B3			02 03	Restaurant	2,614 sf
Pod B4				Dental Office	4,200 sf *
Pod C		2.57	1.96	Medical	20,200 sf *
Pod D		9.46	7.22		
Pod TC		4.75	4.60	81 Hotel Rooms & Commercial Retail	
SWM #2			0.61	Retention Pond	
SWM #6			1.45	Retention Pond	
SWM #7			0.83	Retention Pond	
SWM #10			0.53	Retention Pond	
02 Common Area		7.42	7.11		
Parcel 2 Development	16.00 Max.	15.16	15.16	Commercial Low Office 02	
Pod E		4.47	2.43		
Pod F		4.10	2.18		
Pod I			0.04		
SWM #3			1.07	Retention Pond	
SWM #4 (portion in Parcel 2)		6.60	1.06	Retention Pond	
SWM #5 (portion in Parcel 2)			1.16	Retention Pond	
SWM #9 (portion in Parcel 2)			0.77	Retention Pond	
Common Area		6.60	6.45		
02					
Parcel 3 Development	40.00 Min.	40.81	40.81	Institutional	
Pod G (Includes Conservation Easement)		22.22	5.43	Town Commons	
SWM #1			2.86	Retention Pond	
SWM #4 (portion in Parcel 3)			0.48	Retention Pond	
SWM #5 (portion in Parcel 3)			0.99	Retention Pond	
SWM #8			4.70	Retention Pond	
SWM #9			10.62	Retention Pond	
Common Area		18.59	15.73		

02 03 Remaining Development: 0 hotel rooms; 55,862 SF of Commercial Low (Retail Commercial Space); 19,600 SF of Commercial Low Office (Professional and Medical Office Space)

NOTES:

1. THIS PLAN IS BASED ON SURVEY INFORMATION BY CAULFIELD & WHEELER DATED AUGUST 12,2019.
2. THE INTENT OF THIS MASTER PLAN IS TO REFLECT DEVELOPMENT PODS PURSUANT TO THE COMPREHENSIVE PLAN DESIGNATIONS. PRIOR TO ANY DEVELOPMENT, EACH POD WILL REQUIRE SITE PLAN APPROVAL BY THE TOWN OF LOXAHATCHEE GROVES.
3. ALL FUTURE DEVELOPMENT WILL BE IN COMPLIANCE WITH THE TOWN OF LOXAHATCHEE GROVES RURAL VISTA GUIDELINES TO BE CONFIRMED AT TIME OF SITE PLAN APPROVAL FOR EACH POD.
4. "COMMON AREA" CONSISTS OF ROADWAY, LANDSCAPE BUFFERS, AND CONSERVATION EASEMENT TRACTS.
5. PARCEL AREA BOUNDARIES ARE FROM PROPERTY LINES, CENTER LINE OF TANGERINE DRIVE AND THE EXTENSION OF THE NORTHWEST PROPERTY LINE TO THE EAST PROPERTY LINE. POD AREA BOUNDARIES EXCLUDE ROAD EASEMENTS, BUFFERS AND OPEN SPACE COMMON AREA. PARCEL AND POD AREAS AREA APPROXIMATE AND SUBJECT TO FINAL LEGAL DESCRIPTION AND PLATTING.
6. ACCESS LOCATIONS TO PODS AND ROADWAY DESIGNS ARE CONCEPTUAL AND SUBJECT TO BEING ADJUSTED AT TIME OF FINAL DESIGN AND PERMITTING.
* BECAUSE THESE USES ARE MEDICAL AND DENTAL OFFICES, THEY COUNT AGAINST THE MAXIMUM ALLOWABLE DEVELOPMENT OF COMMERCIAL LOW 02 OFFICE USES.



BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
PLANNING AND DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES

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REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY
1	10/30/24	TC REVISION	LB / SM
2	09/25/25	POD B3	LB / SM
3	03/04/26	POD B3 REV	LB / SM

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SITE PLAN AMENDMENT

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.:	FLB200011
DRAWN BY:	AH
CHECKED BY:	SMM
DATE:	09/29/2023
CAD I.D.:	FLB200011-SPP-NEW-0

PROJECT:

GROVES TOWN CENTER MASTER INFRASTRUCTURE

FOR

SOLAR SPORTSYSTEM, INC.

LOCATION OF SITE:

N.E. CORNER OF SOUTHERN BLVD. AND B ROAD
TOWN OF LOXAHATCHEE GROVES
PALM BEACH COUNTY, FL
SEC 31, TWP 43S, RGE 41E

BOHLER
1 SE 3rd AVENUE
SUITE 2700
MIAMI, FLORIDA 33131
Phone: (786) 681-0800
FLORIDA BUSINESS CERT. OF AUTH. No. 30780

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY SEAN MATTHEW MCNEAL PE 126 THE DATE ADJACENT TO THE SEAL. SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. 03/04/2026

SHEET TITLE:

MASTER SITE PLAN

SHEET NUMBER:

EX-1

ORG. DATE - 10/12/2023

FLSDEPT-ZDOCS\FLB\WINGS\PLAN SET\FLB200011-SPP-NEW-0---LAYOUT MASTER SITE PLAN

LOXAHATCHEE GROVES FLORIDA

BUSINESS IMPACT ESTIMATE STATEMENT

ORDINANCE NO. 2026-XX

Groves Town Center PUD Master Plan Amendment

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Town of Loxahatchee Groves is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the Town is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
☐ The proposed ordinance relates to the issuance or refinancing of debt;
☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:
   a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
   b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
   c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
   d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Town hereby publishes the following information:

ORDINANCE NO. 2025-18

1. **Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

[1] See Section 166.041(4)(c), Florida Statutes.

Prepared by Jeffrey Kurtz, Town Attorney, and Published on 11/21/2025.
Online at https://www.loxahatcheegrovesfl.gov/1480/Business-Impact-Estimates
Town's Bulletin Board

The proposed ordinance amends previous conditions of approval for the Groves Town Center Planned Unit Development (PUD) to allow consideration of additional waivers. The ordinance also revises the approved master plan to reflect remaining development allowances within the PUD.

---

2. **An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, if any:**

    a. **An estimate of direct compliance costs that businesses may reasonably incur;**
    b. **Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and**
    c. **An estimate of the Town's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.**

N/A. Development applications subject to cost recovery fees, as currently required.

---

3. **Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:**

All properties within the Groves Town Center PUD.

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4. **Additional information the governing body deems useful (if any):**

N/A

Prepared by Jeffrey Kurtz, Town Attorney, and Published on 11/21/2025.
Online at https://www.loxahatcheegrovesfl.gov/1480/Business-Impact-Estimates
Town's Bulletin Board

COMMUNITY STANDARDS STAFF REPORT AND RECOMENDATION

I. Project Description:

Project: Panda Express

Petitioner: CPH, LLC ("Applicant")
1992 SW 1st Street
Miami, FL 33135

Request: Approval of Master Plan Amendment.

Additional reference information provided for the following applications, to be considered at September 2026 Council Meeting: Site Plan with waivers (including master sign plan), and Variances for on-site signage, for a Panda Express fast-food restaurant within Groves Town Center.

Location: 15239 Southern Blvd., Loxahatchee, FL

II. Site Data:

Existing Use: Vacant

Proposed Use: Fast Food Restaurant (Panda Express, "Development")

Parcel Control Number: 41-41-43-31-13-020-0030 ("Subject Site")

Parcel Size: 0.94 acres

Existing Future Land Use Designation: Mixed Use Land Use (MLU)

Proposed Future Land Use Designation: No Change

Existing Zoning: Mixed Use Planned Development (MUPD)

Proposed Zoning: No Change

Table 1: Surrounding Existing Land Use, Future Land Use, Zoning District:

Direction	Existing Land Use	Future Land Use	Zoning District
North	Vacant (Approved hotel)	Multiple Land Use (MLU)	Multiple Use Planned Development (MLU)

South	Southern Blvd.	ROW	ROW
East	Dental Office	Multiple Land Use (MLU)	Multiple Use Planned Development (MLU)
West	Fast Food Restaurant (Culvers)	Multiple Land Use (MLU)	Multiple Use Planned Development (MLU)

III. Annexation/Zoning History:

The Subject Site is located within the Groves Town Center PUD. Through Ordinance 2011-017, a Multiple Land Use future land use designation for the subject property with a maximum of 103,000 square feet of commercial low retail, 44,000 square feet of commercial for professional and medical office, and a 128-bed congregate living facility was approved. The conceptual master plan was amended and approved via Ord. 2013-010 to reconfigure Pod A. A site plan was approved for equestrian trail in the Conservation Tract of the Conceptual Master Plan through Resolution 2018-84. The Plat for Groves Town Center PUD was approved and recorded in Plat Book 128, Page 66 via Resolution 2019-027. An approved Restrictive Covenant and Limited Access and Conservation Easement through Resolution 2019-028. was recorded in Official Records Book 30616, Page 1289. Ordinance 2019 -008 modified the master plan and revised conditions of approval. Ord. 2024-09 amended the permitted development allowance to exchange the 128-bed congregate living for an 81-bedroom hotel. The hotel was officially approved through Resolution 2025-06, permitting a three story, 81 room hotel on Pod TC.

IV. Data and Analysis:

The Groves at Town Center is generally located north of Southern Blvd. and east of B Road. The Groves Town Center site measures approximately 90 acres and is approved as a Planned Unit Development. The PUD approval includes an overall master plan with conditions of approval. CPH, LLC (the "Applicant") has petitioned the Town for approval of an approximately 2,700 square foot fast food establishment, Panda Express (the "Development"). The subject site is 0.94 acres, and is located along Southern Blvd., between the approved Culvers and dental office sites (the "Subject Site").

The Applicant submitted the following applications for consideration:

- Master Plan Amendment to revise previous conditions of approval to allow for additional waivers to be considered by the Town Council (Condition of Approval H, Ord. 2024-10) and to revise the tabular data to show the reduction of remaining square footage within the PUD. *Ordinance No. 2026-03, Project No. PUDA042026-1.*
    - Refer to waivers requested, described below.

- Site Plan Application inclusive of a Master Sign Plan (on-site) and the following waivers *Resolution No. 2026-050 ,Project Nos. SP042026-1 and MSP042026-1.*
    - Reduced parking stall dimensions (Code Sec. 95-025)
        - Applicant proposes to reduce the required standard parking stall size from 11'x22.5' to 11'x20', and to reduce the required ADA parking stall size

from 14'x22.5' to 14'x20'. *NOTE: The Federal ADA standards do not establish a minimum parking stall depth (waiver requested), only width (no deviation requested).* 17 reduced-sized parking stalls are proposed, out of the 25 total parking stalls provided. For reference, surrounding properties have requested, and been granted, similar reductions for parking stall dimensions.
        - The Applicant provides an analysis and justification statement in the attached project narrative.
    - Extended loading zone distance (Code Sec.95-075)
        - Applicant proposes a loading zone that is approximately 51 feet from the primary structure, as compared to the code maximum of 30 feet. The code requirement primarily exists to ensure efficient services and circulation. However, based on the overall site design, the proposed location does not have a negative impact to the remainder of the site.
        - The Applicant provides an analysis and justification statement in the attached project narrative.
    - Percentage of façade screened by landscaping (Code Sec. 85-055.B.2)
        - Applicant proposes a deviation from the requirement to provide a minimum 40% of the lineal frontage of a structure, planted with shrubs. Applicant proposes approximately 35% coverage along the northern elevation. This reduction is primarily due to the sidewalk and service entrance configuration in the rear of the building. Additional plantings exist between the structure and Avocado Ave., sufficiently screening the building from the adjacent street.
        - The Applicant provides an analysis and justification statement in the attached project narrative.
- Variances pertaining to on-site signage. *Resolution No 2026-049, Project No. VA042026-1.*
    - Size of Menu Boards (Code Sec. 90-040.B.5.a)
        - Menu Boards are permitted as a secondary sign type, up to 12 SF, and a maximum height/width of 5 feet. The Applicant proposes two menu boards that measure approximately 5'-4" in height and 7'-3" in width, with a total sign area of approximately 29 SF.
        - The Applicant provides an analysis and justification statement in the attached project narrative.
    - Type of signs (Code Sec. 90-40.B)
        - The applicant proposes various on-site signs, primarily for the purpose of wayfinding and circulation that are not expressly contemplated by the Town's sign code. These additional sign types include the Ordering Canopy Signs (where orders are taken), drive-thru-wayfinding signage (north driveway entrance), clearance signs (at drive-thru line entrances), and parking stall signs for drive-thru waiting and online pick-up signs. Refer to the attached master sign plan for reference.

        - The Applicant provides an analysis and justification statement in the attached project narrative.
    - Number of permitted signs (Code Sec. 90-40.B)
        - The Town's sign code permits one drive-thru sign as a secondary sign type. However, the Applicant proposes two drive-thru lanes, therefore necessitating two menu boards.
        - The Applicant provides an analysis and justification statement in the attached project narrative.

Overall, site access is provided from Avocado Ave. to the north, as well as through cross access easements with the adjacent properties. The Development incorporates a dual drive-thru lane configuration along the western property line, while the restaurant is located at the center of the Site. Pedestrian access is provided for via a new sidewalk connection to Southern Blvd. Crosswalks and sidewalks are provided interior to the site, to provide connections throughout the Groves at Town Center.

The perimeter of the Site is generally used for parking and circulation, buffered by landscaping. A coordinated, unified berm will be installed along Southern Blvd to tie into adjacent properties. Twenty-five (25) parking spaces are provided, where 15 are required. Four additional parking spaces are provided for online pick-up and drive-thru waiting. These spaces are surplus spaces and do not contribute towards meeting the minimum required parking spaces. For reference, the Applicant provided additional analyses pertaining to stacking and queuing and parking as supplemental materials to support the proposed site design (attached). The dual drive-thru configuration accommodates 14 queueing spaces, as required (7 per lane).

The restaurant measures 17'-3" to the flat roof deck and 26'-6" to the top of the decorative tower element. Through the design revision process, the Applicant coordinated with the Town to modify color and material selections to be more consistent with the Rural Visa Design Guidelines. The material and color palette now includes a mix of neutral colors with stone and wood-look finishes, along with a metal roof. Proposed signage is included in the master sign plan, attached. The applicant proposes one wall sign, facing Southern Blvd. and a monument sign along Southern Bvd. Additional on-site signage is proposed for wayfinding and circulation, including but not limited to a directional sign at the northern driveway entrance and two menu boards and ordering canopies - one for each drive-thru lane.

Hours of operation are anticipated to be 10:30 AM to 10:00 PM, seven days per week. The restaurant is expected to employ approximately 20 to 25 staff members, with up to 8-10 employees on site during peak operating periods. Deliveries are anticipated to occur during off-peak hours to minimize impacts on site circulation and adjacent uses.

VII. Staff Recommendation:

Approval of Ordinance No. 2026-03 (Master Plan Amendment), subject to the following conditions of approval:

1. All previous conditions of approval, not specifically modified, shall remain in full effect.

2. Approval of Ord. 2026-03, subject to approval of Resolution 2026-50, inclusive of a Site plan with waivers.
3. Applicant shall pay to the Town of Loxahatchee Groves an amount equal to the total expenses incurred by the Town in the processing and finalizing of the development applications prior to issuance of any permit. This includes, but may not be limited to, expenses for planning, legal, advertising, and landscape review, and any related expenses that the Town has or will incur as a direct cost of the application.

The following are provided for reference, and are to be considered at the September 2026 Council meeting:

Approval of Resolution No.2026-49 (Variances), subject to the following conditions of approval:

1. Approval of Resolution 2026-049 is subject to approval of Resolution 2026-050, inclusive of the master sign plan.
2. Applicant shall pay to the Town of Loxahatchee Groves an amount equal to the total expenses incurred by the Town in the processing and finalizing of the development applications prior to issuance of any permit. This includes, but may not be limited to, expenses for planning, legal, advertising, and landscape review, and any related expenses that the Town has or will incur as a direct cost of the application.
3. Failure to comply with all requirements as set forth herein shall constitute a violation of the land development code and shall be enforceable as such.

Approval of Resolution No. 2026-50 Site Plan Amendment (with waivers, and Master Sign Plan), subject to the following conditions of approval:

1. Approval shall be based on the following plan sets:
    a. Civil Set, prepared by CPH Consulting, LLC, dated 6.05.26.
    b. Architectural Set, prepared y CPH Consulting, LLC dated 4.01.26
    c. Landscape Plans, prepared by CPH Consulting, LLC dated 6.05.26
    d. Photometric Plans, prepared by CPH Consulting, LLC dated 6.05.26
    e. Boundary and Topographic Survey, prepared by CPH Consulting, LLC dated 10.24.26.
    f. Master Sign Plan, prepared by AGI, dated 6.4.26.
2. Master Sign Plan shall be subject to approval of Resolution No.2026-49 for the requested variances.
3. The modified and proposed Cross Access Easements shall be approved by the Town Attorney and recorded in the Palm Beach Public Records prior to issuance of a Certificate of Occupancy.
4. The modified and proposed Drainage Easements shall be approved by the Engineer for the Town, and recorded in the Palm Beach Public Records prior to issuance of a Certificate of Occupancy.
5. All improvements within existing and proposed easements shall be subject to approval by all parties to the applicable easement. Applicant shall provide written approval from all easement holders prior to issuance of any permits.

6. The maximum hours of operation shall be 10:30 AM – 10:00 PM, seven days per week.
7. Other than outdoor speakers associated with the drive-thru ordering canopies, no additional outdoor speakers shall be permitted.
8. Development shall comply with the excessive noise provisions established in Sec. 50-010 of the Town's Unified Land Development Code.
9. All rooftop equipment shall be screened on all four sides consistent with the architecture of the building.
10. Town Council approval of Specimen Tree removal and Town issuance of a Vegetation Removal Permit prior to land clearing.
11. Prior to issuance of any Certificate of Occupancy, the installed landscaping and irrigation shall be inspected by the Town for compliance with the approved landscape and irrigation plans.
12. The Town shall inspect all landscaping on the Subject Site on a periodic basis to ensure that it is being properly maintained and is growing in at a normal rate. The Town may require the Applicant to add additional landscaping material if planted material is not growing at a normal rate as would be expected based upon the professional judgement of the Town Arborist or landscape consultant retained by the City.
13. All existing trees shown to remain or be relocated on the approved landscape plans shall be maintained in perpetuity. In the event they should die, they shall be replaced with like species of a size and quantity in accordance with Article 85, Landscaping, of the Land Development Code.
14. The site plan shall be revised as necessary to reflect all conditions of approval and resubmitted prior to the issuance of building permits.
15. Applicant shall pay to the Town of Loxahatchee Groves an amount equal to the total expenses incurred by the Town in the processing and finalizing of the development applications prior to issuance of any permit. This includes, but may not be limited to, expenses for planning, legal, advertising, and landscape review, and any related expenses that the Town has or will incur as a direct cost of the application.
16. Non-compliance with any of the conditions of approval will result in withholding of the issuance of building permits or a Certificate of Occupancy.
17. Failure to comply with all requirements as set forth herein shall constitute a violation of the site plan and the land development code and shall be enforceable as such.

Attachments:

1. Location Map (refer to Ordinance Exhibit A)
2. Project Narrative
3. Partial Site Plan Drawings (for reference only)
4. Master Sign Plan (for reference only)

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6/16/2026

Supplemental Applications Submitted

- **PUD/Master Plan Amendment**
  - **Exhibits: Universal Planning & Zoning Application, Legal Description, Location Map, GTC PUD Master Plan Conditions of Approval (Previously approved Ordinance 2024-10 with the updated list of waivers to be considered and the drawing date of the Master Site Plan), Master Site Plan (prepared by Bohler Engineering).**
- **Master Sign Plan Program**
  - ***AGI Signage Package (Submitted as a standalone document)***
  - **Exhibits: Warranty Deeds, Site Survey, Cover Page & Site Plan, Owner & Agent Authorization Forms, Image showing the back of a typical Panda Express menu board.**
- **Variance Application**
  - ***AGI Signage Package (Submitted as a standalone document)***
  - **Exhibits: Variance justifications, Owner & Agent Authorization Forms, Applicant's Notice Affidavit, Property Owners' List, Warranty Deeds, Site Survey, Site Plan & Supplemental Site Plan.**
- **Site Plan Application**
  - **Required variances and waivers are identified within the narrative**
  - **Drawing Set (Civil, Survey, Landscape, Photometrics, Architectural)**
  - **Variances/Waivers Table on the Supplemental Site Plan**
- **Waivers – Summary List (Waivers requested included in PUD/Master Plan Amendment)**

Project Description

Panda Store No. D34763
Southern Blvd & Avocado Ave, Loxahatchee Groves, FL 33470
Parcel No. 41-41-43-31-13-002-0030

Panda Restaurant Group, Inc. proposes the development of a new fast-casual restaurant with drive-thru service (Panda Express) within Pod B of the Groves Town Center Planned Unit Development (PUD) in the Town of Loxahatchee Groves. The subject parcel consists of approximately 0.94 acres and is designated as Multiple Use Planned Development District (MUPD) on the Town's Official Zoning Map. Additionally, according to the Town's 2030 Future Land Use Map, the property is designated as Multiple Land Use (MLU), subject to Special Policy 1.15.2. Per the Zoning Confirmation Response Memorandum prepared by the Town Planning Consultant, Pod B is governed by the permitted use provisions established for the Commercial Low (CL) zoning district within the Town's Unified Land Development Code (ULDC). Therefore, the proposed use is evaluated based on the development standards and permitted uses applicable to the CL zoning district. The proposed development consists of a single-story, approximately 2,700-square-foot restaurant with associated parking, drive-thru queuing, landscaping, utilities, and stormwater management. Vehicular access to the site will be provided via the internal circulation network of the Groves Town Center, including Avocado Avenue, with

pedestrian connectivity provided to adjacent commercial uses and the public sidewalk system. Pedestrian connectivity will be provided to the northern sidewalk across Avocado Avenue via a tri-rail fence that directs pedestrians to the sidewalk connection at the northeast corner of the Dental Office. The proposed dual-lane drive-thru configuration includes 14 total queuing spaces, including four spaces located prior to the menu board in each service lane, as well as two (2) Drive-Thru Waiting spaces after the menu board, to comply with the minimum queuing requirements of the Unified Land Development Code. The queuing layout is supported by a Queuing Analysis prepared by CPH.

The subject property is an internal lot within the PUD and is therefore not subject to minimum lot area, minimum lot width, or interior setback requirements pursuant to **Section 41-010.E.4.b** of the ULDC, provided applicable separation distances are met. Landscaping, buffers, and screening are provided in accordance with ULDC requirements, including screening of the dumpster enclosure, with alternative materials proposed where necessary to preserve pedestrian connectivity, with the addition of a vertical trellis on the east side of the dumpster enclosure to screen the enclosure from pedestrian view. Stormwater management is provided through on-site collection and conveyance to the master stormwater management system serving the Groves Town Center. The site is located outside the wellfield protection area and within FEMA Flood Zone AE, and grading has been designed to comply with applicable floodplain requirements. The use of pervious/permeable pavers to satisfy the 30 percent pervious area requirement, consistent with low-impact development practices, will be implemented.

Overall, the proposed development is consistent with the Town of Loxahatchee Groves Unified Land Development Code, the approved Groves Town Center PUD Master Plan, and the Town's Comprehensive Plan, and is designed to provide a compatible commercial use with safe circulation and appropriate site design.

Summary of Request

The Applicant requests Site Plan Approval from the Town of Loxahatchee Groves for the development of a new Panda Express, a fast-casual restaurant with drive-thru service, located within Pod B of the Groves Town Center Planned Unit Development (PUD). The proposed development includes associated site improvements such as internal vehicular circulation and pedestrian connectivity through the Cross-Access Agreement and drive-thru queuing, parking, landscaping, utilities, and stormwater management, all designed in accordance with the Town's Unified Land Development Code (ULDC) and the approved PUD Master Plan. The Applicant also requests waivers and variances to address specific code deviations, including signage, loading zone location, parking stall dimensions, and foundation planting, as reflected in the proposed Site Plan.

In conjunction with the Site Plan Application, the request includes approval of associated supplemental applications consisting of a PUD/Master Plan Amendment, Variance Application, and a Master Sign Plan, as further described in this Development Narrative and supporting materials. The proposed site plan is intended to ensure safe and efficient vehicular and pedestrian circulation, compatibility with adjacent development within the Groves Town Center, and compliance with applicable development standards while advancing the Town's long-term planning objectives.

Based on the foregoing, the Applicant respectfully requests approval of the Site Plan and associated applications as submitted, finding that the proposed development is consistent with the Town of Loxahatchee Groves Unified Land Development Code, the approved Groves Town Center Planned Unit Development, and the Town's Comprehensive Plan.

Approval Criteria

The proposed Site Plan for the Panda Express located within Pod B of the Groves Town Center Planned Unit Development has been evaluated for consistency with the Town of Loxahatchee Groves Unified Land Development Code, the approved Groves Town Center PUD Master Plan, and the Town's Comprehensive Plan. The proposed development implements appropriate commercial use within a designated Town Center area and supports orderly growth, economic activity, and compatible infill development. The site plan has been designed to comply with applicable ULDC standards and approved PUD conditions. Where deviations from specific dimensional requirements, loading zone location requirements, and foundation planting requirements are requested, the necessary waivers have been submitted, and such requests do not increase overall development intensity or alter the intent of the Code. The proposed layout is compatible with surrounding commercial uses within the Groves Town Center and reinforces the planned commercial character of the development. Adequate public facilities and services, including potable water, sanitary sewer, drainage, electricity, and solid waste service, are available to serve the proposed development without the need for any major off-site improvements. Vehicular access, internal circulation, and drive-thru queuing have been designed to operate safely and efficiently. The proposed dual-lane drive-thru meets the minimum queuing requirements of the ULDC, and the Queuing Analysis prepared by CPH demonstrates that anticipated demand can be accommodated without adverse impacts to surrounding roadways or internal circulation.

Pedestrian connectivity has been incorporated into the site design to provide safe and continuous access between the proposed restaurant, adjacent commercial parcels, and the internal sidewalk network of the Groves Town Center. Pedestrian connectivity will be provided to the northern sidewalk across Avocado Avenue via a tri-rail fence that directs pedestrians to the sidewalk connection at the northeast corner of the Dental Office. Landscaping, buffering, and screening are provided in accordance with ULDC requirements, with alternative screening treatments proposed where necessary to preserve pedestrian circulation while meeting the intent of the Code. Stormwater management for the site has been designed in accordance with Town standards and the master stormwater management system serving the Groves Town Center. The use of pervious pavement systems supports stormwater infiltration and low-impact development objectives. The site is located outside of the wellfield protection area and within FEMA Flood Zone AE, and grading and finished floor elevations have been designed to comply with applicable floodplain requirements.

Overall, the proposed development promotes public health, safety, and welfare by providing compatible commercial use with safe vehicular and pedestrian circulation,

adequate infrastructure, and thoughtful site design consistent with the Town's long-term planning goals.

Supplements to the Universal Planning & Zoning Application

- **PUD/Master Plan Amendment:** A supplemental PUD/Master Plan Amendment application was submitted in conjunction with the Universal Planning and Zoning Application. This request includes a modification to the PUD Ordinance to establish the permitted waivers, as well as updates to the Master Plan drawing to reflect the proposed use. An application was submitted with the legal description, a location map identifying the proposed Panda Express, GTC PUD Conditions of Approval, and a revised Master Plan (signed and sealed by Bohler). The proposed Panda Express will be located between the existing Culver's and the Dental Office. The total square footage within the Pod has been adjusted accordingly to accommodate the addition of the Panda Express.
- **Site Plan Application:** A Site Plan was submitted as part of the civil drawings in accordance with the Town of Loxahatchee Groves' Unified Land Development Code (ULDC), **Section 155-010** Submission Requirements and in conjunction with the Universal Planning and Zoning Application. All required plan elements have been included to address applicable Code requirements. Where necessary, required variances and waivers are identified within the narrative, the PUD Conditions of Approval, the Supplemental Site Plan, the Variances/Waivers Table on the Supplemental Site Plan, and/or accompanying supplemental applications.
- **Master Sign Plan Program:** As part of the Site Plan approval process, a Master Sign Plan was required and was submitted in conjunction with the Universal Planning and Zoning Application. The Applicant prepared and submitted a Master Sign Plan in accordance with the Town's Approval Checklist, including the warranty deeds, site survey, Cover Page & Site Plan, and the Owner & Agent Authorization forms. The Sign Package, submitted as a standalone document, includes plans, drawings, and illustrations of all proposed on-site signage. Any revisions to previously submitted plans have been incorporated into this application.
- **Variance Application:** A supplemental Variance application was submitted in conjunction with the Universal Planning and Zoning Application. The requested variances are necessary to allow the proposed signage typically associated with a Panda Express prototype development and to provide adequate vehicular circulation and wayfinding into the site. Each variance request identifies the applicable Code section and includes a justification supporting the proposed signage and site design for this project. The exhibits included in the application include the justification narrative for the variances, Owner & Agent Authorization forms, Applicant's Notice Affidavit, Property Owners' List, Warranty Deeds, Site Survey, and the Site Plan and Supplemental Site Plan. The Sign Package, submitted as a standalone document, includes plans, drawings, and illustrations of all proposed on-site signage. Any revisions to previously submitted plans have been incorporated into this application.

Site Conditions & Plans

Panda Restaurant Group, Inc. proposes the development of a new, approximately 2,700-square-foot fast-food/casual restaurant with a drive-thru. The project will be located within Pod B (Commercial) of the Groves Town Center, per Groves Town Center PUD Amendment No, 1 (Plat Book 132, Page(s) 134), at Southern Boulevard and Avocado Ave in Town of Loxahatchee Groves, Florida. The site is approximately 0.94 acres (41,047 SF) and lies within Pod B of the overall master plan. It falls under the jurisdiction of the Town of Loxahatchee Groves.

As currently observed, the site is densely vegetated with existing trees and brush and will require clearing prior to construction. The Applicant is requesting approval for specimen tree removal, as well as a Vegetation Removal Permit, subject to review and approval by the Town Council. The subject parcel is zoned as Multiple Use Planned Development District (MUPD). According to the Zoning Confirmation Response Memorandum prepared by the Town Planning Consultant, Pod B is governed by the permitted use provisions and development standards of the Commercial Low (CL) zoning district, as established in the Town's Unified Land Development Code (ULDC). Therefore, the proposed use has been evaluated for consistency with the applicable CL zoning district requirements.

The site is located adjacent to Culver's and the Dental Office, and is near other commercial anchors such as Aldi, El Car Wash, and future planned retail and commercial uses. Access to the site will be provided via Southern Boulevard, through a shared internal road network that includes Avocado Avenue.

Legal Description

(**PER COMMITMENT FOR TITLE INSURANCE BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 11873018, EFFECTIVE DATE JULY 2, 2024, AT 8:00 A.M., REVISION 1 OCTOBER 28, 2024**)
TRACT POD - B-1, GROVES TOWN CENTER PUD AMENDMENT NO. 1, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 132, PAGE(S) 134, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT LB3 GROVES TOWN CENTER PUD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 128, PAGE 66, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 88°26'46" EAST ALONG THE SOUTH LINE OF TRACT LB4, ALSO BEING THE SOUTH LINE OF TRACTS AE, POD-2 AND POD B-1, OF THE AFORESAID GROVES TOWN CENTER PUD AMENDMENT NO. 1 (ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD) 423.71 FT TO THE POINT OF BEGINNING. THENCE NORTH 01°33'14" EAST 348.33 FEET TO THE NORTH LINE OF POD B-1; THENCE SOUTH 88°26'46" EAST ALONG SAID NORTH LINE OF POD B-1, 117.84 FEET; SOUTH 01°33'14" WEST 348.33 FEET TO THE SOUTH LINE OF POD B-1; THENCE NORTH 88°26'46" WEST ALONG THE SOUTH LINE OF POD B-1 (AND NORTH RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD) 117.84 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF LOXAHATCHEE GROVES, PALM BEACH COUNTY, FLORIDA.

Justification Statement for Development Review

As part of the development review process for the proposed Panda Express located within Pod B of the Groves Town Center, the applicant proactively participated in multiple ex-parte meetings with members of the Town Council and Planning & Zoning staff. These meetings were conducted to gather meaningful feedback and ensure that the project reflects the Town's vision and the public's expectations for development within this area.

During these discussions, Town representatives shared valuable insight on architectural character, community identity, and site aesthetics. Comments included suggestions to enhance building articulation, integrate additional design features reflective of the Town's rural character, and consider thoughtful elements that contribute to a more unified and attractive streetscape. The applicant welcomed this feedback and has worked diligently to incorporate many of the ideas discussed into the overall design. Revisions were made to strengthen the architectural expression and visual cohesion of the building while maintaining a functional and efficient site layout.

The applicant is committed to delivering a project that not only fulfills its operational needs but also responds to the desires of the Town and its residents. Through continued coordination and thoughtful design, the project reflects a collaborative effort to ensure compatibility with the surrounding context and to contribute positively to the character and quality of the Groves Town Center. The proposed development also provides public benefit by introducing a neighborhood-scale dining option that enhances local access to food services, supports job creation, and activates a currently undeveloped internal parcel of the PUD. It contributes to the vitality of the Groves Town Center by reinforcing the area's commercial mix and promoting balanced, context-sensitive growth consistent with the Town's long-term vision. This justification is respectfully submitted in support of the proposed site plan.

Consistency with the Plan

The proposed Panda Express with drive-through, located within Pod B of the Groves Town Center, is consistent with the Town of Loxahatchee Groves Comprehensive Plan and the Groves Town Center PUD Conditions of Approval (Ordinance 2024-10). The application includes a request for a PUD amendment to revise the list of permitted waivers. The subject parcel is designated for commercial use under the revised PUD Master Plan, and quick-service restaurants with drive-through facilities are permitted uses within Pod B. The project supports Policy 1.1.15 of the Comprehensive Plan by promoting infill development within an approved PUD boundary and furthering the Town's goal of concentrating commercial growth in appropriate locations. In doing so, it also supports Policy 2.5.1, which encourages development patterns that promote compatibility with adjacent uses and ensure safe and efficient vehicular and pedestrian circulation.

The site layout has been designed to meet key development standards outlined in the ULDC and PUD framework. The proposed plan provides a coordinated cross-access connection at the east and west boundaries to facilitate internal vehicular and pedestrian circulation with the adjacent Dental Office and Culver's parcels, consistent with ULDC

Section 41-030.B.5 and Conditions of Approval requiring coordinated circulation. A shared access point and the potential for integrated pedestrian pathways support **Policy 2.7.2**, which encourages connectivity and access management across parcels. The layout also meets the drive-through queuing standards per ULDC **Section 95-085** and required parking and aisle widths per **Sections 95-010** and **95-100**. Landscaping is provided along the site perimeter and within the interior to meet buffering and shade requirements under **Article 85**, and efforts have been made to coordinate the landscape scheme with adjacent development to the extent feasible.

While the applicant acknowledges that the project does not fully conform to all elements of the Rural Vista Design Guidelines and ULDC requirements, substantial effort has been made to incorporate compatible architectural elements and to respond to Town feedback received during ex-parte meetings and Development Review meetings. The architectural elevations include articulated rooflines, enhanced façade treatments, and material selections that reflect a simplified but compatible design approach within the context of the Groves Town Center. The applicant coordinated closely with Town staff to refine building design details in good faith and to align with the Town's vision. The development represents an appropriate commercial use that supports Comprehensive Plan objectives related to economic vitality, infill development, and context-sensitive design, and is consistent with the standards and intent of the Groves Town Center PUD under the approved Ordinance 2024-10.

Consistency with the Code

The proposed site plan for Panda Express, located within Pod B of the Groves Town Center in the Town of Loxahatchee Groves, has been developed in accordance with the Town's Unified Land Development Code (ULDC) and the approved Groves Town Center PUD Master Plan. The project consists of an approximately 2,700-square-foot quick-service restaurant with a drive-through on an internal lot within a Planned Unit Development. The development supports the Town's goals for commercial activity along Southern Boulevard while balancing vehicular circulation, pedestrian access, and architectural compatibility with surrounding uses. While several waivers and variances are requested, most requests are justified based on the internal lot configuration as permitted under **Section 41-010.E.4.b** of the ULDC and align with the intent and structure of the PUD.

The site layout complies with numerous applicable provisions of the ULDC. Queuing, bypass, and service lane design conform **to Sections 95-085, 95-090,** and **95-095**. Drive aisle widths (28 feet) and parking dimensions meet the standards set forth in **Sections 95-025, 95-100**, and **95-110**, except for the parking rows on the north and east sides of the property. Accordingly, a waiver has been requested to allow reduced-sized parking stalls measuring 11' x 20' and reduced-sized handicap stalls measuring 14' x 20'. Pursuant to PUD requirements, internal paved pedestrian paths meet or exceed the minimum width requirements of **Section 41-030.B.8.b.** Bicycle access and ADA requirements are also satisfied, with the exception of the reduced-size handicap parking stalls specified above. The south side of the building satisfies the 40% linear frontage landscaping requirement per **Section 85-055.B.2**, while the north side does not meet the

foundation planting requirement; therefore, a waiver has been requested as part of the submittal package.

The subject property is considered an internal lot within a Planned Unit Development (PUD). Pursuant to **Section 41-010.E.4.b** of the Town of Loxahatchee Groves Unified Land Development Code, internal lots within a PUD are not subject to minimum lot area or minimum lot width requirements. Additionally, this section provides that the layout, location, and construction limits of structures within an internal lot are governed by separation distances between structures rather than setbacks from interior property lines. Accordingly, while setback requirements apply along the north and south property lines, no specific setback requirements apply to the proposed buildings, menu boards, drive aisles, or bypass lanes, provided the development complies with the applicable separation distance standards established by the Code.

The flexibility afforded to internal lots under **Section 41-010.E.4.b** also extends to certain other Code requirements. Therefore, the minimum lot size of one (1) acre and minimum frontage width of 150 feet required by **Section 25-025** within the Commercial Low (CL) zoning district are not applicable to the subject property. Similarly, the ten-foot setback requirement for impervious areas, including walkways, established under **Section 95-100.D**, does not apply under the PUD internal lot provisions. The proposed site layout has been designed to comply with all applicable PUD requirements while maintaining adequate setbacks, separation distances, and circulation patterns consistent with the approved development framework.

With respect to buffer requirements, the proposed landscaping and buffer treatments comply with **Sections 85-055** and **85-060** of the Town's Unified Land Development Code (ULDC), except as otherwise noted herein. **Section 85-060.C.1** of the ULDC requires an 8-foot compatible use buffer between contiguous non-residential properties. Accordingly, an 8-foot compatible use buffer is provided along the north and west property lines. Along the south property line, the applicable buffer requirement is governed by the approved Planned Unit Development (PUD) Conditions of Approval, which require a 25-foot landscape buffer. The required 8-foot landscape compatibility buffer along the east property line is not applicable due to the approved shared access aisle condition established under Resolution 2021-19 for the Heartland Dental Office and the recorded Cross-Access Agreement (Official Records Book 33562, Page 232), which permits shared circulation between the adjacent properties.

Interior landscape islands are provided in accordance with **Section 85-055.C**, and a loading zone is designated per **Sections 95-070** and **95-075**. However, a waiver has been requested for the proposed location of the loading zone, which is situated more than 30 feet from the building. The dumpster enclosure is located in accordance with **Section 25-010.F.3** and is screened per **Section 25-010.F.2.** Screening is provided on the west and south sides of the enclosure, in lieu of vegetative screening on the east side of the dumpster enclosure, a wall finished with faux screening material on a trellis will be provided to satisfy the intent of the screening requirements while preserving pedestrian circulation and connectivity. Stormwater infrastructure is provided in accordance with **Article 70**, with weep holes placed per **Section 85-055.C.5.e**. Lighting complies with **Section 50-030**, and the site also provides required cross-access connections per **Section 41-010.E.4.b.1** and complies with minimum pervious area thresholds under **Section 25-035.C.**

Additionally, to meet the drive-thru requirements specified in **Section 95-085**, two queuing spaces/drive-thru waiting spaces have been provided beyond the point of service, thereby satisfying the requirement that one additional queuing space be provided after the point of service. Lastly, pursuant to **Section 95-085**, a drive-thru restaurant is required to provide seven queueing spaces, of which four must be located prior to the menu board. The proposed development provides a total of 14 queuing spaces, including four spaces located prior to the menu board in each service lane, exclusive of the queuing space at the menu board itself, thereby exceeding the minimum queuing requirements established by Code. Considerable effort was made to accommodate the required number of queuing spaces within the proposed dual-lane drive-thru configuration, which is demonstrated to be necessary based on the Queuing Analysis prepared by CPH.

Regarding the waivers requested, a total of three (3) waivers, as specified in the PUD Conditions of Approval and enclosed within this Project Narrative, are being requested as part of the proposed development.

A waiver is requested to allow reduced-size parking space dimensions, including reduced-size handicap parking spaces, pursuant to Section 95-025 of the Town's Unified Land Development Code (ULDC). Standard parking spaces measuring 11 feet by 22.5 feet are provided along the south side of the property where feasible. However, due to site constraints, cross-access requirements, shared drive aisles within the Planned Unit Development (PUD), and the need to maintain consistency with adjacent developments approved with reduced parking dimensions, standard-size parking spaces cannot be reasonably accommodated along the north and east parking rows. Accordingly, reduced-size parking spaces measuring 11 feet by 20 feet are proposed in these areas for standard parking spaces and 14 feet by 20 feet for handicap parking spaces. The reduced-size handicap spaces will continue to comply with all applicable accessibility requirements while supporting an efficient site layout. The proposed parking arrangement is supported by the Parking Analysis and satisfies the minimum parking requirements for the proposed use. The requested waiver meets the approval criteria, as the need for relief is not self-created but results from the unique constraints of the site and the necessity to coordinate with the established development pattern and cross-access circulation within the PUD. Strict application of the standard parking dimensions would reduce the number of available parking spaces, adversely affect internal circulation, and potentially limit the reasonable use of the property. The proposed reduced-size spaces are limited to areas where constraints exist, while standard-size spaces are maintained elsewhere on the site, representing the minimum relief necessary. Furthermore, the design maintains safe and efficient vehicular circulation, is consistent with nearby approved developments utilizing similar parking dimensions, and will not adversely impact the public health, safety, or welfare.

A second waiver is requested for the proposed location of the loading zone, which is situated more than 30 feet from the closest face of the primary structure. Pursuant to **Section 95-075**, a loading space is required to be located no more than 30 feet from the building it serves. Due to site constraints and the required placement of the dumpster enclosure, grease trap, and transformer at the rear of the building in accordance with Code requirements, the Applicant has limited feasible placement options. As a result, the loading zone is proposed at approximately 51.16 feet from the building, necessitating the requested

waiver. The request meets the criteria for approval, as the constraint is not self-created but arises from compliance with other Code-mandated design requirements. A strict interpretation of the Code would prevent a functional loading configuration and could disrupt site circulation and service operations, thereby limiting the reasonable use of the property. The proposed location represents the minimum relief necessary to accommodate these constraints while maintaining safe and efficient operations. Furthermore, the loading zone placement will not adversely impact adjacent properties or public safety, as it complies with applicable setbacks and supports proper site circulation, consistent with the intent of the Code.

The final waiver pertains to **Section 85-055.B.2.**, which requires foundation planting along a minimum of 40 percent of the linear frontage on the north and south sides of the building, as these elevations front a street. The proposed Landscape Plan provides less than the required 40 percent of foundation planting along the north side due to site constraints, including required building egress, the prototypical design of the building entrances and exits, and the presence of a sidewalk along the rear of the building, which limits the available planting area. The requested waiver meets the criteria for approval, as these constraints are not self-created but are necessary to ensure proper building function, accessibility, and compliance with other applicable standards. A strict interpretation of the Code would conflict with required access and circulation, creating an unnecessary hardship and limiting the reasonable use of the property. The proposed reduction in foundation planting represents the minimum relief necessary given these physical limitations, while landscaping is still provided where feasible and maintains the overall intent of the Code. The design remains compatible with surrounding development and continues to provide appropriate buffering and aesthetic quality and therefore will not be detrimental to the public health, safety, or welfare.

The proposed signage package is generally consistent with the requirements of **Article 90, Section 90-040.B.,** of the Town of Loxahatchee Groves Unified Land Development Code (ULDC), which establishes the standards for signage, including permitted sign types, dimensions, and design criteria within the Commercial Low (CL) zoning district. The proposed wall signage and monument signage conform to the applicable provisions of **Article 90**, **Section 90-040.B.,** including maximum allowable sign area, height, and placement, and are designed to be compatible with the architectural character of the building and surrounding development.

