

# TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

155 F. ROAD, LOXAHATCHEE GROVES, FL 33470

## TOWN COUNCIL REGULAR MEETING

### AGENDA

FEBRUARY 03, 2026 – 6:00 PM



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

**Marge Herzog, Vice Mayor (Seat 5)**

**Todd McLendon, Councilmember (Seat 1)**

**Lisa El-Ramey, Councilmember (Seat 2)**

**Paul T. Coleman II, Councilmember (Seat 4)**

### Administration

Town Manager, Francine L. Ramaglia

Town Attorney, Jeffrey S. Kurtz, Esq.

Town Clerk, Valerie Oakes

Community Standards Director, Caryn Gardner-Young

Chief Finance Officer, David DiLena of Projected Point

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

## **TOWN COUNCIL AGENDA ITEMS**

### **CALL TO ORDER**

### **PLEDGE OF ALLEGIANCE**

### **MOMENT OF SILENCE**

### **ROLL CALL**

### **ADDITIONS, DELETIONS AND MODIFICATIONS**

#### **PRESENTATIONS**

- [1.](#) Presentation of Homeless Coalition Mayors' Ball Award to the Town of Loxahatchee Groves by Alexandria Ayala, CEO of the Palm Beach County Homeless Coalition
- [2.](#) Presentation regarding Commerce Grant for the Southern Blvd. Corridor and Interlocal Agreement as well as approval of **Resolution No. 2026-07** and **Resolution No. 2026-08**
- [3.](#) Presentation by Local Lobbyist on Current Updates
- [4.](#) Presentation on Okeechobee Blvd. Properties Evaluation

#### **CONSENT AGENDA**

- [5.](#) Consideration of Approval on **Resolution No. 2026-05**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN AGREEMENT WITH THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS FOR 2026 MUNICIPAL ELECTION VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.
- [6.](#) Approval of the Minutes
- [7.](#) Approval of Workshop Minutes/Summaries
- [8.](#) Consideration of Approval on **Resolution 2026-06**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ACCEPTING EASEMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

#### **DISCUSSION**

- [9.](#) Direction with respect to the Sheriff's Contract



[10.](#) Discussion and Direction Regarding Law Enforcement Obligations and Resulting Legal Risk

[11.](#) Discussion of Strategic Prioritization Framework, Facilitation Proposal and Next Steps

**ADMINISTRATIVE TRANSIMITTAL - INFORMATIONAL ITEMS TO RECEIVE  
AND FILE**

[12.](#) Quarter 1 Reports - Receive and File

[13.](#) Cash Disbursement Report - Over \$10k and Over \$25k

[14.](#) Political Signs

[15.](#) Line of Sight Violations

[16.](#) Village of Wellington's 30th Anniversary Celebration Information

[17.](#) Paddock/Bove Petitions

[18.](#) Update on Palm Beach County Countywide Transportation Master Plan (CTMP) – Town Participation and Next Steps

[19.](#) IPARC Notice – Village of Wellington Comprehensive Plan Amendments (Water Supply Plan and Artistry Lakes)

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

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

**TOWN STAFF COMMENTS**

**Town Manager Francine L. Ramaglia**

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

**Assistant Town Manager/Town Clerk Valerie Oakes**

**Community Standards Director Caryn Gardner-Young**

**Acting Public Works Director Craig Lower**

**TOWN COUNCILMEMBER COMMENTS**

**Councilmember Todd McLendon (Seat 1)**

**Councilmember Lisa El-Ramey (Seat 2)**

**Councilmember Paul T. Coleman II (Seat 4)**

**Vice Mayor Marge Herzog (Seat 5)**

**Mayor Anita Kane (Seat 3)**

**ADJOURNMENT**

**Comment Cards:**

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



# TOWN OF LOXAHATCHEE GROVES

## TOWN COUNCIL MEETING

### AGENDA ITEM MEMORANDUM

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Item 1.

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

**FROM:** Francine L. Ramaglia, Town Manager

**DATE:** February 3, 2026

**SUBJECT:** Presentation of Homeless Coalition Mayors' Ball Award to the Town of Loxahatchee Groves by Alexandria Ayala, CEO of the Palm Beach County Homeless Coalition

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|                           |                                   |                                       |
|---------------------------|-----------------------------------|---------------------------------------|
| <b>Legal Sufficiency:</b> | <input type="checkbox"/> Reviewed | <input type="checkbox"/> Not Reviewed |
|                           | <input type="checkbox"/> Approved | <input type="checkbox"/> Not Approved |

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#### **Background:**

Alexandria Ayala, Chief Executive Officer of the Homeless Coalition of Palm Beach County, will present the Town of Loxahatchee Groves with the Homeless Coalition Mayor's Ball Award in recognition of the Town's outstanding contributions to the Mayor's Ball fundraiser and silent auction.

In Spring 2025, Palm Beach County Mayor Maria Marino issued a challenge to all 39 municipalities and the County to participate in the Mayor's Ball by creating a silent auction basket showcasing "The Best of Your Town/City/Village or County." The jurisdiction with the most exemplary "Best Of" basket(s) was selected to receive the Homeless Coalition Mayor's Ball Award.

The Town of Loxahatchee Groves—one of the County's smallest and youngest municipalities—was selected as the award recipient for its creative and comprehensive presentation of "The Best of Loxahatchee Groves" through multiple silent auction baskets.

Participation in this initiative strengthened positive relationships with Palm Beach County, the Homeless Coalition of Palm Beach County, and fellow municipalities. The Town's direct costs associated with this effort totaled \$103.20 for decorative materials, while all basket items were generously donated by members of the local community.

#### **Fiscal Impact:**

N/A

#### **Recommendation/Motion:**

N/A

#### **Attachments:**

None.



# TOWN OF LOXAHATCHEE GROVES TOWN COUNCIL MEETING AGENDA ITEM MEMORANDUM

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Item 2.

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

**FROM:** Francine L. Ramaglia, Town Manager

**DATE:** February 3, 2026

**SUBJECT:** Presentation regarding Commerce Grant for the Southern Blvd. Corridor and Interlocal Agreement

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|                           |                                   |                                       |
|---------------------------|-----------------------------------|---------------------------------------|
| <b>Legal Sufficiency:</b> | <input type="checkbox"/> Reviewed | <input type="checkbox"/> Not Reviewed |
|                           | <input type="checkbox"/> Approved | <input type="checkbox"/> Not Approved |

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**Background:** Representatives from the Treasure Coast Regional Planning Council (TCRPC) will provide an overview of the proposed Strategic Southern Boulevard Corridor Study, including:

- The scope of services,
- The public engagement and workshop plan,
- The anticipated project schedule, and
- The deliverables required by the Florida Department of Commerce.

TCRPC and staff agree that the proposed schedule is achievable and aligns with the State's required June 19, 2026 deadline. The timeline will be part of the Council discussion and may be amended to incorporate additional or modified engagement activities at Council direction.

On January 6, 2026, the Town Council reviewed the Town's Community Planning Technical Assistance Grant awarded by the Florida Department of Commerce for development of the Strategic Southern Boulevard Corridor Study.

The January 6 agenda included:

- The grant application,
- The grant award,
- The draft grant agreement, and
- The draft scope of work required by Florida Commerce.

Follow the link to view the full item: <https://mccmeetings.blob.core.usgovcloudapi.net/loxahatch-pubu/MEET-Packet-306537fa16bb44e0b2a684adcea9a5f9.pdf>

The grant requires the Town to complete and transmit all deliverables to the State by June 19, 2026.

To implement the study, staff coordinated with TCRPC, which has extensive experience in corridor planning, rural-context design, and community engagement. The Interlocal Agreement formalizes TCRPC's role in completing the grant-funded work.

Two related agreements are presented for Council consideration:

### **1. Resolution No. 2026-07**

Accepting the Florida Department of Commerce Grant Award and Approving the Grant Agreement, including the required scope of work and deliverable schedule.

This action formally adopts the grant agreement and authorizes the Town to proceed with the State-funded project.

### **2. Resolution No. 2026-08**

Approving the Interlocal Agreement with the Treasure Coast Regional Planning Council (TCRPC) for completion of the Strategic Southern Boulevard Corridor Study.

This agreement establishes TCRPC as the Town's project partner and includes the detailed scope of services (Attachment A) and anticipated project schedule (Attachment B).

### **Summary of Interlocal Agreement**

The Interlocal Agreement:

- Establishes TCRPC as the Town's consultant for the corridor study;
- Provides a fixed fee of \$75,000, consistent with the grant award;
- Includes the full Scope of Services and Anticipated Schedule;
- Requires TCRPC to complete all deliverables in accordance with Florida Commerce requirements; and
- Authorizes the Town Manager to coordinate with TCRPC and transmit deliverables to the State.

**Fiscal Impact:** The project is fully funded by the Florida Department of Commerce Community Planning Technical Assistance Grant. No local match is required. Advertising, venue, and Town consultant support costs will be paid directly by the Town as outlined in the grant budget.

### **Recommendation/Motion:**

Staff recommends that the Town Council:

1. Receive the presentation from the Treasure Coast Regional Planning Council;

2. Adopt **Resolution No. 2026-07**, accepting the Florida Department of Commerce grant award and approving the grant agreement; and
3. Adopt **Resolution No. 2026-08**, approving the Interlocal Agreement with the Treasure Coast Regional Planning Council for the Strategic Southern Boulevard Corridor Study.

**TOWN OF LOXAHATCHEE GROVES  
RESOLUTION NO. 2026-07**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ACCEPTING AND APPROVING A GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF COMMERCE TO RECEIVE \$75,000 FOR THE PURPOSES OF FUNDING A STRATEGIC SOUTHERN BOULEVARD CORRIDOR STUDY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town applied for a Planning and Technical Assistance Grant from the Florida Department of Commerce under the Competitive Florida Partnership Program to complete a Strategic Southern Boulevard Corridor Study; and

**WHEREAS**, Department awarded a grant in the amount of \$75,000 to the Town for such purposes; and

**WHEREAS**, the Town has determined that a study of the Southern Boulevard corridor adjacent to the Town's incorporated limits, including land uses, compatibility, multi-modal transportation, and stormwater drainage, is needed and in the best interests of the residents and businesses of the Town of Loxahatchee Groves; and

**WHEREAS**, the Town desires to accept the grant award and to enter into the Agreement attached hereto as Exhibit "A" ("Agreement"), to fund the Strategic Southern Boulevard Corridor Study; and

**WHEREAS**, the Town Council has determined that accepting the grant and entering into the Agreement with Florida Department of Commerce serves a valid public purpose.