However, the Applicant is requesting three (3) signage variances to accommodate the operational needs of a modern drive-through facility. These include: (1) a variance from **Section 90-040.B.5.a** to allow menu boards with increased area, width, and height; (2) a variance to permit additional operational signage types not explicitly identified in **Article 90**, including clearance bars, order confirmation units (OCUs), drive-thru directional/wayfinding signage, drive-thru waiting (DW) signs, and online pickup (OP) signage; and (3) a variance to allow an increased number of drive-thru signs necessary to support dual-lane drive-through operations.

The requested variance for sign height, width, and area for menu board signage meets the criteria for approval, as special conditions exist due to the operational requirements of a drive-thru restaurant, which necessitates a menu board of sufficient size to be visible and readable from within vehicles. Due to ADA accessibility considerations,

vehicle sightlines, equipment dimensions, and operational constraints, the proposed menu board must exceed the maximum height, width, and face area otherwise permitted by Code. These conditions are not self-created, but rather are inherent to the functionality of a modern drive-thru facility and are not generally applicable to properties without drive-thru operations. A strict interpretation of the Code would prevent the installation of a menu board of adequate size, impairing readability, creating potential safety concerns, and negatively impacting the efficiency of drive-thru operations, thereby limiting the reasonable use of the property. The proposed dimensions represent the minimum relief necessary to accommodate visibility, accessibility, and operational needs, and no additional or excessive signage is proposed beyond what is required for functional use. Furthermore, the proposed menu board is compatible with surrounding development, complies with applicable setback requirements, and will not create adverse visual impacts, thereby remaining consistent with the intent of the Code and not detrimental to the public health, safety, or welfare.

The requested variance for types of signs meets the criteria for approval, as special conditions exist due to the operational requirements of a drive-thru restaurant, which necessitates specialized signage types to support safe and efficient vehicular circulation, order processing, and customer wayfinding. These operational elements include order confirmation units (OCU), directional and wayfinding signage, clearance signage, drive-thru waiting (DW) signs, and online pickup (OP) signs, which are standard for modern drive-thru facilities but are not explicitly identified or permitted under the Code. These conditions are not self-created, but rather are inherent to the functional design and safety requirements of the proposed use and are not generally applicable to other commercial properties without drive-thru operations. A strict interpretation of the Code would prohibit the installation of necessary operational signage, resulting in confusion, potential safety hazards, and inefficient circulation within the site, thereby limiting the reasonable use of the property. The proposed signage types are limited to those necessary to support the intended use and represent the minimum relief required to ensure safe and functional operations. Furthermore, the signage is operational in nature, designed to minimize visual impact, complies with applicable setback requirements, and is compatible with surrounding development, and therefore will not be detrimental to the public health, safety, or welfare.

The requested variance for the number of drive-thru signage meets the criteria for approval, as special conditions exist due to the operational requirements of a modern drive-thru restaurant with a dual-lane configuration, which necessitates multiple signs to facilitate safe and efficient vehicular circulation, order processing, and customer wayfinding. These operational elements include menu boards, order confirmation units (OCUs), directional signage, clearance signage, and pickup identification, each serving a distinct function within the drive-thru system. These conditions are not self-created, but rather are inherent to the functional design and safety requirements of the proposed use and are not generally applicable to other commercial properties without drive-thru operations. A strict interpretation of the Code would limit the number of drive-thru signs to an insufficient level, preventing proper communication to customers, creating confusion, potential safety hazards, and operational inefficiencies, thereby limiting the reasonable use of the property. The proposed number of signs is limited to those necessary to support the intended use and represents the minimum relief required to ensure safe and functional

operations. Furthermore, the signage is operational in nature, designed to minimize visual impact, complies with applicable setback requirements, and is compatible with surrounding development, and therefore will not be detrimental to the public health, safety, or welfare.

These requested variances are limited in scope and are intended to support safe and efficient vehicular circulation, clear customer wayfinding, and functional drive-through operations. All proposed signage remains operational in nature, is appropriately scaled, and is designed to minimize visual impacts while maintaining consistency with the intent of **Article 90** and the Commercial Low (CL) zoning district (**Section 90-040.B)**. The overall signage program is compatible with surrounding development and supports orderly site design, public safety, and accessibility.

The proposed Panda Express site plan aligns with the intent of the Groves Town Center PUD and complies with applicable sections of the ULDC. Where limited waivers and variances are requested, they are supported by the site's internal PUD status, operational requirements, and a functional layout that ensures public safety and site efficiency. Architectural elevations have been designed in accordance with the Rural Vista Design Guidelines to maintain visual compatibility with the Town's character. Overall, the development advances the Town's long-term planning goals and demonstrates compliance with key technical and design standards.

Analysis of Conditions of Approval

Per Ordinance 2024-10 PUD Amendment:

The conditions of approval included in Ordinance 2024-10 are hereby rescinded and replaced by the following conditions of approval. Text underlined are additions to Ordinance 2024-10 and text ~~struck through~~ are deletions to Ordinance 2024-10. The conditions of approval, as set forth herein, are in addition to those contained in the staff report dated January 22, 2025

Analysis: The proposed Panda Express development is consistent with the overall intent and requirements of the Groves Town Center PUD and the amended Conditions of Approval established under Ordinance 2024-10. The proposed development has been designed to comply with all applicable engineering, landscaping, access, circulation, and design requirements associated with the approved PUD framework. Where relief from specific ULDC requirements is requested, the proposed waivers represent the minimum relief necessary to accommodate the operational and site planning needs of the project while maintaining compatibility with adjacent development and the overall vision of the Groves Town Center.

The proposed site layout supports coordinated internal circulation, shared access connectivity, pedestrian mobility, and compatibility with the surrounding development patterns envisioned within the approved PUD Master Plan. Coordination with Town staff, Palm Tran, Palm Beach County Traffic Engineering, FDOT, and other applicable reviewing agencies has been initiated and will continue throughout the site plan review and permitting process to ensure compliance with all applicable Conditions of Approval and development requirements. Additionally, a bus pad on Groves Town Center Drive requested by Palm Tran has been incorporated into the updated PUD Master Plan included within the submittal package.

Overall, the proposed Panda Express development demonstrates consistency with the adopted PUD framework and supports the orderly development objectives of the Groves Town Center.

A. GENERAL

1. The conditions of approval herein shall apply to the Owner, Applicant and their successors and assigns.

2. Final site plans shall conform to the Conceptual Master Plan dated **March 4, 2026**, included by reference herein. Any modifications to the approved Conceptual Master Plan or PUD Justification Narrative must be approved by the Town Council unless the proposed changes are required to meet conditions of approval or are required for compliance with the ULDC.

3. Any subdivision by fee title conveyance of an internal lot which is subject to a final site plan approval shall have received prior written approval by the Town Manager based upon the application of criteria contained in Section 41.1.E.4.b of the Town Unified Land Development Code. Provided, however, that any subdivision by fee title conveyance of an internal lot shall reflect the Pod uses and boundaries depicted on the Conceptual Master Plan dated **March 4, 2026**. Any revision of a Pod use and/or boundary, as depicted on the Conceptual Master Plan dated **March 4, 2026**, shall require a PUD Amendment prior to subdivision by fee title conveyance.

4. Prior to submitting the initial site plan approval application and all subsequent site plan applications, the Applicant shall contact Palm Tran to obtain written confirmation regarding the need for a bus stop on Southern Boulevard. Palm Tran's response shall be included in the site plan application.

Analysis: The proposed Panda Express development will comply with the General Conditions of Approval established by the Town, including those applicable to the Owner, Applicant, and their successors and assigns. The proposed development is consistent with the approved Conceptual Master Plan dated March 4, 2026, and any future modifications to the approved Conceptual Master Plan or PUD Justification Narrative will be subject to review and approval by the Town Council, as required by the ULDC. Any future subdivision by fee title conveyance of an internal lot will comply with the applicable provisions of the Unified Land Development Code and will require prior written approval by the Town Manager based upon application of the criteria contained in ***Section 41.1.E.4.b*** *of the Town Unified Land Development Code. Additionally, prior to final site plan approval, the Applicant will coordinate with Palm Tran regarding any required bus stop accommodations along Southern Boulevard and will provide written confirmation, if required by the Town, as part of the site plan application process.*

B. LAND USE AND SITE PLANNING

1. Development of the site shall be limited to: Commercial Low (CL) — maximum of 34.34 acres and 103,000 sq. ft. of retail commercial space and 81 lodging units; Commercial Low Office — maximum of 16.0 acres and 44,000 sq. ft. of professional and medical office commercial space; and Institutional — minimum of 40.0 acres and institutional uses consisting of a Public Park (Town Commons), consistent with the Conceptual Master Plan dated **March 4, 2026**. Development intensity of lodging uses to be regulated by combination of number of rooms, building height, and lot coverage rather than FAR.

2. ~~A separate site plan pursuant to ULDC Article 155 for the 100-foot and 300-foot wide buffer areas along the northern and eastern property boundaries, including the location of equestrian trails, was approved by the Town Council via Resolution 2018-84.~~ [COMPLETED]

3. The Restrictive Covenant and Limited Access Easement, recorded with the Palm Beach County Clerk of Courts in Official Records Book 30616, Page 1289 shall limit the use and management of the 300-foot wide buffer areas along the northern and eastern property lines and the 100-foot wide buffer areas along the western and northern property lines, as described therein.

4. ~~A boundary plat was recorded in Plat Book 128, Page 66 of the Official Records of Palm Beach County depicting the following four geographies: (1) The entirety of the Groves Town Center property; (2) the area included within the 300-foot and 100-foot buffer areas, (3) the area included within Commercial Pod A; and (4) the area included within that portion of Groves Town Center not included within areas (2) and (3). Another plat depicting the remainder of the Pods and all road tracts and/or easements shall be recorded prior to the issuance of the first building permit for any development in a Pod other than Pod A.~~ [COMPLETED]

5. Potentially objectionable features (e.g. mechanical equipment, loading/delivery areas, storage areas, and dumpsters, and compactors, etc.) shall be indicated on project site plans and screened from public view.

6. All on-site deliveries during construction shall be made from project entrances off of Southern Boulevard.

7. ~~An Improvement Agreement, pursuant to ULDC Section 100-060 (C), to address all required roadway, drainage and equestrian trail improvements lying within or adjacent to the Groves Town Center PUD shall be approved by the Town Council prior to issuance of the initial building permit of the first phase of development.~~ [COMPLETED]

8. The following perimeter landscaped buffers shall be provided: a 25-foot buffer, including a berm, along Southern Boulevard.; a 25-foot buffer, including a berm,

along "C" Road south of Tangerine Drive; and a 25-foot buffer, including a berm, along "B" Road.

9. The Town Commons (Pod G) shown on the Conceptual Master Plan dated **March 4, 2026** will remain owned by the Applicant and their successors and assigns and maintenance of the Town Commons is the responsibility of the Applicant. Scheduling uses for the Town Commons is the responsibility of the Town. The Town may use the Town Commons at any time the Town sees fit, subject to compliance with the ULDC. The Town Commons may be rented or leased to any individual person(s) and/or business(es) for temporary uses, subject to compliance with the ULDC and any Town permitting requirements. Any party that uses the Town Commons is responsible for cleaning up after the event and returning the Town Commons to the same condition the Town Commons was in before the party used the Town Commons.

10. ~~The Stormwater Management Area (SMA) located in the conservation easement as shown on the Conceptual Master Plan dated December 30, 2019 is subject to further review and approval by the Town Engineer to confirm that the proposed stormwater management facilities provide water quality and stormwater recharge improvements to the Town. The Town Council approval of the Conceptual Master Plan dated December 30, 2019 serves as Town Council consent to construct the SMA pursuant to Section 3.a.(ii) and 3.d of the Restrictive Covenant and Limited Access and Conservation Easement recorded in ORB 30616, PG 1289 of the Official Records of Palm Beach County. Prior to the issuance of a permit by the Town for construction of the SMA, the Town Engineer shall review the plans and confirm that the SMA provides for the intended stormwater improvements for the Town and will make a recommendation for Town Council approval.~~ [COMPLETED]

Analysis: The proposed Panda Express development is consistent with the Land Use and Site Planning requirements of the Groves Town Center PUD and complies with the permitted uses and development standards established for the Commercial Low (CL) designation within the approved Conceptual Master Plan dated March 4, 2026. The proposed restaurant with drive-thru is a permitted commercial use within the PUD and is compatible with the mix of commercial, office, institutional, and public uses anticipated within the Groves Town Center.

The site layout has been designed in accordance with the approved PUD framework and incorporates coordinated internal circulation, shared access, cross-access connectivity, pedestrian accommodations, and compatibility with adjacent development parcels. The development supports the planned mixed-use character of the Groves Town Center through integrated site planning and efficient vehicular and pedestrian circulation patterns.

Required perimeter landscape buffers and screening elements will be provided consistent with the approved PUD requirements and Conditions of Approval, including required buffer widths along Southern Boulevard, "C" Road, and "B" Road. Potentially objectionable features, including loading areas, service areas, and mechanical equipment, will be screened from public view in accordance with Town requirements.

The proposed development remains consistent with the approved Conceptual Master Plan and applicable Town approvals governing access, circulation, and overall site planning objectives for the Groves Town Center PUD.

C. ENGINEERING

1. In order to comply with the Mandatory Traffic Performance Standards in place at the time of this approval, no building permits for the site shall be issued after November 29, 2029. Additional time extensions for this condition may be approved by the Palm Beach County Engineer based upon an approved traffic study which complies with Mandatory Traffic Performance Standards in place at the time of the request, or upon a request based upon a Declaration of Emergency by the Governor of Florida.

2. In order to comply with the Mandatory Traffic Performance Standards Review dated August 30, 2018, no building permits for development generating more than 282 peak hour directional trips shall be issued until the developer provides an additional southbound left-turn lane [~~has been built and only needs to be un-stripped, which will commence in August of 2024~~ COMPLETED] and an additional eastbound left-turn lane and appropriate receiving lane [COMPLETED] at the intersection of Southern Boulevard and Binks Forest Drive/B Road. Any signal modifications required to accommodate these changes will also be the responsibility of the property owner, including, but not limited to design plans, any required utility relocation, right-of-way or easement acquisition, etc. Note these changes will also require FDOT consent.

3. Any future modification of Condition C.2 shall be based upon a Traffic Study approved by the Palm Beach County Traffic Division which complies with Mandatory TPS in place at the time of the modification. Modifications to Conditions of Approval based upon such future TPS Review shall be submitted to the Town pursuant to ULDC Section 155-025 *Site plan modification*.

4. The property owner shall obtain a conceptual approval letter from FDOT for any proposed driveway on Southern Boulevard when submitting a site plan to the Town. FDOT approval of driveways onto Southern Boulevard shall be obtained when individual site plan applications are made to the Town.

5. Acceptable surety for the design, right of way acquisition, construction engineering and inspection costs, as well as the construction for the offsite road improvements as outlined in Condition No. 2 shall be posted with the County Traffic Division prior to or within six months of Development Order Approval. Surety in the amount of 110% shall be based upon a Certified Cost Estimate provided by the Developer's Engineer and approved by the County Engineer. At any time during the duration of the surety the County Engineer shall have the authority to determine that sufficient progress has not been made for any and all required work. In the event such a determination is made, Palm Beach County shall have the right to request funds be drawn for the surety (surety drawn) and Palm Beach County may then complete all required work. The County

Engineer shall also have the authority to require that the surety amount be updated to reflect current anticipated costs at any time during the duration of the surety.

6. ~~As per the expected turning movement volumes at the driveways, the following exclusive turn lanes are required:~~ [COMPLETED]

~~a. Northbound right-turn lane at the southern driveway on B Road. This improvement has been completed.~~ COMPLETED

~~b. Southbound left-turn lane at the northern driveway on B Road. This improvement has been completed.~~ COMPLETED

~~c. Westbound right-turn lanes at all driveways on Southern Boulevard. Though the amount of turning volumes by itself may not meet the threshold for a right-turn lane on Southern Boulevard driveways, they must be provided due to high speed of traffic at this location.~~ COMPLETED

7. C Road shall be constructed as a continuous 2-lane paved roadway between Southern Boulevard and Tangerine Drive in conjunction with the development of Pod D or F, whichever occurs first. Stormwater attenuation and water quality treatment shall be provided for C Road (Adjacent to the project site) and Tangerine Drive (Within the site) within the onsite stormwater management system. The Town shall be given the right, but not the obligation, to maintain Tangerine Drive and associated drainage facilities.

8. Any future realignment of either or both of the "B" Road access drives, as indicated on the Conceptual Master Plan dated **March 4, 2026**, shall require approval by the Town's Consulting and Transportation Engineers.

9. ~~A conceptual drainage plan for the entirety of the Groves Town Center PUD, including the provision of legal positive outfall for the Pod A development and the existing temporary drainage pond shall be prepared and approved by the Town Engineer prior to the first certificate of occupancy for Pod A~~ (COMPLETED). Legal positive outfall for future phases or pods of development shall be provided prior to the first certificate of occupancy for each future phase or pod.

10. ~~Prior to issuance of the first building permit, the necessary easements and agreements for legal positive outfall and stormwater attenuation (temporary or permanent) shall be recorded.~~ COMPLETED

11. ~~Prior to the first CO for any building, legal positive outfall shall be constructed and certified by the engineer of record allowing discharge from the previously installed temporary drainage area for B Road, as well as all future development.~~ COMPLETED

12. All drainage improvements shall be completed and certified by the engineer of record.

Analysis: The proposed Panda Express development will comply with all applicable Engineering Conditions of Approval established for the Groves Town Center PUD, including the Mandatory Traffic Performance Standards (TPS) requirements and coordination with Palm Beach County Traffic Engineering and FDOT. The project has been designed in accordance with the approved traffic analysis and applicable roadway improvement requirements associated with the development. Required traffic-related improvements and access configurations along Southern Boulevard and adjacent roadways will be implemented in accordance with approved agency requirements and applicable Conditions of Approval. The Applicant acknowledges that additional modifications associated with future TPS reviews or traffic-related approvals may be subject to further review and approval by Palm Beach County and the Town.

The Applicant has obtained and provided the FDOT pre-approval letter and Palm Beach County TPS Review documentation as part of the Panda Express submittal package. The Applicant will continue to coordinate with Palm Beach County Traffic Engineering, FDOT, and other applicable agencies to obtain all required permits and approvals associated with roadway access, traffic circulation, and related infrastructure improvements.

The project has been designed to provide safe and efficient vehicular circulation through coordinated access points, shared access connections, internal drive aisles, and cross-access consistent with the approved PUD framework. Required roadway and drainage improvements associated with the development will be completed in accordance with approved engineering plans and certified by the Engineer of Record prior to issuance of a Certificate of Occupancy, as applicable.

Stormwater and drainage improvements associated with the proposed development will comply with the approved drainage design criteria and applicable Town and agency requirements. Any required easements, right-of-way improvements, or associated engineering documentation required as part of the development process will be provided in accordance with applicable approval conditions and regulatory requirements. Overall, the proposed development demonstrates compliance with the Town's Engineering requirements and supports coordinated infrastructure improvements consistent with the approved Groves Town Center PUD.

D. LAND CLEARING AND LANDSCAPING

1. Prior to any land clearing activities within any phase or pod, the property owner shall comply with the permit requirements of the Loxahatchee Groves Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal regulations (ULDC Article 87).

2. In conjunction with an initial site plan application for any development phase or pod, the property owner shall submit a Landscape Plan application to the Town for review and approval pursuant to ULDC Article 85 for that phase or pod.

3. Prior to any land clearing activities for any phase or pod, a wetlands determination shall be procured from the South Florida Water Management District and/or

U.S. Army Corps of Engineers for that phase or pod. Any proposed impacts upon jurisdictional wetlands shall require permits or authorizations from the South Florida Water Management district or U.S. Army Corps of Engineers.

4. Prior to the permitting of any land clearing, development or earthmoving activities for any phase or pod, a Phase 1 Archaeological Survey of the property shall be completed for that phase or pod.

5. Native plants shall be identified, pursuant to the requirements of the Loxahatchee Groves Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal regulations (ULDC Article 87), and retained to the extent possible.

6. ~~Clearing of Collecting Canal Easement – The Owner shall clear 20 feet along the south side of Collecting Canal in conjunction with construction of the equestrian trail per Condition E.4.~~ COMPLETED

Analysis: The proposed Panda Express development will comply with the Land Clearing and Landscaping Conditions of Approval established by the Town, including the requirements of the Loxahatchee Groves Native Tree Preservation, Soil Stabilization, and Invasive Exotic Removal regulations pursuant to ***ULDC Article 87****. Prior to any land clearing activities, all required permits and approvals will be obtained from the Town and applicable regulatory agencies.*

A Landscape Plan has been prepared and submitted in accordance with ***ULDC Article 85****, demonstrating compliance with applicable landscaping, buffering, and planting requirements for the proposed development. Native vegetation and existing trees will be preserved to the maximum extent practicable, and any required tree removals or mitigation measures will be completed in accordance with Town requirements and subject to applicable approvals.*

A Phase I Archaeological Survey was completed for the property, and the Florida Division of Historical Resources issued an STRS Letter and STRS Map confirming that no recorded cultural resources were identified within the project area. The applicable documentation has been included within the submittal package.

A wetlands determination has been completed for the property, and no jurisdictional wetland impacts are proposed as part of the development. Any applicable environmental permitting requirements associated with the proposed improvements will be addressed in accordance with South Florida Water Management District and/or U.S. Army Corps of Engineers requirements, as applicable.

All land clearing, earthwork, and development activities will be conducted in compliance with applicable permitting requirements, including implementation of appropriate erosion and sediment control measures to ensure proper soil stabilization throughout construction. Overall, the proposed development is consistent with the Town's land clearing and landscaping requirements and supports orderly site development while maintaining compliance with applicable environmental and landscaping regulations.

~~E. ROADWAY EQUESTRIAN TRAILS AND GREENWAYS~~

1. ~~The equestrian trails depicted on the Conceptual Master Plan dated December 30, 2019 are conceptual. Final trail locations shall be determined during the site plan approval process required in Condition B.2, and shall include a trail segment parallel to Collecting Canal to facilitate Town-wide east-west connectivity. This condition has been complied with.~~ COMPLETED

2. ~~Existing fencing on the west side of "C" Road shall be removed to allow access to the trail within the 300 foot buffer areas depicted on the Conceptual Master Plan dated December 30, 2019.~~ COMPLETED

3. ~~The equestrian trail depicted on the Conceptual Master Plan dated December 30, 2019 shall include an equestrian bridge over Collecting Canal at "C" Road to facilitate Town-wide north-south connectivity. Bridge details shall be determined during the site plan approval process required in Condition B.2. This condition has been complied with.~~ COMPLETED

4. ~~Construction of the equestrian trail shall be completed prior to the issuance of the initial Certificate of Occupancy of the first phase of development of Groves Town Center. Construction of the equestrian bridge or culvert over Collecting Canal shall be completed by December 31, 2020.~~ COMPLETED

5. ~~Coincident with construction of the equestrian trail equestrian traffic control devices shall be installed at points where trails cross "B" Road, "C" Road and Collecting Canal.~~ COMPLETED

6. Fencing shall be incorporated on the site plan for any phase of development necessary to separate the equestrian trail from buildings, internal or perimeter roads, and/or parking areas of any other phase of development, as necessary.

7. Equestrian trails shall comply with the Town design and sign guidelines.

8. "Local traffic only" signage, as shall be placed on "B" Road north of the Palm Beach State College entrance. The type and locations of such signage shall be addressed by Conditions of Approval in the site plan for the initial phase of development.

Analysis: In accordance with Section E – Roadway, Equestrian Trails, and Greenways, the proposed Panda Express development is consistent with the previously approved roadway and mobility framework established for the Groves Town Center PUD. The majority of the Conditions of Approval within this section relate to PUD-wide equestrian trail, bridge, fencing, and roadway improvements that have previously been completed as part of earlier phases of development, as indicated within the approved Conditions of Approval.

The proposed development does not interfere with any existing or planned equestrian trail connections, roadway improvements, greenway corridors, or mobility infrastructure associated with the Groves Town Center PUD. The site layout has been

designed to maintain coordinated internal circulation, shared access connectivity, and safe vehicular and pedestrian movement consistent with the approved Conceptual Master Plan and applicable Town requirements.

Any applicable roadway, access management, signage, fencing, or circulation requirements associated with the subject parcel will continue to be addressed through the site plan approval and permitting process. Overall, the proposed development remains consistent with the intent of this section by supporting safe, efficient, and coordinated transportation and circulation infrastructure within the Groves Town Center PUD.

F. ARCHITECTURAL

Architectural elevations for buildings included in a particular phase or pod shall be submitted with the application for site plan approval for that particular phase or pod. A theme from the Town's Rural Vista Guidelines for the entire Groves Town Center development shall be provided with the application for site plan approval for the initial phase or pod. Elevations shall be designed to be consistent with the Town's Rural Vista Guidelines. Architecture in all development phases or pods shall be consistent with the Town's Rural Vista Guidelines.

Analysis: In accordance with Section F – Architectural, the proposed Panda Express development has been designed to comply with the Town's Rural Vista Guidelines, which emphasize a rural character through the use of natural materials, muted color palettes, articulated rooflines, and pedestrian-scale design elements. Architectural elevations and a corresponding design narrative have been prepared to demonstrate consistency with these guidelines and alignment with the overall vision for the Groves Town Center.

The building incorporates contextual design elements appropriate for Loxahatchee Groves, including lighter-toned stone veneer at the base, horizontal texturing applied to EIFS surfaces to simulate traditional wood siding, and wood-style composite materials at entry features to reinforce a warm, rural aesthetic while maintaining durability. The roof design includes a mansard-style element with a standing seam metal finish, introducing variation in rooflines and reducing visual massing. Additional architectural features, such as vertical trellis elements, window framing, and trim detailing, contribute to façade articulation and enhance visual interest.

Design modifications have been made to better align with the surrounding rural context, including refinements to architectural banding, incorporation of wood-style railings at pedestrian areas, and adjustments to window proportions and trim to create a cohesive and pedestrian-oriented façade. These elements help maintain compatibility with adjacent development while reinforcing the Town's desired architectural character.

Materials and finishes have been selected to balance aesthetics with long-term performance, ensuring durability and low maintenance while blending with the surrounding environment. Mechanical and service elements are screened and integrated into the building design to minimize visual impact. Overall, the proposed architecture represents a balanced approach that respects the Town's architectural vision while

accommodating the operational needs of a drive-thru restaurant. The design is consistent with the applicable Conditions of Approval and will not be detrimental to the surrounding area.

G. RESERVED

H. PUD WAIVERS

The Applicant may propose, and the Town Council may consider the following waivers during the site plan approval process for a specific development parcel or pod:

1. Relief from ULDC Section 50-030(D) *Outdoor lighting standards*, Section (5) to allow well-planned outdoor lighting, which meets the intent of the ULDC, between 11:00 p.m. and dawn to help prevent accidents, deter crime and maintain an attractive community environment.

2. Relief from ULDC Section 95-100(E) *Wheel stops and curbing* to allow the use of bollards in lieu of wheel stops and/or continuous curbing in certain parking areas to help prevent accidental human injury or property damage.

3. Relief from ULDC Section 95-025 *Size of parking spaces*. To allow the hotel property in the TC Pod to have parking spaces that are 9' wide and 19' long.

4. Relief from ULDC Section 30-035 *Maximum plot size.* To allow the Institutional use of the Town Commons on Pod G to be over the five-acre maximum plot size.

5. Relief from ULDC Section 95-025 *Size of parking spaces.* To allow the property in Pod B-3 to have Reduced-Size parking spaces, including reduced size handicap parking spaces.

6. Relief from ULDC Section 95-075 *Loading Zone NTE 30' from Building.* To allow the loading zone on Pod B-3 to be located further than 30 feet from the building.

7. Relief from ULDC Section 85-055.B.2 *Additional interior open space requirements***.** To allow the building on Pod B-3 to have less than the required 40 percent of lineal frontage of the structure to be planted with shrubs.

Analysis: Section H – PUD Waivers authorizes the Town Council to consider specific relief from certain ULDC requirements during the site plan approval process for development parcels within the Groves Town Center PUD. For the proposed Panda Express development within Pod B-3, the Applicant is requesting the following waivers:

1. *Relief from ULDC Section 95-025, Size of Parking Spaces, to allow reduced-size parking spaces, including reduced-size handicap parking spaces, within portions of the site parking layout;*

2. *Relief from ULDC Section 95-075, Loading Zone NTE 30' from Building, to allow the loading zone to be located approximately 51 feet from the building in lieu of the maximum permitted 30-foot distance; and*
3. *Relief from ULDC Section 85-055.B.2, Additional Interior Open Space Requirement, to allow the building within Pod B-3 to have less than the required 40 percent of linear building frontage planted with shrubs.*

The requested waivers are necessary to accommodate the operational and site planning requirements associated with the proposed restaurant and drive-thru use while maintaining safe and efficient vehicular and pedestrian circulation within the Groves Town Center PUD. Site-specific constraints, including drive-thru queuing requirements, shared access and cross-access circulation, internal circulation geometry, utility placement, and overall site functionality, limit the ability to fully comply with certain dimensional requirements while maintaining a cohesive and operationally efficient site layout.

Each waiver represents the minimum relief necessary to accommodate the proposed development while remaining consistent with the approved Conceptual Master Plan and the overall design intent of the Groves Town Center PUD. The proposed site design maintains compatibility with adjacent development, preserves coordinated internal circulation and access management, and supports the Town's planning objectives for integrated mixed-use development within the Town Center.

Collectively, the requested waivers will not adversely affect public health, safety, or welfare and remain consistent with the intent and purpose of the ULDC and the approved PUD framework.

Known ULDC Deviations & Waivers/Variances Requests

- **(**Waiver Request-W1) **Size of Parking Spaces –** Code Section 95-025
  - **Requirement:** Standard Space: Stall Width – 11' / Stall Length – 22.5' & Handicap Space: Stall Width – 14' / Stall Length – 22.5'
  - **From:** Code Section 95-025
  - **To:** Reduced size parking stalls (11'x20') at north and east parking rows in the property, along with reduced size handicap spaces (14'x20') at the east parking row in the property.
  - **Justification:** The proposed reduced-size parking stall dimensions are consistent with previously approved site plans for adjacent developments, including the Dental Office (Resolution 2021-19) and the Home2 Suites Hotel (Resolution 2025-06), both of which utilize reduced-size stalls. The request supports coordinated site planning within the Planned Unit Development (PUD) by facilitating efficient internal circulation, preserving cross-access connectivity between adjacent parcels, and accommodating the site's operational constraints. Due to the minimum queuing requirements, required drive aisle widths, loading zone placement, and the need to maintain safe and efficient vehicular circulation, standard-size parking stalls cannot be reasonably accommodated throughout the site without adversely impacting overall site functionality and compliance with other ULDC requirements. Standard-size parking stalls (11' × 22.5') are provided along the south side of the property where feasible, while the proposed reduced-size parking stalls (11' × 20') and

reduced-size handicap parking spaces (14’x20’) allow for a more efficient site layout that maintains adequate circulation and supports the established development pattern within the PUD. The reduced-size handicap spaces continue to meet all applicable accessibility requirements while improving the overall functionality of the site and maximizing the efficient use of available space. The proposed waiver advances the Town's planning objectives by promoting coordinated access and circulation through shared driveways and cross-access connections, reducing unnecessary curb cuts, and improving overall traffic flow. Additionally, the site design preserves open space and landscaping opportunities while maintaining compliance with required buffering and tree preservation standards to the greatest extent practicable. The proposal is also consistent with the Comprehensive Plan and Town planning directives that encourage efficient land use, compatibility with adjacent development, and preservation of the rural character through thoughtful site design.

- **Statement of Public Benefits:** The requested waiver provides clear public benefits by improving internal circulation, reducing traffic conflicts, and enhancing connectivity between adjacent properties through coordinated access. The design minimizes unnecessary impervious impacts while maintaining required pervious area, supports safe and efficient vehicle movement, and aligns with established development patterns within the PUD. Additionally, the proposal promotes orderly development, reduces congestion along adjacent roadways, and ensures compatibility with surrounding uses, thereby supporting the public health, safety, and welfare and advancing the Town’s planning objectives.
- **Identification, protection and enhancement of natural areas:** The proposed reduced-size parking spaces minimize the overall paved footprint necessary to accommodate required parking, thereby reducing site disturbance and preserving natural and landscaped areas to the greatest extent practicable. By allowing for a more efficient site layout, the requested waiver supports the protection of existing natural features, minimizes unnecessary impacts to vegetation, and enhances opportunities for landscaping and open space consistent with the Town's environmental stewardship objectives.
- **Provision of open space and landscaping in excess of Code requirements:** The use of reduced-size parking spaces allows the site layout to preserve landscaped areas and maintain required buffering without expanding impervious coverage. By efficiently utilizing available space, the proposed design minimizes unnecessary impacts to open space while supporting the overall aesthetic character of the development.
- **Provision of pervious area in excess of Code requirements:** The reduced-size parking spaces contribute to a more efficient parking layout, reducing the overall impervious footprint that would otherwise be required with standard-sized spaces. This approach maximizes the amount of pervious area that can be retained on the site while still accommodating the parking demand associated with the proposed use.

- **Preservation of native vegetation:** The proposed reduced-size parking dimensions help minimize the overall development footprint and reduce the extent of site disturbance necessary to accommodate required parking. This design approach supports the preservation of existing vegetation to the greatest extent practicable and limits impacts to environmentally sensitive areas.
- **Joint use of driveways:** The requested waiver supports the coordinated circulation system established within the Planned Unit Development by allowing parking areas to be designed around existing shared access points and joint driveway arrangements. The reduced-size spaces facilitate efficient internal circulation while maintaining the functionality of shared driveways serving adjacent properties.
- **Cross-access opportunities:** The reduced-size parking configuration enables the preservation of cross-access connections with adjacent parcels by accommodating necessary parking while maintaining adequate drive aisle widths and circulation patterns. This promotes interconnected development and reduces reliance on external roadways for local trips between adjacent uses.
- **Additional specific Comprehensive Plan or other Town planning directives:** The requested waiver advances Comprehensive Plan objectives related to efficient land use, coordinated site planning, and interconnected circulation systems. The proposed reduced-size parking spaces support the intent of the Planned Unit Development by promoting shared access, preserving site functionality, reducing unnecessary impervious surfaces, and maintaining compatibility with adjacent developments that have previously received approval for similar parking configurations.

- **(**Waiver Request-W2) **Loading Zone NTE 30' from Building** – Code Section 95-075
  - **Requirement:** Loading zone not to exceed 30 Feet from Building.
  - **From:** Code Section 95-075
  - **To:** Proposed location of loading zone is 51.16 feet away from the building.
  - **Justification:** While Code **Section 95-075** requires the loading zone to be located within 30 feet of the building, the proposed location at 51.16 feet is necessitated by site-specific constraints and the operational needs of the development. The subject property functions as part of a Planned Unit Development (PUD) with shared access, cross-access circulation, and coordinated internal drive aisles. Relocating the loading zone closer to the building would conflict with required drive-thru queuing, internal circulation patterns, ADA-accessible parking, and pedestrian pathways, resulting in unsafe conditions and inefficient site operations. Additionally, pursuant to **Section 25-010.F.3**, dumpster enclosures must be located within side or rear yards, further limiting feasible placement options. The proposed loading zone location accommodates these requirements while maintaining appropriate separation from pedestrian areas and minimizing conflicts with vehicular circulation. The requested waiver represents the minimum relief necessary to achieve a safe and functional site layout and supports efficient traffic flow and operational efficiency within the PUD. The proposed waiver contributes to the implementation of Town planning objectives by enhancing coordinated site

design and shared circulation patterns, minimizing conflicts between vehicles and pedestrians, and supporting safe and efficient internal circulation. The site design maintains compliance with pervious area requirements and does not adversely impact natural areas or native vegetation, while continuing to provide appropriate landscaping and buffering consistent with Code requirements. The proposal is also consistent with the Comprehensive Plan and Town planning directives by promoting orderly development, compatibility with surrounding uses, and preservation of the Town's rural character through thoughtful and functional site planning.

- **Statement of Public Benefits:** The requested waiver provides public benefits by improving site safety and circulation, reducing potential conflicts between loading operations and customer traffic, and maintaining efficient internal traffic flow. The design supports coordinated access within the PUD, minimizes congestion, and ensures compliance with ADA accessibility and operational standards. Additionally, the proposal promotes orderly development and compatibility with adjacent properties, thereby supporting the public health, safety, and welfare and advancing the Town's planning objectives.
- **Identification, protection and enhancement of natural areas:** *Not applicable.* The requested loading zone waiver relates to the location of the loading area and does not result in additional impacts to natural areas beyond those associated with the approved site development.
- **Provision of open space and landscaping in excess of Code requirements:** The proposed loading zone location allows for a more efficient site layout that preserves additional open space and landscaping opportunities within the development. Relocating the loading zone closer to the building to comply with the 30-foot requirement would adversely affect internal circulation patterns, drive-through operations, and pedestrian pathways, potentially necessitate the reconfiguration of other site elements and reduce available landscaped areas. The proposed loading zone placement balances operational functionality with the preservation of open space and landscaping consistent with the overall design objectives of the Planned Unit Development (PUD).
- **Provision of pervious area in excess of Code requirements:** The proposed loading zone location allows for a more efficient site layout that minimizes the extent of impervious surfaces required to support site operations. Relocating the loading zone to comply with the 30-foot separation requirement would necessitate modifications to the existing site configuration, potentially increasing paved areas and reducing available pervious surfaces. The proposed design maintains operational functionality while preserving pervious areas to the greatest extent practicable, consistent with the Town's objectives of promoting efficient land use and minimizing unnecessary site impacts.
- **Preservation of native vegetation:** The proposed loading zone location minimizes the need for modifications to the approved site layout, thereby avoiding unnecessary disturbance to landscaped areas and vegetation that would otherwise be impacted if the loading zone were relocated to a Code-compliant location.

- **Joint use of driveways:** The requested loading zone location supports the coordinated circulation system established within the Planned Unit Development (PUD) by avoiding conflicts with shared drive aisles and maintaining the functionality of joint access arrangements serving adjacent properties.
- **Cross-access opportunities:** The proposed loading zone placement preserves established cross-access connections within the PUD by maintaining adequate internal circulation patterns and preventing conflicts between loading activities and vehicles utilizing shared access routes between adjacent parcels.
- **Additional specific Comprehensive Plan or other Town planning directives:** The requested waiver supports the Comprehensive Plan objectives related to coordinated site planning, efficient circulation, and compatibility with surrounding development. By accommodating operational needs while maintaining safe pedestrian and vehicular circulation, the proposed loading zone location advances the intent of the PUD and promotes orderly development consistent with the Town's planning objectives.

- **(**Waiver Request-W3) **Additional Interior open space requirements** – Code Section 85-055.B.2.
  - **Requirement:** A minimum of 40 percent of the lineal frontage of the structure shall be planted with shrubs at a minimum of two and one-half feet in height.
  - **From:** Code Section 85-055.B.2.
  - **To:** Proposed foundation planting covers approximately 35% of lineal frontage of the north building elevation.
  - **Justification:** The proposed development requests approval to allow less than the required 40 percent of linear frontage along the north building elevation to be planted with shrubs, as required by Section **85-055.B.2**. The proposed foundation planting provides approximately 35 percent coverage along this façade. The reduction is due to site-specific constraints, including required building egress, the prototypical layout of entrances and exits, and the presence of adjacent sidewalks, which limit the available planting area. The request represents the minimum relief necessary to accommodate a functional and code-compliant site layout while maintaining safe pedestrian access and building operations. The south building elevation meets the foundation planting requirement, and additional landscaping is provided throughout the site in accordance with ULDC standards. The overall landscape design remains consistent with the intent of the Code by enhancing visual quality, maintaining compatibility with surrounding uses, and supporting safe and efficient site circulation. The proposed waiver contributes to the implementation of Town planning objectives by maintaining and enhancing landscaping throughout the site, while preserving required pervious areas and not adversely impacting natural areas or native vegetation. The design supports coordinated pedestrian and vehicular circulation within the PUD, ensuring safe access and connectivity while accommodating site constraints. The proposal is consistent with the Comprehensive Plan and Town planning directives by promoting compatibility

with surrounding development and preserving the Town's rural character through thoughtful landscape design and material selection.

- **Statement of Public Benefits:** The requested waiver provides public benefits by allowing for safe pedestrian circulation, proper building access, and a functional site layout while still maintaining a high-quality landscape design. The proposal enhances the visual areas and of the development, preserves required open space and pervious areas, and ensures compatibility with surrounding properties. Additionally, the design supports efficient site circulation and pedestrian safety, thereby promoting the public health, safety, and welfare and advancing the Town's planning objectives.
- **Identification, protection and enhancement of natural areas:** *Not applicable.* The requested waiver pertains to a reduction in the amount of required foundation planting along a portion of the building façade due to site-specific constraints and does not involve the identification, protection, or enhancement of natural areas.
- **Provision of open space and landscaping in excess of Code requirements:** *Not applicable.* The requested waiver seeks relief from a portion of the required foundation planting standards and does not provide open space or landscaping in excess of Code requirements. However, the overall landscape plan remains compliant with applicable ULDC landscaping requirements.
- **Provision of pervious area in excess of Code requirements:** *Not applicable.* The requested waiver does not increase the amount of pervious area provided on the site beyond the minimum Code requirements. The site design continues to comply with all applicable pervious area requirements.
- **Preservation of native vegetation:** *Not applicable.* The requested waiver relates solely to foundation planting requirements adjacent to the proposed building and does not involve the preservation of native vegetation beyond that otherwise required by the approved landscape plan.
- **Joint use of driveways:** *Not applicable.* The requested waiver pertains solely to foundation planting requirements and does not involve driveway access or shared driveway arrangements.
- **Cross-access opportunities:** *Not applicable.* The proposed waiver does not affect existing cross-access connections or circulation patterns between adjacent properties.
- **Additional specific Comprehensive Plan or other Town planning directives:** The requested waiver remains consistent with the Comprehensive Plan and Town planning directives by supporting high-quality site design, compatibility with surrounding development, and efficient land use. The reduced foundation planting coverage is limited to the north building elevation where site constraints exist, while the overall landscape design maintains the intent of the Code and contributes to preserving the Town's rural character through thoughtful site planning and landscaping.

- **(**Variance Request-V1) **Size of Drive-Thru Menu Board.**
  - **Requirement:** Drive-thru's, multi-tenant buildings, and accessory structures of 1,000 square feet or greater are permitted one secondary

monument or panel sign with a maximum face area of no greater than 12 square feet. The sign structure shall be no higher or wider than five feet. All secondary signs, unless a menu sign or directory sign, shall be consistent in design with the primary sign on site. All secondary signage shall be located within 40 feet from the accessory structure and setback at least 20 feet from all property lines.

- **From:** Section 90-040.B.5.a.
- **To:** The proposed drive-thru menu board includes a maximum height of 5'-4 1/2", a maximum width of 7'-3 3/4", and a maximum face area of 29.02 square feet in each drive-thru lane, exceeding the allowable sign dimensions specified by the Code. The proposed signage complies with all applicable setback requirements.
- **Justification:** The proposed development includes a dual-lane drive-thru facility that requires menu boards of sufficient size to ensure visibility, readability, and safe operation for customers utilizing the drive-thru. The increased sign dimensions are necessary to accommodate menu content, pricing information, promotional materials, and ordering interface components in a clear and legible format, consistent with current industry standards and accessibility considerations. Strict application of the Code would require a substantially smaller menu board, reducing legibility and potentially impacting the efficiency and safety of the ordering process by increasing decision-making time and driver distraction. The proposed menu board dimensions represent the minimum relief necessary to provide an effective customer experience while supporting the operational needs of the drive-thru use. Furthermore, the menu boards are located internally within the site, comply with all applicable setback requirements, and are not anticipated to adversely impact adjacent properties or the public health, safety, and welfare. The requested variance is consistent with the intended function of a modern drive-thru facility and will not alter the essential character of the surrounding area.

- **(**Variance Request-V2) **Types of Signs.**
  - **Requirement:** Section 90-040.B (Commercial Low (CL) zoning) does not explicitly identify or permit certain operational sign types required for drive-thru facilities, including order confirmation units, directional/wayfinding signage, clearance signage, drive-thru waiting (DW) signs, and online pickup (OP) signs.
  - **From:** Article 90 – Signs.
  - **To:** To allow additional operational sign types necessary for the functionality of the drive-thru facility, including OCU canopy signs, drive-

thru wayfinding signage, clearance signs, drive-thru waiting (DW) signs, and online pickup (OP) signs, as shown on the proposed sign plan.

- **Justification:** The proposed development includes a modern drive-thru facility that requires a variety of operational sign types to support safe and efficient vehicular circulation, order processing, and customer wayfinding. These signs serve specific functional purposes, including directing vehicles, confirming orders, identifying clearance restrictions, and designating pickup and waiting areas. Such signage is standard for contemporary quick-service restaurant operations but is not explicitly addressed in the Code. Strict application of the Code would prohibit necessary operational signage, resulting in confusion, potential safety concerns, and inefficient site circulation. The proposed signage is limited to what is required for functionality, does not create visual clutter, and represents the minimum relief necessary to support safe and efficient drive-thru operations without granting a special privilege.

- **(**Variance Request-V3) **Number of Drive-Thru Signs.**
  - **Requirement:** Article 90 – Signs. Section 90-040.B (Commercial Low (CL) zoning) does not explicitly identify or establish the allowable number of operational drive-thru sign types, including order confirmation units, directional/wayfinding signage, clearance signage, drive-thru waiting (DW) signs, and online pickup (OP) signs required for modern drive-thru facilities.
  - **From**: Article 90 – Signs and Section 90-040.B.
  - **To:** To allow the number of drive-thru signs as shown on the proposed sign plan, including menu boards, order confirmation units (OCUs), directional/wayfinding signage, clearance signage, drive-thru waiting (DW) signs, and online pickup (OP) signs necessary to support dual-lane drive-thru operations.
  - **Justification:** The proposed development includes a dual-lane drive-thru configuration, which requires multiple signs to ensure safe, clear, and efficient operation. Each sign serves a distinct functional purpose, including order placement, confirmation, vehicle guidance, clearance identification, and pickup coordination. Limiting the site to a single secondary sign would prevent adequate communication to customers, resulting in confusion, unsafe circulation patterns, and operational inefficiencies inconsistent with modern quick-service restaurant standards. The proposed number of signs is limited to those necessary to support the intended use, does not create excessive visual clutter, and represents the minimum relief required to

ensure safe and functional drive-thru operations without granting a special privilege.

Operational Details

The proposed Panda Express will operate as a fast-casual restaurant offering indoor dining, takeout, and drive-thru service. Typical hours of operation are expected to be from 10:30 a.m. to 10:00 p.m., seven days per week. The restaurant is expected to employ approximately 20 to 25 staff members, with up to 8-10 employees on site during peak operating periods. Deliveries are anticipated to occur during off-peak hours to minimize impacts on site circulation and adjacent uses. The drive-thru lanes have been designed to accommodate adequate vehicle queuing in accordance with ULDC **Section 95-085**. A dual-lane drive-thru configuration is proposed and provides queuing capacity in excess of the minimum Code requirements. The Queuing Analysis prepared by CPH demonstrates that the proposed configuration and number of queuing spaces are sufficient to accommodate anticipated peak demand without causing operational conflicts within the site or adverse impacts to internal circulation or surrounding roadways.

On-site parking has been designed to meet the minimum parking requirements of the Unified Land Development Code. A Parking Analysis prepared by CPH confirms that the total number of parking spaces provided is adequate to serve the proposed use based on industry standards and projected demand. Reduced-size parking spaces, including both standard spaces and handicap spaces, are provided in limited areas of the site where necessary due to site constraints and shared access requirements within the Planned Unit Development, and such spaces are consistent with adjacent approved developments and do not adversely affect site functionality or circulation. Pedestrian circulation and connectivity have been prioritized as part of the site design. A pedestrian-accessible sidewalk connection is provided from Southern Boulevard through the site and connects to the adjacent Dental Office parcel, leading to Avocado Avenue with the implementation of a tri-rail fence, thereby establishing continuous pedestrian connectivity between Southern Boulevard and Avocado Avenue. Additionally, pedestrian connections are provided between adjacent commercial parcels within Pod B, supporting coordinated access, walkability, and internal connectivity consistent with the Groves Town Center PUD framework.

While the restaurant includes a drive-thru component, Panda Express's typical customer base consists of approximately 45 percent drive-thru and 55 percent dine-in patrons, supporting a balanced mix of service modes consistent with the Town's objective of encouraging destination-style, pedestrian-oriented development within the Groves Town Center. Overall, the proposed operational characteristics, parking supply, drive-thru configuration, and pedestrian connectivity are designed to function safely and efficiently, support anticipated demand, and maintain compatibility with adjacent uses and the internal circulation network of the Groves Town Center.

Compatibility with Surrounding Uses

The subject site is located at the northeast corner of Southern Boulevard and B Road, within Pod B of the Groves Town Center PUD. The parcel is designated for commercial use under the approved PUD Master Plan adopted by Ordinance 2024-10 and

is situated internally, adjacent to existing and developing commercial uses. Surrounding parcels include a Dental Office directly to the east and a Culver's restaurant with drive-through to the west, along with other quick-service restaurants and retail establishments within close proximity. The proposed Panda Express is consistent in both scale and function with these neighboring uses and supports the Town Center's intended mix of pedestrian-accessible, service-oriented development. The site layout has been designed to ensure coordinated vehicular circulation, promote safe and logical site access, especially from Southern Boulevard to Avocado Avenue, as well as access between Culver's and the Dental Office, and reinforce the established commercial character of the corridor. Overall, the proposed development is compatible with the surrounding uses and advances the Town's vision for the buildout of the Groves Town Center.

Architectural Narrative

An effort was made to ensure the proposed building aligns with the Rural Vista Design Guidelines of the Town of Loxahatchee Groves. Revisions to several architectural elements were implemented to better reflect the character and intent of the surrounding rural aesthetic. One enhancement is the use of metal standing seam roof on all sides, consistent with neighboring establishments in Town of Loxahatchee Groves. The roof is a mansard shape with a full hip roof over the entry element. The mansard roof fully screens the roof top units from view for occupants of the site or the adjacent right of ways.

In addition, a lighter-toned stone material is being incorporated into the building façade, replacing the previously darker selection. This modification softens the overall appearance of the structure by aligning with the rural palette encouraged in the guidelines and allowing the building to blend more naturally into its setting. The incorporation of stone as a base material for the façade also further supports compliance with the guidelines for material use.

To reinforce the rural character, a horizontal texturing pattern is applied to the EIFS (Exterior Insulation and Finish System) on the flat wall surfaces to simulate the appearance of traditional wood siding. Composite decking is proposed at the entry area to provide the visual warmth of wood while minimizing long-term maintenance requirements.

Furthermore, the swoop element that features heavily in the store's typical branding has been removed to align with the Rural Vista Guidelines. The building's design to break up roofs and create a dynamic roofline was maintained. This approach aligns with the guidelines for building roofs, which encourages variation in rooflines to reduce visual massing and promote architectural interest. The raised seam metal roof brings an architectural feature commonly seen in other buildings throughout Loxahatchee Groves (seen in several of the example images). This further supports visual consistency with the surrounding area; while also helping maintain a visual and cultural connection to the established design identity of Panda Express, reflecting its brand heritage while thoughtfully integrated into the character of Loxahatchee Groves.

The accent band, which is elevated at exactly 10 feet above grade, breaks up the flat wall around the building. Awning elements have been added over the windows, and dividers have been added to the glazing to match the preferred scale and orientation of windows per "Windows". Windows and walls have been divided to be oriented with the

vertical side longer than the horizontal side. Windows are 36" above the grade. Adjacent windows provide a clear separation, and trim is provided around all windows and doors.

While the site does not have room for an occupied porch area, a wood railing has been added to mimic the look of a porch area at the entryway.

The proposed modifications thoughtfully incorporate key architectural elements that reflect the intent and spirit of the guidelines, blending with the character within Groves Town Center. These adjustments aim to achieve visual harmony with the surrounding rural context and demonstrate a clear effort to align the design with the community's character and expectations.

Design Minimizes Adverse Impact

The design of the proposed Panda Express has been carefully developed to minimize potential adverse impacts on adjacent properties and ensure compatibility with the surrounding development within Pod B of the Groves Town Center. The site incorporates required perimeter landscape buffers and screening elements to ensure appropriate separation from nearby parcels. Architectural elements have been designed to reflect the intent of the Rural Vista Design Guidelines and to respond to input received from Town officials and community stakeholders.

Traffic and noise impacts have also been carefully considered. A trip generation analysis, conducted using Palm Beach County standards and ITE 11th Edition trip generation rates, concluded that the trips associated with the proposed Panda Express do not exceed the approved trip thresholds for the Groves Town Center project. Therefore, no adverse impact is anticipated to the roadway network, and the requirements of the Traffic Performance Standards have been met. Drive-through speaker boxes are oriented away from sensitive areas and positioned to minimize noise impact, while the internal circulation pattern accommodates proper queuing. Taken together, these measures demonstrate the applicant's intent to create a context-sensitive, compatible development that serves the community and upholds the Town's planning principles.

Design Minimizes Environmental Impact

The proposed development is located outside the wellfield protection area and lies within FEMA Flood Zone AE, which indicates potential flooding during a 100-year storm event. To mitigate environmental impacts associated with development, the site has been designed with sustainable practices that include the collection and conveyance of onsite stormwater runoff through a proposed system of drainage inlets and underground storm piping, which ultimately discharges into the master stormwater management facility serving the Groves Town Center. In compliance with the Town's Land Development Code, noting that the north landscape buffer is Code compliant due to the PUD internal lot provisions, landscape buffers will be installed to provide appropriate screening from adjacent properties, and all tree removals will be mitigated through replacement in accordance with code requirements, subject to approval by the Town Council. The site will also include new landscape materials in compliance with applicable code standards to enhance visual quality and support environmental goals, including the addition of a landscape berm that runs along Southern Boulevard to maintain consistency between the adjacent developments. As the development occurs on previously agricultural land within

a commercial master-planned development, the proposed project represents a transition to more sustainable urban development with appropriate measures taken to minimize adverse environmental impacts.

Development Patterns

The proposed site plan has been designed in a logical and coordinated manner consistent with the development framework established by the Groves Town Center PUD Master Plan. The Panda Express parcel is designated for commercial use within the approved Pod B and aligns with surrounding commercial developments, including the adjacent Culver's restaurant and Dental Office. The layout provides appropriate vehicular access via B Road and Avocado Ave with internal circulation that connects to adjacent parcels through a cross-access easement, facilitating coordinated movement between properties. The site also includes pedestrian connectivity, landscape buffers, and sufficient parking in accordance with ULDC requirements, including integration of drive-through queuing that supports operational efficiency without creating off-site impacts. Landscape areas, drainage facilities, loading spaces, and utility connections have been strategically located to support an orderly pattern of development. The proposed improvements are consistent with the Town's vision for infill development, enhancing access to commercial services within a walkable mixed-use environment while ensuring compatibility with adjacent and future uses within the PUD.

Adequate Public Facilities

The proposed development is located within the Groves Town Center, a master planned development with existing infrastructure and utility availability. The site is already served by essential public facilities including potable water, sanitary sewer, electricity, natural gas, roadway access, and waste hauling. Coastal Waste & Recycling, FPL, ATT, Palm Beach County Water Utilities, and Florida Public Utilities confirmed the capacity to serve the property. Coastal Waste & Recycling has been confirmed as the exclusive service provider for the Town on November 4, 2025. Confirmation received included a verification that the required container size can be accommodated within the proposed dumpster enclosure. Palm Beach County Water Utilities Department has been confirmed as the service provider of the property on February 13, 2025 and the utility representative confirmed the nearest point of connection to potable water is an 8" water main and an 8" sanitary sewer gravity main adjacent to the subject property. AT&T was confirmed as the service provider on August 22, 2024, and any service arrangements for the subject property will be subject to later agreements at a later stage of development. On February 6, 2025, Florida Public Utilities was confirmed as the service provider for the property and natural gas supply was confirmed to be in the vicinity of the proposed site. Finally, confirmation to serve by Florida Power & Light was provided to the Applicant on February 10, 2025, and preliminary analysis of the service request indicated that a line extension will be required. These services are available at the property boundary and are sufficient to accommodate the proposed commercial use without the need for major off-site improvements or extensions. Coordination with utility providers has been initiated to ensure timely service connection and compliance with applicable standards. As such, the

project meets the Town's requirements for adequate public facilities and can be supported by existing infrastructure systems in place for the overall PUD.

Compatibility Mitigation Measures

Mitigation Measures:

Town of Loxahatchee Groves Unified Land Development Code – Part V Article 155 Section 155-010.Z

(Z) Additional documentation for non-residential site plans. An applicant for site plan approval for a non-residential use shall provide written documentation with the application demonstrating the specific measures that will be taken to prevent or minimize impacts upon adjacent residential plots within 250 feet of a boundary of the site plan. These impacts include the effects of excessive noise, objectionable odors, visible emissions, particulate matter (including dust, smoke, soot, and aerosols), solid wastes, hazardous wastes, fire and explosion. Specific measures include but are not limited to the provision of setbacks, buffers, landscaping, fencing, walls, and/or other measures as required by the ULDC.

The proposed Panda Express is located within the Groves Town Center PUD and is surrounded by commercially designated parcels, with no adjacent residential properties within 250 feet of the project boundary. As such, the site does not trigger the applicability of mitigation measures outlined in ULDC Part V, Article 155, Section 155-010.Z. Nevertheless, the site has been designed with thoughtful consideration toward minimizing potential off-site impacts. This includes maintaining appropriate setbacks, incorporating landscaping buffers where feasible, and orienting the building and drive-through circulation to direct noise and activity inward toward the site. The design approach ensures compatibility with existing and planned uses within the Town Center while aligning with the Town's broader goals of encouraging quality development that does not negatively impact surrounding properties.

Drainage & Floodplain Development Statement

Panda Restaurant Group, Inc. proposes the construction of a new fast-food/casual Restaurant with a drive-through at the site located on the northeast corner of Southern Boulevard and B Road, Loxahatchee Groves, FL. Onsite stormwater run-off will be collected via proposed drainage inlets and storm pipe system to be fully capable of handling all design stormwater events on-site within an exfiltration trench drainage system. To provide an additional level of redundancy, a connection to the master drainage system has been proposed to allow excess stormwater to leave the site as needed. Included in the submittal package is a copy of the drainage calculations for Pod B, and subject parcel, along with an accompanying drainage report, a master Environmental Resource Permit (ERP) for Pod B as part of the master development, and a FEMA Flood Panel. The proposed construction and overall site is outside the wellfield protection area. The area is subject to flooding during the 100-year storm event due to its location within a FEMA Flood Zone designation of AE. With the Flood Zone Elevation Designation of 14.9, the proposed grading including a Finished Floor Elevation of 20.0 provides a site that is outside of the flood zone.

CIVIL PLANS

D34763, STORE: 5056
SOUTHERN BLVD & AVOCADO AVE
LOXAHATCHEE GROVES, FL, 33470
SECTION 31-TOWNSHIP 43 SOUTH-RANGE 41 EAST

PREPARED BY:

cph
www.cphcorp.com
A Full Service A & E Firm

Plans Prepared By:
CPH CONSULTING, LLC
1992 SW 1ST STREET
MIAMI, FL 33135
PH: (305) 274-4805
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Lndscp. Lic. No. LC0000298

PREPARED FOR:

PANDA EXPRESS, INC.
1683 WALNUT GROVE AVE.
ROSEMEAD, CALIFORNIA 91770
PHONE: 626.799.9898
FAX: 626.372.8288

SHEET INDEX

SHEET NUMBER	SHEET TITLE	03.01.2025 - SUBMITTAL	08.01.2025 - SUBMITTAL	11.04.2025 - SUBMITTAL	04.01.2026 - SUBMITTAL	06.05.2026 - SUBMITTAL	
C01.0	COVER	●	●	●	●	●	
C01.1	GENERAL NOTES	●	●	●	●	●	
C01.2	GENERAL NOTES	●	●	●	●	●	
V0.1	BOUNDARY AND TOPOGRAPHIC SURVEY	●	●	●	●	●	
V1.1	BOUNDARY AND TOPOGRAPHIC SURVEY	●	●	●	●	●	
C02.0	DEMOLITION PLAN	●	●	●	●	●	
C03.0	SITE PLAN	●	●	●	●	●	
C03.1	SUPPLEMENTAL SITE PLAN		●	●	●	●	
C03.2	TRUCK TURNING - DELIVERY		●	●	●	●	
C03.3	TRUCK TURNING - FIRE		●	●	●	●	
C03.4	TRUCK TURNING - GARBAGE		●	●	●	●	
C03.5	HARDSCAPE DETAILS I	●	●	●	●	●	
C03.6	HARDSCAPE DETAILS II	●	●	●	●	●	
C03.7	HARDSCAPE DETAILS III		●	●	●	●	
C04.0	UTILITY PLAN		●	●	●	●	
C04.1	PBC WATER UTILITIES DETAILS	●	●	●	●	●	
C04.2	PBC WATER UTILITIES DETAILS	●	●	●	●	●	
C04.3	PBC WATER UTILITIES DETAILS	●	●	●	●	●	
C04.4	PBC WATER UTILITIES DETAILS	●	●	●	●	●	
C04.5	PBC WATER UTILITIES DETAILS	●	●	●	●	●	
C04.6	PBC WATER UTILITIES DETAILS	●	●	●	●	●	
C05.0	GRADING & DRAINAGE PLAN	●	●	●	●	●	
C06.0	SWPP PLAN	●	●	●	●	●	
C06.1	SWPP NOTES	●	●	●	●	●	
TR1.0	TREE REMOVAL PLAN	●	●	●	●	●	
L1.0	LANDSCAPE PLAN	●	●	●	●	●	
L5.0	LANDSCAPE NOTES & DETAILS	●	●	●	●	●	
IR1.0	IRRIGATION PLAN	●	●	●	●	●	
IR5.0	IRRIGATION NOTES & DETAILS	●	●	●	●	●	
IR5.1	IRRIGATION SPECIFICATIONS	●	●	●	●	●	
E106	PHOTOMETRIC PLAN		●	●	●	●	
A000	ARCHITECTURAL FLOOR PLANS		●	●	●		
A001	ARCHITECTURAL ROOF PLAN		●	●	●		
A002	TRASH ENCLOSURE DETAILS		●	●	●		
A020	ARCHITECTURAL ELEVATIONS		●	●	●		
A021	ARCHITECTURAL ELEVATIONS		●	●	●		
A110	FURNITURE PLAN				●		

Legal Description: (PER COMMITMENT FOR TITLE INSURANCE BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 11873018, EFFECTIVE DATE JULY 2, 2024, AT 8:00 A.M., REVISION 1 OCTOBER 28, 2024)

TRACT POD - B-1, GROVES TOWN CENTER PUD AMENDMENT NO. 1, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 132, PAGE(S) 134, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT LB3 GROVES TOWN CENTER PUD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 128, PAGE 66, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 88°26'46" EAST ALONG THE SOUTH LINE OF TRACT LB4, ALSO BEING THE SOUTH LINE OF TRACTS AE, POD-2 AND POD B-1, OF THE AFORESAID GROVES TOWN CENTER PUD AMENDMENT NO. 1 (ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD) 423.71 TO THE POINT OF BEGINNING.

THENCE NORTH 01°33'14" EAST 348.33 FEET TO THE NORTH LINE OF POD B-1; THENCE SOUTH 88°26'46" EAST ALONG SAID NORTH LINE OF POD B-1, 117.84 FEET; SOUTH 01°33'14" WEST 348.33 FEET TO THE SOUTH LINE OF POD B-1; THENCE NORTH 88°26'46" WEST ALONG THE SOUTH LINE OF POD B-1 (AND NORTH RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD) 117.84 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF LOXAHATCHEE GROVES, PALM BEACH COUNTY, FLORIDA.

Project Description:

PROPOSED CONSTRUCTION OF A NEW APPROXIMATELY 2,700 SQUARE FOOT RESTAURANT WITH A DRIVE THRU AT THE SITE LOCATED ON THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND B ROAD, LOXAHATCHEE GROVES, FL. SITE IS ABOUT 0.94 ACRES (41,047.21 SF) UNDER JURISDICTION OF TOWN OF LOXAHATCHEE GROVES . THIS SITE IS A MULTIPLE USE PLANNED DEVELOPMENT WHICH IS IN THE COMMERCIAL LOW DISTRICT. VEHICULAR AND PEDESTRIAN ACCESS IS PROVIDED FROM AVOCADO AVE.

PROJECT CONTACTS

CURRENT OWNER
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GAS
FLORIDA PUBLIC UTILITIES
SOUTH FLORIDA
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TELEPHONE COMPANY
XFINITY BY COMCAST
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DEVELOPER
URBAN DESIGN STUDIO
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CIVIL ENGINEER
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248 C RD, LOXAHATCHEE GROVES, FL
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CUSTOMERCARE@PBCWATER.COM

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CPH CONSULTING, LLC
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MUNICIPAL WATER AGENCY
PALM BEACH COUNTY WATER UTILITIES
DEPARTMENT
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PHONE: (561) 493-6000
CUSTOMERCARE@PBCWATER.COM

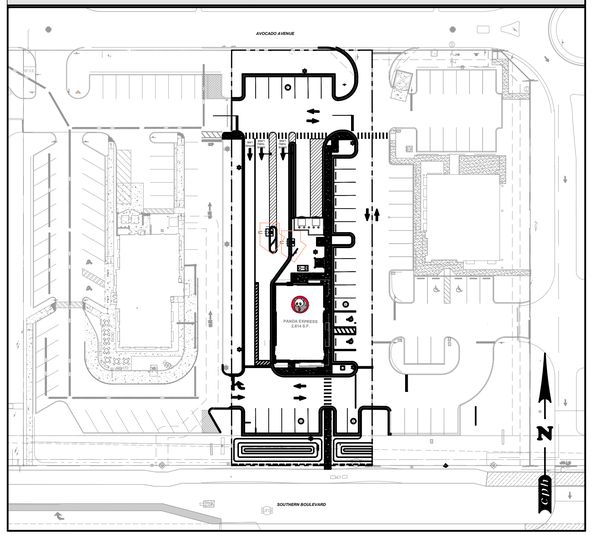
SIGNAGE
AGI
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412 N. CEDAR BLUFF ROAD
KNOXVILLE, TN 37923
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JMORTENSON@AGI.NET

TRAFFIC ENGINEER
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601 HERITAGE DRIVE, SUITE 493
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PHONE: (561) 296-9698
RMULCAHY@PINDERTROUTMAN.COM

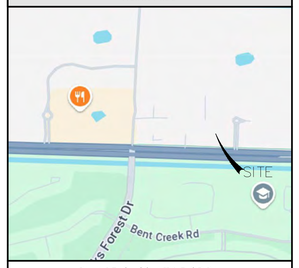
ELECTRIC
FLORIDA POWER & LIGHT
700 UNIVERSE BLVD
JUNO BEACH, FL 33408
PHONE: (561) 694-4000
ATTN.: KRYSTAL SUNDAR
KRYSTAL.SUNDAR@FPL.COM

FIRE
PALM BEACH COUNTY FIRE RESCUE
ATTN: HERMAN W. BRICE, FIRE CHIEF
PHONE: (561) 616-7030
FIRE-MARSHAL@PBCGOV.ORG

OVERALL SITE PLAN



VICINITY MAP



PALM BEACH COUNTY, FLORIDA
1"=1,000'

LOCATION MAP



LOXAHATCHEE GROVES, FLORIDA
1"=500'

24 HOUR CONTACT:
PANDA PM

GRANT BUMGARDNER
(727) 219-7380

Always call 811 two full business days before you dig
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www.sunshine811.com

APPROVAL AGENCIES

WATER MANAGEMENT DISTRICT
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
2301 MCGREGOR BLVD.
FORT MYERS, FL 33901
PHONE: (239) 338-2929

TOWN OF LOXAHATCHEE GROVES
PLANNING AND ZONING DEPARTMENT
155 F ROAD
LOXAHATCHEE GROVES, FL 33470
PHONE: (561) 249-2641

FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT: DISTRICT 4
ROYA EDWARDS
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FORT LAUDERDALE, FL 33309
PHONE: (954) 777-4363
D4ACCESSMANAGEMENT@DOT.STATE.FL.US

PALM BEACH COUNTY LAND DEVELOPMENT DIVISION
2300 NORTH JOG ROAD 3RD FLOOR
WEST PALM BEACH, FL
PHONE: (561) 684-4090

PANDA EXPRESS STANDARD NOTES

1. THE GEOTECHNICAL INVESTIGATION PREPARED BY BY ECS FLORIDA, LLC DATED OCTOBER 10, 2025 AND ANY SUBSEQUENT ADDENDUMS IS CONSIDERED PART OF THE CONTRACT DOCUMENTS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE THE REPORT'S RECOMMENDATIONS AND FINDINGS WITH THE OWNER, ENGINEER AND ARCHITECT PRIOR TO CONSTRUCTION. IMPLEMENTATION OF THE REPORT'S RECOMMENDATIONS MAY REQUIRE THE CONTRACTOR TO PERFORM ADDITIONAL WORK NOT SHOWN ON THE CIVIL PLANS INCLUDING BUT NOT LIMITED TO EXCAVATION, REMEDIATION, DEWATERING, COMPACTION ETC.
2. CONTRACTOR SHALL COORDINATE AND VERIFY LOCATION OF ALL SIGNAGE WITH OWNER PRIOR TO CONSTRUCTION.
3. CONTRACTOR SHALL COORDINATE AND ADJUST LOCATION OF LOOP DETECTORS TO AVOID UTILITY CONFLICTS PRIOR TO CONSTRUCTION.
4. CONTRACTOR SHALL ENSURE 100% COVERAGE OF ALL LANDSCAPED AREAS WITHIN LIMITS OF WORK, INCLUDING POTENTIAL OFFSITE AREAS. COVERAGE SHALL INCLUDE BOTH LANDSCAPING AND IRRIGATION.

NOTICE
THE SIZE OF THESE PLANS MAY HAVE BEEN SLIGHTLY ALTERED BY REPRODUCTION PROCESSES, THIS MUST BE CONSIDERED WHEN SCALING ANY REPRODUCED PLANS FOR THE PURPOSE OF COLLECTING DATA.

VERTICAL DATUM: NAVD 1988

PANDA EXPRESS, INC.
1683 Walnut Grove Ave.
Rosemead, California
91770
Telephone: 626.799.9898
Facsimile: 626.372.8288

All ideas, designs, arrangement and plans indicated or represented by this drawing are the property of Panda Express Inc. and were created for use on this specific project. None of these ideas, designs, arrangements or plans may be used by or disclosed to any person, firm, or corporation without the written permission of Panda Express Inc.

REVISIONS:

ISSUE DATE:

03/01/25	DRC SUBMITTAL SET
08/01/25	DRC RE-SUBMITTAL SET
11/04/25	DRC RE-SUBMITTAL SET
04/01/26	DRC RE-SUBMITTAL SET
06/05/26	DRC RE-SUBMITTAL SET

DRAWN BY: L. YOUNG

PANDA PROJECT #: D34763
PANDA STORE #: 5056
CIVIL PROJECT #: P73115

cph
www.cphcorp.com
A Full Service A & E Firm

Plans Prepared By:
CPH CONSULTING, LLC
State of Florida Licenses:
Engineer No. 3215
Surveyor No. LB7143
Architect. No. AA26000926
Landscape No. LC0000298
500 West Fulton Street
Sanford, FL 32771
PH: 407.322.6841

Jason L. James, State of Florida, Professional Engineer, License No. 76936 This item has been digitally signed and sealed by Jason L. James, P.E. on the date indicated here. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies

JASON LEOPOLD JAMES
LICENSE
No. 76936
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

JASON L. JAMES, P.E.
FL. P.E. No. 76936
06/11/2026

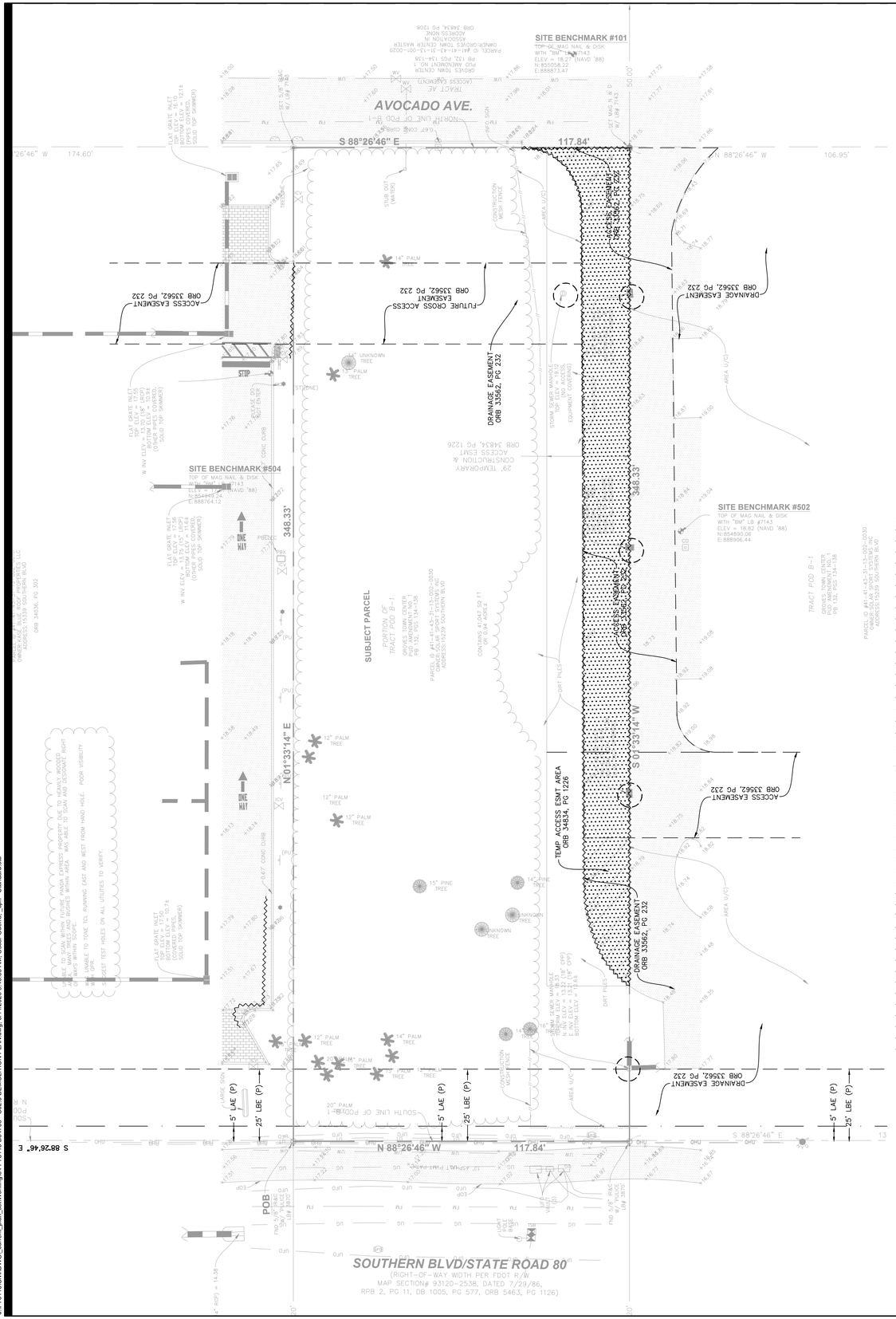
PANDA EXPRESS

SOUTHERN BLVD & AVOCADO AVE
LOXAHATCHEE GROVES, FL 33470

COVER
C01.0

D34763

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DEMOLITION LEGEND

- PAVEMENT TO BE SAW CUT AND REMOVED
- CURB TO BE SAW CUT AND REMOVED
- CONTRACTOR TO PROTECT AND SAVE

N

20 0 20 40

Graphic Scale in Feet

Line Legend:

NOT TO SCALE

- 1 FOOT CONTOURS
- 5 FOOT CONTOURS
- ADJOINER PROPERTY LINES
- BARBED WIRE FENCE
- BROKEN LINE
- UC — BURIED CABLE
- UCTV — BURIED CABLE TELEVISION
- UE — BURIED ELECTRIC
- UFO — BURIED FIBER OPTICS
- GAS — BURIED GAS
- URW — BURIED RECLAIMED WATER LINE
- SAN — BURIED SANITARY LINES
- FM — BURIED SANITARY SEWER FORCE MAIN LINE
- TC — BURIED TRAFFIC CONTROL
- UT — BURIED TELEPHONE LINE
- UW — BURIED WATER LINES
- CENTER LINE R/W
- CHAIN LINK FENCE
- EASEMENT LINES (EXISTING)
- EASEMENT LINES (PROPOSED)
- EDW — EDGE OF WATER LINES
- EXISTING DRAINAGE PIPES
- EXISTING DRAINAGE PIPES (TERMINUS & ANGLE UNKNOWN)
- FW — FIRE WATER MAIN LINES
- HW — HOT WATER SUPPLY LINES
- IRR — IRRIGATION LINES
- OTL — OVERHEAD TRAFFIC LINES
- OHU — OVERHEAD UTILITY LINES
- RAILROAD TRACKS
- RIGHT-OF-WAY LINES
- SECTION LINES
- STONE WALL LINES
- TOB — TOP OF BANK LINES
- TOE — TOE OF SLOPE LINES
- TREE LINES
- TRAV — TRAVERSE LINES
- UNK — UNKNOWN BURIED LINES
- VINYL FENCE
- WOOD FENCE
- WETLAND LINE
- OP — ORANGE PAINT LINE
- GP — GREEN PAINT LINE
- RP — RED PAINT LINE
- WP — WHITE PAINT LINE
- PP — PURPLE PAINT LINE
- BP — BLUE PAINT LINE
- YP — YELLOW PAINT LINE

Symbol Legend:

NOT TO SCALE

- ARV — AIR RELEASE VALVE
- BORING HOLE LOCATION
- BRICK PAVERS
- CTV — CABLE TV RISER
- CENTRAL ANGLE
- CO — CLEAN OUT
- COMMUNICATION MANHOLE
- CONCRETE
- CLFW — CONCRETE LIGHT POLE
- CONCRETE LIGHT POLE (DUAL)
- CONCRETE LIGHT POLE (TRIPLE)
- CONCRETE LIGHT POLE (QUAD)
- CONCRETE MITERED END SECTION
- CONCRETE PAVERS
- CONCRETE RIP RAP
- CONCRETE UTILITY POLE
- 421 — COUNTY ROAD SYMBOL
- CROSSWALK SIGNAL POLE
- DETECTABLE WARNING AREA
- DUAL SUPPORT SIGN
- ELECTRICAL MANHOLE
- ELECTRIC METER
- ELECTRICAL JUNCTION BOX
- ELECTRIC OUTLET
- ELECTRIC RISER
- FOM — FIBER OPTIC MARKER
- FDC — FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT
- FLOOD LIGHT
- FOUND CONCRETE MONUMENT (AS NOTED)
- FOUND IRON PIPE (AS NOTED)
- FOUND IRON REBAR (AS NOTED)
- FOUND/SET NAIL (AS NOTED)
- GARBAGE CAN
- GAS MARKER
- GAS VALVE
- GOPHER TORTOISE HOLE
- GRATE INLET
- GRAVEL/DIRT
- GREASE TRAP MANHOLE
- GROUND LIGHT
- GUY ANCHOR
- HANDICAP PARKING SPACE
- INTERSTATE SYMBOL
- IRRIGATION CONTROL VALVE
- LIGHT POLE
- LIGHT POLE (DUAL)
- LIGHT POLE (TRIPLE)
- LIGHT POLE (QUAD)
- MAILBOX
- MW — MONITOR WELLS
- NAIL & DISC (AS NOTED)
- 2 — PARKING SPACES (2)
- POST INDICATOR VALVE
- PULL BOX (AS NOTED)
- REVISION NUMBER (3)
- RCMW — RECLAIMED WATER MARKER
- RECLAIMED WATER METER
- RECLAIMED WATER RISER
- RECLAIMED WATER VALVE
- ROOF DRAIN
- SANITARY SEWER MANHOLE
- SANITARY SEWER MARKER
- SANITARY SEWER VALVE
- TITLE OR REPORT ITEM NUMBER
- SECTION CORNER
- 4" X 4" CM LB #7143
- 5/8" IR&C LB #7143
- SIGN
- SITE BENCH MARK
- STORM SEWER MANHOLE
- STRIPING (DIRECTIONAL)
- TELEPHONE CABLE RISER
- TELEPHONE MANHOLE
- TELEPHONE LINE MARKER
- TELEPHONE JUNCTION BOX
- TELEPHONE REPEATER
- TEST HOLE
- TRAFFIC SIGNAL BOX
- TRAFFIC SIGNAL SUPPORT POLE
- UNKNOWN MANHOLE
- UNKNOWN UTILITY MARKER
- UNKNOWN RISER
- UNKNOWN VALVE
- UTILITY FLAG (AS NOTED)
- VENT (AS NOTED)
- WATER METER
- WATER RISER
- WATER SERVICE
- WATER SPIGOT
- WATER SPRINKLER
- WATER VALVE
- WELL
- WETLAND FLAG
- WOOD UTILITY POLE
- WLM — WATER LINE MARKER
- WIRE HEIGHTS (SEE CHART)

24 HOUR CONTACT:
PANDA PM

GRANT BUMGARDNER
(727) 219-7380

Always call 811 two full business days before you dig.
Sunshine811.com
www.sunshine811.com

VERTICAL DATUM: NAVD 1988

LANDSCAPE NOTE

SEE LANDSCAPE PLAN FOR PROTECTION AND REMOVAL OF EXISTING VEGETATION.

CONTRACTOR TO EXERCISE EXTREME CAUTION WHEN EXCAVATING IN THE VICINITY OF THE EXISTING BURIED GAS MAIN

LOCATION MAP



LOXAHATCHEE GROVES, FLORIDA
1"=500'

DEMOLITION NOTES

1. THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ON SITE LOCATIONS OF EXISTING UTILITIES.
2. CHAPTER 553.851 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY ALL GAS UTILITIES A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO EXCAVATING.
3. THE CONTRACTOR SHALL FURNISH ALL MATERIALS, LABOR, SUPERVISION, AND EQUIPMENT REQUIRED FOR THE ORDERLY DEMOLITION AND REMOVAL OF EXISTING STRUCTURES, PAVEMENT AND UTILITIES AS SHOWN ON THE DRAWINGS AND DESCRIBED HEREIN.
4. THE CONTRACTOR IS REQUIRED TO FAMILIARIZE HIMSELF WITH THE STRUCTURES TO BE DEMOLISHED. A BRIEF DESCRIPTION OF THE STRUCTURES IS INCLUDED FOR THE CONTRACTOR'S CONVENIENCE ONLY.
5. THE FOLLOWING LIST OF STRUCTURES REQUIRING DEMOLITION IS INCLUDED FOR THE CONTRACTOR'S CONVENIENCE ONLY. THE DRAWINGS INDICATE THE SCOPE OF DEMOLITION WHERE DEMOLITION IS REQUIRED.
   A. DEMOLITION AND REMOVAL OF EXISTING CONC. BLOCK BUILDING
   B. DEMOLITION AND REMOVAL OF EXISTING ON SITE ASPHALT, CONCRETE PAVING AND CURBING TO LIMITS SHOWN.
   C. REMOVAL OF EXISTING ONSITE ABOVE-GROUND AND UNDERGROUND UTILITIES, INCLUDING REMOVAL AND/OR PLUGGING OF EXISTING UTILITIES AS SHOWN ON PLANS.
6. PRIOR TO REMOVAL OF ANY UNDERGROUND SEWAGE TANK AND COMPONENTS FROM SERVICE, CONTRACTOR MUST COMPLETELY DRAIN THE SYSTEMS TO AN APPROVED SANITATION TANK FOR DISPOSAL AT AN APPROVED LOCATION AND IN ACCORDANCE WITH LOCAL & STATE REQUIREMENTS.
7. ALL ON SITE UNDERGROUND STRUCTURES AND PIPING MUST BE COMPLETELY REMOVED AND OVEREXCAVATED BY A MINIMUM OF 12" BENEATH THE STRUCTURES. CONTRACTOR SHALL USE APPROVED FILLING MATERIAL FOR FILLING THESE AREAS. FILL SHALL BE OF CLEAN, FINE SAND AASHTO CLASS A-3 AND SHALL BE PLACED IN LOOSE LIFTS NOT EXCEEDING 8" IN THICKNESS AND COMPACTED TO AT LEAST 98% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM D-1557).
8. ALL EXISTING STRUCTURES, PAVEMENTS, SLABS, FOUNDATIONS, STEPS, AND OTHER EXISTING FEATURES INDICATED ON THE DRAWINGS TO BE REMOVED SHALL BE DEMOLISHED AND REMOVED BY THE CONTRACTOR. REMOVE NO STRUCTURE SUBSTANTIALLY AS A WHOLE. DEMOLISH COMPLETEY ON THE PREMISES.
9. ALL EXISTING SEWERS, PIPING AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF ALL SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH THE WORK.
10. ELECTRICAL, TELEPHONE, CABLE AND/OR GAS LINES NEEDING TO BE REMOVED OR RELOCATED SHALL BE COORDINATED WITH THE AFFECTED UTILITY COMPANY PRIOR TO COMMENCEMENT OF CONSTRUCTION. ADEQUATE TIME SHALL BE PROVIDED FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IS A NECESSITY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE.
11. PROVIDE ADEQUATE PROTECTION FOR PERSONS AND PROPERTY AT ALL TIMES. EXECUTE THE WORK IN A MANNER TO AVOID HAZARDS TO PERSONS AND PROPERTY AND PREVENT INTERFERENCE WITH THE USE OF AND ACCESS TO ADJACENT BUILDINGS. STREETS AND SIDEWALKS SHALL NOT BE BLOCKED BY DEBRIS AND EQUIPMENT.
12. AIR HAMMERS OR OTHER DEVICES WILL BE PERMITTED ON EXTERIOR WORK.
13. CONTRACTOR MUST STOP OPERATION AND NOTIFY THE OWNER FOR PROPER DIRECTION IF ANY ENVIRONMENTAL OR HEALTH RELATED CONTAMINATE IS ENCOUNTERED DURING THE DEMOLITION/EXCAVATION PROCESS.
14. REMOVE AND LEGALLY DISPOSE OF ALL OTHER RUBBISH, RUBBLE, AND DEBRIS. COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS GOVERNING DISPOSAL OF WASTES AND DEBRIS.
15. PAVEMENT REMOVAL:
   A. WHERE EXISTING PAVEMENT IS TO BE REMOVED, SAW-CUT THE SURFACING LEAVING A UNIFORM AND STRAIGHT EDGE WITH MINIMUM DISTURBANCE TO THE REMAINING ADJACENT SURFACING. IF CONSTRUCTION RESULTS IN RAVELING OF THE SAW-CUT SURFACE, RECUT BACK FROM THE RAVELED EDGE PRIOR TO RESTORATION.
   B. WHERE EXISTING PAVEMENT, CURB, CURB AND GUTTER, SIDEWALK, DRIVEWAY, OR VALLEY GUTTER IS REMOVED FOR THE PURPOSE OF CONSTRUCTING OR REMOVING BOX CULVERTS, PIPE, INLETS. MANHOLES, APPURTENANCES, FACILITIES OR STRUCTURES, SAID PAVEMENT, ETC., SHALL BE REPLACED AND RESTORED IN EQUAL OR BETTER CONDITION THAN THE ORIGINAL. CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, MATERIALS, EQUIPMENT, TOOLS, SUPPLIES, AND OTHER EQUIPMENT AS REQUIRED.
16. CONTINUOUS ACCESS SHALL BE MAINTAINED FOR THE SURROUNDING PROPERTIES AT ALL TIMES DURING DEMOLITION OF THE EXISTING FACILITIES.
17. PERMITTING: IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ANY REQUIRED PERMITTING FOR DEMOLITION FROM RESPONSIBLE REGULATORY AGENCIES AND FULLY ACKNOWLEDGE AND COMPLY WITH ALL REQUIREMENTS PRIOR TO COMMENCING DEMOLITION WORK.
18. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE THE EXTENT OF DEMOLITION REQUIRED IN ORDER TO PERFORM THE CONTRACT WORK FOR THIS PROJECT. THE CONTRACTOR SHALL CONDUCT SITE VISITS AND SHALL EXAMINE ALL OF THE INFORMATION WITHIN THESE DOCUMENTS. ALL DISCREPANCIES AND/OR OMISSIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO BID SUBMITTAL.
19. PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED.
20. THE CONTRACTOR SHALL COORDINATE WITH OWNER PRIOR TO COMMENCEMENT OF ANY WORK, ACTUAL REMOVAL AND/OR RELOCATION OF ALL EXISTING PLANTS IS TO BE CONDUCTED BY THE LANDSCAPE CONTRACTOR. IT IS THE RESPONSIBILITY OF THE SITEWORK CONTRACTOR TO COORDINATE DEMOLITION ACTIVITIES WITH THE LANDSCAPE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING AND PRESERVING TREES AS INDICATED BY THE OWNER.
21. CONTRACTOR SHALL LIMIT ALL DEMOLITION ACTIVITY TO THAT AREA DELINEATED IN THE DRAWING. ALL OTHER EXIST. UTILITIES INCLUDING : STORM DRAINAGE, GAS, ELECTRIC, TELEPHONE, WATER & SEWER SHALL BE PRESERVED & PROTECTED.
22. A SEPARATE DEMOLITION PERMIT IS REQUIRED FOR THE DEMOLITION OF THE ACTUAL BUILDING.
23. CONTRACTOR MAY LIMIT SAW-CUT & PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE IT IS REQUIRED AS SHOWN ON THIS SHEET BUT IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENT, SIDEWALK, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IT'S REMOVAL AND REPAIR.
25. CONTRACTOR WILL BE PROVIDED ASBESTOS SURVEY. CONTRACTOR SHALL OBTAIN FDEP PERMIT AS REQUIRED.