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

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

**Section 2.** The Town Council of the Town of Loxahatchee Groves hereby approves the Agreement with Treasure Coast Regional Planning Council, in substantially the form attached hereto as Exhibit “A.” The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

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

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

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 3<sup>rd</sup> DAY OF FEBRUARY 2026.**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

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

\_\_\_\_\_  
Valerie Oakes, Town Clerk

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

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Voted:  
Councilmember Todd McLendon, Seat 1

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

\_\_\_\_\_  
Voted:  
Councilmember Lisa El-Ramey, Seat 2

\_\_\_\_\_  
Voted:  
Councilmember Paul Colman II, Seat 4



**TOWN OF LOXAHATCHEE GROVES  
RESOLUTION NO. 2026-08**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN INTERLOCAL AGREEMENT WITH TREASURE COAST REGIONAL PLANNING COUNCIL FOR A SOUTHERN BOULEVARD CORRIDOR STUDY; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities and public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the need and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the TCRPC is permitted to provide services to the Town as the TCRPC is established by the State of Florida and considered a public agency in accordance with state law; and

**WHEREAS**, in January 2026, the Town entered into an agreement with the Florida Department of Commerce for a Community Technical Assistance Grant to fund a study of the Southern Boulevard corridor; and

**WHEREAS**, the Town has determined that a study of the Southern Boulevard corridor adjacent to the Town’s incorporated limits, including land uses, compatibility, multi-modal transportation, and stormwater drainage, is needed and in the best interests of the residents and businesses of the Town of Loxahatchee Groves; and

**WHEREAS**, the Town and the TCRPC desire to enter into the Agreement attached hereto as Exhibit “A” (“Agreement”), to accomplish the activities identified above; and

**WHEREAS**, the Town Council has determined that entering into the Agreement with Treasure Coast Regional Planning Council serves a valid public purpose.

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

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

**Section 2.** The Town Council of the Town of Loxahatchee Groves hereby approves the Agreement with Treasure Coast Regional Planning Council, in substantially the form attached hereto as Exhibit “A.” The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

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

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

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 3<sup>rd</sup> DAY OF FEBRUARY 2026.**

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

\_\_\_\_\_  
Valerie Oakes, Town Clerk

APPROVED AS TO LEGAL FORM:

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

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

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

\_\_\_\_\_  
*Voted:*  
Councilmember Todd McLendon, Seat 1

\_\_\_\_\_  
*Voted:*  
Councilmember Lisa El-Ramey, Seat 2

\_\_\_\_\_  
*Voted:*  
Councilmember Paul Colman II, Seat 4

**INTERLOCAL AGREEMENT  
BETWEEN THE TOWN OF LOXAHATCHEE GROVES  
AND THE TREASURE COAST REGIONAL PLANNING COUNCIL  
FOR A SOUTHERN BOULEVARD CORRIDOR STUDY**

This Interlocal Agreement (herein referred to as “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 by and between the Town of Loxahatchee Groves (herein referred to as “Town”) and the Treasure Coast Regional Planning Council (herein referred to as “TCRPC”), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes. The Town and TCRPC may sometimes be referred to herein as “Party” or collectively referred to herein as the “Parties.”

**WITNESSETH:**

**WHEREAS**, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities and public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the need and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the TCRPC is permitted to provide services to the Town as the TCRPC is established by the State of Florida and considered a public agency in accordance with state law; and

**WHEREAS**, in January 2026, the Town entered into an agreement with the Florida Department of Commerce for a Community Technical Assistance Grant to fund a study of the Southern Boulevard corridor; and

**WHEREAS**, the Town has determined that a study of the Southern Boulevard corridor adjacent to the Town’s incorporated limits, including land uses, compatibility, multi-modal

transportation, and stormwater drainage, is needed and in the best interests of the residents and businesses of the Town of Loxahatchee Groves; and

**WHEREAS**, the Town and the TCRPC desire to enter into this Agreement to accomplish the activities identified above.

**NOW THEREFORE**, in consideration of the mutual covenants, promises and representations herein, the Parties agree as follows:

**SECTION 1. PURPOSE**

- A. The purpose of this Agreement is to memorialize the terms under which the TCRPC will assist the Town with the creation of a corridor study for Southern Boulevard.
- B. The Town and the TCRPC agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

**SECTION 2. EFFECTIVE DATE**

This Agreement shall become effective upon its approval by the Loxahatchee Groves Town Council and the Executive Director of the Treasure Coast Regional Planning Council, the due execution thereof by the proper officer of the Town and the Treasure Coast Regional Planning Council, and the filing of a certified copy hereof with the Clerk of the Circuit Court of Palm Beach County, Florida.

**SECTION 3. GENERAL TERMS AND CONDITIONS**

- A. This Agreement shall begin upon execution by both Parties and shall end when the deliverables are complete as identified in the Scope of Services contained in Attachment “A” and Anticipated Project Schedule contained in Attachment “B” unless terminated earlier in accordance with Section 5.
- B. The TCRPC shall fully perform the obligations identified in the Scope of Services contained in Attachment “A” of this Agreement to the satisfaction of the Town.
- C. The Town and the TCRPC agree to be governed by applicable State and Federal laws, rules, and regulations.

- D. Modifications of this Agreement may be requested by either Party. Changes must be mutually agreed upon and are only valid when reduced to writing, duly signed by each Party, and attached to the original Agreement.
- E. The Town agrees to:
  - 1. Assist in the development of documents necessary to create the study;
  - 2. Provide all necessary public notice as required by Florida Statutes;
  - 3. Provide venues for all public workshops and meetings; and
  - 4. Process all requests for reimbursement in a timely manner.

#### **SECTION 4. RECORD KEEPING**

- A. The TCRPC shall retain all records related to this Agreement for a time period consistent with the State of Florida Public Records Retention Schedule, as may be amended from time to time.
- B. The TCRPC shall allow access to its records during normal business hours and upon reasonable advance requests of the Town, its employees and agents.

#### **SECTION 5. TERMINATION**

This Agreement may be terminated for convenience by either Party on thirty (30) days written notice, or for cause if either Party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within five (5) days of written notice and diligently complete the correction thereafter. The Town shall be obligated to pay the TCRPC for only its work completed up to the date of termination pursuant to this paragraph.

#### **SECTION 6. 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 or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**SECTION 7. INDEMNIFICATION**

Each Party to this Agreement agrees, to the extent permitted by law, to save, defend, reimburse, indemnify, and hold harmless the other Party, and the other Party's respective officers, employees, servants or agents from each Party's own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceedings, judgments, interest, attorney's fees, costs and expenses arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement. Nothing in this provision shall be construed as consent by the Parties to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes, including limits on attorney's fees.

**SECTION 8. SEVERABILITY**

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Agreement.

**SECTION 9. ENTIRETY OF AGREEMENT**

This Agreement represents the entire understanding between the Parties. This Agreement may be modified and amended only by written instrument executed by the Parties hereto in accordance with Section 3.

**SECTION 10. NOTICE AND CONTACT**

All notices provided under or pursuant to this Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

**For the Town:**

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

**For the TCRPC:**

Thomas J. Lanahan, Executive Director  
 Treasure Coast Regional Planning Council  
 421 SW Camden Avenue  
 Stuart, FL 34994

**SECTION 11. FUNDING/CONSIDERATION**

- A. This is a fixed fee Agreement based on the Scope of Services as identified in Attachment “A”. As consideration for performance of work rendered under this Agreement, the Town agrees to pay the TCRPC a fixed fee of Seventy Five Thousand Dollars and Zero Cents (\$75,000.00); which includes travel, attendance at all required public meetings and workshops, out-of-pocket expenses (printing and reproduction costs), mail, couriers, subconsultant costs, and other costs related to the services provided, and excludes advertising, promotional, and meeting venue expenses.
- B. The satisfactory completion of deliverables by the TCRPC, in accordance with general industry standards and best practices and submission of an invoice to the Town, shall be considered the TCRPC’s request for payment according to the project milestone schedule contained in Attachment “A”. The Town shall pay the TCRPC within thirty (30) days of receipt of an invoice.

**SECTION 12. CHOICE OF LAW; VENUE**

This Agreement shall be governed by the laws of the State of Florida. Venue for any action arising to enforce the terms of this Agreement shall be in Palm Beach County, Florida.

**SECTION 13. ATTORNEY’S FEES**

Any costs or expense (including reasonable attorney’s fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective Parties, however, this clause pertains only to the Parties to this Agreement.

**SECTION 14. DELEGATION OF DUTY**

Nothing contained herein shall deem to authorize the delegation of the constitutional or statutory duties of the officers of the Town or the TCRPC.



**SECTION 15. FILING**

This Agreement and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

**SECTION 16. EQUAL OPPORTUNITY PROVISION**

The Town and the TCRPC agree that no person shall, on the grounds of race, color, ancestry, creed, religion, sex, national origin, political affiliation, disability, age, marital status, family status, pregnancy, sexual orientation, or gender identity be excluded from the benefits of, or be subject to any form of discrimination, under any activity carried out in the performance of the Agreement.

**SECTION 17. PUBLIC RECORDS**

In performing services pursuant to this Agreement, the TCRPC shall comply with all applicable provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, the TCRPC shall:

- A. Keep and maintain public records required by the Town to perform this service.
- B. Upon request from the Town's custodian of public records, 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 the Agreement term and following completion of the Agreement if the TCRPC does not transfer the records to the Town.
- D. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of the TCRPC or keep and maintain public records required by the Town to perform the services. If the TCRPC transfers all public records to the Town upon completion of the Agreement, the TCRPC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the TCRPC keeps and maintains public records upon completion of the Agreement, the TCRPC 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, in a format that is compatible with the information technology systems of the Town.

**IF THE TCRPC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TCRPC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK VALERIE OAKES, RECORDS CUSTODIAN FOR THE CITY, AT: (561) 793-2418; PRR@LOXAHATCHEEGROVESFL.GOV; 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.**

**SECTION 18. OFFICE OF THE INSPECTOR GENERAL**

In accordance with Palm Beach County Code Sections 2-421 through 2-440, as may be amended, the TCRPC acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The TCRPC has reviewed Palm Beach County Code Sections 2-421 through 2-440 and is aware of its rights and/or obligations under such Code Sections.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date set forth above.

**Town of Loxahatchee Groves**

**ATTEST:**

By: \_\_\_\_\_  
Valerie Oakes  
Town Clerk

By: \_\_\_\_\_  
Honorable Anita Kane  
Mayor, Town of Loxahatchee Groves

**Approved as to form and legal sufficiency:**

By: \_\_\_\_\_  
Jeffrey S. Kurtz  
Town Attorney

**Treasure Coast Regional Planning Council**

**ATTEST:**

By: \_\_\_\_\_  
Phyllis Castro  
Accounting Manager

By: \_\_\_\_\_  
Thomas J. Lanahan  
Executive Director

**Approved as to form:**

By: \_\_\_\_\_  
Keith W. Davis  
General Counsel

**ATTACHMENT A**

**SCOPE OF SERVICES**

**TOWN OF LOXAHATCHEE GROVES**

**PUBLIC ENGAGEMENT, WORKSHOP, AND RECOMMENDATIONS FOR THE**

**STRATEGIC SOUTHERN BOULEVARD CORRIDOR STUDY**

*JANUARY 29, 2026*

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**PROJECT DESCRIPTION:**

The Town of Loxahatchee Groves (Town) has requested that Treasure Coast Regional Planning Council (TCRPC) conduct a public outreach process to engage the community to identify a preferred vision and recommendations for the Southern Boulevard Corridor within the Town limits. The Town was awarded a Community Planning Technical Assistance Grant by Florida Commerce to develop the Strategic Southern Boulevard Corridor Study (Study).

Loxahatchee Groves faces growing development pressure and corridor-related challenges that jeopardize its rural identity, visual character, and fiscal sustainability. Accordingly, this Study is intended to help guide the Town to preserve its rural identity, improve corridor conditions, and support strategic reinvestment in its most economically and visually prominent corridor. The goals of the process include the following:

- Due diligence to define project parameters, opportunities, and challenges
- A public workshop and online survey to gain public input on preferred conditions
- A Project Report with a community vision and recommendations for a Southern Boulevard that:
  - Supports local, community-serving businesses and development;
  - Addresses road safety, interconnectivity, drainage, and walkability;
  - Evaluates design standards and rural-focused code language;
  - Provides concepts for visual gateway and placemaking elements; and
  - Identifies grant sources and public/private partnership opportunities.
- Presentations to the Town Council

The Town shall be responsible for the transmittal of all deliverables to the Florida Department of Commerce to satisfy the Community Technical Assistance Grant.

## SCOPE OF SERVICES:

### **Task 1: Due Diligence**

#### **Staff Kickoff Meeting**

TCRPC will facilitate all staff meetings and project coordination meetings needed for the project, beginning with a Staff Kickoff Meeting, which is to clarify the project schedule and goals, gather background data, and refine project scope as needed. The Town will provide all background documents, including base map data, prior project presentations and materials, and relevant public input. Staff Kickoff Meeting will be scheduled with Town staff in the first month of the project following execution of the Interlocal Agreement. TCRPC will be responsible for agendas, facilitation, and meeting notes for the Staff Meetings.

#### **Document Review/Assessment**

TCRPC will review background documents related to the project, including base maps, presentations, surveys, public input, and corridor drawings. TCRPC will conduct site reconnaissance to evaluate and photograph existing conditions.

#### **Traffic & Infrastructure Assessment**

Review the corridor's transportation challenges, including congestion, driveway conflicts, cut-through traffic on lettered roads, and aging or insufficient infrastructure. Identify problems related to turning movements, intersection stacking, water management infrastructure in disrepair, and develop recommendations for improvements. This task will utilize the Town's traffic engineer through the Town's existing agreements.

#### **Public Safety & Drainage Assessment**

Review of the corridor—related public safety issues, traffic incidents, and environmental risks caused by canal dumping and inadequate drainage. Identify degraded canal banks and water quality threats. Recommend strategies for safety and environmental resilience. This task will utilize the Town's stormwater and drainage engineer through the Town's existing agreements.

#### **Town Council Interviews**

In conjunction with Town staff, TCRPC will facilitate individual interviews with Town Council members to determine their desires, concerns, and design preferences for the Southern Boulevard Corridor.

### **Task 1 Deliverables**

1. Facilitation of Staff Kickoff Meeting and Meeting Summary (Agenda, Participant List, and Meeting Notes)
2. Completion of Town Council Interviews and Summary of Town Council Input
3. Due Diligence Summary

*This deliverable is anticipated to be completed by **March 13, 2026**, and transmitted by the Town to Florida Commerce by **March 31, 2026**.*

## **Task 2: Public Workshop & Online Survey**

### **Public Workshop**

In order to gain public input regarding the vision for the Southern Boulevard Corridor, TCRPC will conduct a facilitated public workshop focused on residents and business and property owners. TCRPC will facilitate the workshop and provide a presentation detailing the corridor and an array of various design elements intended to enhance safety, mobility, access, appearance, and the responsiveness of the corridor's design relative to its land use context.

The Town will provide a workshop venue, public notice, and refreshments.

TCRPC will provide workshop facilitators, presentations, and all other workshop materials. TCRPC will work with the Town's communications staff to maximize public participation both in-person and virtually.

### **Public Survey**

In order to gain additional public input regarding the vision for the Southern Boulevard Corridor, TCRPC will prepare and host an online survey. The survey will be launched at the public workshop and will be distributed to the residents and property owners through the Town's communication staff. A survey end date will be advertised with the launch to allow for a summary of results in the Project Report.

## **Task 2 Deliverables**

1. Facilitation of Public Workshop
  - Workshop Presentation (PowerPoint format)
  - Workshop Documentation (Participant List, Summary of Public Input)
2. Digital survey to be launched at the public workshop

*This deliverable is anticipated to be completed by **April 15, 2026**, and transmitted by the Town to Florida Commerce **by April 30, 2026**.*

## **Task 3: Draft Project Report**

### **Draft Project Report**

Considering due diligence, site conditions, public input, and potential design elements, TCRPC will develop and transmit a draft project report and recommendations for the Southern Boulevard Corridor. The draft report will include illustrative design elements in select locations as appropriate that are intended to maximize responsiveness to public input; corridor safety, accessibility, and appearance; and sensitivity to land use context.

### **Pedestrian/Equestrian Safety and Gateway Identity**

Assess the corridor's ability to safely accommodate pedestrians, equestrians and other nonmotorized users, including trail separation and crossing needs. Identify areas of visual

blight, aging commercial properties, and a lack of cohesive identity at the Town's gateway. Recommend enhancements to safety, aesthetics, and rural branding.

#### Zoning Strategies

Assess existing land use, zoning, and fiscal contributions of the corridor. Present strategies that may be considered, such as reinvestment zones, economic revitalization tools, and adjustments to the land development code.

#### Town Council Briefings

TCRPC will facilitate individual briefings with Town Council members to present the draft Project Report and recommendations. TCRPC will provide a slide presentation for the briefings and record input, and the Town will be responsible for meeting logistics.

#### **Task 3 Deliverables**

1. Draft Project Report including:
  - a. Public engagement summary, including the online survey results
  - b. Pedestrian/Equestrian Safety and Gateway Identity
  - c. Zoning Strategies
2. Completion of Town Council briefings

*This deliverable is anticipated to be completed by **May 19**.*

#### **Task 4: Town Council Presentation & Final Report**

##### Town Council Presentation

TCRPC will present a summary of the draft Project Report to the Town Council. The purpose of the presentation and Council input is to formally document the Town's desires regarding the vision of the Southern Boulevard. TCRPC will document Council input, which will be integrated into the final Project Report as appropriate.

Pursuant to input from the Town Council, TCRPC will provide a final project report.

#### **Task 4 Deliverables**

- Town Council Slide Presentation
- Completion of Town Council Presentation
- Final Project Report

*This deliverable is anticipated to be completed by June 16, 2026, and transmitted by the Town to Florida Commerce by June 19, 2026.*

## FEES AND REIMBURSABLE EXPENSES:

Professional services described in this Scope of Services will be performed for a fixed fee of \$75,000 (Seventy-Five Thousand Dollars and Zero Cents). The total fee includes travel, out-of-pocket expenses (printing and reproduction costs), mail, couriers, subconsultant costs, and all other costs related to the professional services. The fee excludes advertising, promotional, and meeting venue expenses as well as Town consultant support as described herein, all of which will be paid directly by the Town.

TCRPC will provide all work and products, outlined in the scope above, payable per the following schedule. It does not include advertising costs for any public hearings/workshops, meeting venue costs, meeting refreshments, or promotional materials. Additional presentations, meetings, or work beyond what is stipulated in the Scope of Services section of this Agreement will be billed at a rate of \$250.00 (Two Hundred and Twenty-Five Dollars and Zero Cents) per hour.

| Action                                                      | % of Total  | Fee             |
|-------------------------------------------------------------|-------------|-----------------|
| Execution of Interlocal Agreement                           | 10%         | \$7,500         |
| Task 1: Due Diligence*                                      | 20%         | \$15,000        |
| Task 2: Public Workshop & Online Survey*                    | 50%         | \$37,000        |
| Task 3: Draft Project Report                                | 10%         | \$7,500         |
| Task 4: Town Council Presentation & Final Project Report*   | 10%         | \$7,500         |
| <i>Total Fee</i>                                            | <b>100%</b> | <b>\$75,000</b> |
| *Indicates Florida Commerce deliverable milestone included. |             |                 |

## ANTICIPATED SCHEDULE:

An anticipated project schedule, contingent upon execution of the Interlocal Agreement in February 2026, is included as Attachment B.



## ATTACHMENT B

### SCHEDULE OF PROJECT TASKS

| Action                                                      |                                          | Feb | March | April | May | June | July |
|-------------------------------------------------------------|------------------------------------------|-----|-------|-------|-----|------|------|
| Execution of Interlocal Agreement                           |                                          |     |       |       |     |      |      |
| <b>Task 1</b>                                               | Due Diligence                            |     | *     |       |     |      |      |
| <b>Task 2</b>                                               | Public Workshop & Online Survey          |     |       | *     |     |      |      |
| <b>Task 3</b>                                               | Draft Project Report                     |     |       |       |     |      |      |
| <b>Task 4</b>                                               | Town Council Presentation & Final Report |     |       |       |     | *    |      |
| *Indicates Florida Commerce deliverable milestone included. |                                          |     |       |       |     |      |      |



155 F Road Loxahatchee Groves, FL 33470

**TO:** Town Council of Town of Loxahatchee Groves  
**FROM:** Francine L. Ramaglia, Town Manager  
**DATE:** February 3, 2026  
**SUBJECT:** Presentation by Local Lobbyist on Current Updates

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**Background:**

Mary McNicholas will present an update on interagency and other lobbying groups.

**Recommendation:**

None.