PANDA EXPRESS, INC.
1683 Walnut Grove Ave.
Rosemead, California
91770
Telephone: 626.799.9898
Facsimile: 626.372.8288

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06/05/26	DRC RE-SUBMITTAL SET

DRAWN BY: L. YOUNG

PANDA PROJECT #: D34763
PANDA STORE #: 5056
CIVIL PROJECT #: P73115

Plans Prepared By:
CPH CONSULTING, LLC
State of Florida Licenses:
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Jason L. James, State of Florida, Professional Engineer, License No. 76936 This item has been digitally signed and sealed by Jason L. James, P.E. on the date indicated here. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies

JASON LEOPOLD JAMES LICENSE No. 76936 STATE OF FLORIDA PROFESSIONAL ENGINEER

JASON L. JAMES, P.E.
FL. P.E. No. 76936
06/11/2026

PANDA EXPRESS

SOUTHERN BLVD & AVOCADO AVE
LOXAHATCHEE GROVES, FL 33470

DEMOLITION PLAN

C02.0

D34763

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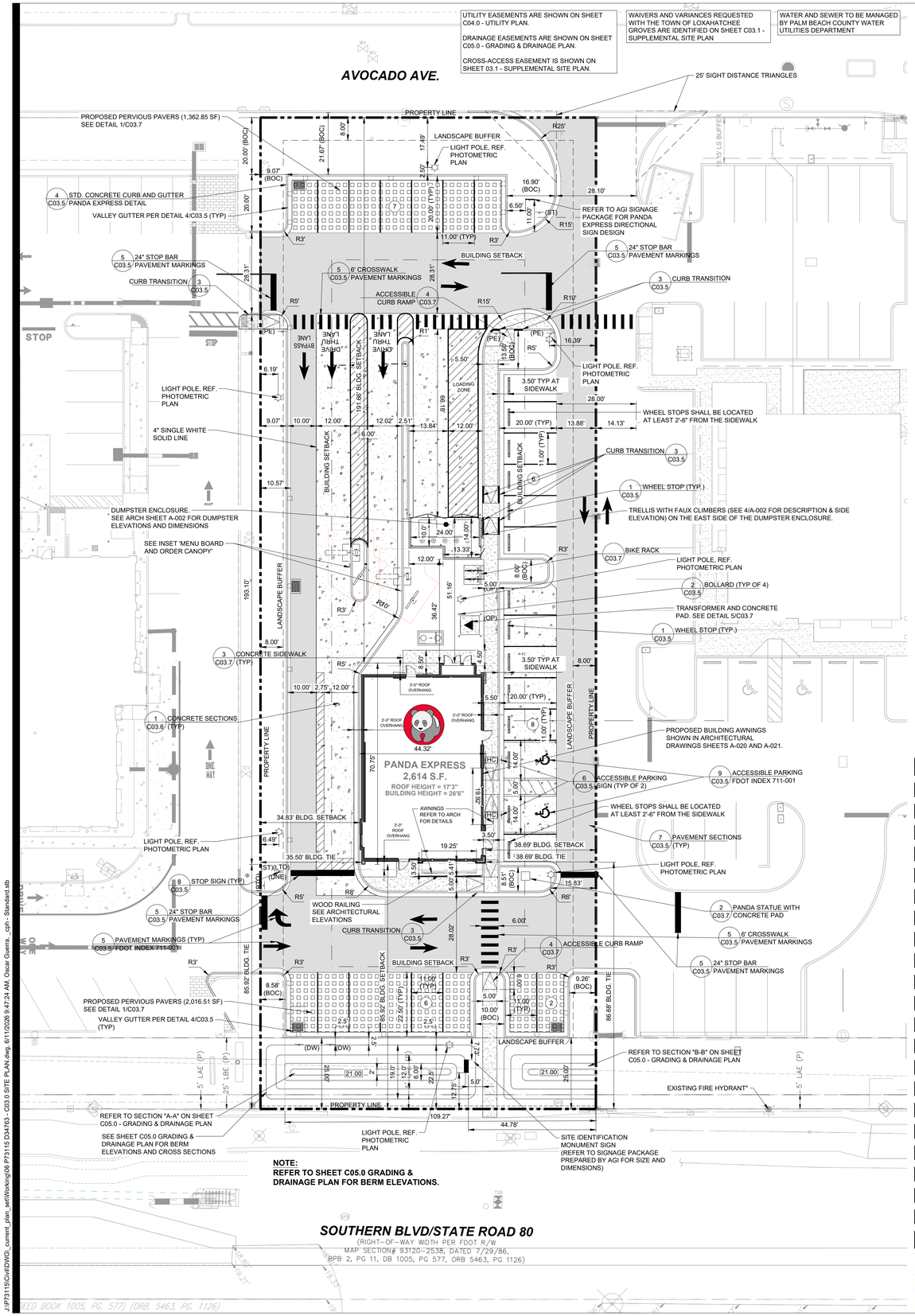
UTILITY EASEMENTS ARE SHOWN ON SHEET C04.0 - UTILITY PLAN.

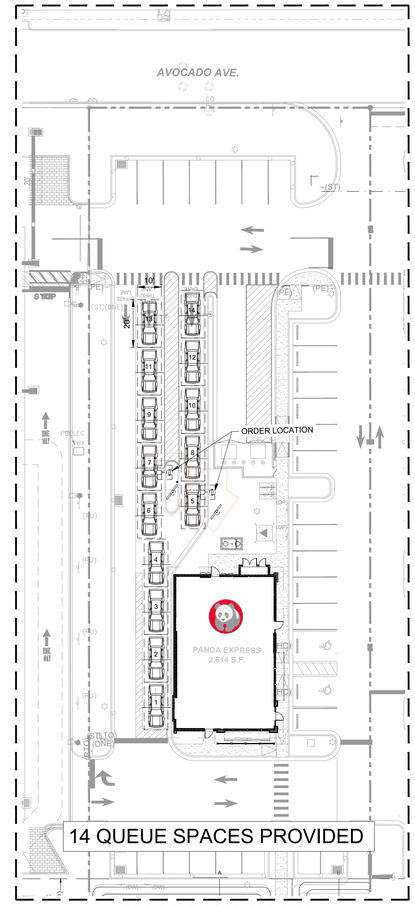
DRAINAGE EASEMENTS ARE SHOWN ON SHEET C05.0 - GRADING & DRAINAGE PLAN.

CROSS-ACCESS EASEMENT IS SHOWN ON SHEET 03.1 - SUPPLEMENTAL SITE PLAN.

WAIVERS AND VARIANCES REQUESTED WITH THE TOWN OF LOXAHATCHEE GROVES ARE IDENTIFIED ON SHEET C03.1 - SUPPLEMENTAL SITE PLAN

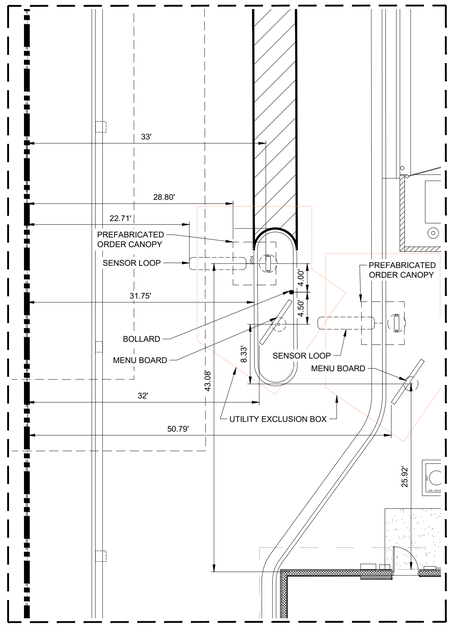
WATER AND SEWER TO BE MANAGED BY PALM BEACH COUNTY WATER UTILITIES DEPARTMENT





DRIVE THRU CAR QUEUING

SCALE: 1"=30'



MENU BOARD AND ORDER CANOPY

SCALE: 1"=10'

LEGEND

- CONCRETE PAVEMENT AREA = 8,226 S.F.
- CONCRETE SIDEWALK AREA = 1,833 S.F.
- HEAVY DUTY ASPHALT AREA = 11,707 S.F. SEE DETAIL 7 / C03.5
- LIGHT DUTY ASPHALT SEE DETAIL 7 / C03.5 AREA = 1,186 S.F.
- PERVIOUS PAVERS AREA = 3,088 S.F.
- LANDSCAPE BUFFER
- BUILDING SETBACK
- PROPERTY LINE
- LBE EASEMENT
- LAE EASEMENT
- (ST) STOP SIGN
- (HC) ACCESSIBLE PARKING SIGN
- (DNE) "DO NOT ENTER" SIGN
- (OP) ONLINE PICK-UP
- (DW) DRIVE-THRU WAITING
- (LTO) LEFT TURN ONLY
- (PE) PEDESTRIAN CROSSING
- LIGHT POLE
- "(BOC)" BACK OF CURB
- EXIST. LIGHT POLE
- EXIST. LIGHT POLE (DUAL)
- EXIST. FIRE HYDRANT
- (#) PARKING COUNT

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N

20 0 20 40

Graphic Scale in Feet

CONTRACTOR TO EXERCISE EXTREME CAUTION WHEN EXCAVATING IN THE VICINITY OF THE EXISTING BURIED GAS MAIN

SITE PLAN NOTES

1. THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL EXISTING IMPROVEMENTS AND TREES AND OTHER DEBRIS WITHIN THE LIMITS OF THE WORK FROM THE SITE. ON SITE BURIAL OF TREES AND OTHER DEBRIS WILL NOT BE ALLOWED. THERE ARE NO KNOWN INERT BURY PITS ON THE SITE AND NONE WILL BE ALLOWED DURING CONSTRUCTION OF THE PROJECT.
2. ALL WORK SHALL COMPLY WITH TOWN OF LOXAHATCHEE GROVES, PALM BEACH COUNTY, STATE OF FLORIDA, AND FEDERAL CODES AND ALL NECESSARY LICENSES AND PERMITS SHALL BE OBTAINED BY THE CONTRACTOR AT HIS EXPENSE UNLESS PREVIOUSLY OBTAINED BY THE OWNER.
3. ALL WORK SHALL BE PERFORMED IN A FINISHED AND WORKMANLIKE MANNER TO THE ENTIRE SATISFACTION OF THE OWNER, AND IN ACCORDANCE WITH THE BEST RECOGNIZED TRADE PRACTICES.
4. ALL MATERIALS SHALL BE NEW UNLESS USED OR SALVAGED MATERIALS ARE AUTHORIZED BY THE OWNER PRIOR TO USE.
5. ALL WORK PERFORMED ON CITY, COUNTY, AND/OR STATE OR FEDERAL RIGHT-OF-WAY SHALL BE IN STRICT CONFORMANCE WITH APPLICABLE STANDARDS & SPECIFICATIONS OF THE APPROPRIATE GOVERNING AGENCIES.
6. ALL UTILITIES TO BE LOCATED BELOW GRADE PER CODE SECTION 40-030.B.9.
7. PROPOSED SIGNAGE WILL BE REVIEWED AT TIME OF PERMIT. ALL SIGNS TO BE PERMITTED BY OTHERS

JURISDICTION:	TOWN OF LOXAHATCHEE GROVES
ADDRESS:	SOUTHERN BLVD & AVOCADO AVE LOXAHATCHEE, FL 33470
PARCEL ID:	41-41-43-31-13-002-0030
ZONING:	MUPD
FUTURE LAND USE:	MLU - MULTIPLE LAND USE
OVERLAY DISTRICT:	N/A
SITE AREA:	0.94 AC. (41,047.21 SF)
STATEMENT OF INTENT:	THE INTENT OF THIS PROJECT IS TO CONSTRUCT AN APPROXIMATELY 2,700 SF PANDA EXPRESS RESTAURANT WITH DRIVE-THRU AND INFRASTRUCTURE TO SERVE THE SITE. ONE PHASE OF CONSTRUCTION IS PROPOSED.
ADJACENT ZONING:	
NORTH:	MULTIPLE USE PLANNED DEVELOPMENT (MUPD)
EAST:	MULTIPLE USE PLANNED DEVELOPMENT (MUPD)
SOUTH:	ROW
WEST:	MULTIPLE USE PLANNED DEVELOPMENT (MUPD)
BUILDING HEIGHT:	26'-6"
MAX BUILDING HEIGHT:	35'-0"

REQUIRED BUILDING SETBACKS:		PROVIDED BUILDING SETBACKS:	
(S) FRONT:	50'	(S) FRONT:	85.92'
(E) SIDE:	25'	(E) SIDE:	38.69'
(W) SIDE:	25'	(W) SIDE:	34.83'
(N) FRONT:	50'	(N) FRONT:	191.66'

REQUIRED LANDSCAPE STRIP/SETBACKS:		PROVIDED LANDSCAPE STRIP/SETBACKS:	
(N) REAR:	5'	(N) REAR:	20'
(E) SIDE:	5'	(E) SIDE:	5'
(W) SIDE:	5'	(W) SIDE:	8.58'
(S) FRONT:	25'	(S) FRONT:	25'

LOADING ZONE DATA:
REQUIRED - LOADING ZONE SPACE SIZE: 12' WIDE X 45' LONG X 14' VERTICAL CLEARANCE
PROPOSED - LOADING SPACE SIZE: 12' WIDE X 66.18' LONG

REQUIRED PARKING:
1 SPACE PER 4 SEATS (59 SEATS / 4 = 15 SPACES REQUIRED)
PROPOSED CUSTOMER PARKING:

REDUCED SIZE	17	(DIMS) = 11' x 20'
STANDARD	6	(DIMS) = 11' x 22.5'
HANDICAP	2	(DIMS) = 14' x 20'
TOTAL =	25	

TOTAL PARKING ONSITE:	29
SUPPLUS PARKING:	4
ONLINE PICKUP:	2
DRIVE-THRU WAITING:	2
PROPOSED DRIVE ABLE WIDTH:	28' (2 WAY)

REQUIRED QUEUING: SEVEN TOTAL QUEUING SPACES, FOUR QUEUING SPACES BEFORE MENU BOARD IN EACH SERVICE LANE BEFORE MERGING INTO ONE SERVICE LANE, TWO ADDITIONAL DRIVE-THRU SPACES AFTER POINT OF SERVICE.

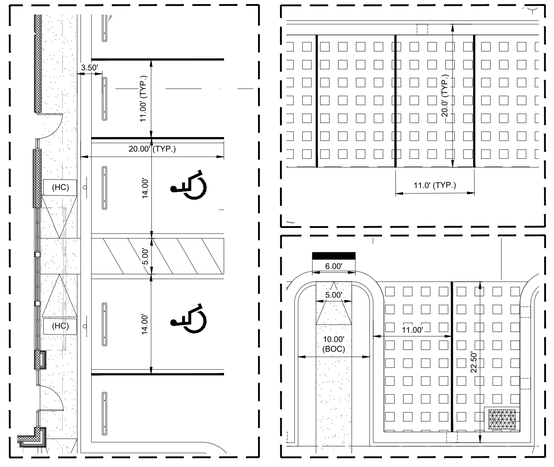
PROPOSED QUEUING: 14 TOTAL QUEUING SPACES, FOUR QUEUING SPACES BEFORE MENU BOARD IN EACH SERVICE LANE BEFORE MERGING INTO ONE SERVICE LANE, TWO ADDITIONAL DRIVE-THRU SPACES AFTER POINT OF SERVICE.

PROPOSED SITE AREA CALCULATIONS:

PLOT COVERAGE:	3,291 SF / 41,047.21 SF (0.08 = 8.00%)
PLOT COVERAGE CALCULATION INCLUDES ALL AWNINGS, MENU CANOPIES, AND ROOF OVERHANGS.	
FLOOR AREA RATIO:	2,614 SF / 41,047.21 SF (0.064)
SITE:	0.94 AC., 41,047.21 SF (100%)
BUILDING AREA:	0.06 AC., 2,614 SF (6.37%).
PERVIOUS AREA:	0.29 AC., 12,582.10 SF (30.66%)
IMPERVIOUS AREA:	0.65 AC., 28,465.11 SF (69.32%)
DISTURBED AREA:	0.94 AC.,

FLOOD HAZARD: FLOOD ZONE "AE" = EL. 17.8
F.I.R.M. MAP NO. 12099C0541F, DATED 10/05/2017.

SITE LIGHTING:
PHOTOMETRICS DESIGNED BY CPH. POLE LOCATIONS ARE SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL VERIFY FINAL LOCATION OF POLES WITH PHOTOMETRIC PLAN, ON SHEET E01.0, AND OWNER PRIOR TO CONSTRUCTION.



PARKING DIMENSION DETAIL

SCALE: 1"=10'

Coastal Waste & Recycling

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Rosemead, California
91770
Telephone: 626.799.9898
Facsimile: 626.372.8288

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DRAWN BY: L. YOUNG

PANDA PROJECT #: D34763
PANDA STORE #: 5056
CIVIL PROJECT #: P73115

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Plans Prepared By:
CPH CONSULTING, LLC
State of Florida Licenses:
Engineer No. 3215
Surveyor No. LB7143
Architect. No. AA26000926
Landscape No. LC0000295
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Sanford, FL 32771
Ph: 407.322.6841

Jason L. James, State of Florida, Professional Engineer, License No. 76936 This item has been digitally signed and sealed by Jason L. James, P.E. on the date indicated here. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies

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JASON L. JAMES, P.E.
FL. P.E. No. 76936
06/11/2026

PANDA EXPRESS

SOUTHERN BLVD & AVOCADO AVE
LOXAHATCHEE GROVES, FL 33470

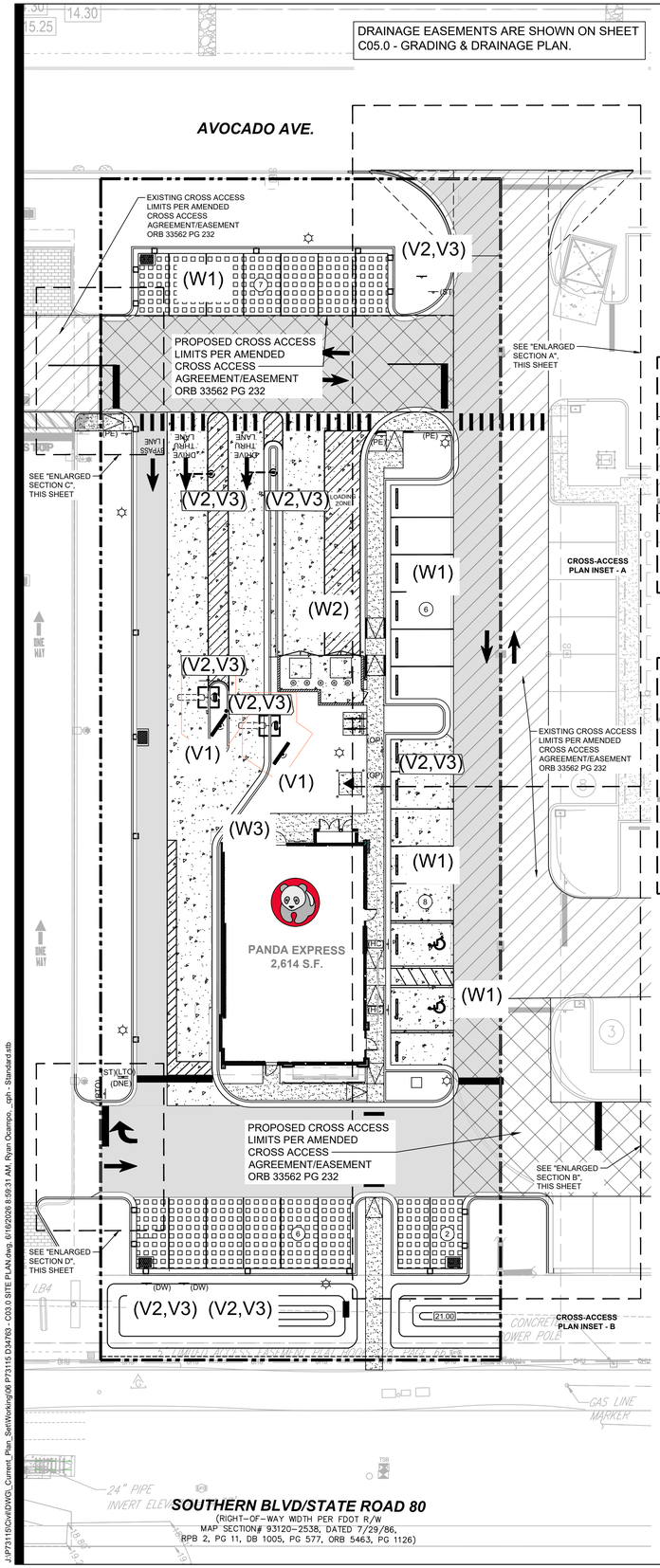
SITE PLAN

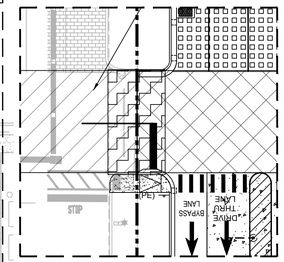
C03.0

D34763

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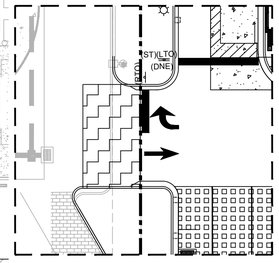
DRAINAGE EASEMENTS ARE SHOWN ON SHEET C05.0 - GRADING & DRAINAGE PLAN.





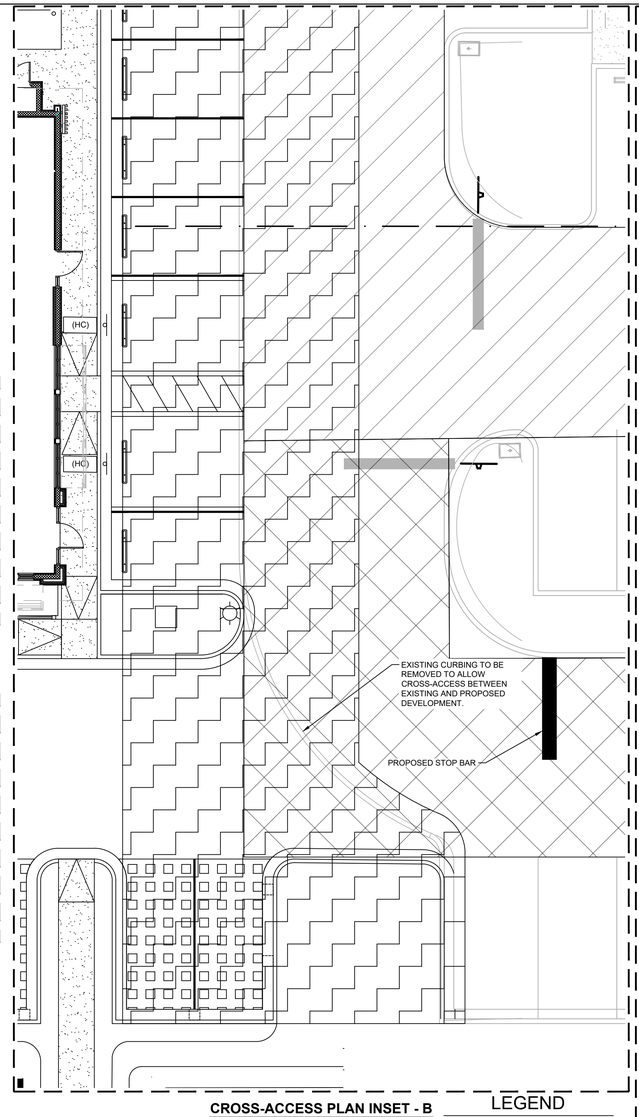
CROSS-ACCESS PLAN INSET - C

SCALE: 1"=20'



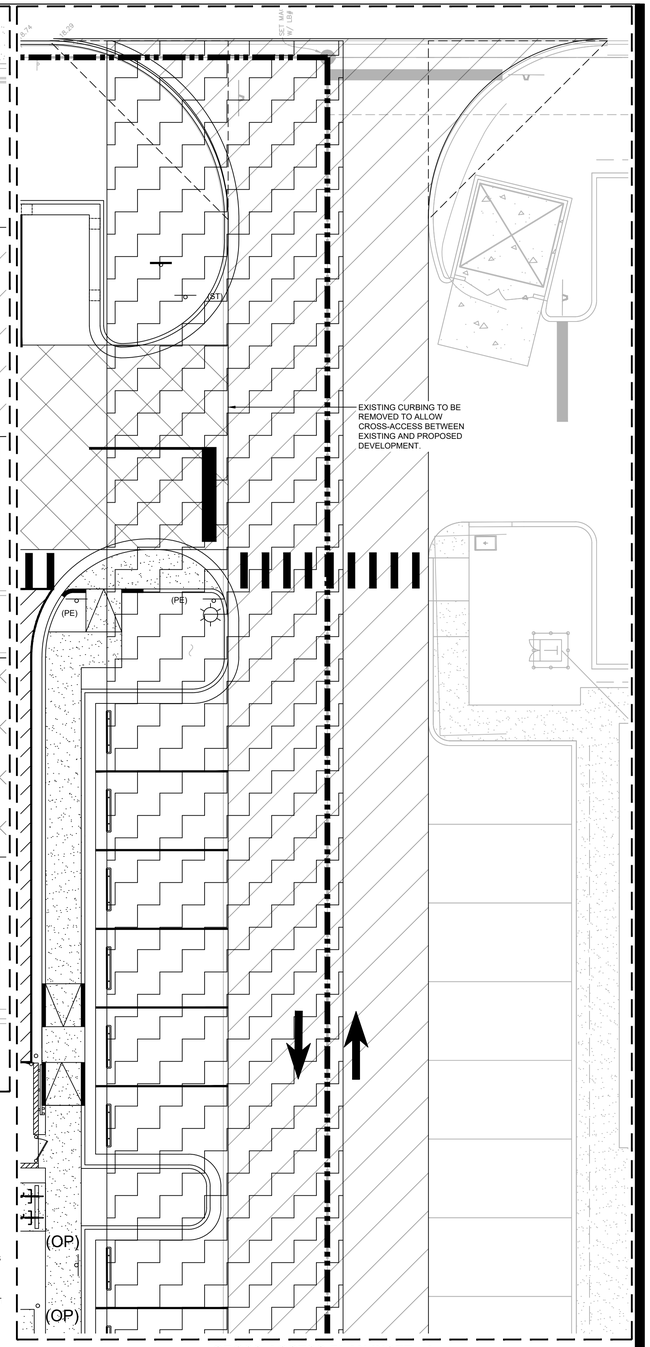
CROSS-ACCESS PLAN INSET - D

SCALE: 1"=20'



CROSS-ACCESS PLAN INSET - B

SCALE: 1"=10'



CROSS-ACCESS PLAN INSET - A

SCALE: 1"=10'

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Graphic Scale in Feet

LEGEND

- CONCRETE PAVEMENT AREA = 8,134 S.F.
- CONCRETE SIDEWALK AREA = 1,833 S.F.
- HEAVY DUTY ASPHALT AREA = 11,707 S.F.
- LIGHT DUTY ASPHALT AREA = 1,186 S.F.
- EXISTING LIMITS OF CROSS ACCESS EASEMENT
- PROPOSED LIMITS OF CROSS ACCESS EASEMENT
- PERVIOUS PAVERS
- LIMITS OF PROPOSED REMOVAL OF EXISTING PAVEMENT AND CURBING
- PROPERTY LINE
- LIMITS OF PROPOSED CROSS-ACCESS EASEMENT

VARIANCES/WAIVERS

1. (W1) RELIEF FROM ULDC SECTION 95-025 SIZE OF PARKING SPACES. TO ALLOW THE PROPERTY IN POD B-3 TO HAVE REDUCED-SIZE PARKING SPACES, INCLUDING REDUCED SIZE HANDICAP PARKING SPACES. HANDICAP STALL SIZE TO BE REDUCED FROM 14'x22.5' TO 14'X20', PER PLAN.
2. (W2) RELIEF FROM ULDC SECTION 95-075 LOADING ZONE NTE 30' FROM BUILDING. TO ALLOW THE LOADING ZONE ON POD B-3 TO BE LOCATED FURTHER THAN 30 FEET FROM THE BUILDING.
3. (W3) RELIEF FROM ULDC SECTION 85-055.B.2 ADDITIONAL INTERIOR OPEN SPACE REQUIREMENTS. TO ALLOW THE BUILDING ON POD B-3 TO HAVE LESS THAN THE REQUIRED 40 PERCENT OF LINEAL FRONTAGE OF THE STRUCTURE TO BE PLANTED WITH SHRUBS.
4. (V1) RELIEF FROM ULDC CODE SECTION 90-040 SIGN HEIGHT, WIDTH, AND AREA FOR DRIVE-THRU SIGNAGE, TO ALLOW A DRIVE-THRU MENU BOARD WITH A MAXIMUM HEIGHT OF 5'-4 1/2", A MAXIMUM WIDTH OF 7'-3 3/4" AND A MAXIMUM FACE AREA OF 29.02 SQUARE FEET IN EACH DRIVE-THRU LANE.
5. (V2) RELIEF FROM ULDC ARTICLE 90 SIGNS, TYPES OF SIGNS. TO ALLOW ADDITIONAL SIGN TYPES, INCLUDING THE FOLLOWING: TWO (2) OCU CANOPY SIGNS IN ACCORDANCE WITH THE PROPOSED SIGN PLAN, MEASURING 7'-4" FEET IN HEIGHT, AND 12.3 SQUARE FEET (NOT INCLUDING POLES), ONE (1) DRIVE-THRU WAYFINDING SIGN (NORTHEAST SIDE OF THE PROPERTY AT THE NORTHERN DRIVEWAY) IN ACCORDANCE WITH THE PROPOSED SIGN PLAN, MEASURING 3.5 FEET IN HEIGHT, AND 1.84 SQUARE FEET (NOT INCLUDING SUPPORTING CABINET). TWO (2) DRIVE-THRU CLEARANCE SIGNS IN ACCORDANCE WITH THE PROPOSED SIGN PLAN, MEASURING 11.5 FEET IN HEIGHT, AND 7.5 SQUARE FEET (INCLUDING PANDA EXPRESS TREX BOARD & CLEARANCE PANEL). TWO (2) DRIVE-THRU WAITING (DW) SIGNS IN ACCORDANCE WITH THE PROPOSED SIGN PLAN, MEASURING 6.5 FEET IN HEIGHT, AND 1.5 SQUARE FEET. TWO (2) ONLINE PICKUP (OP) SIGNS IN ACCORDANCE WITH THE PROPOSED SIGN PLAN, MEASURING 6.5 FEET IN HEIGHT, AND 1.5 SQUARE FEET AS SHOWN ON THE SITE PLAN.
6. (V3) RELIEF FROM ULDC ARTICLE 90 SIGNS, NUMBER OF DRIVE-THRU SIGNS. TO ALLOW THE PROPOSED NUMBER OF DRIVE-THRU SIGNS AS SHOWN ON THE SITE PLAN.

J:\P73115\Civil\DWG_Current_Plan_Set\Working\06 P73115 D34763 - C03.0 SITE PLAN.dwg, 6/16/2026 8:59:31 AM, Ryan Ocampo, _cph - Standard.stb

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91770
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DRAWN BY: L. YOUNG

PANDA PROJECT #: D34763
PANDA STORE #: 5056
CIVIL PROJECT #: P73115

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Plans Prepared By:
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State of Florida Licenses:
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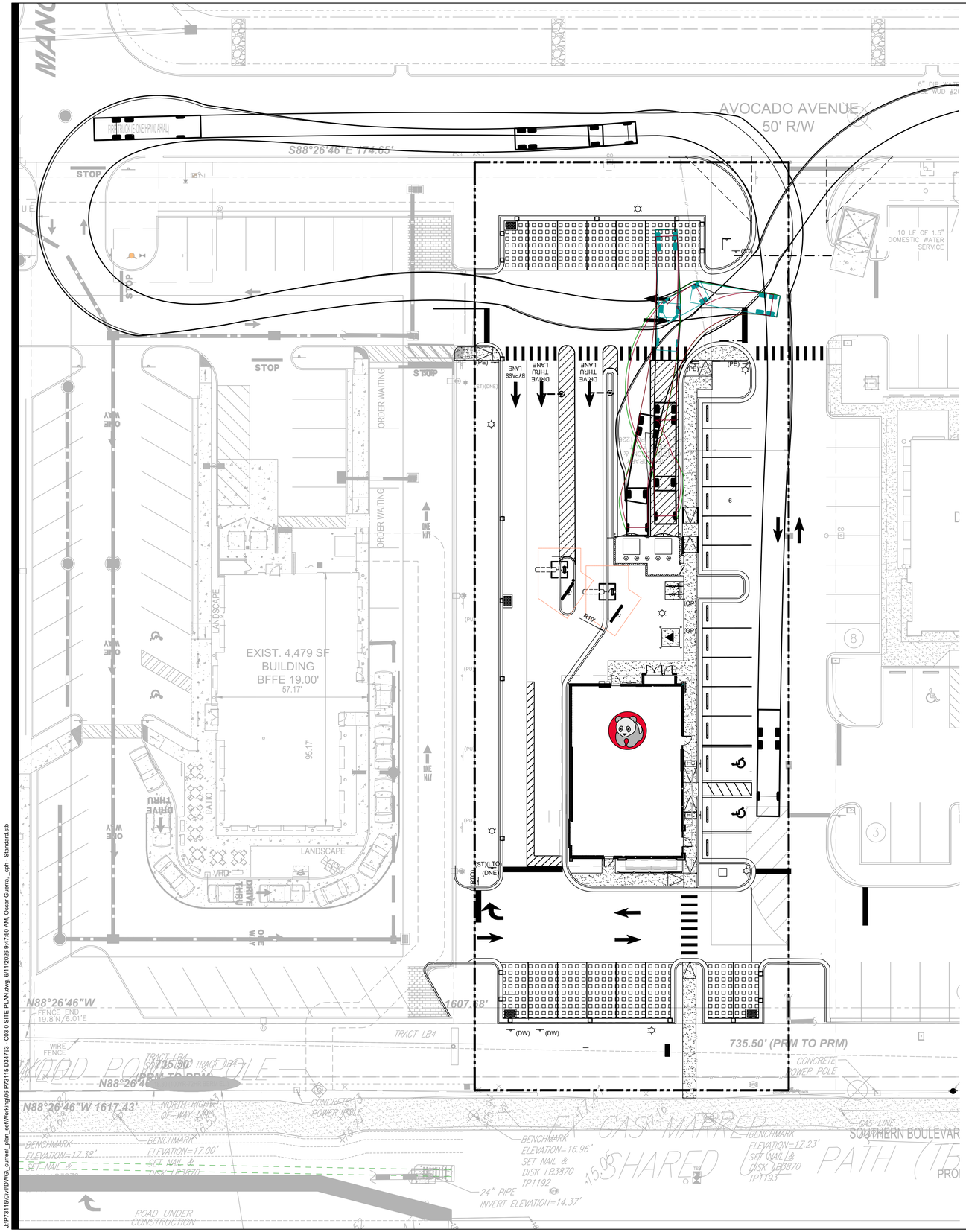
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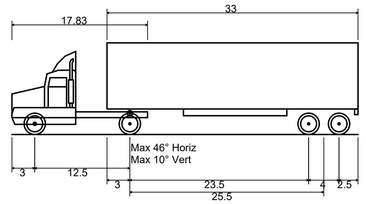
SUPPLEMENTAL SITE PLAN
C03.1

D34763



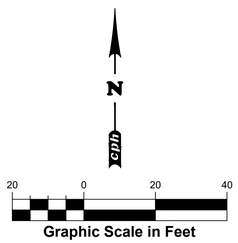
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DELIVERY TRUCK TURNING



WB-40 - Semi-Trailer Combination, Intermediate

Overall Length	45.500ft
Overall Width	8.000ft
Overall Body Height	12.052ft
Min Body Ground Clearance	1.334ft
Track Width	8.000ft
Lock-to-lock time	4.00s
Curb to Curb Turning Radius	40.000ft



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DRAWN BY: L. YOUNG

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PANDA STORE #: 5056
CIVIL PROJECT #: P73115

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State of Florida Licenses:
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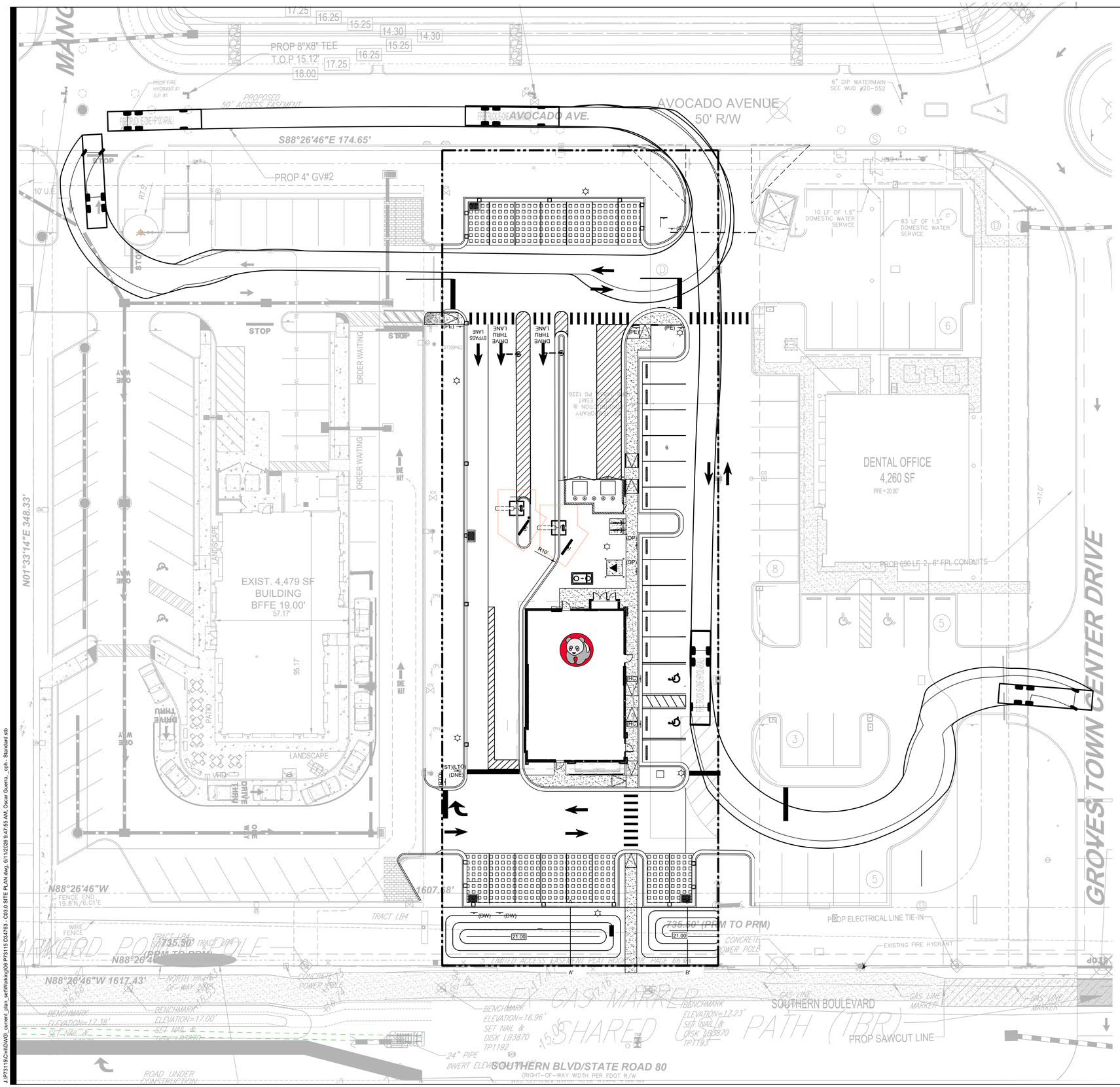
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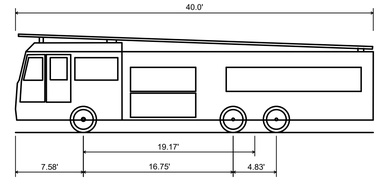
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DELIVERY TRUCK TURNING
C03.2

D34763



FIRE TRUCK TURNING



FIRE TRUCK (E-ONE HP100 AERIAL)

OVERALL LENGTH	40.0'
OVERALL WIDTH	8.33'
OVERALL BODY HEIGHT	11.0'
MIN BODY GROUND CLEARANCE	1.39'
TRACK WIDTH	8.33'
LOCK-TO-LOCK TIME	6.0 SECONDS
MAX WHEEL ANGLE	45.0°

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DRAWN BY: L. YOUNG

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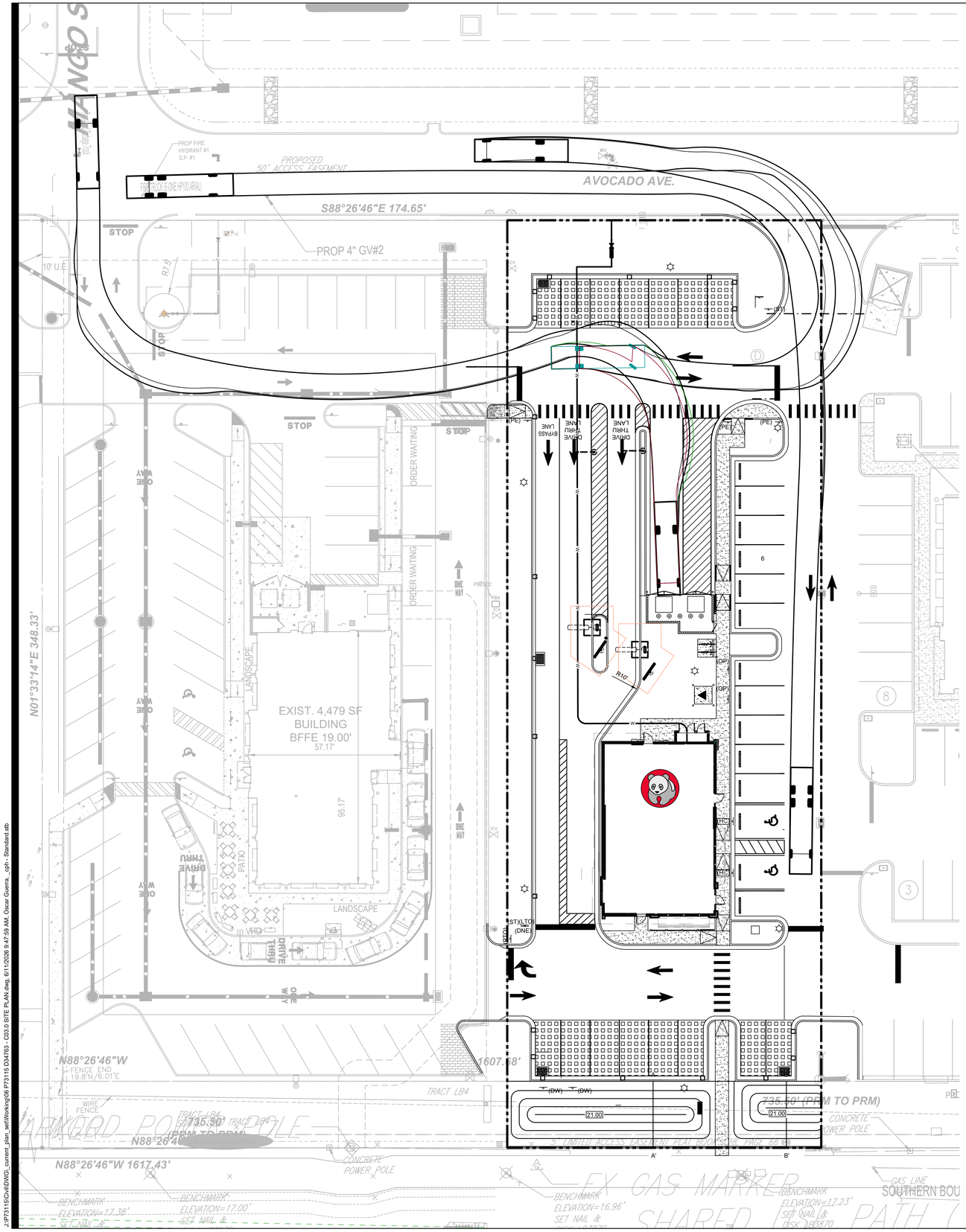
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FIRE TRUCK TURNING
C03.3

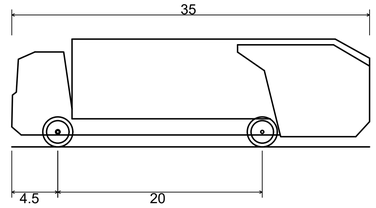
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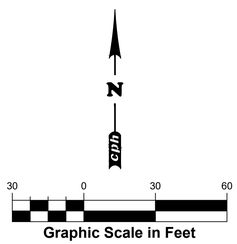
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REAR-LOAD GARBAGE TRUCK TURN



REAR-LOAD GARBAGE TRUCK

OVERALL LENGTH	35.0'
OVERALL WIDTH	8.375'
OVERALL BODY HEIGHT	10.54'
MIN BODY GROUND CLEARANCE	1.00'
TRACK WIDTH	8.375'
LOCK-TO-LOCK TIME	6.0 SECONDS
MAX WHEEL ANGLE	45.0°



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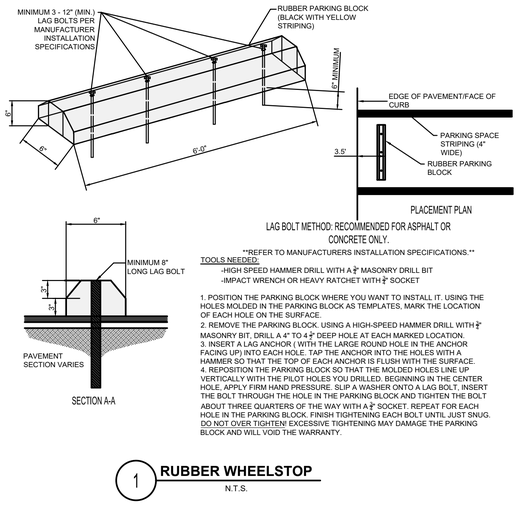
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06/11/2026

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GARBAGE TRUCK TURNING C03.4

D34763



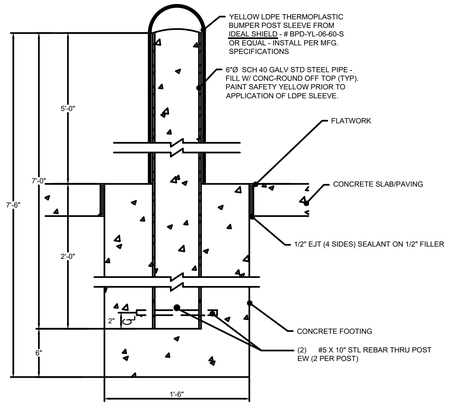
LAG BOLT METHOD: RECOMMENDED FOR ASPHALT OR CONCRETE ONLY.

REFER TO MANUFACTURERS INSTALLATION SPECIFICATIONS.

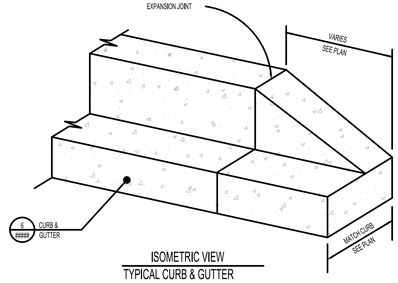
TOOLS NEEDED:
- -HIGH SPEED HAMMER DRILL WITH A ¾" MASONRY DRILL BIT
- -IMPACT WRENCH OR HEAVY RATCHET WITH ½" SOCKET

1. POSITION THE PARKING BLOCK WHERE YOU WANT TO INSTALL IT. USING THE HOLES MOLDED IN THE PARKING BLOCK AS TEMPLATES, MARK THE LOCATION OF EACH HOLE ON THE SURFACE.
2. REMOVE THE PARKING BLOCK. USING A HIGH-SPEED HAMMER DRILL WITH A ¾" MASONRY BIT, DRILL A 4" TO 4 ½" DEEP HOLE AT EACH MARKED LOCATION.
3. INSERT A LAG ANCHOR (WITH THE LARGE ROUND HOLE IN THE ANCHOR FACING UP) INTO EACH HOLE. TAP THE ANCHOR INTO THE HOLES WITH A HAMMER SO THAT THE TOP OF EACH ANCHOR IS FLUSH WITH THE SURFACE.
4. REPOSITION THE PARKING BLOCK SO THAT THE MOLDED HOLES LINE UP VERTICALLY WITH THE PILOT HOLES YOU DRILLED. BEGINNING IN THE CENTER HOLE, APPLY FIRM HAND PRESSURE. SLIP A WASHER ONTO A LAG BOLT, INSERT THE BOLT THROUGH THE HOLE IN THE PARKING BLOCK AND TIGHTEN THE BOLT ABOUT THREE QUARTERS OF THE WAY WITH A ½" SOCKET. REPEAT FOR EACH HOLE IN THE PARKING BLOCK. FINISH TIGHTENING EACH BOLT UNTIL JUST SNUG. DO NOT OVER TIGHTEN! EXCESSIVE TIGHTENING MAY DAMAGE THE PARKING BLOCK AND WILL VOID THE WARRANTY.

1 RUBBER WHEELSTOP
N.T.S.

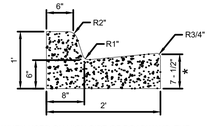


2 BOLLARD
N.T.S.



ISOMETRIC VIEW
TYPICAL CURB & GUTTER

3 CURB TRANSITION
N.T.S.

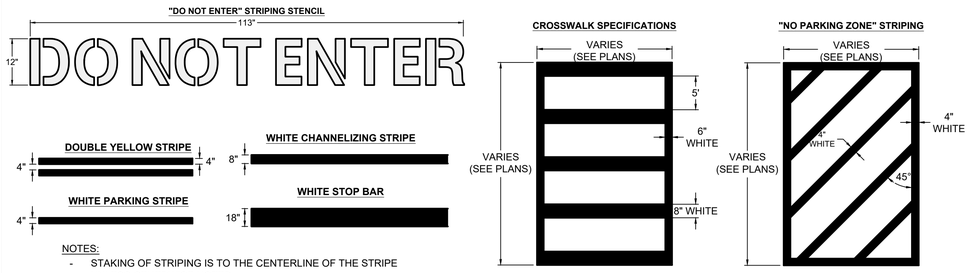


★ WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT. THE THICKNESS OF THE LIP SHALL BE 6", UNLESS OTHERWISE SHOWN ON PLANS.

NOTES

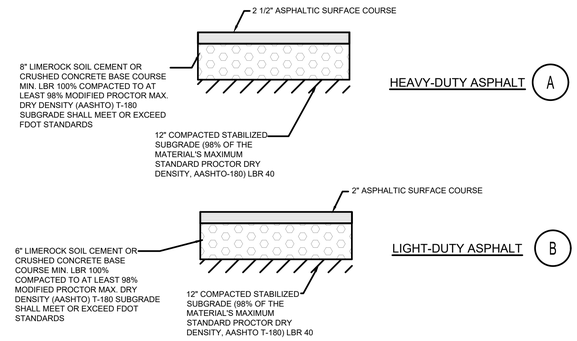
1. THE CONCRETE FOR CURBS SHALL BE DEPARTMENT OF TRANSPORTATION CLASS "I" CONCRETE, AND HAVE A COMPRESSIVE STRENGTH OF 3,000 PSI.
2. ALL CURBS SHALL HAVE CONTRACTION JOINTS AND SHALL BE CONSTRUCTED AT INTERVALS NOT TO EXCEED 10'- 0" ON CENTERS FOR ALL CURBS.

4 STANDARD CONCRETE CURB AND GUTTER
N.T.S.



NOTES:
- STAKING OF STRIPING IS TO THE CENTERLINE OF THE STRIPE UNLESS OTHERWISE NOTED.

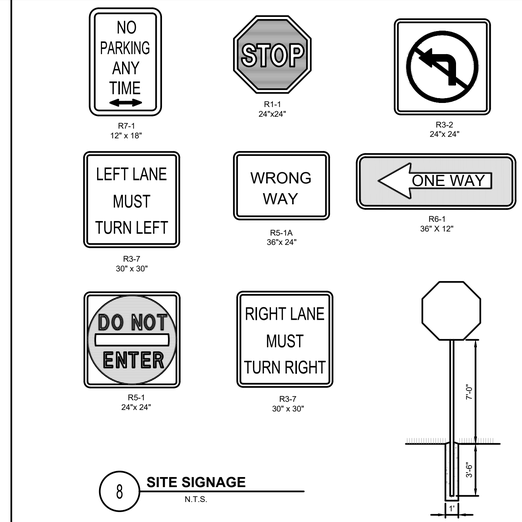
5 PAVEMENT MARKINGS
N.T.S.



ASPHALT NOTES:

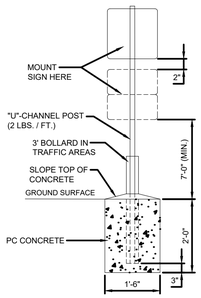
- THE ASPHALT SURFACE COURSE SHOULD CONFORM TO THE MOST RECENT EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION. COMPACT ASPHALT TO A MIN. OF 95% OF THE MARSHAL DESIGN DENSITY.
- THE BASE COURSE SHALL BE FROM AN APPROVED FDOT SOURCE & PLACED IN UNIFORM LIFTS NOT MORE THAN 6" LOOSE THICKNESS.
- PRIME & TACT SHALL BE APPLIED PER FDOT SECTION 300. TACT COAT SHOULD BE APPLIED BETWEEN PAVEMENT SECTIONS.
- REFER TO SOILS REPORT FOR EXACT PAVEMENT SPECIFICATIONS. INFORMATION INCLUDED FOR REFERENCE ONLY.

7 PAVEMENT SECTION
N.T.S.



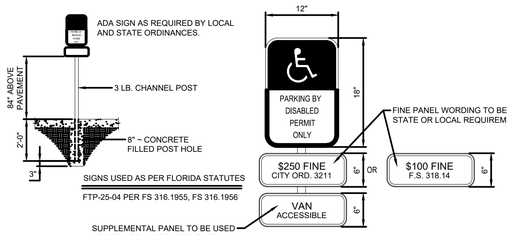
8 SITE SIGNAGE
N.T.S.

HEIGHT & CLEARANCE OF SIGNS (FOR ROADWAY SIGN)



NOTE:

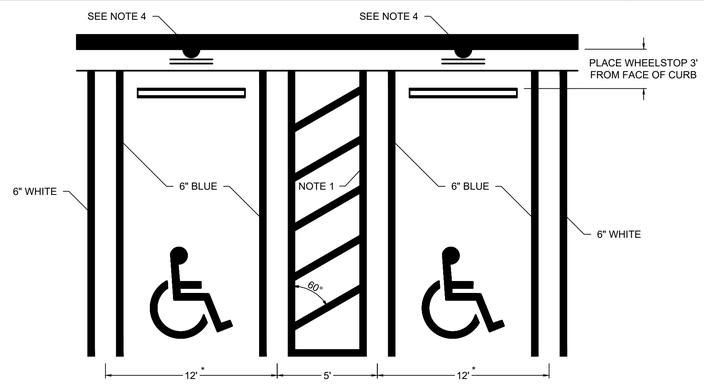
ALL SIGNS SHALL COMPLY WITH U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION'S "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", LOCAL CODES AND AS SPECIFIED. MOUNT SIGNS TO POST IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.



NOTES: (ACCESSIBLE SIGN ONLY)

1. THE SIGN'S FACE SHALL BE OF AN ENGINEERING GRADE REFLECTORIZED MATERIAL.
2. ALL LETTERS ARE 1 INCH SERIES "C" PER THE MUTCD.
3. THE TOP PORTION OF THE SIGN SHALL HAVE A BLUE BACKGROUND WITH A WHITE LEGEND AND BORDER.
4. THE BOTTOM PORTION OF THE SIGN SHALL HAVE A WHITE BACKGROUND WITH A BLACK OPAQUE LEGEND AND BORDER.
5. THE FINE NOTIFICATION SIGN SHALL HAVE A WHITE BACKGROUND WITH A BLACK OPAQUE LEGEND AND BORDER.
6. ONE SIGN SHALL BE REQUIRED FOR EACH PARKING SPACE.
7. EACH SIGN SHALL HAVE A CLEARANCE OF 7 FEET FROM THE BOTTOM OF THE SIGN TO FINAL GRADE OR THE TOP OF CURB, WHICHEVER IS GREATER. SIGNS SHALL NOT BE FARTHER THAN 5 FEET FROM THE FRONT OF THE PARKING SPACE.
8. ALL SIGNS SHALL BE MOUNTED ON 3 POUND CHANNEL POSTS. SIGNS MAY BE MOUNTED ON BUILDINGS WITH CITY APPROVAL.

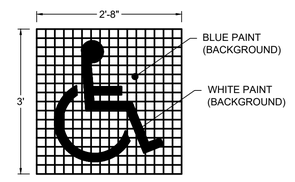
6 ACCESSIBLE SIGN
N.T.S.



TYPICAL ACCESSIBLE PARKING LAYOUT & STRIPING (FLORIDA)

* TOWN OF LOXAHATCHEE GROVES REQUIRES A MINIMUM WIDTH OF 14' FOR HANDICAP/ADA SPACES

9 ADA PARKING
N.T.S.



UNIVERSAL SYMBOL OF ACCESSIBILITY

NOTES:
1. ALL ADA PAVEMENT MARKINGS SHALL MATCH FDOT STANDARD PLAN 711-001 UNLESS OTHERWISE DIRECTED BY LOCAL JURISDICTION
2. DIMENSIONS ARE TO THE CENTERLINE OF MARKINGS.
3. CRITERIA FOR PAVEMENT MARKINGS ONLY, NOT PUBLIC SIDEWALK CURB RAMP LOCATIONS. FOR RAMP LOCATION REFER TO PLANS.
4. CONTRACTOR IS RESPONSIBLE TO PROVIDE AND INSTALL ALL ADA PARKING SIGNAGE PER LOCAL AND STATE REQUIREMENTS FOR SIZE, WORDING, AND FINE AMOUNT.

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Jason L. James, State of Florida, Professional Engineer, License No. 76936 This item has been digitally signed and sealed by Jason L. James, P.E. on the date indicated here. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies

JASON L. JAMES, P.E.
FL. P.E. No. 76936
06/11/2026

PANDA EXPRESS

SOUTHERN BLVD & AVOCADO AVE
LOXAHATCHEE GROVES, FL 33470

HARDSCAPE DETAILS I

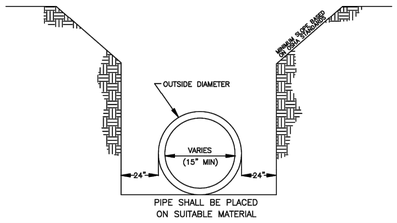
C03.5

D34763

J:\P7315\Civil\DWG_current_plan_set\Working\07 P73115 D34763 - C03.5 HARDSCAPE DETAILS I.dwg, 6/11/2026 9:48:10 AM, Oscar Guerra, _cph - Standard.stb

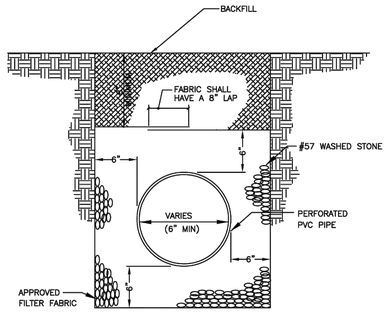
NOTES:

1. A MINIMUM OF 24" FROM OUTSIDE DIAMETER OF PIPE TO SIDE OF TRENCH MUST BE ALLOWED FOR COMPACTION OF FILL MATERIAL. BACKFILLING OF TRENCHES SHALL BE ACCOMPLISHED IMMEDIATELY AFTER THE PIPE IS LAID. THE FILL AROUND THE PIPE SHALL BE PLACED IN LAYERS NOT TO EXCEED 6". UNDER NO CIRCUMSTANCES SHALL WATER BE PERMITTED TO RISE IN UNBACKFILLED TRENCHES AFTER THE PIPE HAS BEEN PLACED. COMPACTION REQUIREMENTS SHALL BE ATTAINED BY THE USE OF MECHANICAL TAMPS ONLY. EACH AND EVERY LAYER OF BACKFILL SHALL BE PLACED LOOSE AND THOROUGHLY COMPACTED INTO PLACE.
2. ALL BACKFILL MATERIAL SHALL HAVE AN IN PLACE COMPACTED DENSITY OF 95%.
3. STANDARD PROCTOR. THE FINAL 2' BELOW FINISHED GRADE SHALL BE 100%.
4. ALL TRENCHING OPERATIONS SHALL MEET OSHA STANDARDS.
5. BACKFILL MATERIAL BENEATH ROADWAY SHALL BE SELECT BACKFILL MATERIAL.



NOTES:

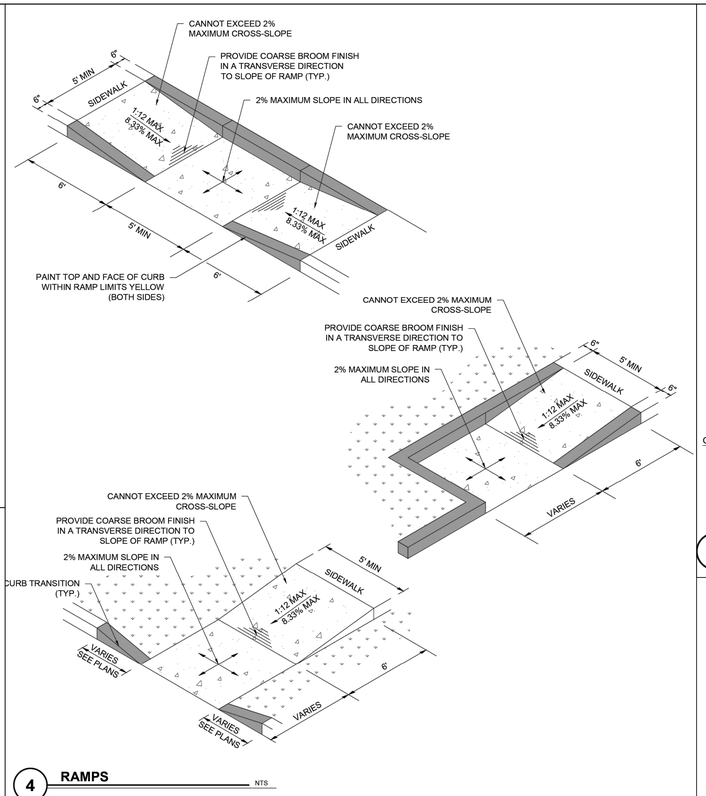
1. A MINIMUM OF 6" FROM OUTSIDE DIAMETER OF PIPE TO SIDE OF TRENCH MUST BE ALLOWED FOR WASHED STONE. THE METHOD OF COMPACTING BACKFILL MATERIAL IS SUBJECT TO APPROVAL BY THE COUNTY ENGINEER. AN APPROVED FILTER FABRIC SHALL BE PLACED AROUND STONE AND OVERLAPPED 8" AT TOP WITHIN STREET RIGHT OF WAY. PIPE SIZE TO BE SHOWN ON PLAN (MINIMUM 6" PIPE). PIPE TO BE SCHEDULE 20 OR 40 PERFORATED PVC.
2. OUTLET PIPE FROM SUBDRAIN SHALL BE NON-PERFORATED UNDER PAVEMENT (INCLUDING SIDEWALKS AND DRIVEWAYS).
3. THE OUTLET PIPES SHALL BE SCHEDULE 80 UNDER ROADWAYS.
4. SEE SITE PLAN FOR SLOPE OF SUBDRAIN AND TIE IN TO STORM DRAINAGE.
5. FILTER FABRIC SHALL BE AN APPROVED, TYPE 2 WATER PERMEABLE, SYNTHETIC FABRIC.
6. CLEAN OUTS ARE RECOMMENDED AT ALL PIPE INTERSECTIONS AND AT A 100' MAXIMUM SEPARATION.
7. SUBDRAIN INVERTS AT CATCH BASINS SHOULD BE INSTALLED ABOVE THE BOTTOM TO AVOID SURCHARGE OF SUBDRAIN SYSTEM.
8. SUBDRAINS WILL TIE INTO A STANDARD DRAINAGE STRUCTURE OR DAYLIGHT TO THE SURFACE WHERE APPROPRIATE.



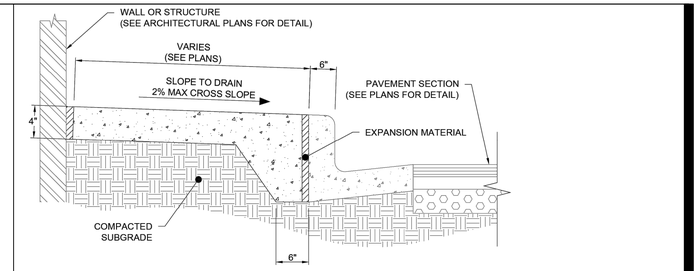
1 EXFILTRATION TRENCH CROSS-SECTION NTS

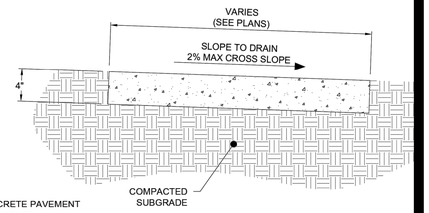
SPECIAL NOTE:

PREFABRICATED DRAINAGE MAY BE USED WITH APPROVAL OF COUNTY ENGINEER.



4 RAMPS NTS

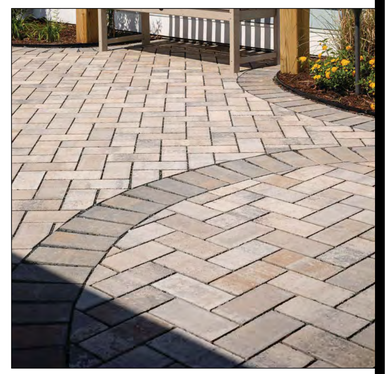


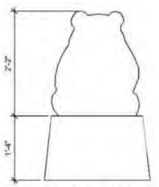


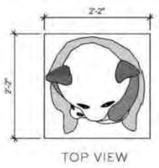
CONCRETE NOTES:

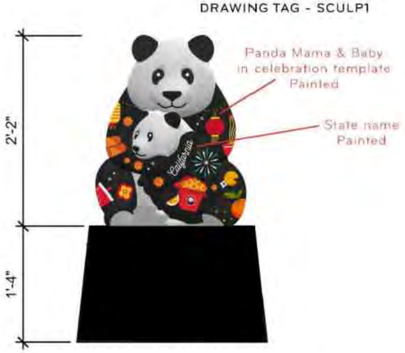
- f'c = 4,000 PSI
- PROVIDE CONTROL JOINTS AT 5' O.C.
- PROVIDE EXPANSION JOINTS ONLY WHERE CONCRETE PAVEMENT ABUTS FIXED OBJECTS, CURB AND GUTTER, AND OTHER PAVEMENT TYPES.

3 SIDEWALK SECTIONS NTS









2 PANDA STATUE N.T.S.

Panda Base & Statue Installation Guide:

Panda Base Install Instructions:

Do not drill holes into the concrete pad until the Panda Base arrives.

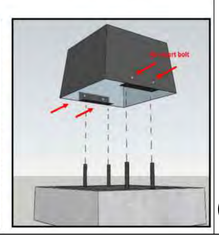
Each individual base will have its own hole template to insure proper hole location.

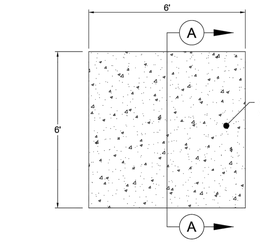
1. **Remove angle brackets from base.**
2. **Use provided hole template to mark holes on floor**
3. **Anchor angles to floor**
4. **Slide base over angles and re-insert 1/4-20 bolts.**

Simple Maintenance:

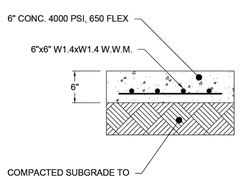
Periodically use dry cloths to wipe away dust and dirt.





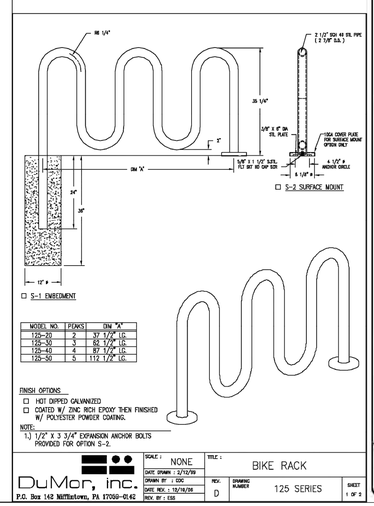


SECTION A-A



NOTE: CONTRACTOR TO COORDINATE ACTUAL SIZE OF PAD WITH UTILITY COMPANY PRIOR TO CONSTRUCTION.

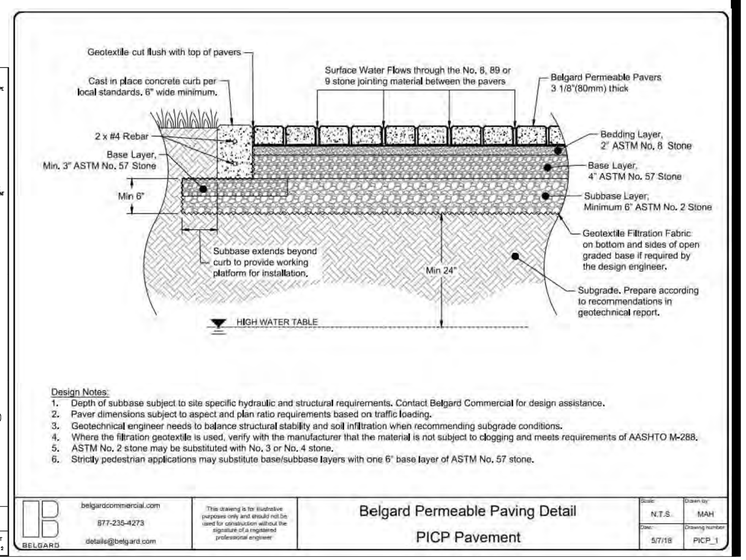
5 TRANSFORMER PAD NTS



MODEL NO.	P'CAPS	DIM "A"
125-20	2	37 1/2" LG
125-30	3	62 1/2" LG
125-40	4	87 1/2" LG
125-50	5	112 1/2" LG

DuMor, inc.
P.O. Box 142 Mifflintown, PA 17059-0142

SCALE : NONE	TITLE : BIKE RACK		
DATE DRAWN : 3/12/09			
DRAWN BY : JDC	REV. D	DRAWING NUMBER 125 SERIES	SHEET 1 OF 1
DATE REV. : 10/16/09			
REV. BY : CSS			



Design Notes:

1. Depth of subbase subject to site specific hydraulic and structural requirements. Contact Belgard Commercial for design assistance.
2. Paver dimensions subject to aspect and plan ratio requirements based on traffic loading.
3. Geotechnical engineer needs to balance structural stability and soil infiltration when recommending subgrade conditions.
4. Where the filtration geotextile is used, verify with the manufacturer that the material is not subject to clogging and meets requirements of AASHTO M-288.
5. ASTM No. 2 stone may be substituted with No. 3 or No. 4 stone.
6. Strictly pedestrian applications may substitute base/subbase layers with one 6" base layer of ASTM No. 57 stone.

BELGARD	belgardcommercial.com 877-235-4273 details@belgard.com	This drawing is for illustrative purposes only and should not be used for construction without the signature of a registered professional engineer	Belgard Permeable Paving Detail PICP Pavement	Scale: N.T.S. Drawn by: MAH Date: 5/7/18 Drawing Number: PICP_1

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Facsimile: 626.372.8288

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04/01/26	DRC RE-SUBMITTAL SET
06/05/26	DRC RE-SUBMITTAL SET

DRAWN BY: L. YOUNG

PANDA PROJECT #: D34763
PANDA STORE #: 5056
CIVIL PROJECT #: P73115

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State of Florida Licenses:
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Surveyor No. LB7143
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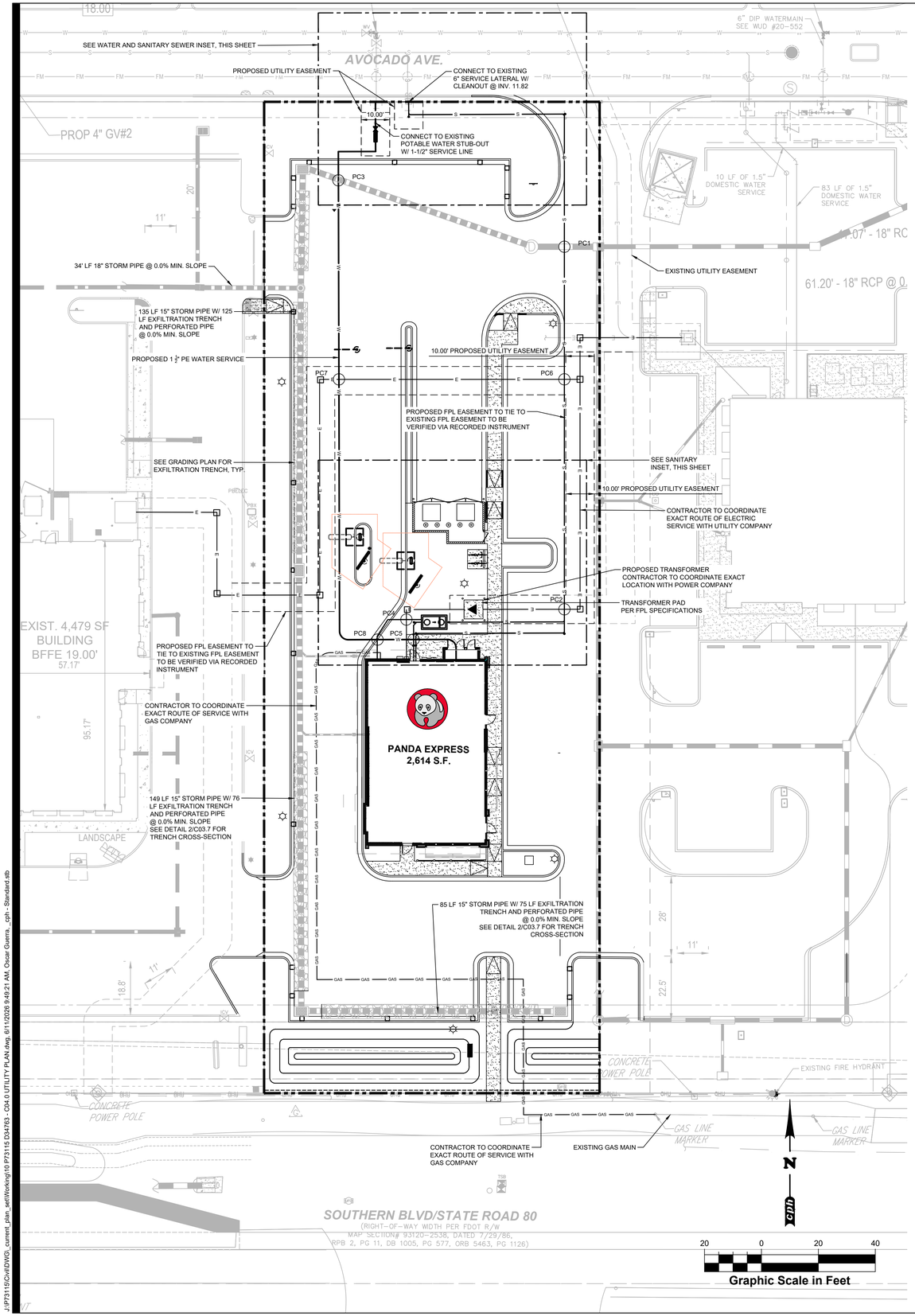
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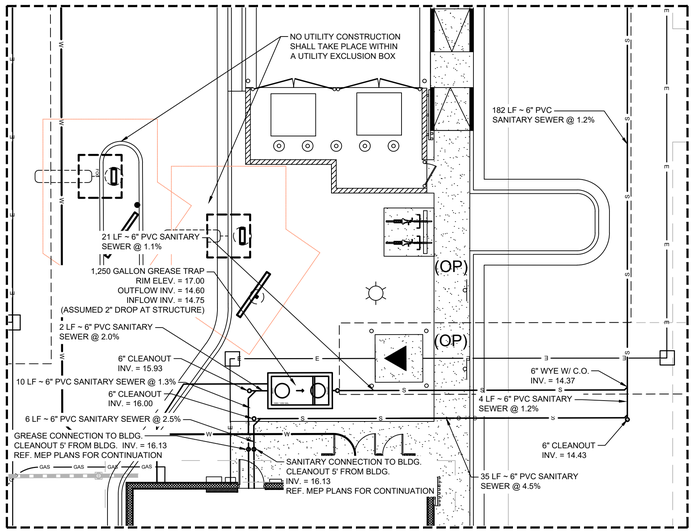
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HARDSCAPE DETAILS III

C03.7

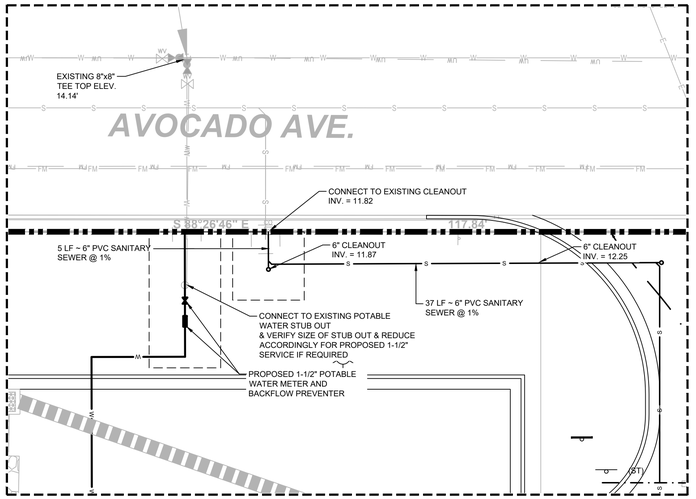
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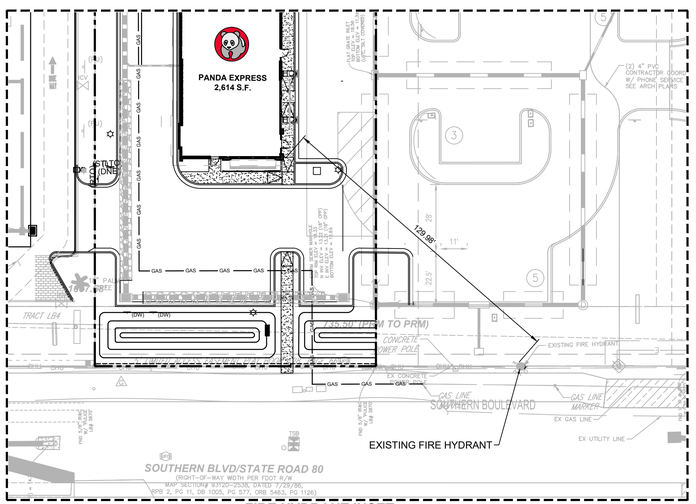
SANITARY INSET

SCALE: 1"=10'



WATER AND SANITARY SEWER INSET

SCALE: 1"=10'



FIRE HYDRANT INSET

SCALE: 1"=30'

LEGEND

- PROPERTY LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- E — ELECTRIC LINE
- FM — FORCE MAIN
- GAS — GAS LINE
- S — SANITARY SEWER
- W — WATER SERVICE
- GATE VALVE
- REDUCER
- PC1 PIPE CROSSING

GENERAL UTILITY NOTES

1. MEP PLANS FOR CONTINUATION OF ALL UTILITIES INSIDE THE BUILDING.
2. SANITARY LATERALS SHALL HAVE A MINIMUM FALL OF 1.00%.
3. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES, LOCATIONS AND ELEVATIONS PRIOR TO STARTING CONSTRUCTION AND ALERT ENGINEER TO ANY DISCREPANCIES IMMEDIATELY.
4. THE FINAL LOCATION OF FIRE HYDRANTS, VALVES, WATER LINES, BACKFLOW PREVENTERS, ETC. SHALL BE DETERMINED DURING CONSTRUCTION. NOTIFY THE ENGINEER OF ANY CHANGES TO LOCATION OR CONFIGURATION. NFPA CODES SHALL BE ADHERED TO.
5. THE CONTRACTOR SHALL CONTACT PUBLIC UTILITIES INSPECTIONS AT LEAST 72 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITY.
6. ALL WORK TO BE DONE IN STRICT ACCORDANCE WITH LOCAL GOVERNING CODES.
7. UTILITY CONDUIT MATERIAL FOR ELECTRIC, TELEPHONE, AND CABLE SHALL BE INSTALLED PER UTILITY PROVIDER SPECIFICATIONS.
8. CONTRACTOR TO BUILD CONCRETE TRANSFORMER PAD AND INSTALL SCHEDULE 80 PVC CONDUIT AND PULL STRING WITH SWEEPING BENDS.
9. CONTRACTOR SHALL COORDINATE AND VERIFY LOCATION OF ALL SIGNAGE WITH OWNER PRIOR TO CONSTRUCTION.
10. CONTRACTOR SHALL COORDINATE AND ADJUST LOCATION OF LOOP DETECTORS TO AVOID UTILITY CONFLICTS PRIOR TO CONSTRUCTION.
11. CONTRACTOR SHALL INSTALL GENERAL UTILITY CONDUITS TO PLANTERS AROUND BUILDING. SEE ARCHITECTURAL/MEP PLANS FOR CONTINUATION.
12. ANY SERVICE ARRANGEMENTS FOR THE PROPERTY WILL BE SUBJECT TO LATER DISCUSSIONS BETWEEN THE DEVELOPER AND AT&T.
13. SANITARY SEWER AND STORM SEWER LINES MUST BE VIDEOED AND SUBMITTED TO CLIENT WITHIN 14 DAYS OF TURNOVER.

UTILITY LINE MATERIALS

POTABLE WATER LINE
1", 1 1/2" & 2" POLYETHYLENE TUBING, SDR9 COPPER TUBE SIZE AWWA C901, ASTM D1248, ASTM D2239, ASTM D2737, ASTM D3350

GRAVITY SEWER LINE
6" PVC SHALL CONFIRM TO ASTM D3034, SDR 35

NEEDED FIRE FLOW

PER NFPA TABLE 18.4.5.1.2
TYPE V (000) UNPROTECTED
FIRE FLOW NEEDED: 1500 GPM, 2 HRS

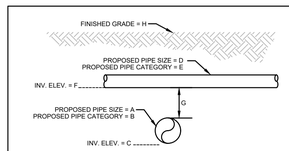
GREASE TRAP CALCULATION

59 SEATS X 10GAL/SEAT X 12HRS/12HRS X 1LF = 590 GALLON REQUIRED

250 MEALS X 5 GALLONS/MEAL X 0.75 = 938 GALLONS

TOTAL REQUIRED: 590 GALLON + 938 GALLON = 1528 GALLON

TWO (2) 1,250 GALLONS PROVIDED



PIPE CROSSING

PIPE CROSSING TABLE

I.D.	A	B	C	D	E	F	G	H
PC-1	6"	SANITARY	12.30'	15"	STORM	13.30'	0.50'	19.00'
PC-2	6"	SANITARY	14.32'	4"	ELECTRICAL	16.32'	1.50'	19.40'
PC-3	1-1/2"	WATER	12.67'	15"	STORM	13.30'	0.50'	17.40'
PC-4	4"	GREASE	14.95'	4"	ELECTRICAL	16.45'	1.50'	19.80'
PC-5	6"	SANITARY	16.05'	1-1/2"	WATER	17.05'	0.50'	19.90'
PC-6	6"	SANITARY	13.53'	4"	ELECTRICAL	15.53'	1.50'	18.90'
PC-7	1-1/2"	WATER	14.70'	4"	ELECTRICAL	16.32'	1.50'	18.30'
PC-8	6"	SANITARY	16.05'	1-1/2"	WATER	17.05'	0.50'	19.90'

WATER AND SEWER TO BE MANAGED BY PALM BEACH COUNTY WATER UTILITIES DEPARTMENT

CONTRACTOR TO EXERCISE EXTREME CAUTION WHEN EXCAVATING IN THE VICINITY OF THE EXISTING BURIED GAS MAIN

ELECTRICAL SERVICE TO BE INSTALLED UNDERGROUND

24 HOUR CONTACT:
PANDA PM

GRANT BUMGARDNER
(727) 219-7380

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Sunshine811.com
www.sunshine811.com

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State of Florida Licenses:
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Surveyor No. LB7143
Architect. No. AA26000926
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500 West Fulton Street
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Ph: 407.322.6841

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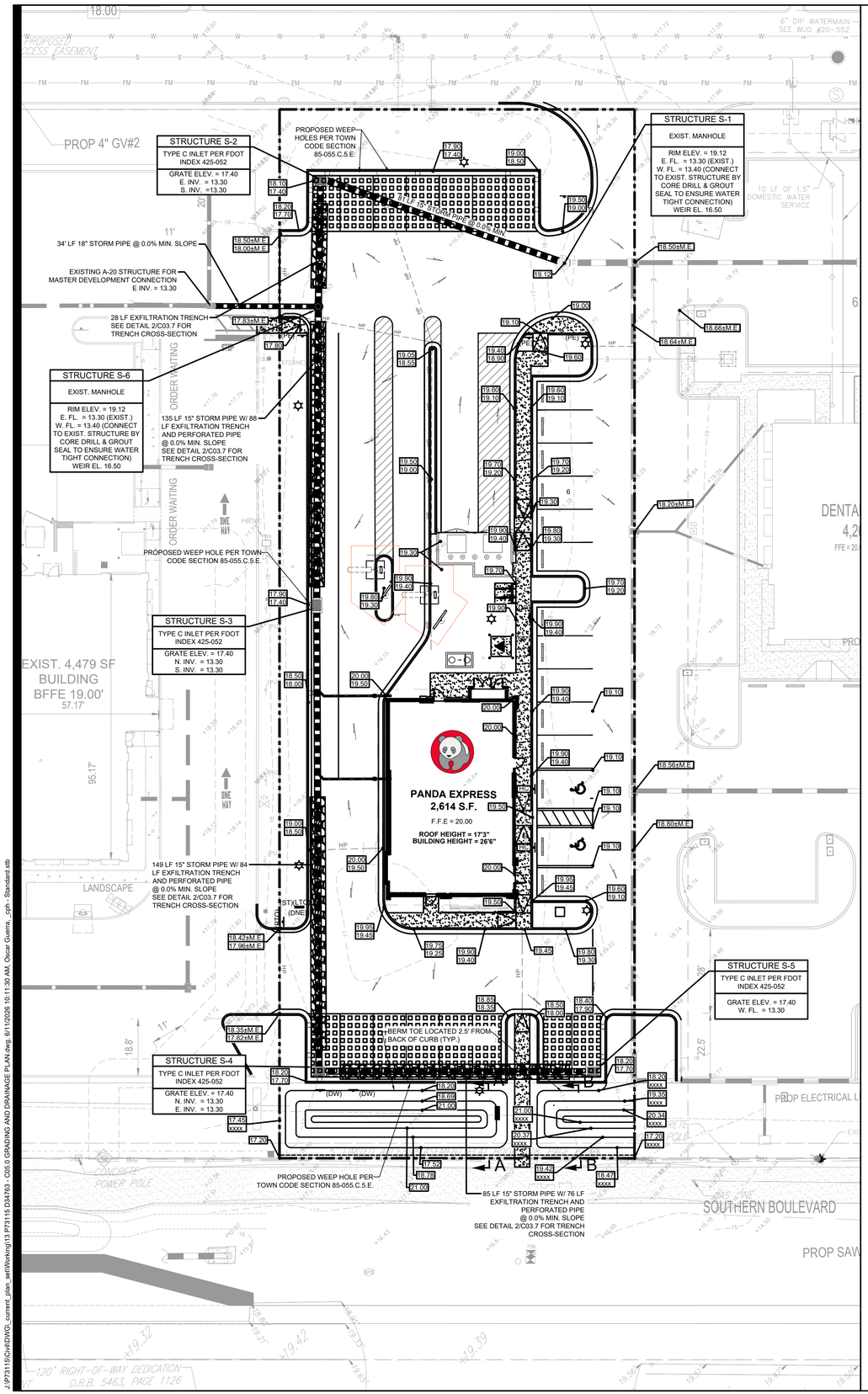
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LOXAHATCHEE GROVES, FL 33470

UTILITY PLAN

C04.0

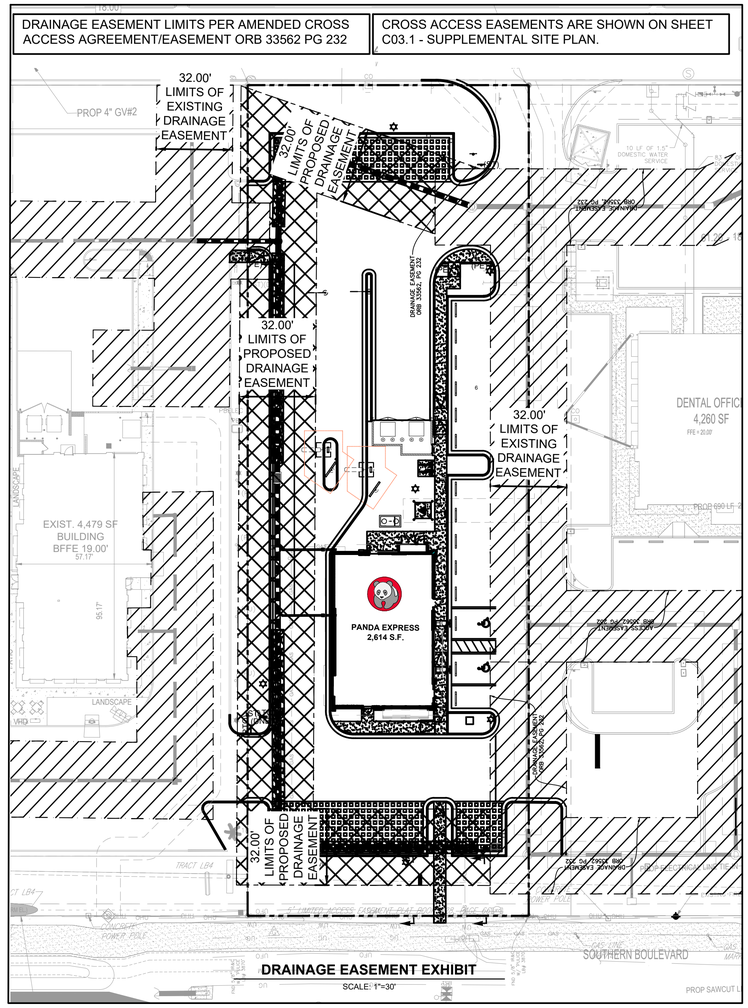
D34763

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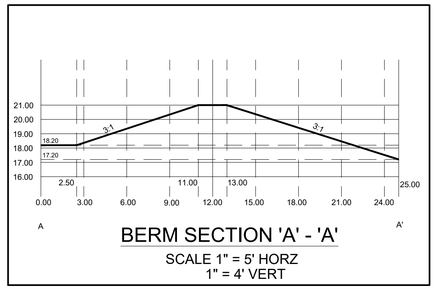
DRAINAGE EASEMENT LIMITS PER AMENDED CROSS ACCESS AGREEMENT/EASEMENT ORB 33562 PG 232

CROSS ACCESS EASEMENTS ARE SHOWN ON SHEET C03.1 - SUPPLEMENTAL SITE PLAN.