**TOWN OF LOXAHATCHEE GROVES**  
**TOWN COUNCIL MEETING**  
**AGENDA ITEM MEMORANDUM**

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Item 4.

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

**FROM:** Caryn Gardner-Young, Community Standards Director  
Ramsey J. Bulkeley, Town Consultant

**THRU:** Francine L. Ramaglia, Town Manager

**DATE:** February 3, 2026

**SUBJECT:** Presentation and Update on Okeechobee Blvd. Properties Evaluation

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|                           |                                   |                                       |
|---------------------------|-----------------------------------|---------------------------------------|
| <b>Legal Sufficiency:</b> | <input type="checkbox"/> Reviewed | <input type="checkbox"/> Not Reviewed |
|                           | <input type="checkbox"/> Approved | <input type="checkbox"/> Not Approved |

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**Background:**

Ramsey Bulkeley to give a presentation and update on the Okeechobee Blvd. Properties Evaluation.

**Recommendation/Motion:**

None



# TOWN OF LOXAHATCHEE GROVES

## TOWN COUNCIL MEETING

### AGENDA ITEM MEMORANDUM

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Item 5.

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

**FROM:** Valerie Oakes, Town Clerk

**THRU:** Francine L. Ramaglia, Town Manager

**DATE:** February 3, 2026

**SUBJECT:** *Resolution No. 2026-05 – Vote Processing Equipment Use and Elections Services Agreement with Palm Beach County Supervisor of Elections*

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|                           |                                              |                                       |
|---------------------------|----------------------------------------------|---------------------------------------|
| <b>Legal Sufficiency:</b> | <input checked="" type="checkbox"/> Reviewed | <input type="checkbox"/> Not Reviewed |
|                           | <input checked="" type="checkbox"/> Approved | <input type="checkbox"/> Not Approved |

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#### **Background:**

When the Town conducts a municipal election, it contracts with the Palm Beach County Supervisor of Elections (SOE) for the use of vote processing equipment and the provision of elections services, as authorized under Florida law. The SOE is the legal custodian of certified voting equipment and provides the trained personnel necessary to program, operate, maintain, and secure election systems.

The attached agreement outlines the terms and conditions under which the SOE will provide vote processing equipment, Election Day services, Vote-by-Mail processing, poll worker training, canvassing support, and other required election services for the 2026 Uniform Municipal Election scheduled for March 10, 2026, as well as a potential Run-Off Election on March 24, 2026, should one be required.

During a mandatory Municipal Clerks meeting held by the Supervisor of Elections on January 29, 2026, an error was identified in the current agreement. In *EXHIBIT A* the listed Deputy rate is “\$225.00”; however, it was clarified during the meeting that the correct Deputy rate is “\$240.00”.

#### **Fiscal Impact:**

Election-related costs will be billed in accordance with the fee schedule attached as Exhibit “A” to the agreement and will be paid from the appropriate election budget allocation.

#### **Recommendation/Motion:**

Approval of *Resolution No. 2026-05* which will allow the Town to formally engage the Palm Beach County Supervisor of Elections to conduct the March 10, 2026 Municipal Election and any required Run-Off Election in compliance with Florida Election Code requirements. The Town Clerk recommends that the Town Council approve the Vote Processing Equipment Use and Elections Services Agreement and authorize execution of the contract.

**RESOLUTION NO. 2026-05**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN AGREEMENT WITH THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS FOR 2026 MUNICIPAL ELECTION VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 101.34, Florida Statutes, the Palm Beach County Supervisor of Elections (Supervisor) is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is charged with the responsibility for custody and maintenance of said equipment; and

**WHEREAS**, the Town of Loxahatchee Groves (Town) is to conduct an election that requires use of vote processing equipment; and

**WHEREAS**, the Supervisor can provide the equipment and personnel to program, operate and maintain the equipment necessary for the Town to successfully conduct the required election; and

**WHEREAS**, the Supervisor and the Town desire to enter into an Agreement for the use of vote processing equipment and elections services for the 2026 municipal election; and

**WHEREAS**, the Town Council finds entering into the Agreement with the Palm Beach County Supervisor of Elections serves a valid public purpose.

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

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

**Section 2.** The Town Council of the Town of Loxahatchee Groves hereby approves the Agreement with the Palm Beach County Supervisor of Elections, attached hereto as Exhibit “A”.

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

Councilmember \_\_\_\_\_ offered the foregoing Resolution. Councilmember seconded the Motion, and upon being put to a vote.

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE  
GROVES, FLORIDA, THIS 3<sup>RD</sup> DAY OF FEBRUARY 2026.**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

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

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

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

APPROVED AS TO LEGAL FORM:

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

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

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

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



## 2026 MUNICIPAL ELECTION(S) VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES AGREEMENT

This Vote Processing Equipment Use and Elections Services Agreement (hereinafter referred to as the “Agreement”) is hereby entered into by and between the **Palm Beach County Supervisor of Elections Office** (hereinafter referred to as “SOE”) and \_\_\_\_\_, **Florida** (hereinafter referred to as “MUNICIPALITY”).

### WITNESSETH:

**WHEREAS**, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

**WHEREAS**, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

**WHEREAS**, all vote processing equipment requires specially trained and knowledgeable individuals to program, operate, and maintain said equipment; and,

**WHEREAS**, the Palm Beach County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

**WHEREAS**, SOE can provide the necessary personnel to program, operate, and maintain said equipment; and,

**WHEREAS**, MUNICIPALITY hereby acknowledges it may be responsible for other applicable requirements under the Florida Election Code and any provision of MUNICIPALITY’S Charter or municipal ordinances which may not be addressed or included in this Agreement.

**NOW THEREFORE**, in consideration of the premises and of the mutual promises, terms and conditions stated herein, SOE and MUNICIPALITY agree as follows:

### ARTICLE 1 – RECITALS

The above recitals are true and correct and incorporated herein.

### ARTICLE 2 – AGREEMENT

SOE shall provide MUNICIPALITY such necessary vote processing equipment and election services according to the terms and conditions stated in this Agreement, for the purposes of conducting the Uniform Municipal Elections (“UME”) to be held on March 10, 2026, and a Run-Off Election, if necessary, on March 24, 2026, along with the necessary vote processing equipment and election services to facilitate polling locations and polling places as may be necessary and agreed upon by the parties. Except for the UME and Run-Off elections resulting from the UME, which are required by MUNICIPALITY charter or ordinance, no other municipal elections will be conducted by SOE except by separate written signed agreement of the parties hereto.

**ARTICLE 3 – OPERATION AND PROGRAMMING SERVICES**

**3.1 Municipal Services.** For each election, MUNICIPALITY shall pay SOE for the SOE's actual cost incurred by SOE in conducting MUNICIPALITY's election operations, as provided in the estimated fee schedule attached as Exhibit "A".

**3.2 Vote-By-Mail Ballots.** For each election, MUNICIPALITY shall pay SOE for each Vote-By-Mail ballot request processed plus actual postage costs, including Return Postage. MUNICIPALITY shall also pay SOE for each Vote-By-Mail ballot signature verified.

**3.3 Repairs.** For any election, all maintenance, repairs, or other troubleshooting services for vote processing equipment, including any tabulators, check-in devices, and other voting equipment, will be performed exclusively by SOE, and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any damage caused by any neglect or unauthorized acts by any employee or representative of MUNICIPALITY.

**ARTICLE 4 – OTHER ELECTION CHARGES**

**4.1 Precinct Services.** For each election, MUNICIPALITY shall pay SOE for precinct preparation and poll worker training in accordance with Exhibit "A".

**4.2 Fee Schedule.** For each election, MUNICIPALITY shall pay SOE for any other goods or services not specifically provided for in this Agreement, but that may be described or listed in the Municipal Fee Schedule(s) attached hereto as Exhibit "A".

**4.3 Other.** For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein, which may be needed to conduct an orderly election that meets the requirements of law.

**4.4 Increased Costs.** If the actual out-of-pocket costs to the SOE increase due to an increase in postage costs, law enforcement costs, or any other costs that are higher than the estimates provided in Exhibit "A", MUNICIPALITY nevertheless agrees to pay the increased costs incurred by SOE. Any increased costs will be reflected in the billing statement provided to MUNICIPALITY by SOE at the time payment is sought.

**ARTICLE 5 – TERM**

For each election, the terms of this Agreement begin upon execution of this Agreement by both the SOE and MUNICIPALITY and shall terminate on December 31, 2026, or when all ballots for the UME/Run-Off Elections have been processed, all election results have been certified, all vote processing equipment has been returned to the SOE's warehouse and the audit, if applicable, has been completed, whichever is later. In the event of an election contest or challenge, SOE agrees to cooperate in providing any public records that the SOE maintains or otherwise controls.



**ARTICLE 6 – APPLICABLE REQUIREMENTS OF FLORIDA’S ELECTION CODE**

MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions, or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the MUNICIPALITY’s elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances; provided, however, such statute, charter, or ordinance may specifically impose or delegate certain duties to the SOE; for provisions in a Municipal charter of ordinance, the SOE must consent to the duties set forth in the charter or ordinance in order to be bound by it. Any obligations or duties not set forth in this Agreement or otherwise provided for by law shall be the sole responsibility of MUNICIPALITY.

**ARTICLE 7 – NOTICE AND ADVERTISEMENT OF ELECTIONS**

Uniform Municipal Election/Run-Off Election. MUNICIPALITY shall prepare and arrange for publication of all legal notices and advertising required by state and federal statutes, city charter, and city ordinances. MUNICIPALITY agrees that all notices and advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices.

SOE will advertise the dates of the UME/Run-Off elections on its website in both English and Spanish, and SOE shall be responsible for obtaining the accurate and complete translation of any such advertising.

**ARTICLE 8 – QUALIFYING OF CANDIDATES**

MUNICIPALITY is the qualifying officer for all municipal candidates. MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of the qualifying process, the SOE shall be responsible for verifying that all names appearing on such petitions belong to qualified electors of MUNICIPALITY. The SOE agrees to verify any and all signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order such petitions are received. MUNICIPALITY shall pay SOE Ten Cents (\$0.10) per name, or such other higher amount as permitted by Florida Statutes or the Florida Administrative Code, checked to verify any signatures on qualifying petitions. Except as set forth in the following paragraph, SOE shall complete signature verification of petitions within 30 days of receipt of the petitions from MUNICIPALITY.

When MUNICIPALITY provides SOE with candidate petitions before the signature verification cutoff deadline (before noon of the 28th day preceding the first day of qualifying), SOE will verify the signed petitions no later than the 7th day before the first day of qualifying. (See Section 99.095(3), Florida Statutes.) SOE will verify signatures on all timely submitted signed petitions until the candidate indicates in writing to stop verification. MUNICIPALITY must notify each candidate in writing that if the signatures are not timely submitted in accordance with this paragraph that SOE will review them in accordance with the paragraph above, which may result in the candidate not knowing the disposition of the review until after the qualifying period.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications of eligibility of any candidate for municipal office.

**ARTICLE 9 – PRINTING OF BALLOTS AND BALLOT SERVICES**

SOE shall place an order for the quantity of Election Day ballots as directed by the MUNICIPALITY with a third-party printer as selected exclusively by SOE. MUNICIPALITY shall be responsible for payment to the third-party printer. MUNICIPALITY shall pay SOE a per-ballot fee for each Vote-By-Mail ballot printed.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, but no later than ninety-five (95) days before Election Day, unless otherwise agreed upon by SOE and MUNICIPALITY, all ballot information in English, including the name of the candidates as they are to appear on the ballot, the name of MUNICIPALITY, the name of the election, the title of office or referendum title, explanation, and questions. SOE agrees to provide, at MUNICIPALITY's cost and expense, translation of MUNICIPALITY's ballot language from English to Spanish, in accordance with Section 203 of the Voting Rights Act, as well as Creole translations for the ExpressVote machine.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver the ballot layout to the approved printer. Both SOE and MUNICIPALITY must approve the ballot proof(s).

Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store and account for all ballots until disbursed to poll workers. SOE shall also control and limit all access to unvoted ballots while in possession of SOE.

**ARTICLE 10 – POLL WORKERS**

10.1 Selection and Training of Poll Workers. SOE will select poll workers for MUNICIPALITY from a group of trained poll workers. SOE will assign the minimum number of poll workers for each required position and standby poll workers to be available on Election Day, as determined by SOE. Additional poll workers may be added at the request of MUNICIPALITY, which SOE agrees to provide based on the availability of properly trained poll workers and legal party affiliation requirements. SOE will train all poll workers in accordance with the Florida Election Code and other guidelines, procedures, or regulations as followed or adopted for the conduct of elections in Palm Beach County. The clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions. Poll workers shall undergo job-specific training and complete the required number of training hours as specified by SOE poll worker department management. All necessary supplies and ballots will be provided by SOE and stored in precinct cabinets or transported in poll worker clerk bags.

10.2 Uniform Municipal Election/Run-Off Election. MUNICIPALITY shall promptly pay poll workers directly for their services in the same amounts/at the same hourly rates that SOE pays poll workers, which as of the Effective Date hereof, is set forth in Exhibit "A". If SOE changes the rates of pay/hourly rates SOE is paying poll workers, MUNICIPALITY agrees to pay the current rates of pay/hourly rates being paid by SOE at that time.

**ARTICLE 11 – SELECTION OF POLLING PLACES**

MUNICIPALITY shall secure ADA compliant Polling Places for the UME/Run-Off Election. Upon request, SOE will provide MUNICIPALITY with the list of the polling places currently assigned to MUNICIPALITY’S precincts. If the polling place secured for the UME/Run-Off election is different than what is shown on the voters’ most recent voter information card, MUNICIPALITY shall pay the cost for the SOE to mail a new voter information card to each voter with the new location on it. If the location is temporary for the UME/Run-Off election, MUNICIPALITY shall also pay the costs for the follow-up mailing of the voter information card to designate the previous location as the again-current polling location.

**ARTICLE 12 – POLL WATCHERS**

MUNICIPALITY is responsible for collecting the Designation of Poll Watchers form and submitting it to SOE for processing. SOE will make the required identification badges and provide them to MUNICIPALITY.

MUNICIPALITY will be responsible for all costs associated with the preparation of badges.

MUNICIPALITY will create a master poll watcher list to be supplied to the SOE office and their poll workers on Election Day.

**ARTICLE 13 – SAMPLE BALLOTS**

SOE *shall not* mail sample ballots. Sample ballots will be posted on the SOE’s website.

**ARTICLE 14 – VOTE-BY-MAIL BALLOTS**

MUNICIPALITY shall refer all requests for Vote-By-Mail ballots to SOE. Unless the Clerk for MUNICIPALITY provides written direction to the contrary, SOE agrees to accept all requests for Vote-By-Mail ballots by telephone, mail, email, or in person in accordance with Florida Statutes. SOE also agrees to mail Vote-By-Mail and overseas ballots as requested by registered voters, receive and securely store any voted Vote-By-Mail ballots, verify the signatures on any returned voted Vote-By-Mail ballot certificates, facilitate voter signature cures, accommodate public inspection of Vote-By-Mail ballot mailing envelopes and voter certificates, and account for all Vote-By-Mail ballots.

SOE may begin processing Vote-By-Mail ballots prior to Election evening, pursuant to Section 101.68, Florida Statutes.

If MUNICIPALITY does not use the County Canvassing Board, MUNICIPALITY shall schedule and coordinate with SOE the date on which the MUNICIPALITY’s Canvassing Board is to assemble to canvass the Vote-By-Mail ballots. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. MUNICIPALITY must also ensure they have a Canvassing Board member present for opening, duplication, tabulation, and all other activities requiring Canvassing Board presence by law, at all times specified by SOE.

**ARTICLE 15 – TRANSPORTATION OF ELECTIONS EQUIPMENT AND SUPPLIES**

SOE will be responsible for the delivery and pick-up of vote processing equipment. Election equipment will be delivered by SOE, or a third-party representative of SOE, on an agreed-upon date, up to eight (8) days prior to the Election. SOE, or a third-party representative of SOE, will pick up voting equipment on an agreed-upon date. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pickup of voting equipment.

MUNICIPALITY shall reimburse SOE for any and all costs incurred for equipment delivery and pickup.

MUNICIPALITY is not permitted to deliver any election equipment.

**ARTICLE 16 – LOCATION AND STORAGE OF VOTING EQUIPMENT**

All voting equipment shall be stored, maintained, and located in a well-protected, secure, temperature-controlled, indoor room or facility. Once the voting equipment is delivered to a voting site, no equipment shall be relocated without the prior written approval of SOE.

**ARTICLE 17 – CANVASSING OF ELECTION RESULTS**

SOE shall schedule and coordinate the date on which the Canvassing Board is to assemble to canvass the results of the election. SOE shall notice and advertise, as needed, the dates of any canvassing board meetings on the SOE's website.

If MUNICIPALITY does not use the County Canvassing Board, MUNICIPALITY shall schedule and coordinate with SOE the date on which MUNICIPALITY's Canvassing Board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities.

MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine voter intent and which voted Vote-By-Mail ballots are to be tabulated.

MUNICIPALITY must also ensure they have a Canvassing Board member present for opening, duplication, tabulation, and all other activities requiring Canvassing Board presence by law.

**ARTICLE 18 – AUDITS**

MUNICIPALITY agrees to pay SOE for the costs of the Audit as well as any additional costs as may be necessary, including overtime expenses, for conducting the audit.

**ARTICLE 19 – POST-ELECTION RECORDS RETENTION**

SOE shall process affirmation forms and sort, inventory, and pack all election materials for retention and disposition. SOE shall store or cause to be stored all necessary election records and ballots until the expiration of retention period as prescribed by applicable Florida Statutes and Rules. MUNICIPALITY is responsible for maintaining candidate qualifying documents and certified results in accordance with Florida Law.

**ARTICLE 20 – VOTER HISTORY**

SOE will record voter history for all electors voting in the municipal election(s) in a timely manner.

**ARTICLE 21 – OTHER NECESSARY COSTS**

As provided in Article 4, any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of MUNICIPALITY's election(s) that are not specified in this Agreement shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

- A. Recounts. Any expenditure by the SOE for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,
- B. Attorneys' Fees and Costs. Actual attorneys' fees and costs incurred by SOE for research or representation on any matter that are incurred as a direct result of MUNICIPALITY's participation in the UME/Run-Off shall be invoiced by SOE for reimbursement by MUNICIPALITY.

**ARTICLE 22 – HOLD HARMLESS COVENANT**

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Furthermore, nothing herein shall be construed as a waiver by either party of sovereign immunity pursuant to Section 768.28, Florida Statutes.

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, MUNICIPALITY shall indemnify, defend and hold harmless the SOE against any actions, claims or damages arising out of MUNICIPALITY's negligence, willful or intentional acts or omissions in connection with its performance under this Agreement; and SOE shall indemnify, defend and hold harmless MUNICIPALITY against any actions, claims or damages arising out of the negligence, willful or intentional acts or omissions of the SOE in connection with its performance under this Agreement. Nothing herein shall be construed as consent by either the SOE or MUNICIPALITY to be sued by third parties in any matter arising from this Agreement. MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits, or other legal challenges or appeals that may arise, including all attorneys' fees and costs, from the contest of MUNICIPALITY'S election results or the validation of any of MUNICIPALITY'S candidate qualifications.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the waiver or limits set forth in Section 768.28, Florida Statutes. In no case shall such limits for SOE or MUNICIPALITY extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. Furthermore, nothing herein shall be construed as consent by the MUNICIPALITY or the SOE, as a state agency or subdivision of the State of Florida, to be sued by third parties in any matter arising out of any contract.

These provisions shall not be construed to constitute agreement by either party to indemnify the other for such others' negligent, willful, or intentional acts or omissions.



**ARTICLE 23 – ENTIRETY AND AMENDMENTS**

This Agreement embodies the entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective or binding unless submitted in writing and executed by the duly authorized representatives of both SOE and MUNICIPALITY.

**ARTICLE 24 – EFFECTIVE DATE**

The effective date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

**ARTICLE 25 – NOTICES**

NOTICES: All formal notices affecting the provisions of this Agreement may be delivered in person or be sent by registered mail or by a recognized overnight courier such as FedEx, to the individual designated below, until such time as either party furnishes the other party with written instructions to contact another individual or a different location.

**For the SOE:**

Supervisor of Elections  
4301 Cherry Road  
West Palm Beach, Florida 33409  
Attention: Wendy Sartory Link

**For the City:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

**ARTICLE 26 -- NONWAIVER**

A waiver by either party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this Agreement. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

**ARTICLE 27 – SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void or voidable provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being held void should a provision which is of the essence of the Agreement be determined to be void by a court of competent jurisdiction.