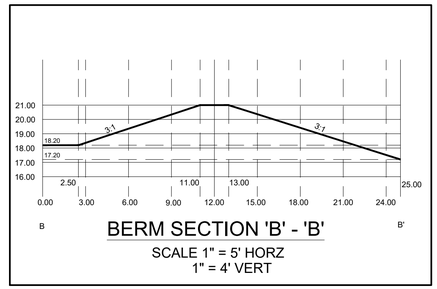
DRAINAGE EASEMENT EXHIBIT

SCALE: 1"=30'



BERM SECTION 'A' - 'A'

SCALE 1" = 5' HORZ
1" = 4' VERT



BERM SECTION 'B' - 'B'

SCALE 1" = 5' HORZ
1" = 4' VERT

GRADING & DRAINAGE LEGEND

- PROPOSED STORM LINE
- PROPOSED HIGH POINT
- MATCH EXISTING PAVEMENT ELEV.
- PROPOSED PAVEMENT ELEV.
- PROPOSED DRAINAGE FLOW DIRECTION
- EXISTING LIMITS OF DRAINAGE EASEMENT
- PROPOSED LIMITS OF DRAINAGE EASEMENT
- PERVIOUS PAVERS
- LIMITS OF PROPOSED REMOVAL OF EXISTING PAVEMENT AND CURBING
- LIMITS OF PROPOSED DRAINAGE EASEMENT

GRADING & DRAINAGE NOTES

1. SEE LANDSCAPE PLAN FOR REQUIRED TREES AND GROUND COVER.
2. SLOPE OF SURFACE GRADE SHALL BE A MINIMUM OF 1.00%
3. MAXIMUM CUT OF FILL SLOPES IS 2H:1V.
4. THE CONTRACTOR SHALL PROVIDE CLEAN, SUITABLE MATERIAL FOR REQUIRED FILL. SHOULD A SUFFICIENT QUANTITY OF SUITABLE MATERIAL NOT BE AVAILABLE FROM THE REQUIRED EXCAVATION ON THE SITE.
5. ALL FILL SHOULD BE PLACED IN THIN, HORIZONTAL LOOSE LIFTS (MAXIMUM 6-INCH) AND COMPACTED TO AT LEAST 100 PERCENT OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D 698). THE UPPER 8 INCHES OF SOIL BENEATH PAVEMENTS AND SLAB-ON-GRADE SHOULD BE COMPACTED TO AT LEAST 100 PERCENT. COMPACTION MUST BE CERTIFIED BY A STATE REGISTERED PROFESSIONAL SOILS ENGINEER PRIOR TO THE INSTALLATION OF PAVEMENTS, CURBS, SIDEWALKS OR FOOTINGS OF ANY TYPE.
6. LENGTH OF RIP-RAP PADS AT PIPE OUTLET STRUCTURES TO BE A MINIMUM LENGTH OF (6) SIX TIMES THE DIAMETER OF THE PIPE.
7. JURISDICTIONAL LAND DISTURBANCE PERMIT MUST BE DISPLAYED ON SITE AT ALL TIMES DURING CONSTRUCTION AND IN PLAIN VIEW FROM A PUBLIC ROAD OR STREET.

HYDROLOGY STATEMENT

ONSITE STORMWATER RUN-OFF WILL BE COLLECTED VIA PROPOSED DRAINAGE INLETS AND STORM PIPE SYSTEM TO BE FULLY CAPABLE OF HANDLING ALL DESIGN STORMWATER EVENTS ON-SITE WITHIN AN EXFILTRATION TRENCH DRAINAGE SYSTEM. TO PROVIDE AN ADDITIONAL LEVEL OF REDUNDANCY, A CONNECTION TO THE MASTER DRAINAGE SYSTEM HAS BEEN PROPOSED TO ALLOW EXCESS STORMWATER TO LEAVE THE SITE AS NEEDED.

STORM SYSTEM NOTES

1. ALL PIPES IN LEGEND SPECIFIED AS "STORM PIPE" SHALL BE SELECTED FROM THE FOLLOWING:
   RCP PIPE SHALL COMPLY WITH ASTM C76
   ERCP PIPE SHALL COMPLY WITH ASTM C507
   HDPE PIPE SHALL COMPLY WITH ASTM 3350
   PVC PIPE SHALL COMPLY WITH ASTM 3034, SDR 35
2. FOR INLET BOTTOMS & SUPPLEMENTAL DETAILS SEE FDOT DESIGN STANDARDS MANUAL.
3. ALL DRAINAGE STRUCTURES, INCLUDING CLEAN-OUTS, SHALL BE INSTALLED WITH TRAFFIC BEARING GRATES, TOPS, RINGS AND COVERS, ETC. AS APPLICABLE.
4. ALL PROPOSED INLET GRATES SHALL BE H20 TRAFFIC BEARING RETICULINE STEEL.
5. ALL RCP PIPE JOINTS SHALL BE BELL & SPIGOT TYPE WITH A RUBBER GASKET CONFORMING TO ASTM C-443. THE PIPE SHALL BE MANUFACTURED IN ACCORDANCE WITH AASHTO M-170 AND/OR ASTM C-76. CLASS OF PIPE AND WALL THICKNESS SHALL BE IN ACCORDANCE WITH FDOT SPECIFICATIONS.

BUILDING AREA NOTES

1. MAINTAIN ACCESS FOR EMERGENCY VEHICLES AROUND AND TO ALL BUILDINGS UNDER CONSTRUCTION; i.e. IN TIMES OF RAIN OR MUD, ROADS SHALL BE PASSABLE TO EMERGENCY VEHICLES BY BEING PAVED OR HAVING A CRUSHED STONE BASE ETC... WITH A MINIMUM WIDTH OF 20 FEET. THE ACCESS TO BUILDINGS HAVING SPRINKLER OR STANDPIPE SYSTEMS SHALL BE TO WITHIN 40 FEET OF THE FIRE DEPARTMENT CONNECTION (NFPA 1141 3-1).
2. CONTRACTOR TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING IN ALL AREAS AROUND BUILDING.

24 HOUR CONTACT:
PANDA PM

GRANT BUMGARDNER
(727) 219-7380

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N

CHD

20 0 20 40
Graphic Scale in Feet

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06/05/26	DRC RE-SUBMITTAL SET

DRAWN BY: L. YOUNG

PANDA PROJECT #: D34763
PANDA STORE #: 5056
CIVIL PROJECT #: P73115

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Plans Prepared By:
CPH CONSULTING, LLC
State of Florida Licenses:
Engineer No. 3215
Surveyor No. LB7143
Architect. No. AA26000926
Landscape No. LC000298
800 West Fulton Street
Sanford, FL 32771
Ph: 407.322.6841

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JASON LEOPOLD JAMES
LICENSE
No. 76936
STATE OF FLORIDA
PROFESSIONAL ENGINEER

JASON L. JAMES, P.E.
FL. P.E. No. 76936
06/11/2026

PANDA EXPRESS

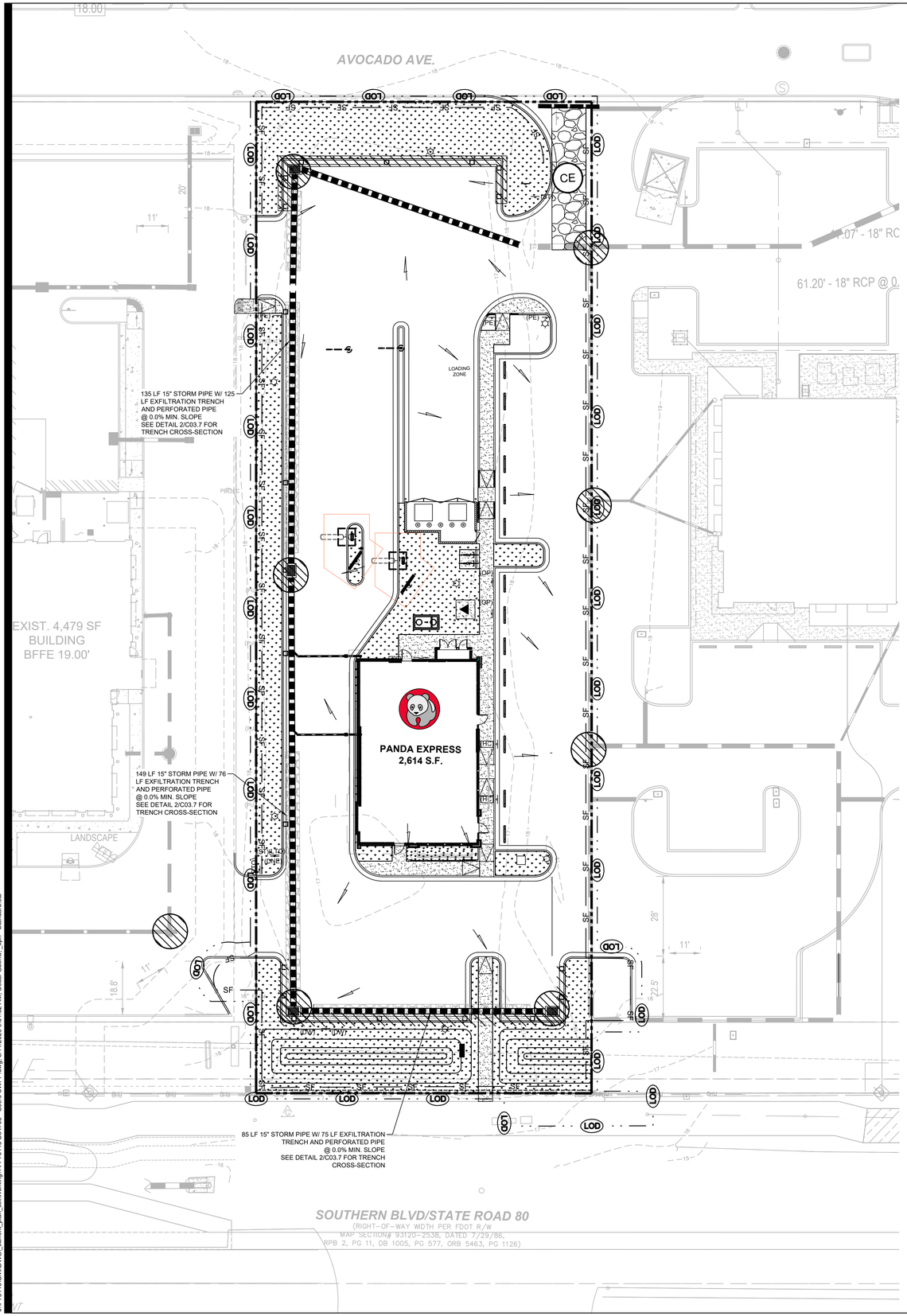
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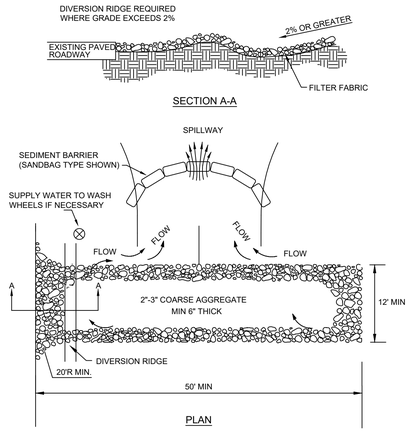
GRADING & DRAINAGE PLAN

C05.0

D34763

J:\P73115\Civil\DWG_current_plan_set\Working\13 P73115 D34763 - C05.0 GRADING AND DRAINAGE PLAN.dwg, 6/11/2026 10:11:30 AM, Oscar Guerra, _cph - Standard.stb





NOTES:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

TEMPORARY CONSTRUCTION EXIT DETAIL
N.T.S.

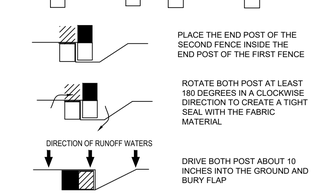
LEGEND

- LOD — LIMITS OF DISTURBANCE
- SF — SILT FENCE PER STATE OF FLORIDA EROSION AND SEDIMENT CONTROL MANUAL (LATEST EDITION). SEE CITY DETAIL SHEET C4.1
- SOIL BOUNDARY
- BARRICADE (AT ALL ENTRANCE LOCATIONS W/O TEMPORARY CONSTRUCTION ACCESS)
- INLET PROTECTION
- CE — CONSTRUCTION ENTRANCE PER STATE OF FLORIDA EROSION AND SEDIMENT CONTROL MANUAL (LATEST EDITION) SEE CITY DETAIL SHEET C4.1
- PERMANENT SEEDING/ VEGETATION
- X — SOIL TYPE: x

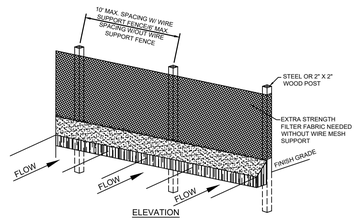
ACREAGE SUMMARY	
TOTAL SITE AREA	0.94 AC.
TOTAL DISTURBED AREA	1.02 AC.

NOTE:

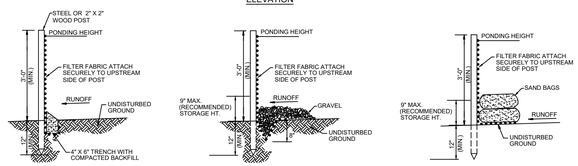
NO CONTAMINATION ON THIS SITE, NOR WITHIN 500' OF SITE.



ATTACHING TWO SILT FENCES
N.T.S.



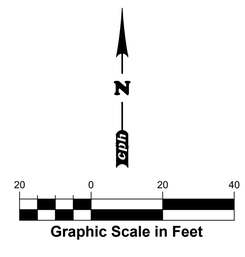
NOTES:
1. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
2. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.
3. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.



SEDIMENTATION / SILT FENCE
N.T.S.

24 HOUR CONTACT:
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DRAWN BY: L. YOUNG

PANDA PROJECT #: D34763
PANDA STORE #: 5056
CIVIL PROJECT #: P73115

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State of Florida Licenses:
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Surveyor No. LB7143
Architect. No. AA26000926
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Name (Operator and/or Responsible Authority) Date

Project Name and location information:

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FL. P.E. No. 76936
06/11/2026

PANDA EXPRESS

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SWPP PLAN
C06.0

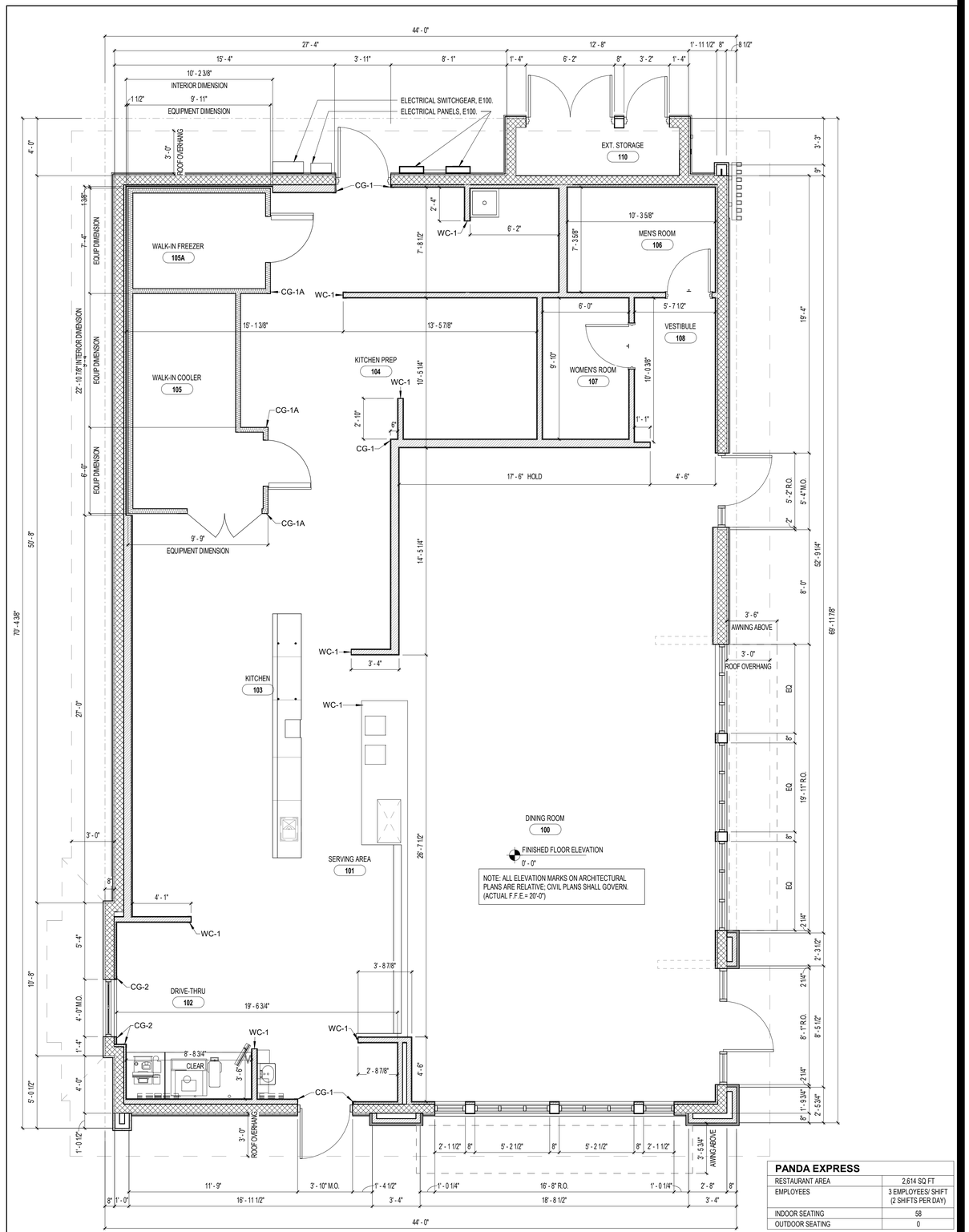
D34763

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ROOM AREA SCHEDULE

ROOM NO.	ROOM NAME	APPROXIMATE ROOM LENGTH	APPROXIMATE ROOM WIDTH	AREA
100	DINING ROOM	45' - 7"	22' - 6"	930 SF
101	SERVING AREA	22' - 6"	7' - 1"	158 SF
102	DRIVE-THRU	12' - 4"	19' - 7"	182 SF
103	KITCHEN	28' - 1"	18' - 0"	421 SF
104	KITCHEN PREP	15' - 0"	20' - 8"	391 SF
105	WALK-IN COOLER	15' - 0"	9' - 3"	118 SF
105A	WALK-IN FREEZER	6' - 8"	9' - 3"	62 SF
106	MEN'S ROOM	7' - 4"	10' - 4"	75 SF
107	WOMEN'S ROOM	9' - 10"	6' - 0"	59 SF
108	VESTIBULE	10' - 0"	5' - 8"	59 SF
110	EXT. STORAGE	3' - 4"	11' - 5"	38 SF

NOTE: AREAS SHOWN MAY NOT ADD UP TO TOTAL DUE TO PARTIAL WALL INCLUSION.



PANDA EXPRESS	
RESTAURANT AREA	2,614 SQ FT
EMPLOYEES	3 EMPLOYEES/ SHIFT (2 SHIFTS PER DAY)
INDOOR SEATING	58
OUTDOOR SEATING	0

FLOOR PLAN 01

1/4" = 1'-0" A-000

PANDA EXPRESS, INC.
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Rosemead, California
91770

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DRC RE-SUBMITTAL SET	04/01/2026

DRAWN BY: CPH

PANDA PROJECT #: S8-27-D34763

PANDA STORE #: 5056

ARCH PROJECT #: P73115

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Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Lndscp. Lic. No. LC0000298

STATE OF FLORIDA — EMILY JEANNE ANDERSON — REGISTERED ARCHITECT

PANDA HOME

SOUTHERN BLVD & AVOCADO AVE
LOXAHATCHEE GROVES, FL 33470

A-000

FLOOR PLAN

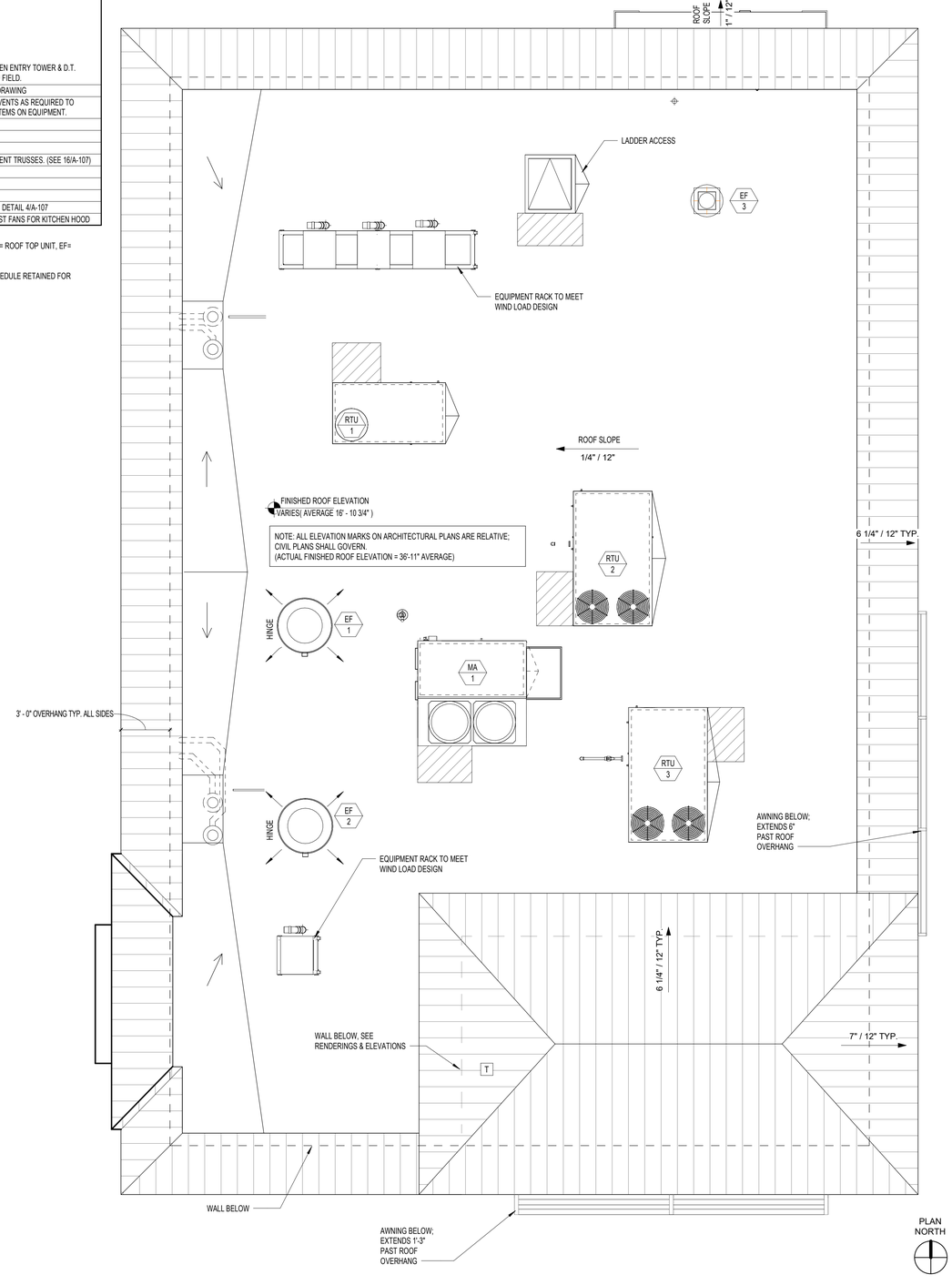
PH R4

ROOF PLAN KEYNOTES

MARK	DESCRIPTION
R1	REF: EQUIPMENT RACK (SEE SHEET A-108)
R2	4" ROOF DRAIN AND OVERFLOW DRAIN (SEE 15/A-107)
R3	TAPERED ROOF INSULATION CRICKET TO ASSURE POSITIVE ROOF DRAINAGE
R4	SINGLE-PLY ROOFING, SEE ROOF PLAN NOTE #1
R5	ENCLOSED ATTIC SPACE ACCESS DOOR. WWW.ACUDOR.COM 1-800-722-0501 ACUDOR AD/WT (AIR TIGHT/WATER TIGHT) 30"X30" ALLEN HEAD SCREWS MILD STEEL PRIME COAT CENTER ACCESS DOOR IN PARAPET WALL BETWEEN ENTRY TOWER & D.T. TOWER. PROVIDE WHITE ENAMEL PAINT FINISH IN FIELD.
R6	ROOF TOP MECHANICAL UNIT, SEE MECHANCIAL DRAWING
R7	WATER HEATER VENT - SEE MEP PLANS. OFFSET VENTS AS REQUIRED TO MAINTAIN MIN. 10'-0" AWAY FROM AIR INTAKE SYSTEMS ON EQUIPMENT.
R8	EXHAUST FAN
R9	NOT USED
R10	MECHANICAL UNIT CURB. SEE DETAIL 18/A-107
R11	ROOF ACCESS HATCH LOCATE BETWEEN 2 ADJACENT TRUSSES. (SEE 16/A-107)
R12	TOP OF PLATE - REF. STRUCTURAL
R13	PLUMBING VENT (SEE 13/A-107)
R14	WEATHER PROOF HYDRANT
R15	PROVIDE WALK-WAY PAD AS SHOWN, REFERENCE DETAIL 4/A-107
R16	POWER SUPPLY LOCATION FOR ROOFTOP EXHAUST FANS FOR KITCHEN HOOD

NOTE; ROOF TOP EQUIPMENT SHOWN FOR REFERENCE ONLY. RTU = ROOF TOP UNIT, EF= EXHAUST FAN, MA= MAKE UP AIR

KEYNOTES NOT SHOWN BECUASE THIS IS A SITE PLAN REVIEW, SCHEDULE RETAINED FOR REFERENCE



ROOF PLAN — 1/4" = 1'-0"

01 / A-107

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STATE OF FLORIDA — EMILY CANNIZZARO — REGISTERED ARCHITECT

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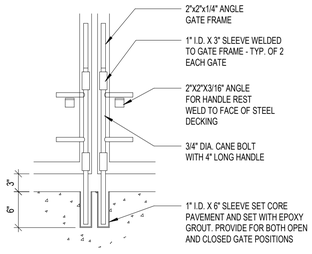
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A-001

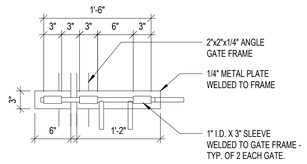
ROOF PLAN

NOT USED — 12

N.T.S. — A-002



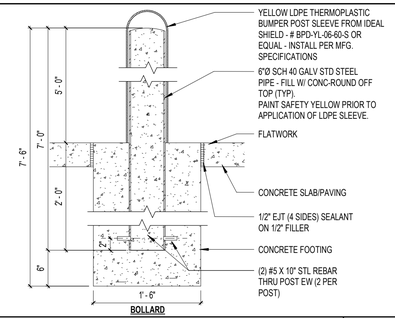
"A" CANE BOLT DETAIL



"B" CANE BOLT DETAIL

DUMPSTER GATE LATCH DETAILS — 15

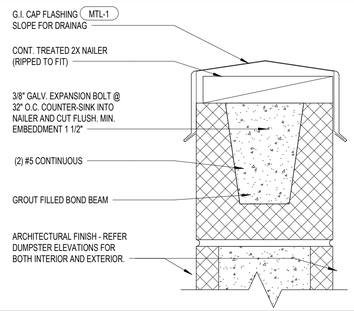
N.T.S. — A-002



BOLLARD

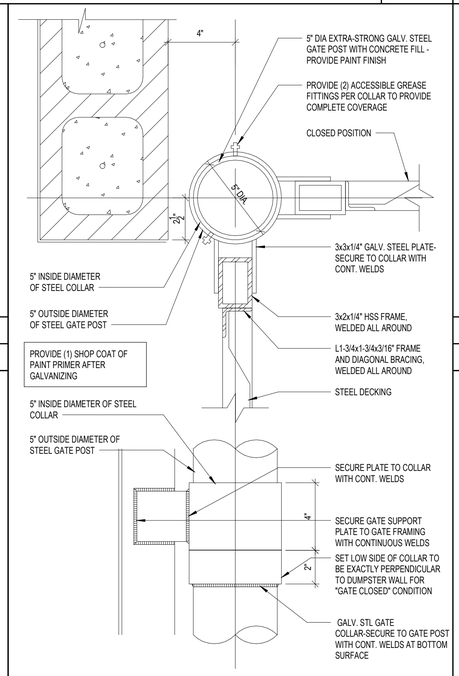
BOLLARD/POST BASE — 18

1" = 1'-0" — A-002



DUMPSTER CAP DETAIL — 17

3" = 1'-0" — A-002

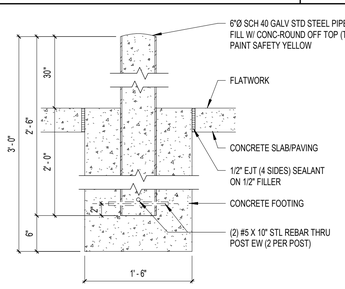


HINGE DETAIL — 13

3" = 1'-0" — A-002

NOT USED — 11

N.T.S. — A-002



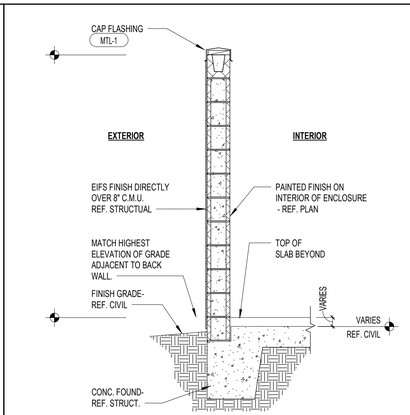
BOLLARD

BOLLARD AT DUMPSTERS — 10

1" = 1'-0" — A-002

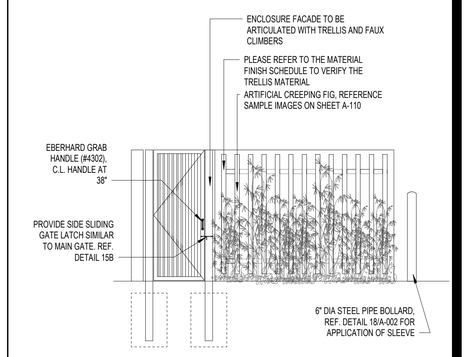
NOT USED — 09

A-002



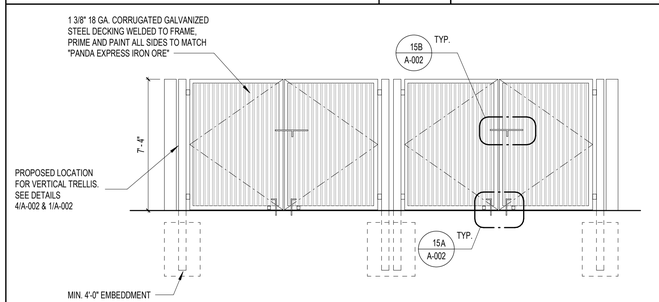
TRASH ENCLOSURE WALL SECTION — 08

1/2" = 1'-0" — A-002



SIDE ELEVATION — 04

1/4" = 1'-0" — A-002



NOTE:
THE TRASH ENCLOSURE EXTERIOR CMU WALLS TO HAVE EIFS (COATING) FINISH TO MATCH BUILDING TECTURE. REF. A-200

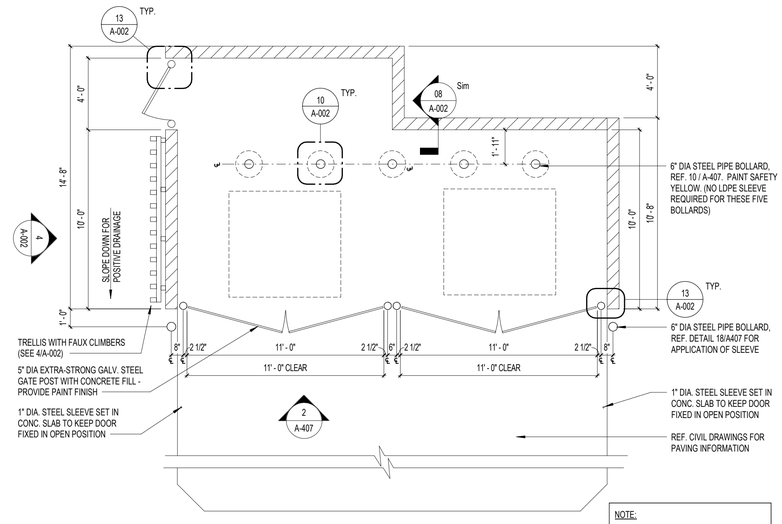
TRASH ENCLOSURE WALL COLOR SHALL MATCH EIFS-1

TRASH ENCLOSURE GATE COLOR SHALL MATCH "PANDA EXPRESS IRON ORE"

INTERIOR WALLS SHALL BE SMOOTH, CLEANABLE AND SEALED WITH AN APPROVED EPOXY CEMENT SEALER. COLOR TO MATCH EXTERIOR.

FRONT ELEVATION — 02

1/4" = 1'-0" — A-002



NOTE:

FLOOR OF DUMPSTER AREA MUST BE BROOM FINISH AND SEALED WITH (AQUA MIX SEALER'S CHOICE GOLD) CEMENT SEALER.

TRASH ENCLOSURE — 01

1/4" = 1'-0" — A-002

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NO.	REVISION	DATE

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DRC SUBMITTAL SET	03/01/2025
DRC RE-SUBMITTAL SET	08/01/2025
DRC RE-SUBMITTAL SET	11/04/2025
DRC RE-SUBMITTAL SET	04/01/2026

DRAWN BY: CPH

PANDA PROJECT #: S8-27-D34763

PANDA STORE #: 5056

ARCH PROJECT #: P73115

cph
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A Full Service A & E Firm

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Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Lndscp. Lic. No. LC0000298

STATE OF FLORIDA — CHRISTOPHER ANDREW HANNEMANN — REGISTERED ARCHITECT

PANDA HOME

SOUTHERN BLVD & AVOCADO AVE
LOXAHATCHEE GROVES, FL 33470

A-002

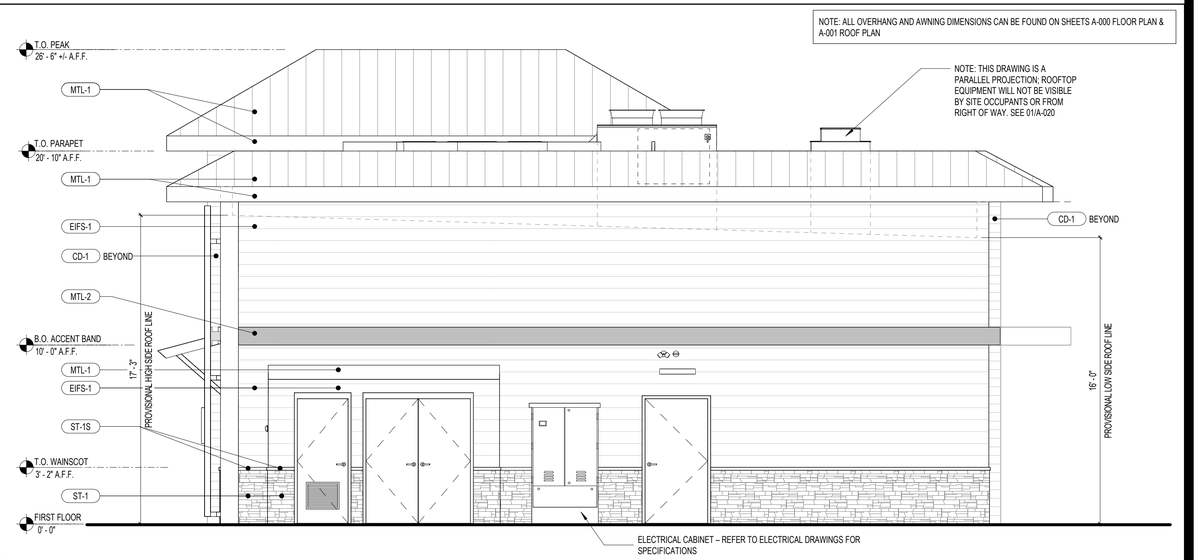
TRASH ENCLOSURE DETAILS

PH R4



NORTH ELEVATION — 05

N.T.S. — A-021



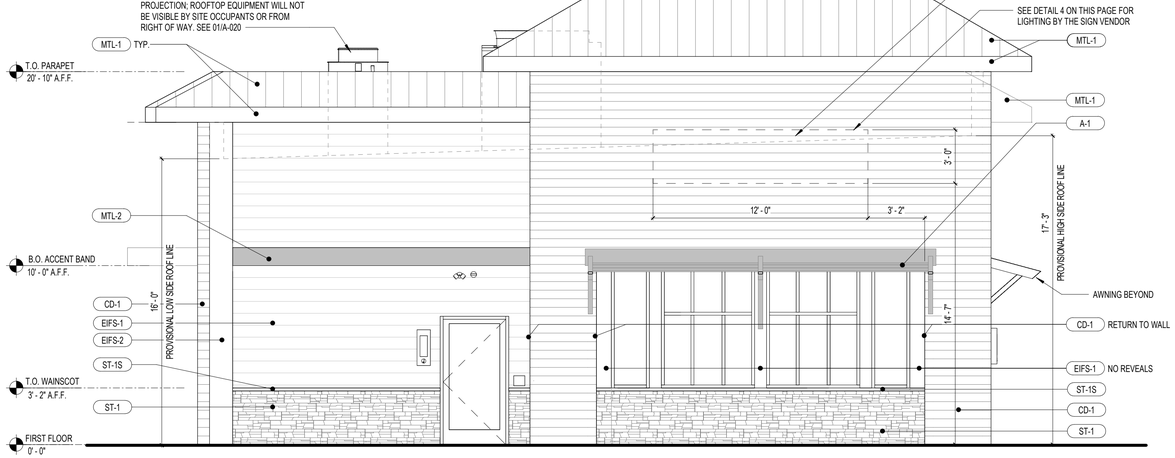
NORTH ELEVATION — 03

1/4" = 1'-0" — A-020



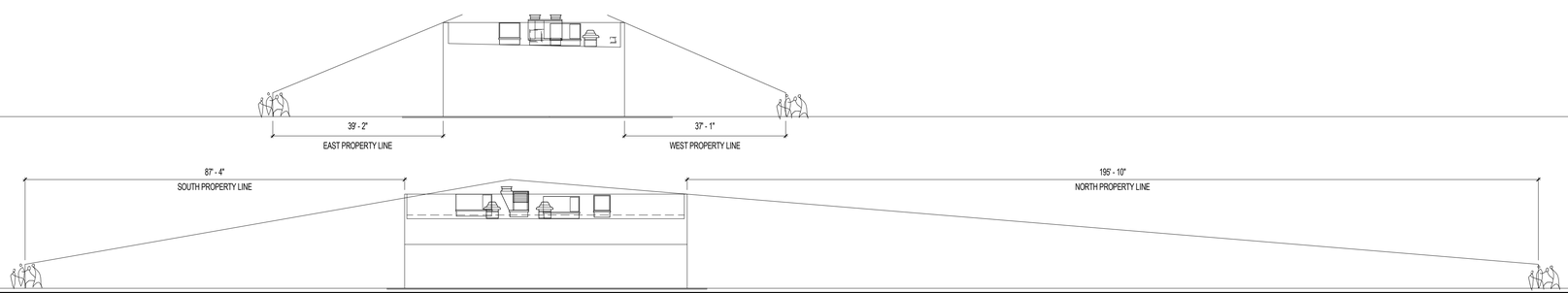
SOUTH ELEVATION — 04

N.T.S. — A-021



SOUTH ELEVATION — 02

1/4" = 1'-0" — A-020



PARAPET SIGHT DIAGRAM — 01

A-020

PANDA EXPRESS, INC.
1683 Walnut Grove Ave.
Rosemead, California
91770

Telephone: 626.799.9898
Facsimile: 626.372.8288

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STATE OF FLORIDA — EMILY JEANNE ANDERSON — REGISTERED ARCHITECT

PANDA HOME

SOUTHERN BLVD & AVOCADO AVE
LOXAHATCHEE GROVES, FL 33470

A-020

EXTERIOR ELEVATIONS

PH R4

EXTERIOR FINISH SCHEDULE

NO.	MANUFACTURER	MFG#	COLOR	FINISH	NOTES
A-1	FIBERON	WILDWOOD	SUMAC	-	WOOD AWNING WITH FIBERON SLATS TO MATCH BUILDING CLADDING
CD-1	FIBERON	WILDWOOD	SUMAC	-	COMPOSITE CLADDING 419-704-5924 EMAIL: MARIA.SCHOLLER@FIBERONCLADDING.COM
EIFS-1	STO	STOTHERM ESSENCE SYSTEM	SW 7646 - FIRST STAR	FINE	BUILDING BODY NOTE: EIFS TO RECEIVE FINAL COAT OF STO-CORP STO-LASTIC ELASTOMERIC COATING TINTED TO DESIRED COLOR AS SCHEDULED. PROVIDE HORIZONTAL REVEALS @ 8" O.C. U.N.O.
EIFS-2	STO	STOTHERM ESSENCE SYSTEM	SW 7069 - IRON ORE	FINE	EIFS ACCENT BAND
EIFS-3	STO	STOTHERM ESSENCE SYSTEM	PANTONE COLOR P200C - RED	FINE	EIFS BEHIND TRELLIS
MTL-1	EXCEPTIONAL METALS	-	DARK BRONZE	-	CAP FLASHING, METAL ROOF
MTL-2	PANDA VENDOR	ALLEN INDUSTRIES	PMS BLACK-7C	SATIN FINISH	CANOPY W/ LED W/ DOWN LIGHT AROUND BUILDING
ST-1	CORONADO STONE PRODUCTS	STRIP STONE	FAWN	-	WAINSCOT CONTACT: 864-962-1221 PROVIDE 3/8" MORTAR JOINTS. MFG.: ARGOS, COLOR: FAWN
ST-1S	CORONADO STONE PRODUCTS	CHISELED STONE CAP	CREAM	-	STONE CAP (3/8" VERTICAL JOINT - MORTAR TO MATCH STONE CAP)
TR-1	FIBERON	WILDWOOD	SUMAC	-	VERTICAL TRELLIS TO MATCH FIBERON SIDING