**IN WITNESS WHEREOF**, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this agreement on the dates set forth below.

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Signature

---

Wendy Sartory Link

---

Name (Printed or Typed)

---

Palm Beach County Supervisor of Elections

---

Title

---

Date

---

Witness Signature

---

Witness Name (Printed or Typed)

---

Signature

---

Name (Printed or Typed)

---

Title

---

Date

---

Witness Signature

---

Witness Name (Printed or Typed)

# EXHIBIT “A”



**Palm Beach County Supervisor of Elections**  
**Estimated Schedule of**  
**Municipal Election Fees**  
**2026 Uniform Municipal/Run-Off Elections**

| <b>Uniform Municipal/Run-Off Election Services</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Estimated Costs</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| Vote-by-Mail Ballot Services Outgoing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$10.04/Ballot         |
| Vote-by-Mail Ballot Returned                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$.81/ballot           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                        |
| Election Day Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$18,441.00            |
| Precinct Services (per precinct)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$275.97               |
| Accounting/Billing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$141.36               |
| Polling Location Inspection (if applicable)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$ 66.53               |
| <b>POLL WORKER PAY</b><br><br>Election Day lump sum*:<br>Clerk: \$440.00<br>Assistant Clerk: \$340.00<br>VST: \$355.00<br>Inspector: \$255.00<br>QA Inspector: \$275.00<br>Deputy: \$225.00<br>Standby Poll Worker (deployed by SOE): Paid at rate for the position which they are trained<br><br>*Rate of pay is a lump sum that includes training and election day. The Clerk, Assistant Clerk, and VST pay rate also includes Monday set-up. If applicable: a Clerk may be required to assist with precinct register pick-up from SOE and delivery to the polling location. This extra duty would increase his/her pay by \$25.00, making his/her pay rate \$465.00.<br><br>*If Applicable: An Inspector or Deputy may be required to assist in the ride along duties at the end of the night to fulfill party diversity requirements. This extra duty would increase his/her pay by \$25.00, making his/her pay rate as follows:<br>Inspector \$280.00<br>Deputy \$250.00<br><br>Any additional items requested by the municipality will be invoiced separately | TBD                    |
| On call support (\$2500 range)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Invoiced by Vendor TBD |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                        |



# TOWN OF LOXAHATCHEE GROVES TOWN COUNCIL MEETING AGENDA ITEM MEMORANDUM

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Item 6.

**TO:** Mayor and Town Council of the Town of Loxahatchee Groves  
**FROM:** Valerie Oakes, Town Clerk  
**VIA:** Francine L. Ramaglia, Town Manager  
**DATE:** February 3, 2026  
**SUBJECT:** Approval of the Minutes

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|                           |                                   |                                                  |
|---------------------------|-----------------------------------|--------------------------------------------------|
| <b>Legal Sufficiency:</b> | <input type="checkbox"/> Reviewed | <input checked="" type="checkbox"/> Not Reviewed |
|                           | <input type="checkbox"/> Approved | <input type="checkbox"/> Not Approved            |

---

**Background:** Below is a list of minutes for approval:

- August 20, 2025 - Town Council Budget Workshop Meeting Minutes
- September 17, 2025 – Town Council Regular Meeting/ Final Budget Meeting Minutes
- September 18, 2025 – Town Council Regular Meeting/ Final Budget Meeting Minutes (Continuation of September 17,2025)
- October 7, 2025 – Town Council Regular Meeting Minutes

**Fiscal Impact:** N/A

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

**Attachments:** N/A



**TOWN OF LOXAHATCHEE GROVES  
TOWN COUNCIL AND FAAC JOINT BUDGET WORKSHOP MEETING MINUTES  
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470  
Tuesday, August 20, 2024**

**TOWN COUNCIL AGENDA ITEMS**

**CALL TO ORDER**

Mayor Kane called the meeting to order at 6:31 PM

**ROLL CALL**

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Robert Shorr, Councilmember Laura Danowski, Councilmember Phillis Maniglia, Town Manager Francine Ramaglia, Town Attorney Glen Torcivia (zoom), Project Coordinator Jeff Kurtz, Public Works Director Richard Gallant, Public Works Superintendent Craig Lower, Public Works Coordinator Lexi Collegio, Keshavarz and Associates, Inc. Randy Werterpny, and Assistant to the Town Clerk Sammie Brown were present.

**Finance Advisory and Audit Committee (FAAC) Members**

Chair Manish Sood, Vice Chair Tracy Rafflowitz, Frederick Hoo, and Cassie Suchy were present

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

Public Comment received from Virginia Standish. Town Council discussion ensued.

**WORKSHOP DISCUSSION**

1. Presentation of FY 2025 Budget

Manish Sood Chair of FAAC presented the FAAC recommendations of the FY 2025 Budget.

2. Upcoming Budget Meeting Dates

August 22 - FY 2025 Budget Workshop at 6 PM (if needed)

September 3 - FY 2025 1st Budget Hearing at 6 PM

September 18 - FY 2025 2nd Budget Hearing at 6 PM

By consensus, the Town Council agreed to reconvene on August 22, 2024, at 5:00 PM to continue the discussion.

### **TOWN COUNCILMEMBER COMMENTS**

**Councilmember Laura Danowski** expressed her appreciation for the FAAC committee, describing the work as phenomenal and the effort as fabulous. She noted how impressed she was with the diligence in digging into the details, asking questions, and pushing back where necessary. She stated that while Mr. Sood had previously said the Council had the hard decision, she believed it was truly the committee who faced the hard work. Ms. Danowski said she was disappointed that Mr. Sood had left the meeting but wanted to specifically commend him for handling a public integrity challenge with professionalism. She stated that while disagreements over numbers are expected, she felt such matters should have been handled privately rather than through public criticism. Ms. Danowski again thanked FAAC members and remarked that Mr. Sood demonstrated himself to be a true gentleman.

**Councilmember Phillis Maniglia** expressed appreciation for the opportunity to meet with the FAAC, noting that such meetings should occur more frequently, ideally mid-year, rather than only at the end of the budget process. She addressed the 50/50 program, explaining that while it was initially supported by residents, it was ultimately not implemented. She stated it would now be unfair to reintroduce it, as some residents would end up paying twice. Although some residents have requested to pay 50% toward having the roads being paved, Councilmember Maniglia stated that this approach would create inequity. She acknowledged that certain residents are eager to see the roads paved and that promises had been made, reiterating her opposition to reinstating the 50/50 program at this time. She closed by thanking the FAAC for the time and effort.

**Councilmember Robert Shorr** addressed the personnel pay structure, noting that earlier discussion did not fully cover all related issues. He referenced figures stating the potential savings of over \$300,000 compared to the current structure and stated that proposed adjustments could bring personnel costs to approximately \$2.25 million. Mr. Shorr stated that if approved, the increases would limit available funds primarily to payroll and Sheriff's contract costs. He felt that some of the proposed raises were for employees who had only recently completed probation; noted that employees are hired with employment letters outlining the position and pay. He stated that awarding additional increases within six to seven months of hiring may not be consistent with those agreements. Mr. Shorr stated that he does not support the increases across-the-board but recommended the Town establish fair minimum and maximum salary ranges based on averages from other municipalities. He added that if minimums are adjusted upward, some employees may require raises to meet that standard, but that increases beyond that should be carefully reviewed.

**Vice Mayor Marge Herzog** stated that she was pleased with the Council's response to the joint meeting and suggested that such meetings could be held quarterly in order to provide updates and maintain awareness of the Council's direction as the year progresses.

**Mayor Anita Kane** invited the FAAC members to attend the upcoming meeting on Thursday at 5 PM to provide additional support in addressing questions. She emphasized that, while it would not necessarily be a joint meeting, the committee's participation would be a valuable resource. Ms. Kane expressed appreciation for the committee's efforts and the work they have contributed. She appreciated FAAC and staff for the work, noting that from her perspective as a resident, she had not seen the Town functioning as well as it is now. She acknowledged that while the former Water Control District operated with fewer staff, many needs were not being met, which contributed to long-standing

infrastructure neglect. She emphasized that the current staffing levels are necessary to address those needs and ensure services are delivered equitably throughout the Town.

Mayor Kane highlighted the importance of continued improvements, referencing concerns with Upper North Road, and encouraged prompt attention to roadway conditions; remarked that although the Town was founded with the intent of maintaining a small, rural character, growth has created new demands for services, such as permitting, road maintenance, and responsiveness at Town Hall. Mayor Kane noted that she has received large positive feedback from residents regarding the quality of service provided by staff, with some areas still requiring improvement

### **ADJOURNMENT**

There being no further business before the Council, Councilmember Maniglia moved to adjourn the meeting at 7:09 PM, which was seconded by Vice Mayor Herzog and passed unanimously (5-0)

### **TOWN OF LOXAHATCHEE GROVES, FLORIDA**

#### **ATTEST:**

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

\_\_\_\_\_  
Mayor Anita Kane, Seat 3

\_\_\_\_\_  
Vice Mayor Margaret Herzog, Seat 5

\_\_\_\_\_  
Councilmember Phillis Maniglia, Seat 1

\_\_\_\_\_  
Councilmember Laura Danowski, Seat 2

\_\_\_\_\_  
Councilmember Robert Shorr, Seat 4



**TOWN OF LOXAHATCHEE GROVES  
TOWN COUNCIL REGULAR MEETING/FINAL BUDGET MEETING  
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470  
Wednesday, September 17, 2025**

**TOWN COUNCIL AGENDA ITEMS**

**CALL TO ORDER**

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

**PLEDGE ALLEGIANCE AND MOMENT OF SILENCE**

Mayor Kane led the pledge of allegiance and moment of silence.

**ROLL CALL**

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Paul Coleman, Councilmember Lisa El-Ramey, Councilmember Todd McLendon, Town Manager Francine Ramaglia, Town Attorney Jeff Kurtz, Public Works Director Richard Gallant, Community Standards Director Caryn Gardner – Young, Building Official Jacek Tomasik, Chief Finance Officer David DiLena from Projected Point, and Town Clerk Valerie Oakes.

**ADDITIONS, DELETIONS, AND MODIFICATIONS**

**MOTION: COUNCILMEMBER MCLENDON/ COUNCILMEMBER COLEMAN  
MOVED TO APPROVE THE AGENDA. MOTION PASSES. (4-1 with EL-  
RAMEY DISSENTING).**

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

Public comments received from Fran Holden (read aloud by Tracy Raflowitz), Tracy Raflowitz, Robert Austin, Virginia Standish, and Mary McNicholas. Mary McNicholas presented a flyer that she asked to receive and file (*Exhibit 1*).

### **PRESENTATIONS**

1. Presentation on CRS, Water Control, and Watershed Master Plan by Public Works Director Richard Gallant and Randy Wertepny of Keshavarz & Associates, Inc.

Public Works Director Richard Gallant, Community Standards Director Caryn Gardner-Young, Building Official Jacek Tomasik, and Engineer Randy Wertepny of Keshavarz & Associates, Inc presented Item No. 2.

Public Comments received from Virginia Standish, Mr. Johnson, Suzanne Collins, Robert Austin, Jane Harding, and Leah Miller.

Lobbyist Mary McNicholas gave a brief update regarding culverts within the town.

Town Council consensus was to further investigate how culvert and weir replacements within the master plan could affect the Town and to gather more information on the CRS system.

2. Presentation on Legislative Updates by Ron Book of Ronald L. Book, P.A.

Ron Book of Ronald L. Book, P.A presented updates on legislative updates regarding future changes to property taxes and ad valorem taxes. This Item was presented first, before Item No. 1.

Public comment received from Cassie Suchy.

### **CONSENT AGENDA**

Town Council agreed to pull Item No. 3 from the consent agenda and discuss it after Item No. 5.

3. Consideration of Approval on **Resolution No. 2025-74**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING AN EMPLOYMENT AGREEMENT FOR TOWN MANAGER WITH FRANCINE L. RAMAGLIA AND PROVIDING AN EFFECTIVE DATE.

*The meeting was continued on September 18, 2025. Item 6 was discussed then.*

### **FINAL BUDGET PUBLIC HEARING**

4. Pursuant to F.S. 200.065(2)(d)&(e), the following announcement must be made:

"The Town of Loxahatchee Groves, Florida's rolled back rate is 2.8326, the percentage increase in property taxes for Fiscal Year 2024/2025 is 14.9615% and the Town's millage rate to be adopted is 3.2564 mills".

- a) Consideration of Approval on **Resolution No. 2025-71**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ESTABLISHING AND ADOPTING THE FINAL MILLAGE FOR THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PURSUANT TO THE BUDGET SUMMARY FOR THE FISCAL YEAR 2025-2026, IN ACCORDANCE WITH CHAPTER 200, FLORIDA STATUTES, AS AMENDED, PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

Chief Financial Officer David DiLena of Projected Point presented Item No. 4a.

Public Comments from Victor Lehto, Tracy Rafterowitz, Virginia Standish, Leah Miller, Jane Harding, Aly Daly.

MOTION: COUNCILMEMBER COLEMAN/ MAYOR KANE MOVED TO APPROVE RESOLUTION 2025-71 WITH THE MILLAGE RATE AT 3.2564 MILLS. MOTION FAILS (3-2). COUNCILMEMBER EL-RAMEY AND COUNCILMEMBER MCLENDON DISSENTING.

MOTION: COUNCILMEMBER EL-RAMEY/ COUNCILMEMBER COLEMAN MOVED TO APPROVE RESOLUTION 2025-71 WITH AN ADOPTED MILLAGE RATE OF 3.0 MILLS. MOTION FAILS (2-3). MAYOR KANE, VICE MAYOR HERZOG, AND COUNCILMEMBER MCLENDON DISSENTING.

**MAYOR KANE RECESSED THE MEETING AT 9:23 PM. THE MEETING RECONVENED AT 9:33 PM.**

MOTION: COUNCILMEMBER COLEMAN MOVED TO APPROVE RESOLUTION 2025 – 71 WITH AN ADOPTED MILLAGE RATE OF 3.2563 MILLS AND MOVING THE SHERIFF LINE ITEM OUT OF CONTINGENCY AND INTO PUBLIC SAFETY. THERE WAS NO SECOND FOR THE MOTION.

MOTION: COUNCILMEMBER MCLENDON/ COUNCILMEMBER COLEMAN MOVED TO APPROVE RESOLUTION 2025-71 AT 3.2564 MILLS. THE MOTION PASSES (4-1). COUNCILMEMBER EL-RAMEY DISSENTING.

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

- b) Consideration of Approval on **Resolution No. 2025-72**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.



**MOTION: COUNCILMEMBER COLEMAN/ COUNCILMEMBER MCLENDON MOVED TO APPROVE RESOLUTION NO. 2025-72 WITH THE ADDENDUMS: REDUCING OVERALL SPENDING BY FIVE PERCENT (5%) AND REALLOCATING THOSE FUNDS TO CONTINGENCY; AND TRANSFERRING \$120,000 FROM CONTINGENCY AND MOVE IT TO PUBLIC SAFETY TO COVER TWO MONTHS OF THE SHERIFFS BILL. MOTION PASSES (4-1). COUNCILMEMBER EL-RAMEY DISSENTING.**

### **PUBLIC HEARING**

5. Consideration of Approval on **Ordinance No. 2025-10** on First Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ARTICLE 87 “NATIVE TREE PRESERVATION AND INVASIVE EXOTIC REMOVAL” OF PART III “SUPPLEMENTAL REGULATIONS” OF THE TOWN OF LOXAHATCHEE GROVES UNIFIED LAND DEVELOPMENT CODE (ULDC) BY ENACTING SECTION 87-065 “TREE MITIGATION TRUST FUND” TO PROVIDE THE PURPOSES FOR WHICH THE TREE MITIGATION TRUST FUND CAN BE ALLOCATED AND EXPENDED; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Town Clerk Valerie Oakes read Ordinance No. 2025-10 into the record.

Community Standards Director Caryn Gardner-Young presented Item No.5.

**MOTION: COUNCILMEMBER MCLENDON/ COUNCILMEMBER COLEMAN MOVED TO APPROVE ORDINANCE NO. 2025-10 WITH MODIFICATION TO ITEM B6. OF ORDINANCE NO. 2025-10 TO STATE “PUBLICLY OWNED LAND”. MOTION PASSES (5-0).**

### **REGULAR AGENDA**

6. Consideration of Approval on **Resolution No. 2025-73**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ESTABLISHING A CHARTER REVIEW COMMITTEE, ASSIGNING ITS DUTIES, PROVIDING AUTHORITY FOR EXPENDITURES, PROVIDING FOR PUBLIC MEETINGS, PROVIDING FOR STAFF SUPPORT FOR THE COMMITTEE, AND PROVIDING AN EFFECTIVE DATE AND A DATE FOR TERMINATION OF ACTIVITIES.

*The meeting was continued on September 18, 2025. Item 6 was discussed then.*

7. Consideration of Approval on **Resolution No. 2025-75**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A NEW SCHEDULE OF RATES, FEES, AND CHARGES FOR PLANNING AND ZONING, PERMITTING, BUILDING, CODE ENFORCEMENT, AND OTHER SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Item No.7 was discussed after No.9.

Community Standards Director Caryn Gardner- Young and Building Official Jacek Tomasik presented Item No. 7.

**MOTION: COUNCILMEMBER MCLENDON/ COLEMAN MOVED TO APPROVE RESOLUTION NO. 2025-75 FIXING THE TYPO ON PAGE 4 FROM INCLUDED TO EXCLUDED. MOTION PASSES (5-0).**

### **DISCUSSION**

8. Discussion on Update on Community Meeting regarding Master Transportation Plan

Item No. 8 was discussed after Item No.5

Lobbyist Mary McNicholas presented an update on Item No. 8

McNicholas asked for a letter of support stating what the Town is requesting for improvements from community outreach. As well as a request to eliminate 140<sup>th</sup> off the Thoroughfare Right of Way Identification Map (TIM).

9. Discussion on Local Bill Prohibiting the Use of Fireworks in Loxahatchee Groves

Lobbyist Mary McNicholas presented Item No.9

Town Attorney Jeff Kurtz noted that on October 7 staff would bring back appropriate language at the Councils discretion.

### **TOWN STAFF COMMENTS**

**Town Manager Francine L. Ramaglia**

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

**Town Clerk Valerie Oakes**

**Community Standards Director Caryn Gardner Young**

**Public Works Director Richard Gallant**

**Chief Financial Officer David DiLena of Projected Point, Inc**

### **ADJOURNMENT**

**MAYOR KANE RECESSED THE MEETING UNTIL 6:15 PM ON SEPTEMBER 18**

2025.

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

**ATTEST:**

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

\_\_\_\_\_  
Mayor Anita Kane, Seat 3

\_\_\_\_\_  
Vice Mayor Margaret Herzog, Seat 5

\_\_\_\_\_  
Councilmember Todd McLendon, Seat 1

\_\_\_\_\_  
Councilmember Lisa El-Ramey, Seat 2

\_\_\_\_\_  
Councilmember Paul Coleman II, Seat 4



**PALM BEACH STATE COLLEGE**  
**LOXAHATCHEE GROVES CAMPUS**

**DENTAL HYGIENE**  
**CARE CENTER**

**561-790-9090**

**Appointment Includes:**

- **DENTAL HYGIENE APPOINTMENT**
- **ORAL HEALTH ASSESSMENT**
- **ORAL CANCER SCREENING**
- **X-RAYS**
- **FLUORIDE APPLICATION**
- **PREVENTIVE DENTAL SEALANTS**
- **ORAL HEALTH PATIENT EDUCATION**
- **ADULT (18+): \$50.00**
- **SCREENING: X-RAYS & INITIAL EXAM \$20.00 (Screening Fee applied to prophylaxis appointment)**
- **CHILD (17 and under) \$25.00**
- **PBSC EMPLOYEES & PBSC STUDENTS: \$20.00**  
**(Credit/Debit Card ONLY – NO CASH)**

**15845 Southern Blvd Loxahatchee Groves, FL 33470**

**LGB - BUILDING**

Palm Beach State College Dental Hygiene Care Center is a state-of-the-art teaching facility in which students enrolled in the Dental Hygiene program provide preventive dental care to the community. Treatment may require several appointments and may last for a few hours.





# PALM BEACH STATE COLLEGE

**Loxahatchee Groves Campus**

**Building 2 (LGB)**

**15845 Southern Blvd**

**Loxahatchee, FL 33470**

**561-790-9090**

**DENTAL HYGIENE  
CLINIC & SERVICES**



Palm Beach State College Dental Hygiene Clinic is a teaching facility in which students enrolled in the Dental Hygiene program provide preventive dental treatment to community residents. The Dental Hygiene Clinic is a state of the art dental facility, located on the Loxahatchee Groves Campus.