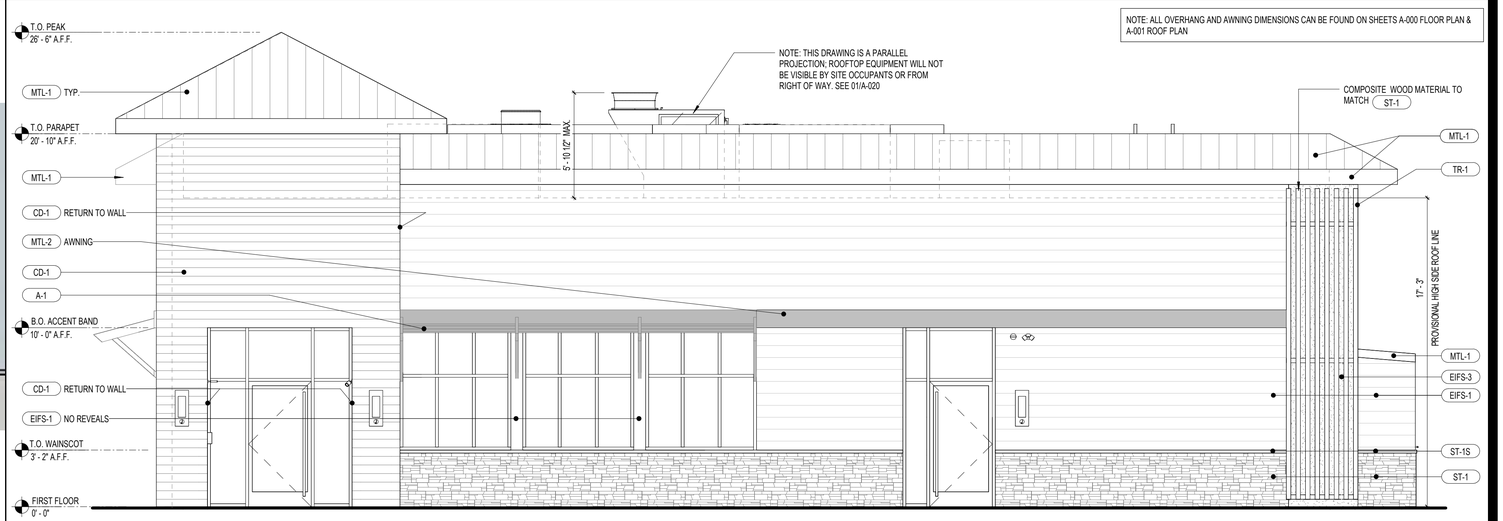
SOUTH-EAST CORNER ELEVATION 04
N.T.S. A-021



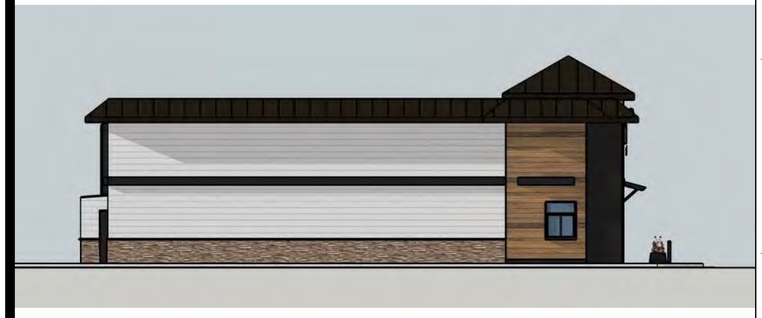
SOUTH-EAST CORNER ELEVATION 03
N.T.S. A-021



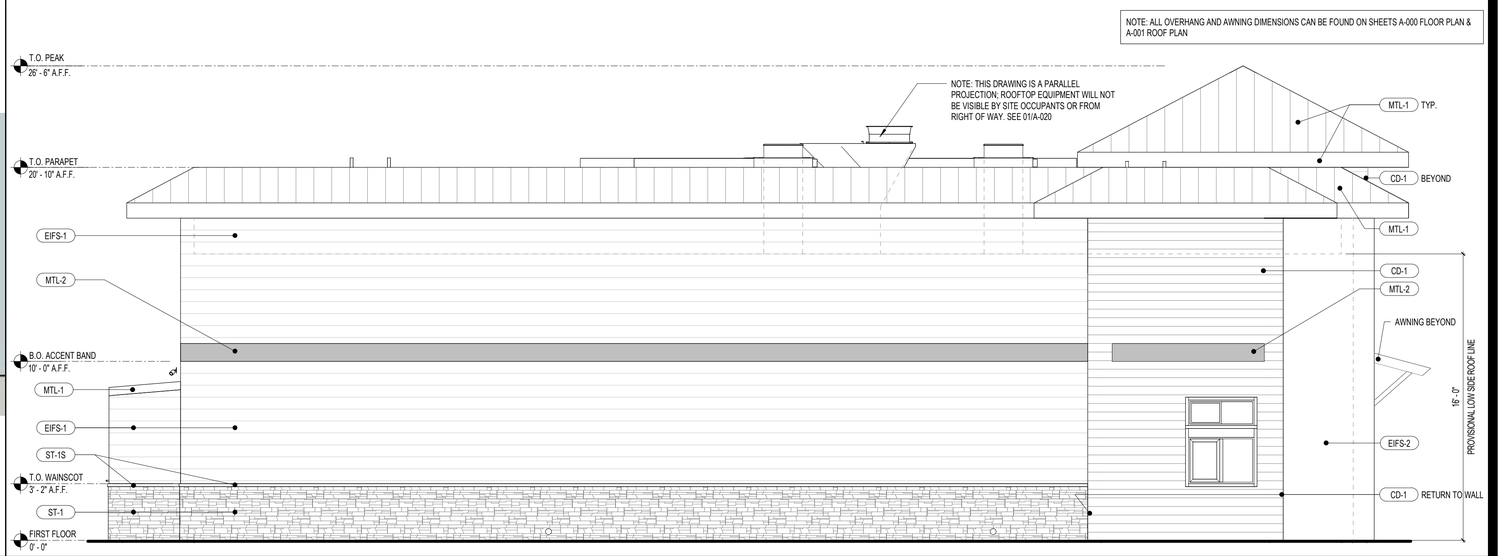
EAST ELEVATION 06
N.T.S. A-021



EAST ELEVATION 02
1/4" = 1'-0" A-021



WEST ELEVATION 05
N.T.S. A-021



WEST ELEVATION 01
1/4" = 1'-0" A-021

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STATE OF FLORIDA — EDWARD CANNIZZARO ANDERSON — REGISTERED ARCHITECT

PANDA HOME

SOUTHERN BLVD & AVOCADO AVE
LOXAHATCHEE GROVES, FL 33470

A-021

EXTERIOR ELEVATIONS

PH R4

FURNITURE SCHEDULE

NO.	QTY	NAME	SIZE	NOTES
C2T	13	WALNUT SPRINT DINING CHAIR	19.9"X22X32"	FOR 30IN HIGH TABLES
C2T1	16	WALNUT SPRINT STOOL	17.1"X14.8"X22"	FOR 34IN HIGH TABLES
CA5B	2	WALNUT HOME SINGLE BENCH	47"X23"X34"	34IN HIGH BACK, REF. 02/A109 FOR BOLT DOWN L BRACKET INFO.
CA5C	6	WALNUT HOME SINGLE BENCH	59"X23"X34"	34IN HIGH BACK, REF. 02/A109 FOR BOLT DOWN L BRACKET INFO.
CA5E	3	WALNUT HOME BACK-TO-BACK BENCH	47"X41.5"X34"	34IN HIGH BACK, REF. 02/A109 FOR BOLT DOWN L BRACKET INFO.
FA4I	1	LEFT BROOM BROADWAY BLACK/ NEW AGE OAK TRASH BIN	20"X27"X48"	TRASH LINER ON WHEELS INCLUDED
FA4J	1	RIGHT BROOM BROADWAY BLACK/ NEW AGE OAK TRASH BIN	20"X27"X48"	TRASH LINER ON WHEELS INCLUDED
LB1	1	BROADWAY BLACK/OAK SOLID LOW WALL	45"X6.25"X41"	USE (1) WITH SLATTED DIVIDER WITH MEDALLION FOR LOW WALL OR AT QUEUE. CORE DRILL LEGS
LB2	1	BROADWAY BLACK/OAK SOLID LOW WALL	47.75"X6.5"X41"	USE (1) WITH SLATTED DIVIDER WITHOUT MEDALLION AT ENTRY. USE (1) WITH SLATTED DIVIDER WITH MEDALLION FOR LOW WALL AT BEVERAGE STATION. AT QUEUE, TOP CAP TO OVERHANG 1/4" ALL SIDES. CORE DRILL LEGS
LBCO	1	OAK SLATTED DIVIDER WITHOUT MEDALLION FOR LOW WALL	44"X1.5"X91"	USE WITH 47.5" LOW WALL. CORE DRILL LEGS
LBCOM	1	OAK SLATTED DIVIDER WITH MEDALLION FOR LOW WALL	45"X2"X91"	USE WITH 45" LOW WALL. CORE DRILL LEGS
LC1	1	BROADWAY BLACK/OAK BENCH LOW SIDE WALL	54"X6.25"X41"	LED STRIP LIGHT INSTALLED AT BACK EDGE OF LOW WALL, CORE DRILL LEGS
LC2-202	1	BROADWAY BLACK/OAK BENCH LOW BACK WALL	202"X6.25"X41"	LED STRIP LIGHT INSTALLED AT BACK EDGE OF LOW WALL, CORE DRILL LEGS
TC3B	6	4 TOP MANGALORE MANGO LAMINATE TABLE	48"X24"X30"	CORE DRILL LEGS
TC3B-ADA	4	4 TOP MANGALORE MANGO LAMINATE TABLE - ADA	48"X24"X30"	CORE DRILL LEGS
TC3D	1	2 TOP MANGALORE MANGO LAMINATE TABLE	21"X24"X30"	CORE DRILL LEGS
TF1C	2	CELEBRATION TERRAZZO COMMUNITY TABLE	96"X31"X34"	CORE DRILL BASE/LEGS



ST-1 | A-1 | TR-1

MANUFACTURER : FIBERON
COLOR: SUMAC
FINISH: N/A

EIFS-1

MANUFACTURER : STO
COLOR: SW 7646 - FIRST STAR
FINISH: FINE



EIFS-2

MANUFACTURER : STO
COLOR: SW 7069 - IRON ORE
FINISH: FINE



EIFS-3

MANUFACTURER : STO
COLOR: PANTONE COLOR P200C - RED
FINISH: FINE



ST-1

MANUFACTURER : CORONADO STONE PRODUCTS
COLOR: FAWN
FINISH: N/A



ST-1S

MANUFACTURER : CORONADO STONE PRODUCTS
COLOR: CREAM
FINISH: N/A



MTL-1

MANUFACTURER : EXCEPTIONAL METALS
COLOR: DARK BRONZE
FINISH: FINE

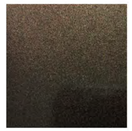


MTL-2

MANUFACTURER : PANDA VENDOR
COLOR: PMS BLACK-7C
FINISH: SATIN FINISH



MANUFACTURER : DESIGNER PLANTS
NOTE: ARTIFICIAL CREEPING FIG GARLAND BUSHES (UV RESISTANT & FIRE RATED)



STOREFRONT

MANUFACTURER : KAWNEER
MATERIAL : ALUMINUM
COLOR: DARK BRONZE
FINISH: SATIN
NOTE: APPLIES TO TRELLIS AT TRASH ENCLOSURE





UPDATES FOR THIS OPTION INCLUDE:

ADDING SW7036 "ACCESSIBLE BEIGE" AS A PAINT COLOR

CHANGING THE ACCENT BAND (MTL-2)TO MATCH EIFS-1

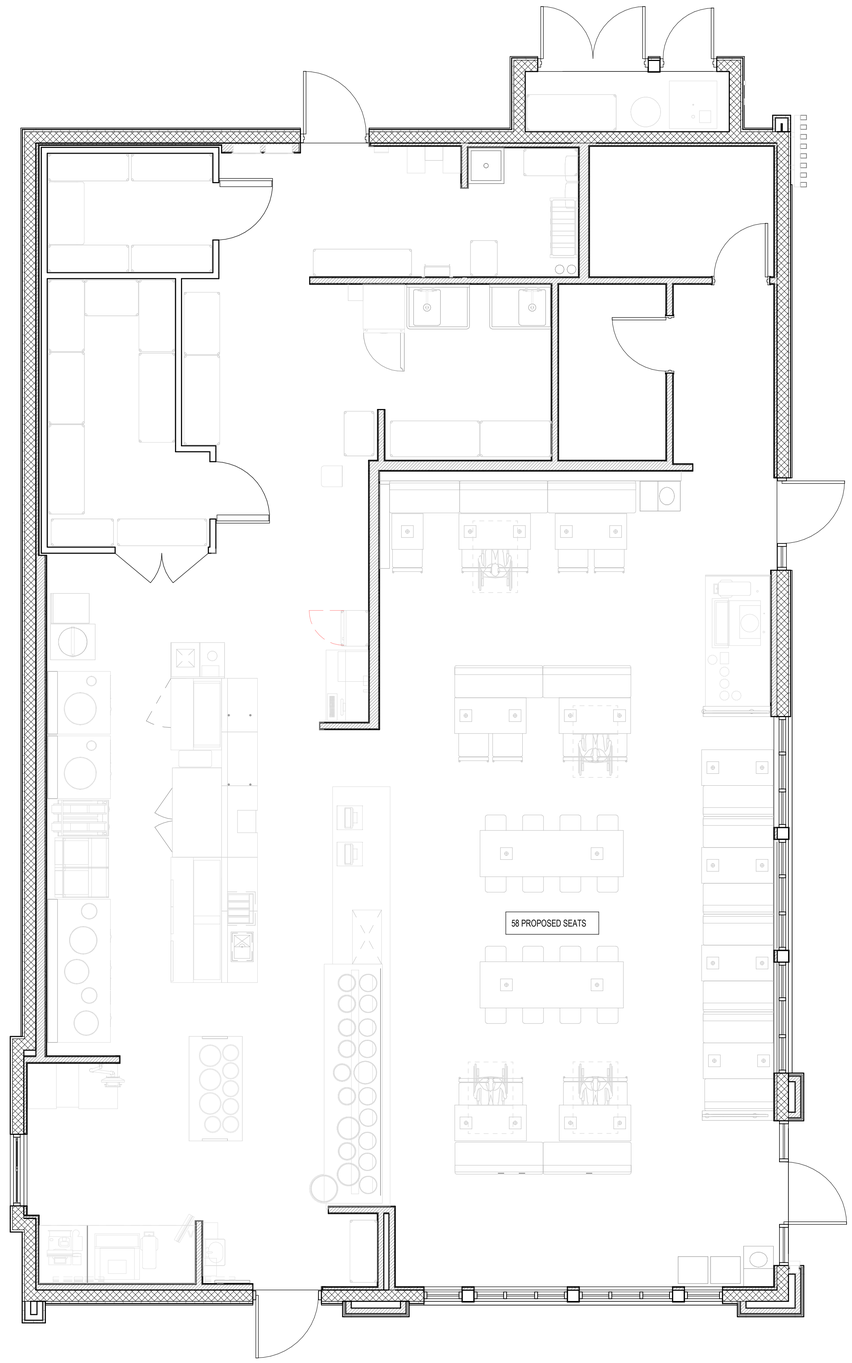
A LIGHTER SELECTION OF WOOD FROM THE SAME MANUFACTURER

ADDING GABLE ROOF FEATURES AT FRONT AND DRIVE THRU

LIGHTENING ALL METAL FROM DARK BRONZE TO ZINC GRAY

CHANGE ALL WINDOW SHADES TO A METAL CANOPY

NOTE: PLAN PROVIDED TO SHOW PRELIMINARY SEATING; EQUIPMENT SHOWN FOR REFERENCE ONLY.



ALTERNATE RENDERING OPTIONS | 2

NTS | A-110

FURNITURE LOCATION PLAN | 1

1/4" = 1'-0" | A-109

PANDA EXPRESS, INC.
1683 Walnut Grove Ave.
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91770

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STATE OF FLORIDA
EMILY JEANNE ANDERSON
REGISTERED ARCHITECT

PANDA HOME

SOUTHERN BLVD & AVOCADO AVE
LOXAHATCHEE GROVES, FL 33470

A-110

FURNITURE PLAN

PH R4

Jeff Mortenson
Senior Project Manager
Architectural Branding

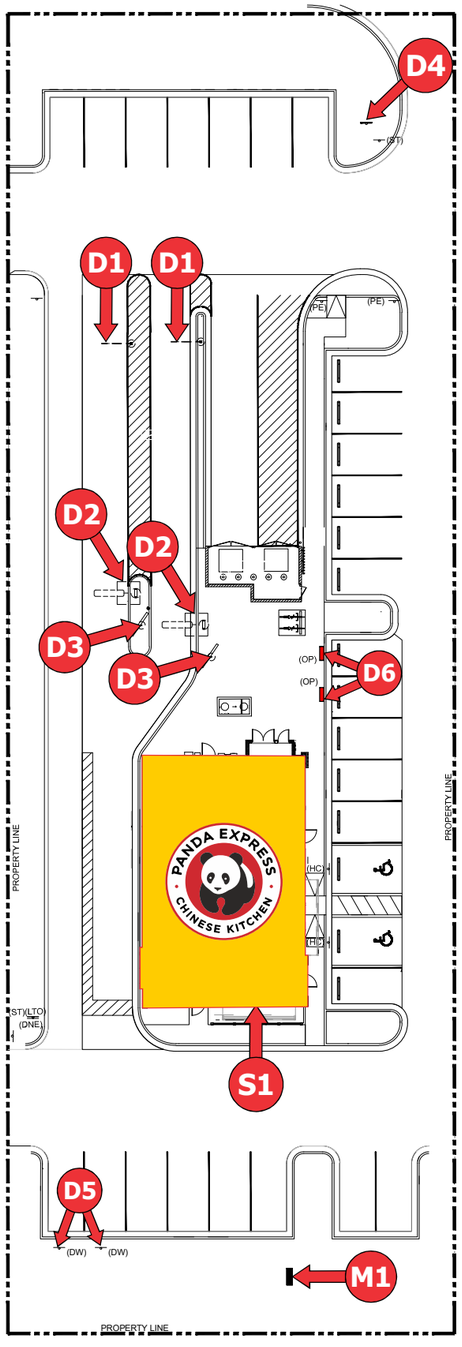
APPROVED
By Jeff Mortenson at 12:40 pm, Jun 04, 2026

Jeff Mortenson

AGI
412 N. Cedar Bluff Road
Knoxville, TN 37923
M 916.317.4547
O 800-877-7868 X3378
jmortenson@agi.net

Panda Express D-34763

Southern Blvd & Avocado Ave Loxahatchee Groves, FL 33470



PANDA EXPRESS

S1 Channel Letter Set



D1 DT Clearance
(2 Required)

D2 OCU Canopy
(2 Required)

D3 DT Menu
(2 Required)

M1 Monument Sign
(1) Required



D4 Directional

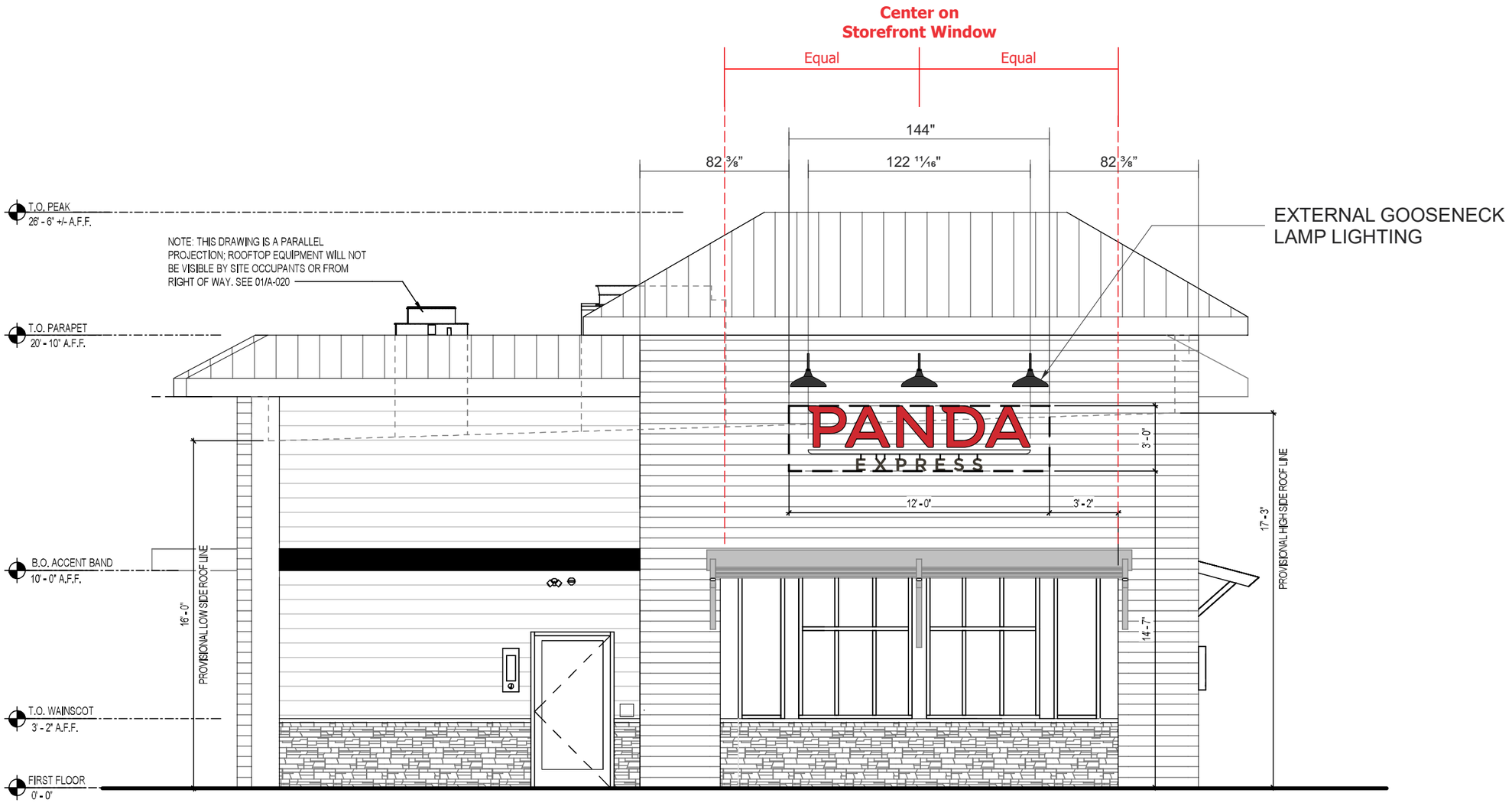


D5 Parking Sign
(2) Required



D6 Parking Sign
(2) Required

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SOUTH ELEVATION

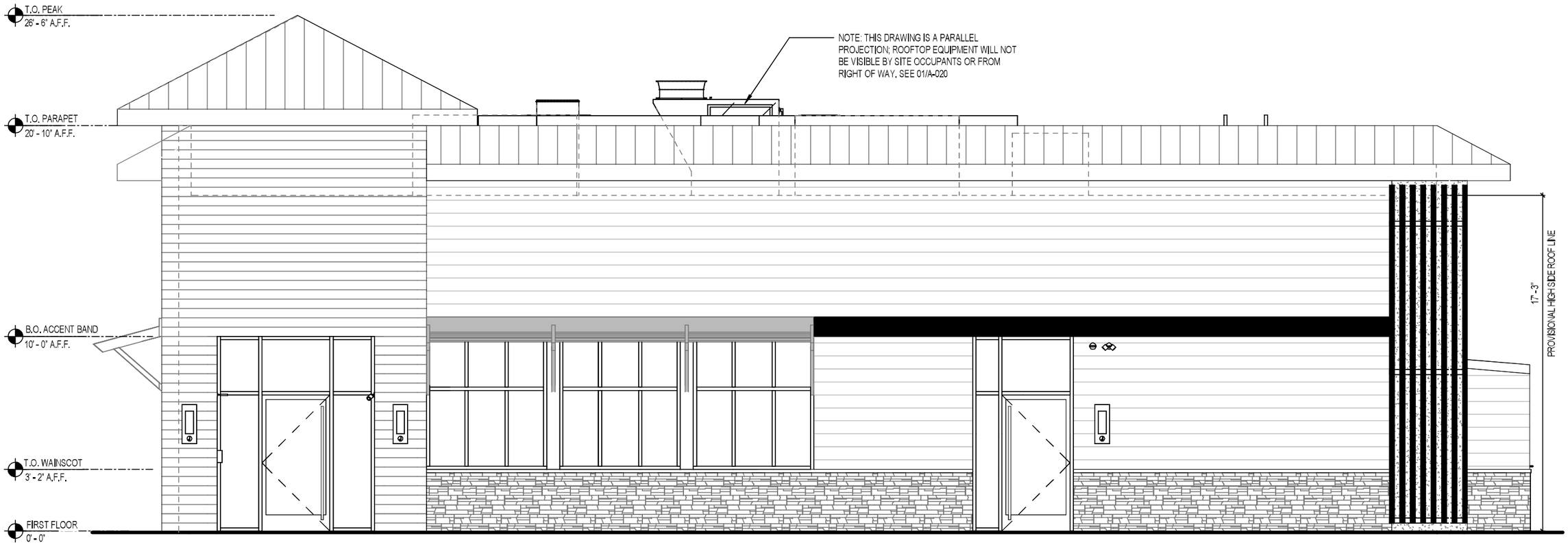
3/16"=1'-0"

02

A-020

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EAST ELEVATION

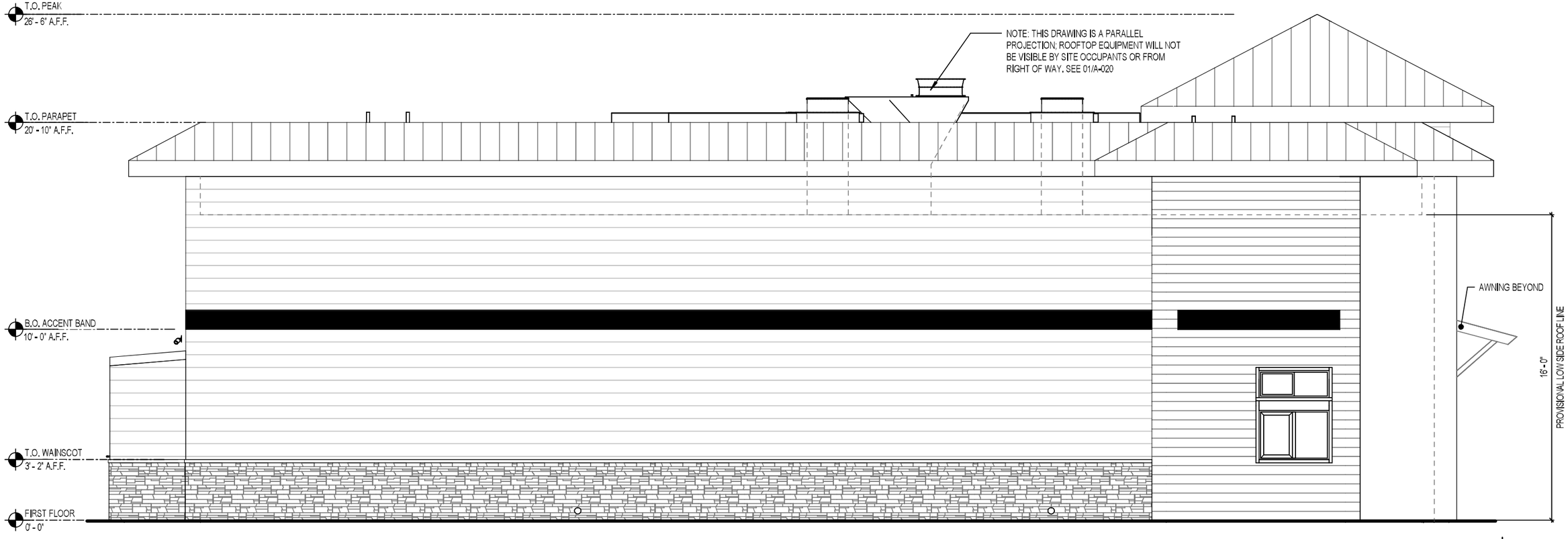
3/16"=1'-0"

02
A-021

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WEST ELEVATION

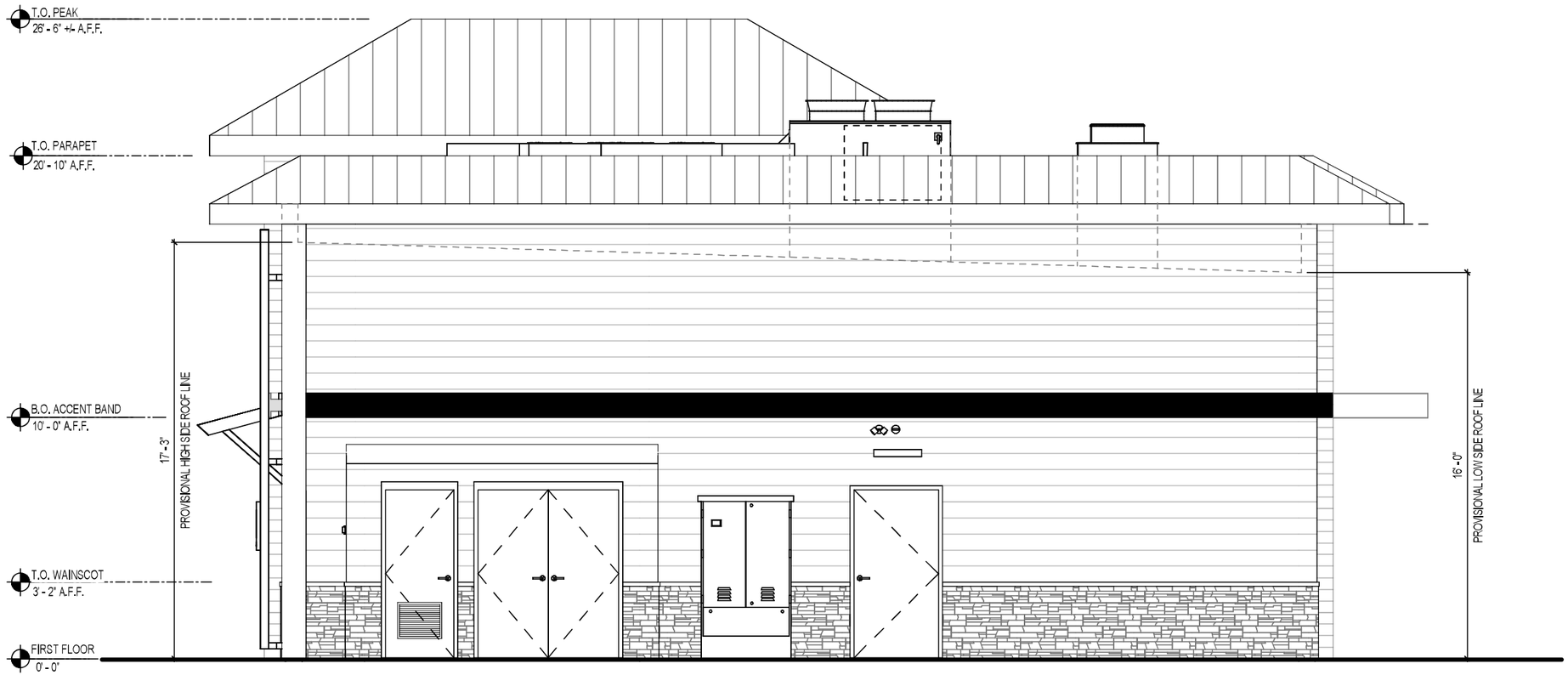
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01
A-021

PANDA EXPRESS

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NORTH ELEVATION

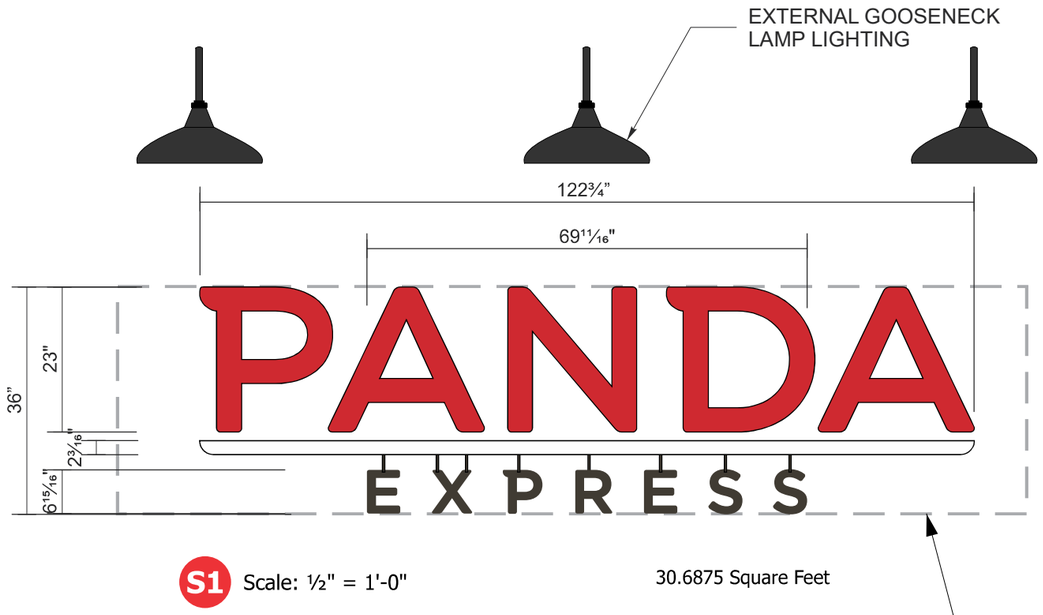
3/16"=1'-0"

03
A-020

PANDA EXPRESS

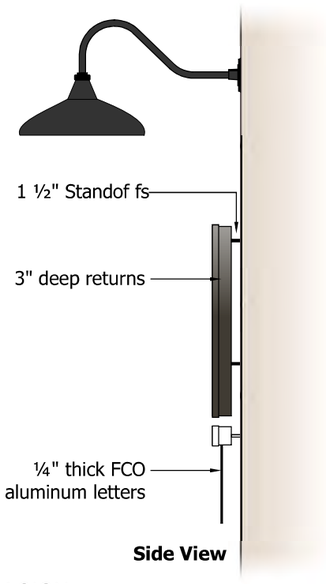
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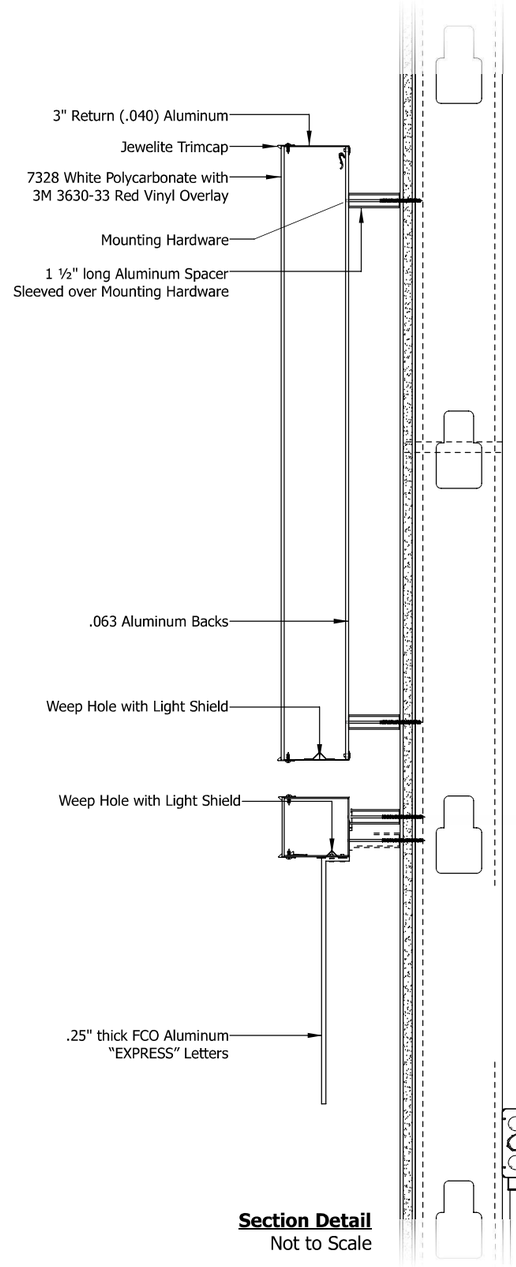


S1 Scale: ½" = 1'-0"

30.6875 Square Feet



Side View



Section Detail
Not to Scale

PANDA Letters:
- 3" returns, aluminum coil with painted finish.
- White polycarbonate faces with vinyl overlay, secured with 1" Jewelite Trimcap

Colors

Returns: Formed aluminum painted PMS 7 Black (satin)

Jewelite Trimcap: 1" Black

Faces: 7328 White polycarbonate with 3M 3630-33 Red vinyl overlay

EXTERNAL ILLUMINATION ONLY

Light Bar and EXPRESS Letters:
- 3" returns, aluminum coil with painted finish.
- 7328 White polycarbonate face secured with 1" Jewelite Trimcap
- Halo Backl lighting on EXPRESS Letters from White Contour LEDs.
- ¼" thick FCO aluminum EXPRESS letters with painted finish.

Colors

Returns: Formed aluminum painted White (satin)

Jewelite Trimcap: 1" White

Faces: 7328 White polycarbonate

FCO Letters: Painted PMS 7 Black (satin)

Halo Back lighting: GE Contour White LED System

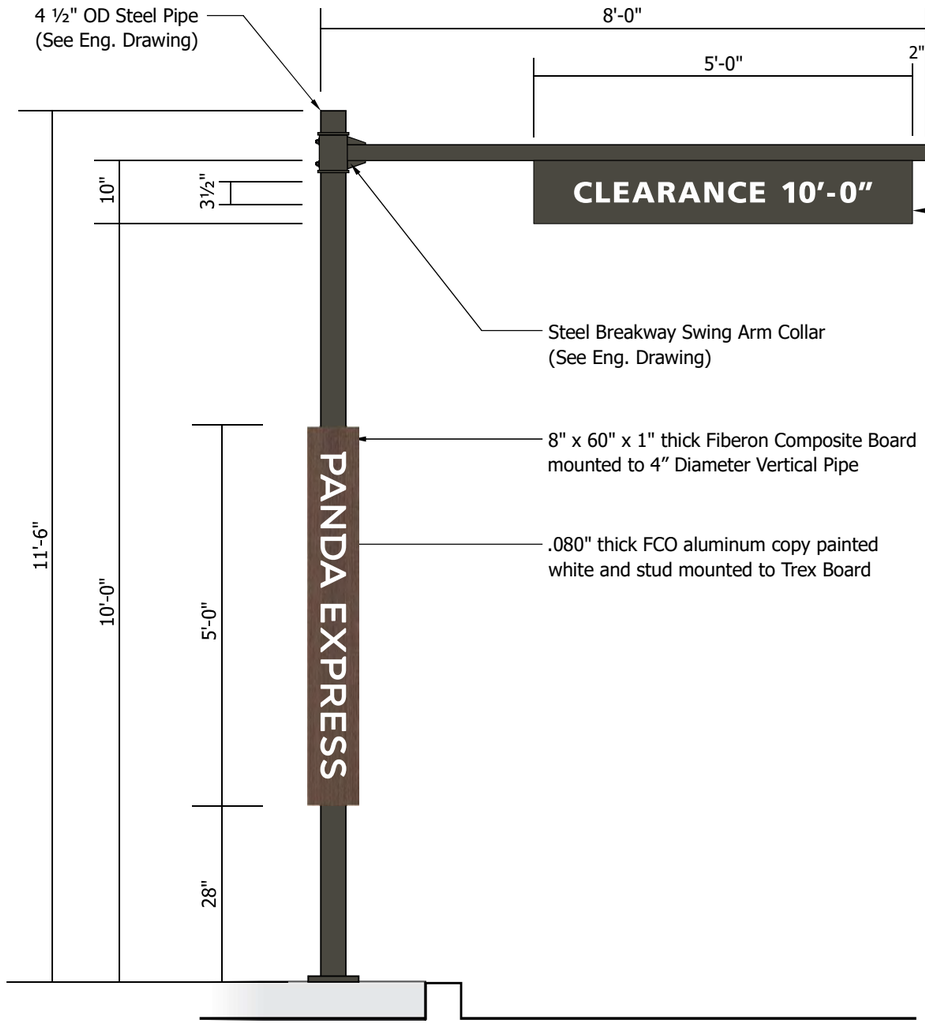
ELECTRICAL NOTES

1. All materials and fasteners meet 3004.4
2. All electrical components are UL listed, labeled and approved.
3. Sign grounded according to NEC 6007.7
4. Signs manufactured and listed NEC 600.3 and marked per NEC 600.4.
5. All branch circuits per NEC 600 .5(B).1 or (B).2.
6. All Signs controlled by photocell or time clock per FBC 13-415. (ABC).1.4.
7. One visible 20 amp disconnect per sign per circuit per NEC 600.6(A).1

PANDA EXPRESS

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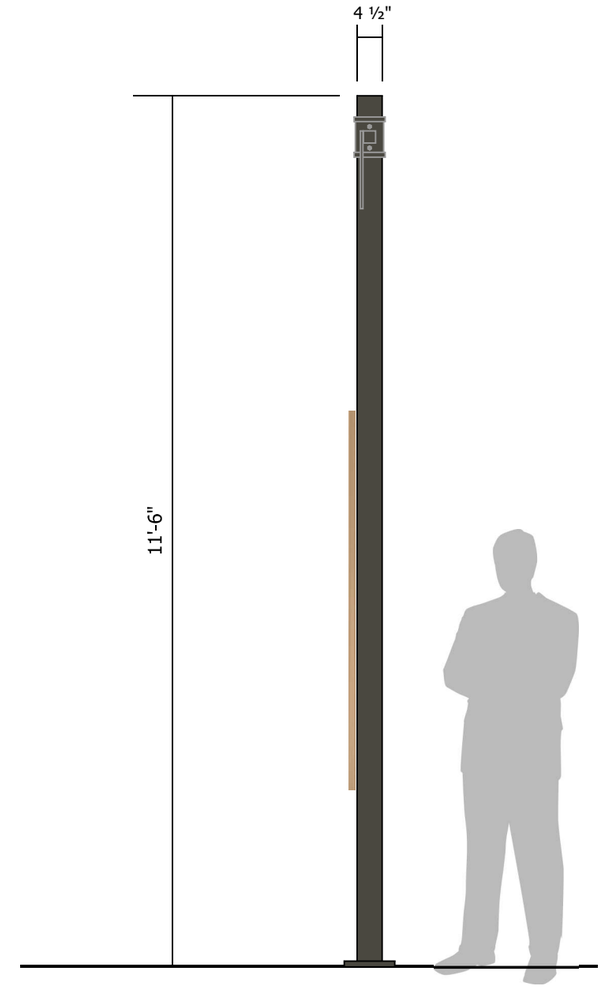
AGI



D1 Scale: ½" = 1'-0"

COLOR SCHEDULE:

- Pantone 7 Black (satin)
- 3M White Reflective vinyl film
- Fiberon Composite - Color: SUMAC
- White enamel (gloss)



NOTE: This site requires (2) two Clearance bars for Double Drive Thru.

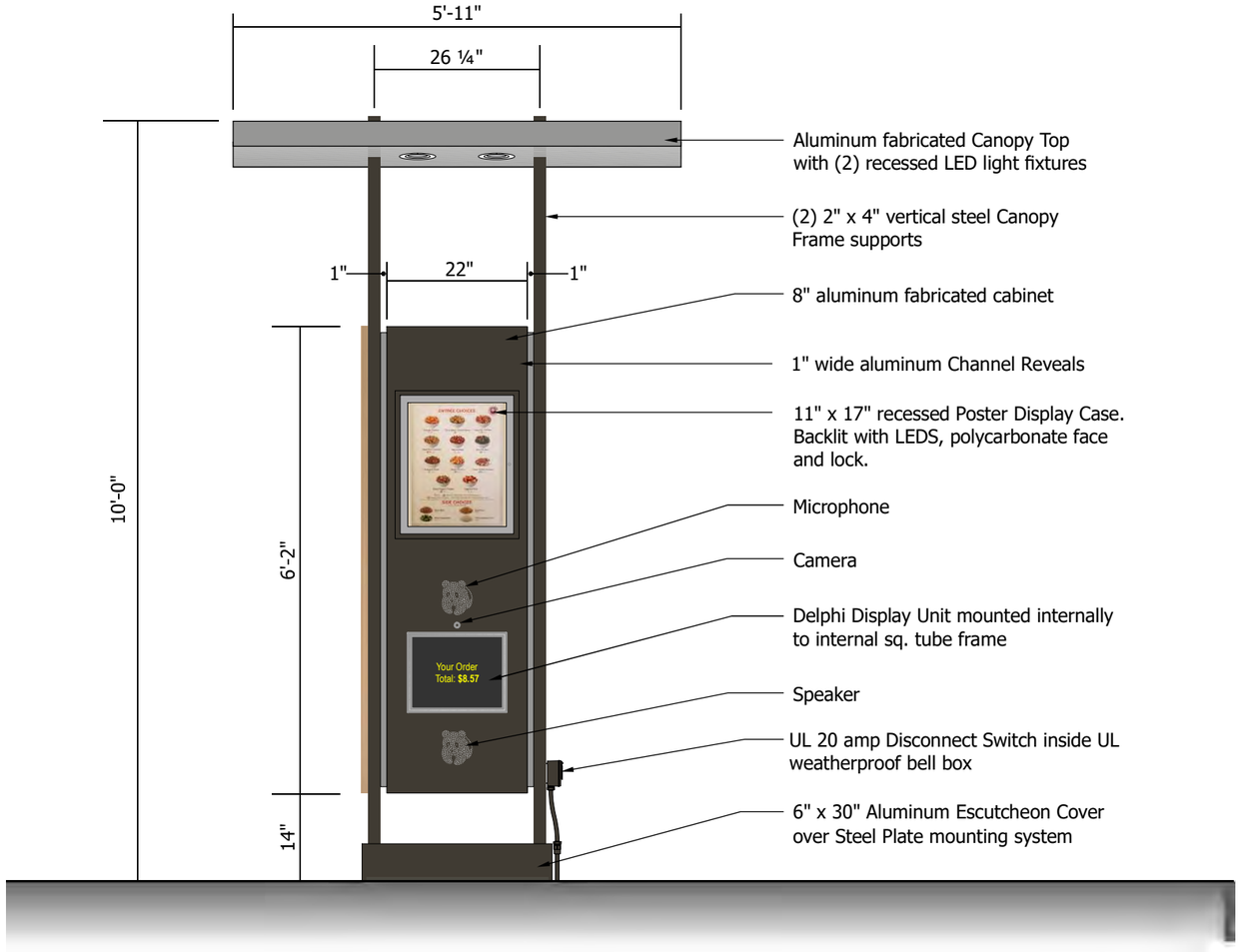
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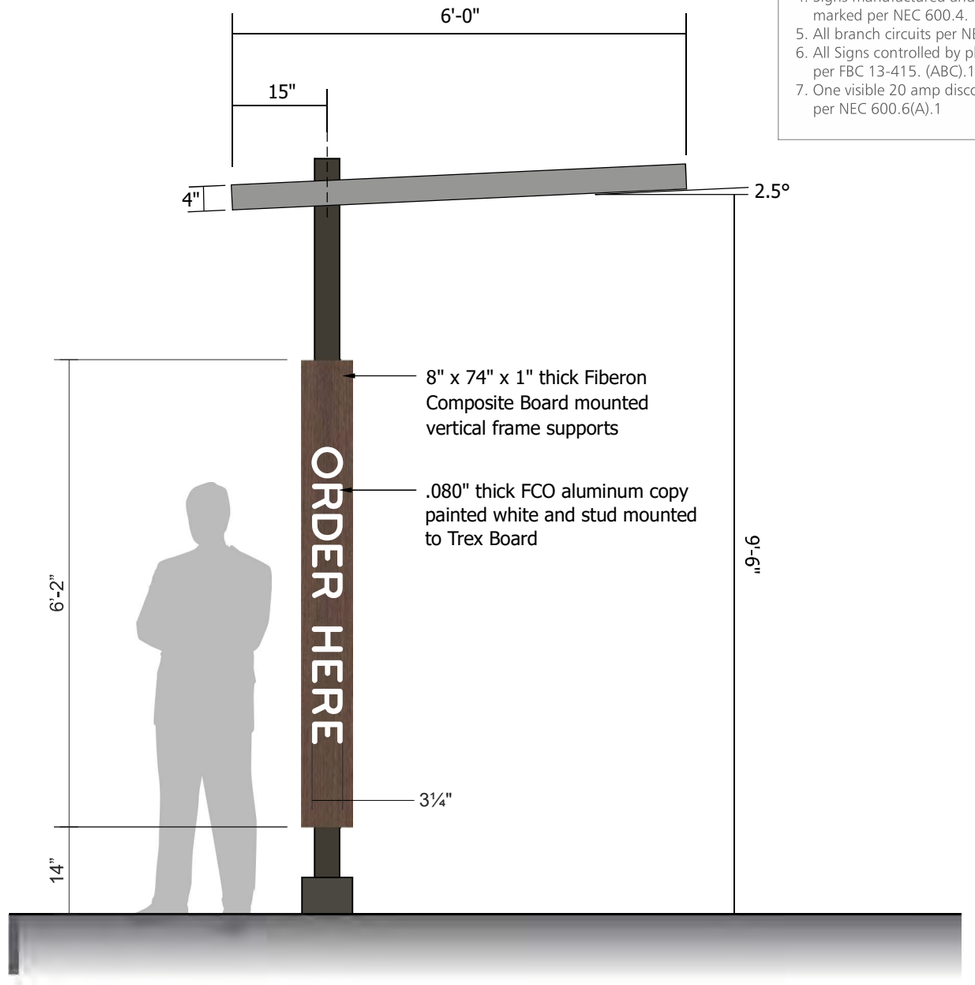
AGI

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6. All Signs controlled by photocell or time clock per FBC 13-415. (ABC).1.4.
7. One visible 20 amp disconnect per sign per circuit per NEC 600.6(A).1



D2 Scale: ½" = 1'-0"



Side View

NOTE: This site requires (2) two OCU Canopy units for Double Drive Thru.

COLOR SCHEDULE:

- MAP 41-342SP Brushed Aluminum
- Pantone Black 7 (satin)
- Fiberon Composite - Color: SUMAC
- White enamel (gloss)

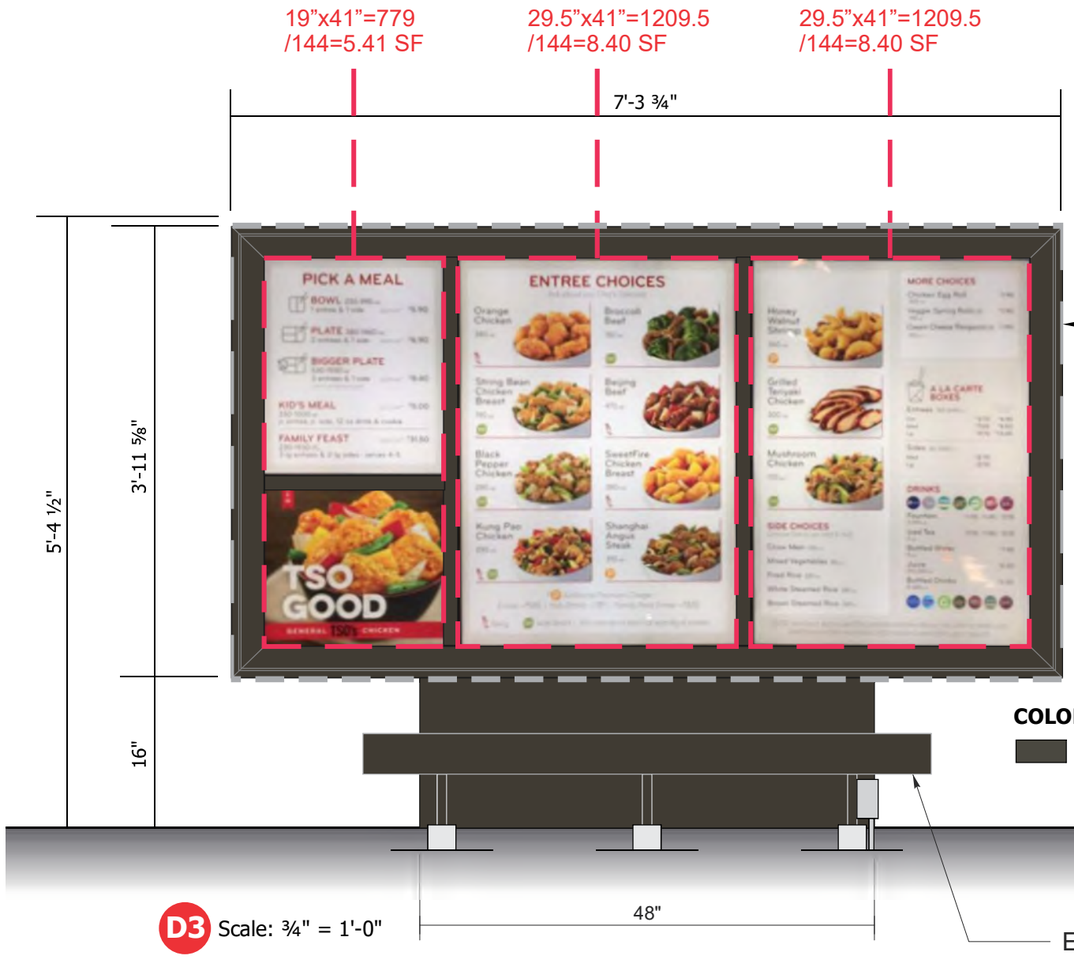
PANDA EXPRESS

Southern Blvd. & Avacado Ave.
Loxahatchee Groves, FL 33470

AGI

ELECTRICAL NOTES

1. All materials and fasteners meet 3004.4
2. All electrical components are UL listed, labeled and approved.
3. Sign grounded according to NEC 6007.7
4. Signs manufactured and listed NEC 600.3 and marked per NEC 600.4.
5. All branch circuits per NEC 600 .5(B).1 or (B).2.
6. All Signs controlled by photocell or time clock per FBC 13-415. (ABC).1.4.
7. One visible 20 amp disconnect per sign per circuit per NEC 600.6(A).1



29.02 SF
SIGN AREA

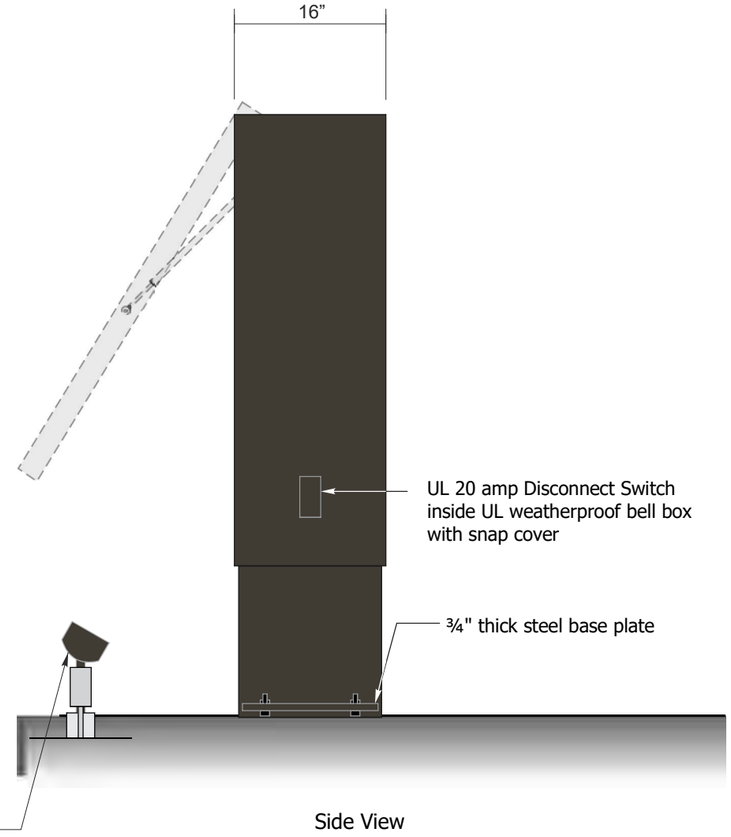
SignComp extruded aluminum Menu Frame Cabinet with polycarbonate Vandal Cover. Externally illuminated

COLOR SCHEDULE:

Pantone Black 7 (satin)

EXTERNAL UPLIGHTING

D3 Scale: ¾" = 1'-0"



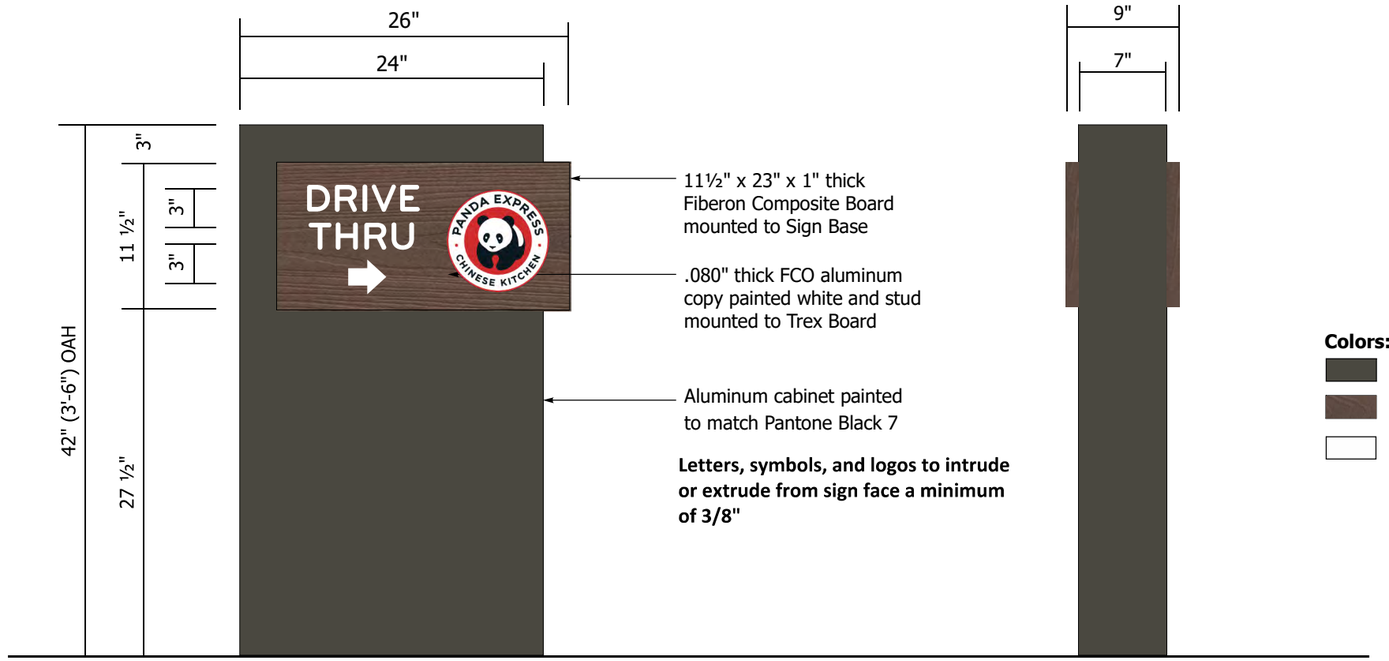
Side View

NOTE: This site requires (2) two Menu Boards for Double Drive Thru.

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Side View

D4 Scale: 1" = 1'-0"

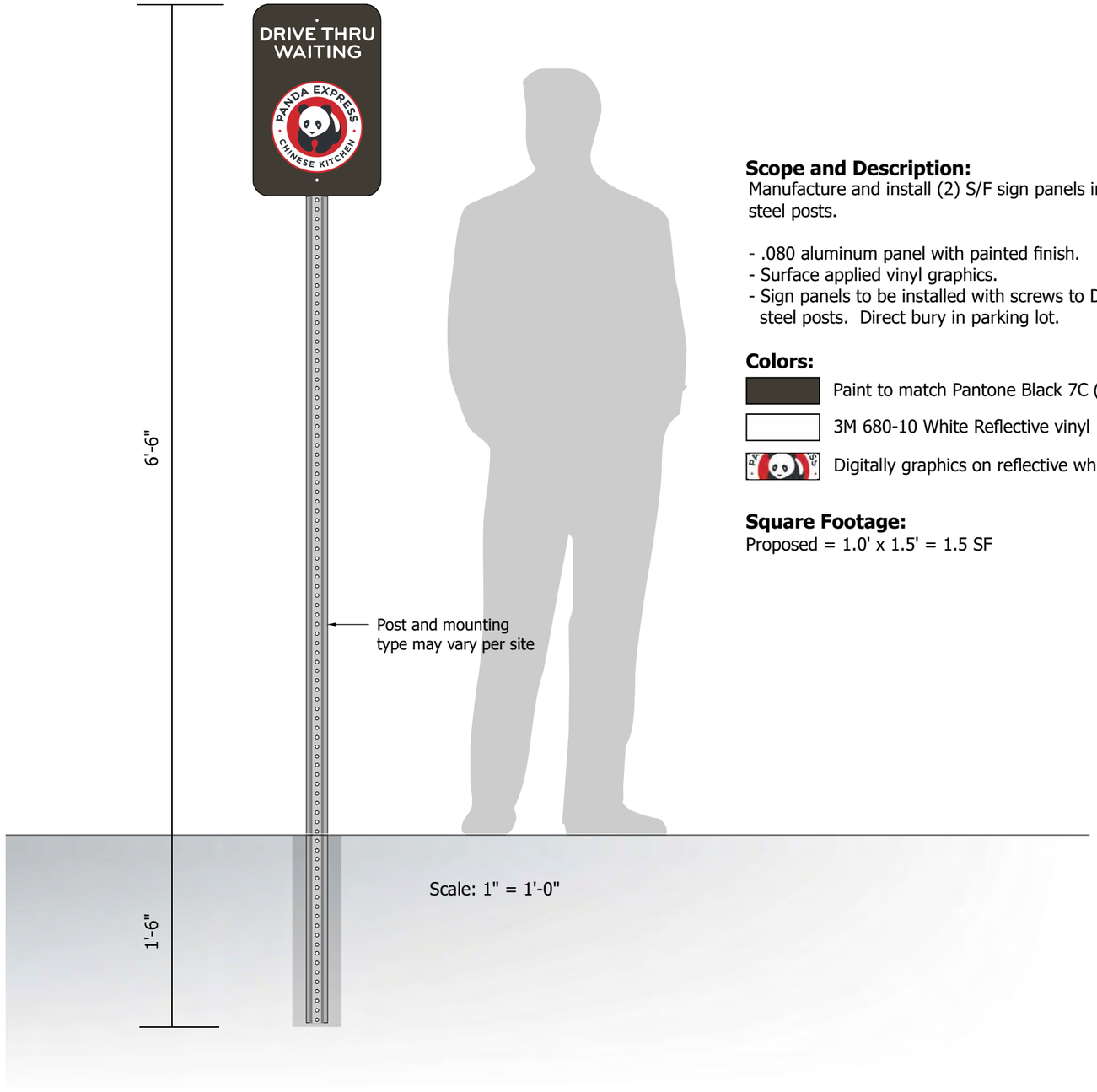
Colors:

- Pantone 7 Black (satin)
- Fiberon Composite - Color: SUMAC
- White enamel (gloss)



Opposite Face

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Scale: 1" = 1'-0"

Scope and Description:
Manufacture and install (2) S/F sign panels installed to U-Channel steel posts.

- .080 aluminum panel with painted finish.
- Surface applied vinyl graphics.
- Sign panels to be installed with screws to DOT style U-Channel steel posts. Direct bury in parking lot.

Colors:

Paint to match Pantone Black 7C (semi-gloss)

3M 680-10 White Reflective vinyl

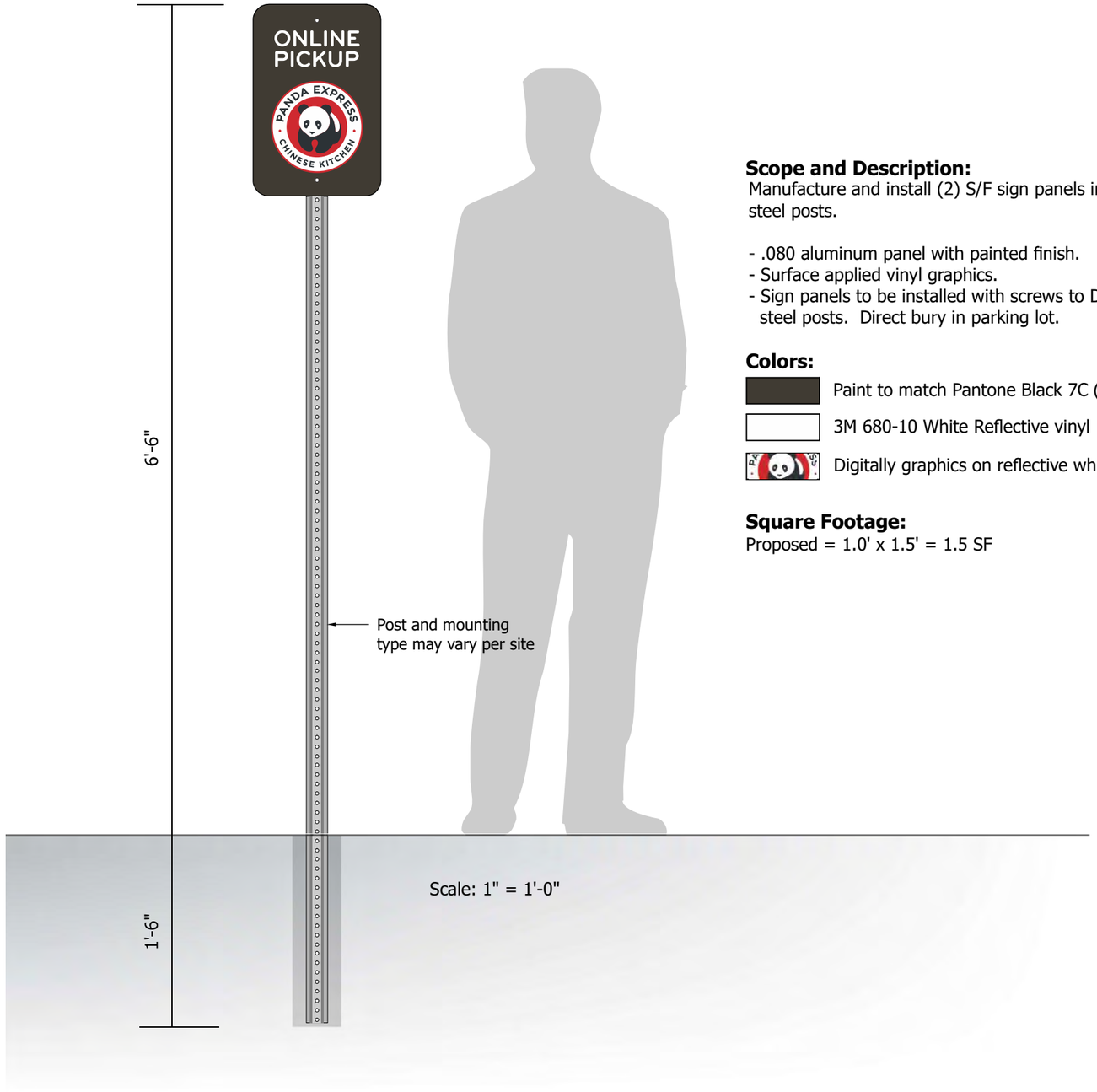
Digitally graphics on reflective white

Square Footage:
Proposed = 1.0' x 1.5' = 1.5 SF



D5 Scale: 3" = 1'-0"

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Scale: 1" = 1'-0"

Scope and Description:
Manufacture and install (2) S/F sign panels installed to U-Channel steel posts.

- .080 aluminum panel with painted finish.
- Surface applied vinyl graphics.
- Sign panels to be installed with screws to DOT style U-Channel steel posts. Direct bury in parking lot.

Colors:

Paint to match Pantone Black 7C (semi-gloss)

3M 680-10 White Reflective vinyl

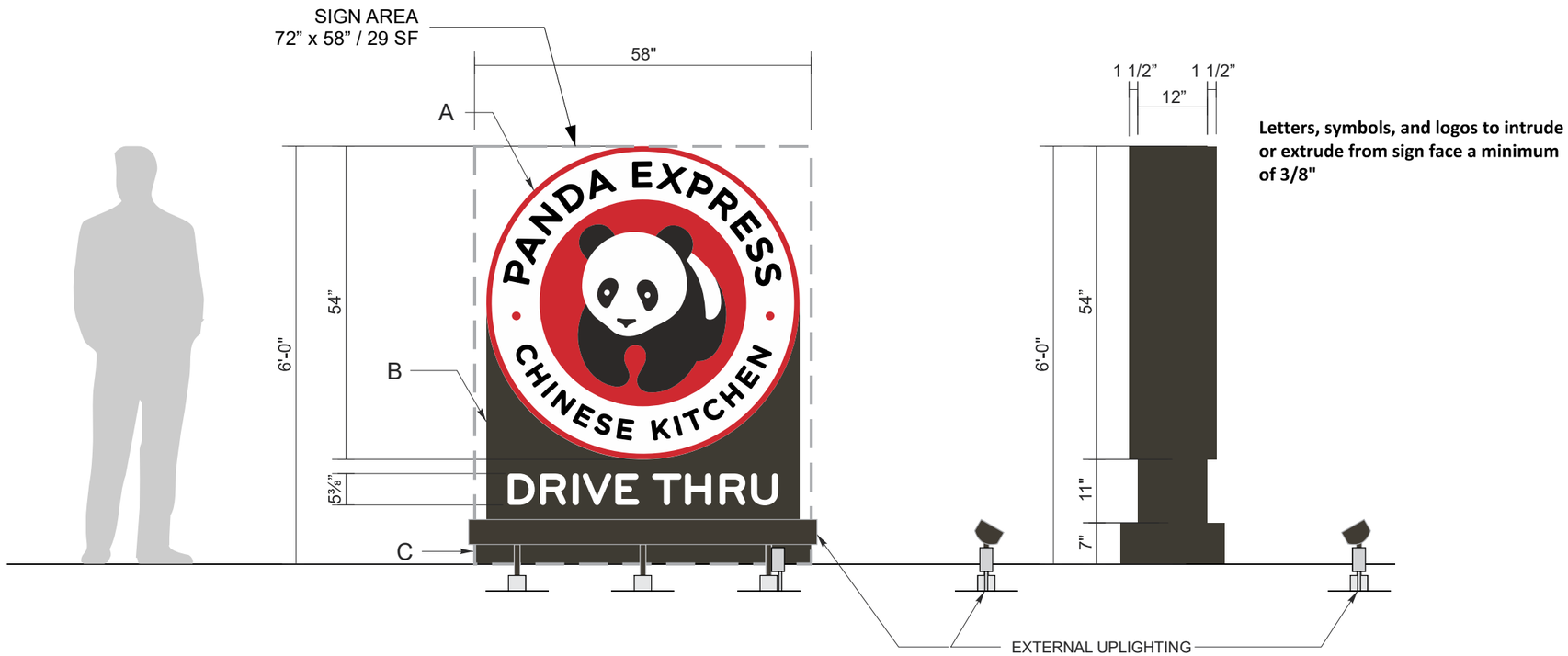
Digitally graphics on reflective white

Square Footage:
Proposed = 1.0' x 1.5' = 1.5 SF



D6 Scale: 3" = 1'-0"

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Letters, symbols, and logos to intrude or extrude from sign face a minimum of 3/8"

29 Sq. Ft.

M1

MANUFACTURE & INSTALL

ONE (1) DF MONUMENT SIGN

SCALE: 1/2”=1’-0”

Signs cannot be internally illuminated. Only halo or external illumination allowed.

A

MAIN CABINET

FRAMED CABINET WITH .090" ALUM. CLADDING. ROUTED GRAPHIC OPENINGS IN FACES WITH BAFFLED AREA TO ALLOW FOR LED ILLUMINATION OF GRAPHICS. ACCESS PANELS IN END OF CABINET TO ALLOW FOR INSTALL AND MAINTENANCE.

FINISH: PMS BLACK 7C MATTE FINISH

B

MAIN CABINET GRAPHICS

LOGO DISC: BAYER MAKROLON.177"(B27) #7328 WHITE LD POLYCARBONATE, 1ST SURFACE DECORATED TRANSLUCENT VINYL IN PROJECT COLORS
DRIVE THRU TEXT (IF REQUIRED): BAYER MAKROLON .177" #7328 WHITE LD POLYCARBONATE

LED ILLUMINATION

C

BASE/SKIRT

FABRICATED .090" ALUMINUM BASE/ SKIRT.

COLOR: to match PMS BLACK 7C

FINISH: MATTE FINISH

D

FOOTING

SINGLE SUPPORT POST SET IN CONCRETE FOOTER.

FOOTER SIZE: TO BE AS PER ENGINEERED COMPUTATIONS PER SIGN LOCATION TO MEET ALL LOCAL AND STATE BUILDING CODE REQUIREMENTS.

ELECTRICAL SERVICE AND CONNECTION TO SIGN TO BE PROVIDED BY OTHERS. ELEC SERVICE TO MEET ALL STATE AND LOCAL BUILDING CODES

BLACK
PMS BLACK 7C
MAKROLON #7328 WHITE/ WHITE

STANDARD PANDA FACE, RETURNS AND TRIM CAP COLOR SPECS

3M 180C-22 BLACK
PMS 711C RED
3M-SCOTCHCAL RED 3630-33

STANDARD PANDA VINYL COLOR SPECS

PANDA EXPRESS

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Article 120 QUASI-JUDICIAL HEARINGS

Section 120-005. Scope and applicability.

These procedures shall apply to all quasi-judicial hearings held by the Town Council or by any board or committee which holds quasi-judicial hearings. The Town Clerk or its designee shall designate all quasi-judicial matters on the agenda. However, if a quasi-judicial hearing is held, it shall not be construed as an admission that the application was quasi-judicial, rather than legislative.

Section 120-010. Definitions.

(A) *Applicant.* The owner of record, the owner's agent, representative, or any person with a legal or equitable interest in the property which is the subject of the proceeding. Proof of applicant status must be furnished to the Town prior to the proceeding.

(B) *Board.* The Town Council or any other board or committee established by the Town that hears quasi-judicial matters.

(C) *Board Member.* Any individual serving on the board.

(D) *Ex-parte communication.* Any oral, written, electronic or graphic communication with a board member which may directly or indirectly relate to or which could influence the disposition of the matter, other than those made on the record during a quasi-judicial hearing.

(E) *Expert.* A person who is qualified in a subject matter by knowledge, skill, experience, training, and/or education.

(F) *Independent Expert.* A person who is qualified in a subject matter by knowledge, skill, experience, training, and/or education who is not affiliated with the applicant or any other party, and who wishes to provide testimony in the matter and have such knowledge, skill, experience and/or education considered by the board in weighing such testimony.

(G) *Material Fact.* A fact that bears a logical relationship to one or more issues raised by the application or the laws and regulations pertaining to the matter requested by the application.

(H) *Participants.* Members of the general public who offer unsworn or sworn testimony at a Quasi-Judicial hearing for the purpose of being heard on the matter.

(I) *Party.* The applicant or any recognized party intervenor.

(J) *Party Intervenor.* An individual or group who, under the recognized legal principals of standing can demonstrate that they will suffer an adverse effect to a protected interest, such as health and safety, police and fire protection service systems, densities or intensities of development, transportation facilities, health care facilities, equipment or services, or environmental or natural resources. The alleged adverse interests may be shared in common with other members of the community at large, but must exceed in degree the general interest in community good shared by all persons. The Town Attorney shall determine if a person qualifies as a party intervenor.

(K) *Quasi-Judicial or Quasi-Judicial Matter.* A proceeding that results in a decision having an impact on a limited number of persons or property owners, on identifiable parties and interests, where the decision is contingent on a fact or facts arrived at from distinct alternatives presented at a hearing, and where the decision can be viewed as the result of application of policy rather than setting of policy.

(L) *Relevant Evidence.* Evidence tending to prove or disprove a fact that is material to the board's determination.

(M) *Staff.* Any person having a contractual relationship with the Town, except the Town Attorney.

(N) *Witness means a person who testifies under oath.*

Section 120-015. Quasi-judicial matters.

For the purposes of this article, the following matters, regardless of whether the final determination is made by the Town Council or a board, shall be considered to be quasi-judicial:

(A) Site plans.

(B) Plats.

(C) Conditional use approvals.

(D) Category A Special Exceptions, and appeals of denials of Category B and C Special Exceptions by the Town Manager.

(E) Variances.

(F) Administrative appeals.

(G) Site-specific rezonings.

(H) Any other matters the Town Attorney determines are subject to quasi-judicial hearing.

(Ord. No. 2013-06, § 2(Att. A), 12-3-2013)

Section 120-020. Ex-parte communications.

Ex-parte communications shall be prohibited and may provide a basis to deny an application.

Section 120-025. General procedures.

(A) Prior to being placed on the Town's agenda, the applicant, in support of their application, shall submit to the Town a detailed outline of how they satisfy the Code's criteria and requirements, copies of all exhibits that which will be presented at the hearing, and the names and addresses of all witnesses who will be called to testify in support of the application. Resumes shall also be furnished for all witnesses the applicant intends to qualify as an expert.

(B) At least seven days before a Quasi-Judicial hearing, staff shall prepare a report, recommendation and, if necessary, will include additional supporting materials upon which staff's recommendation is based. A copy of staff's materials shall be readily available for examination at the Town Clerk's Office. A copy of staff's resumes and expert qualifications shall remain on file with the Town.

(C) The requirements above are necessary to ensure the board is given sufficient opportunity to review the written submissions prior to the hearing, and shall be strictly observed. Failure to comply with these requirements shall result in an item being continued until the next available agenda.

Section 120-030. Party intervenor.

(A) The Town Council may allow a person to intervene as a party intervenor if they meet the following requirements:

(1) The individual or group, under the recognized legal principals of standing can demonstrate that they will suffer an adverse effect to a protected interest, such as health and safety, police and fire protection service systems, densities or intensities of development, transportation facilities, health care facilities, equipment or services, or environmental or natural resources. The alleged adverse interests may be shared in common with other members of the community at large, but must exceed in degree the general interest in community good shared by all persons.

(2) At least five working days prior to the hearing, the individual or group shall submit a written request to the Town Manager to intervene and to be given party intervenor status. Said request shall include a detailed outline of their interest in the application and argument in favor or against the application, copies of all exhibits which will be presented at the hearing and the names of all witnesses who will be called to testify on their behalf. Resumes shall also be furnished for all witnesses who are intended to be qualified as an expert.

(3) The party intervenor shall provide copies of all submitted materials to all parties known at the time of submission. A certificate of service stating that each party has been provided the documentation must accompany its submission.

(4) Any applications received or requests made for party intervenor status that are not submitted at least five working days prior to hearing on the matter, may be recognized by the Town Council upon a showing of good cause. If a late appearance is permitted, the applicant shall have the right to a continuance, without additional cost. Persons who do not demonstrate good cause are not entitled to seek delay in the proceedings.

Section 120-035. Reserved.

Section 120-040. Conduct of quasi-judicial proceedings.

(A) The Mayor, or designee, shall conduct the proceedings and maintain order.

(B) The Mayor, or designee, shall call the proceeding to order and shall announce whether or not the hearing has been properly advertised in accordance with state law.

(C) The Town Attorney, or designee, shall explain the rules concerning procedure, testimony, and evidence.

(D) The Town Attorney, or designee, shall swear in all individuals and witnesses desiring to provide sworn testimony on the matter. The board shall not assign such unsworn or unqualified testimony the same weight or credibility in its deliberations.

(E) The Mayor, or designee, shall request that the applicant, and, if applicable, any individual, or group that has applied for party intervenor or expert status place their name on the record. The Town Attorney shall then state for the record whether such status should be recognized by the board for the purpose of the current proceeding.

(F) Order of proof:

(1) The applicant has the burden of proof and shall present evidence and testimony in support of the application. Applicant shall have a maximum of 30 minutes to make a full presentation, including an opening statement and all direct presentation by witnesses, but excluding any cross-examination or questions from the board. The presentation of the case in chief for the applicant will then be considered closed, except for rebuttal as provided herein.

(2) A representative of Town staff shall briefly describe the applicant's request, introduce and review all relevant exhibits and evidence, report staff's recommendation, and present any testimony in support of staff's recommendation. Staff shall have a maximum of 30 minutes to make their full presentation,

including an opening statement and direct presentation by witnesses, but excluding any cross-examination or questions from the board. The presentation of the case in chief for the staff will then be considered closed, except for rebuttal as provided herein.

(3) Any party intervenor shall present evidence and testimony in support of or opposed to the application. A party intervenor shall have a maximum of 30 minutes to make a full presentation, including an opening statement and all direct presentation by witnesses, but excluding any cross-examination or questions from the board. The presentation of the case in chief for the party intervenor will then be considered closed, except for rebuttal as provided herein.

(4) Any other persons present who wish to submit relevant information to the board shall speak next for a maximum of three minutes. Presidents or representatives of Town recognized home owners or civic associations may speak for an additional two minutes if they are speaking on behalf of the association. Speakers shall not transfer their time to any other speaker. Members of the public will be permitted to present their non-expert opinions, but the board will be expressly advised that public sentiment is not relevant to the decision, which must be based only upon competent substantial evidence. Participants who are members of the general public need not be sworn and will not be subject to cross-examination if they are not sworn. However, the board shall not assign unsworn testimony the same weight or credibility as sworn testimony in its deliberations. Any and all cross-examination or questions from the board shall not be considered part of that person's time.

(5) The party intervenor will be permitted to make final comments, if any for a maximum of five minutes. The party intervenor's final argument shall refer only to facts admitted into evidence. The board shall disregard arguments that refer to facts not in evidence.

(6) The Town staff will be permitted to make final comments, if any for a maximum of five minutes. The Town staff's final argument shall refer only to facts admitted into evidence. The board shall disregard arguments that refer to facts not in evidence.

(7) The applicant will be permitted to make a final argument, if any for a maximum of five minutes. The applicant's final argument shall refer only to facts admitted into evidence. The board shall disregard arguments that refer to facts not in evidence.

(G) The Town Attorney will advise the board as to the applicable law and the factual findings that must be made to approve, approve with conditions, or deny the application.

(H) The hearing will then be turned over to the board for open deliberation of the application. The Town Council shall have the discretion to reopen the proceeding for additional testimony or argument by the parties. All decisions by the board shall be based on the evidence presented to the board including, but not limited to, the materials in the agenda back-up, testimony of all witnesses, any documentary and demonstrative evidence and visual aids presented. Each board member shall weigh all the competent material and relevant evidence presented, giving each piece of evidence the weight the board member sees fit. After deliberations, a vote shall be taken to approve, approve with conditions, or deny the application. When approving an application, the board must ensure that there is competent substantial evidence in the record to support its decision and that the applicant has satisfied the applicable criteria in the Town's Code.

Section 120-045. Time allotment.

Not withstanding anything contained herein that is to the contrary, the board may place further limitations on or modifications to the time allotments, provided that the Town Attorney agrees that said limitations or modifications do not affect the party's or the public's right to due process.

Section 120-050. Examination by the board and Town Attorney.

The board may ask questions of persons presenting testimony and evidence at any time during the proceedings.

Section 120-055. Cross-examination.

(A) After each witness testifies, the Town staff, a party intervenor, and the applicant, shall be permitted to question the witness. Such cross examination shall be limited to matters about which the witness testified and shall be limited to five minutes per side. Members of the public will not be permitted to cross-examine witnesses. Cross-examination shall be permitted only as would be permitted in a Florida Court of Law.

(B) The Mayor may direct the party conducting the cross-examination to stop a particular line of questioning that:

(1) Merely harasses, intimidates or embarrasses the individual being cross-examined; or

(2) Is not relevant and is beyond the scope of the facts alleged by the individual being cross-examined.

(C) If a party conducting the cross-examination continuously violates directions from the Mayor to end a line of questioning deemed irrelevant and/or merely designed to harass, intimidate and embarrass the individual, the Town Attorney may terminate cross-examination.

Section 120-060. Evidence.

(A) The formal rules of evidence shall not apply, but fundamental due process shall be observed and govern the proceedings.

(B) All evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible, regardless of whether such evidence would be admissible in court.

(C) Evidence or testimony which is not relevant, material or competent, or testimony which is unduly repetitious or defamatory should be excluded. The Town Council shall determine the relevancy of evidence.

(D) Documentary evidence may be presented in the form of a copy or the original, if available. Upon request, the staff, or any party shall be given an opportunity to compare the copy with the original.

(E) Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but it shall not be sufficient by itself to support a finding unless it would be admissible over objection in a Florida Court.

Section 120-065. Statements of counsel.

Statements of counsel, or any non-attorney representative shall only be considered as argument and not testimony unless counsel or the representative is sworn in and the testimony is based on actual personal knowledge of the matters which are the subject of the statements.

Section 120-070. Continuances and deferrals.

(A) The board shall consider requests for continuances made by staff, the applicant, or a party intervenor and may grant continuances in its sole discretion. Generally, as a courtesy, one continuance shall be granted if requested by staff or the applicant. If, in the opinion of the board, any testimony or documentary evidence or information presented at the hearing justifies allowing additional time to research or review in order to properly determine the issue presented, then the board may continue the matter to a time certain to allow

for such research or review. A request for a continuance for the purpose of additional research and review may be granted upon a showing of good cause.

(B) No additional notice shall be required if a hearing is continued to a fixed date, time and place.

Section 120-075. Supplementing the record.

Supplementing the record after the hearing is prohibited, unless pursuant to the following conditions:

(A) After continuation of a hearing, but prior to the final action being taken.

(B) If a question is raised by the board at the hearing to which an answer is not available at the hearing, the party to whom the question is directed may submit the requested information in writing to the board after the hearing, provided the hearing has been continued or another hearing has been scheduled for a future date and no final action has been taken by the board. The board will specifically identify the question to which a response is required. No additional information will be accepted.

(C) All supplemental information shall be filed with the Town Clerk no later than three days prior to the continued or next scheduled hearing and shall be subject to the provisions of Section 120-020, "Ex-parte communications."

Section 120-080. Transcription of hearing.

(A) The Town Clerk shall preserve the official transcript of the hearing through a digital or tape recording and/or video recording.

(B) Any person may arrange, at their sole expense for a court reporter to transcribe the hearing.

(C) If any person, at their sole expense, decides to order a transcription of the hearing in its written form, that transcription shall become the official transcript, and shall be provided to the Town at no cost to the Town.

Section 120-085. Maintenance of evidence and other documents.

The Town Clerk shall maintain all of the evidence and documents presented at the hearing. Said evidence and documents may be maintained in electronic form.

Section 120-090. False testimony.

Any willful false swearing on the part of any witness or person giving evidence before the board as to any material fact in the proceeding shall be deemed to be perjury and shall be punishable in the manned prescribed by law for such offense.

Section 120-095. Failure of applicant to appear.

If a party or their representative fails to appear at the time fixed for the hearing, and such absence is not excused by the board, the board may proceed to hear the evidence and render a decision thereon in absentia.

Section 120-100. Decisions to be written.

Decisions on quasi-judicial matters shall be reduced in writing within 30 calendar days of the decision.

This is supplement to Item 8

North Road Paving Repair Sections

At the request of the Town Council during the Agenda Review meeting, Public Works has identified the most deteriorated sections of North Road requiring pavement repairs. The estimated repair lengths are as follows:

Road Segment	Estimated Repair Length
Between A Road and B Road	400 linear feet
Between B Road and C Road (Section 1)	450 linear feet
Between B Road and C Road (Section 2)	900 linear feet
Between C Road and D Road (Section 1)	100 linear feet
Between C Road and D Road (Section 2)	100 linear feet
Total Estimated Repair Length	1,950 linear feet

The sections listed above represent the areas exhibiting the most significant pavement deterioration and are recommended for priority repair.