## APPOINTMENT TIMES

### **Fall Term**

#### September-December

Tuesdays 8:00-12:00  
1:00-4:30

Thursdays 8:00-12:00

### **Spring Term**

#### January-April

Tuesdays 8:00-12:00  
1:00-4:30

Thursdays 8:00-12:00  
1:00-4:30

#### February-April

Monday 8:00-12:00  
Wednesdays 8:00-12:00  
1:00-4:30

### **Summer Term**

#### May-June

Tuesdays 8:00-12:00  
1:00-4:30

Thursdays 8:00-12:00  
1:00-4:30

Treatment may require multiple appointments. Please set aside an entire morning or Afternoon for your appointment. Not all individuals will qualify for treatment in the Dental Health Care Center. A medical clearance from a physician may be required due to specific medical conditions.

## **Services Available:**

- Oral Health Assessment  
Medical/Dental history  
Oral Cancer screening  
Radiographs (X-rays)
- Prophylaxis (dental cleaning)  
Scaling  
Polishing  
Adjunctive aides in periodontal treatment
- Fluoride
- Sealants
- Patient education

Adult (age 18 and older): \$50.00

Child (age 17 and under): \$25.00

Palm Beach State College  
Employees and Students \$20.00  
(does not include Payment for  
services by "Corporate and  
Continuing Education" classes)

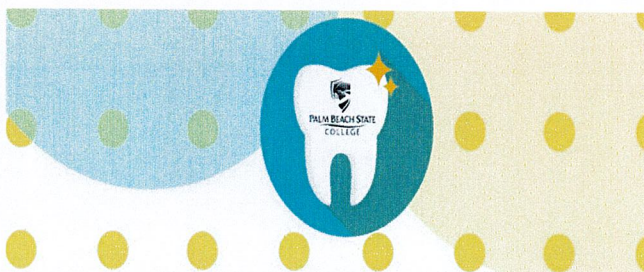
**PAYMENT BY  
Credit/Debit Card ONLY  
No Cash**



## PATIENT'S BILL OF RIGHTS

All of our clients are entitled to:

- Considerate and respectful treatment in a clean and safe environment.
- Receive treatment without discrimination regarding race, color, religion, sex, national origin, disability or sexual orientation.
- Continuity and completion of care that meets the professional standard of care.
- Access to complete and current information about his/her oral conditions.
- Receive information that is needed to give informed consent for any proposed procedure or treatment.
- An explanation of the recommended dental treatment, treatment alternatives, and the expected outcome.
- Refuse treatment and be told what effect this may have on their oral health.
- Confidentiality regarding their medical condition, oral health, and patient records in accordance with Health Insurance Portability & Accountability Act HIPAA and the Florida Privacy Act.



**PALM BEACH STATE COLLEGE  
LOXAHATCHEE GROVES CAMPUS**

## **DENTAL HYGIENE CLINIC & SERVICES**

**Appointment Includes:**

- DENTAL HYGIENE APPOINTMENT
- ORAL HEALTH ASSESSMENT
- ORAL CANCER SCREENING
- X-RAYS
- FLUORIDE APPLICATION
- PREVENTIVE DENTAL SEALANTS
- ORAL HEALTH PATIENT EDUCATION

**ADULT (18+): \$50.00**

**SCREENING: X-RAYS & INITIAL EXAM \$20.00**

**(Screening Fee applied to prophylaxis appointment)**

**CHILD (17 and under) \$25.00**

**PBSC EMPLOYEES & PBSC STUDENTS: \$20.00**

**(Credit/Debit Card ONLY – NO CASH)**







**PALM BEACH STATE  
COLLEGE**

**Loxahatchee Groves Campus**

**Building 2 (LGB)  
15845 Southern Blvd  
Loxahatchee, FL 33470**

**561-790-9090**

**DENTAL HYGIENE  
CLINIC & SERVICES**



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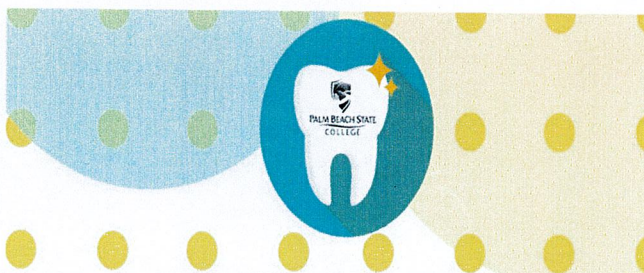
**PAYMENT BY  
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- Access to complete and current information about his/her oral conditions.
- Receive information that is needed to give informed consent for any proposed procedure or treatment.
- An explanation of the recommended dental treatment, treatment alternatives, and the expected outcome.
- Refuse treatment and be told what effect this may have on their oral health.
- Confidentiality regarding their medical condition, oral health, and patient records in accordance with Health Insurance Portability & Accountability Act HIPAA and the Florida Privacy Act.



**PALM BEACH STATE COLLEGE  
LOXAHATCHEE GROVES CAMPUS**

## **DENTAL HYGIENE CLINIC & SERVICES**

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- DENTAL HYGIENE APPOINTMENT
- ORAL HEALTH ASSESSMENT
- ORAL CANCER SCREENING
- X-RAYS
- FLUORIDE APPLICATION
- PREVENTIVE DENTAL SEALANTS
- ORAL HEALTH PATIENT EDUCATION

**ADULT (18+): \$50.00**

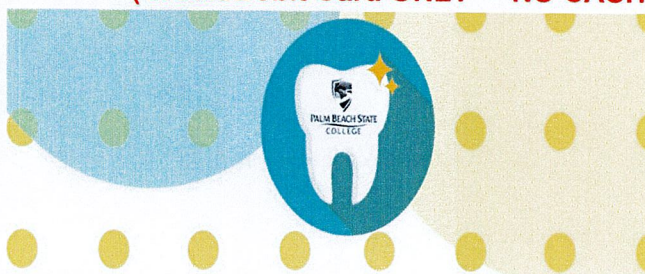
**SCREENING: X-RAYS & INITIAL EXAM \$20.00**

**(Screening Fee applied to prophylaxis appointment)**

**CHILD (17 and under) \$25.00**

**PBSC EMPLOYEES & PBSC STUDENTS: \$20.00**

**(Credit/Debit Card ONLY – NO CASH)**







**TOWN OF LOXAHATCHEE GROVES  
TOWN COUNCIL REGULAR MEETING/FINAL BUDGET MEETING  
(CONTINUATION OF SEPTEMBER 17, 2025)  
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470  
Wednesday, September 18, 2025**

**TOWN COUNCIL AGENDA ITEMS**

**CALL TO ORDER**

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

**PLEDGE ALLEGIANCE AND MOMENT OF SILENCE**

Mayor Kane led the pledge of allegiance and moment of silence.

**ROLL CALL**

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Paul Coleman, Councilmember Lisa El-Ramey, Councilmember Todd McLendon, Town Manager Francine Ramaglia, Town Attorney Jeff Kurtz, Public Works Director Richard Gallant, and Town Clerk Valerie Oakes.

**ADDITIONS, DELETIONS, AND MODIFICATIONS**

*This meeting is a continuation of September 17, 2025 Town Council Regular Meeting.*

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

**PRESENTATIONS**

1. Presentation on CRS, Water Control, and Watershed Master Plan by Public Works Director Richard Gallant and Randy Wertepny of Keshavarz & Associates, Inc.

*Item No.1 was discussed at the September 17, 2025 Town Council Regular Meeting.*

2. Presentation on Legislative Updates by Ron Book of Ronald L. Book, P.A.

*Item No.2 was discussed at the September 17, 2025 Town Council Regular Meeting.*

### **CONSENT AGENDA**

3. Consideration of Approval on **Resolution No. 2025-74**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING AN EMPLOYMENT AGREEMENT FOR TOWN MANAGER WITH FRANCINE L. RAMAGLIA AND PROVIDING AN EFFECTIVE DATE.

Public Comments received from Cynthia Screncie, Lori Richards, Mary McNicholas, Mr. Johnson, Virginia Standish, Aly Daly, Janet Ike, Cassie Suchy, Mr. Collins, Marianne Miles, Susan Collins, Cassie Suchy reading on behalf of Tracy Raflowitz, and Cassie Suchy on behalf of Christine Carpenter.

Town Clerk Valerie Oakes then continued to read public comments into the record that were received through email. Oakes read into the record emails from Manish Sood, Phillis Maniglia, Benny Kay, Katherine Kuss, Mark Spargo, Diana Babington, Cathy Turrell, Steven Hoffman, Janine Will, an unnamed person, Jennifer Stephens, Kevin Brennan, Gill Hyatt, Bill Louda, and Jim Sites.

Town Council discussion ensued regarding the Town Managers contract. Councilmember El-Ramey asked for a review of Town Manager Ramaglia to be received and filed (*Exhibit 1,2,3*).

There was a brief pause at 8:20 PM.

**MOTION: COUNCILMEMBER MCLENDON/ VICE MAYOR HERZOG MOVED TO APPROVE THE CONTRACT AT \$155,000 WITH AN END DATE OF SEPTEMBER 30, 2026. THE MOTION PASSED. (3-2) WITH COULNCILMEMBER EL-RAMEY AND COUNCILMEMBER COLEMAN DISSENTING.**

### **FINAL BUDGET PUBLIC HEARING**

4. Pursuant to F.S. 200.065(2)(d)&(e), the following announcement must be made:

"The Town of Loxahatchee Groves, Florida's rolled back rate is 2.8326, the percentage increase in property taxes for Fiscal Year 2024/2025 is 14.9615% and the Town's millage rate to be adopted is 3.2564 mills".

- a) Consideration of Approval on **Resolution No. 2025-71**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ESTABLISHING AND ADOPTING THE FINAL MILLAGE FOR THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PURSUANT TO THE BUDGET

SUMMARY FOR THE FISCAL YEAR 2025-2026, IN ACCORDANCE WITH CHAPTER 200, FLORIDA STATUTES, AS AMENDED, PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

- b) Consideration of Approval on **Resolution No. 2025-72**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

*Item No.4b was discussed at the September 17, 2025 Town Council Regular Meeting.*

### **PUBLIC HEARING**

5. Consideration of Approval on **Ordinance No. 2025-10** on First Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ARTICLE 87 “NATIVE TREE PRESERVATION AND INVASIVE EXOTIC REMOVAL” OF PART III “SUPPLEMENTAL REGULATIONS” OF THE TOWN OF LOXAHATCHEE GROVES UNIFIED LAND DEVELOPMENT CODE (ULDC) BY ENACTING SECTION 87-065 “TREE MITIGATION TRUST FUND” TO PROVIDE THE PURPOSES FOR WHICH THE TREE MITIGATION TRUST FUND CAN BE ALLOCATED AND EXPENDED; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

*Item No.5 was discussed at the September 17, 2025 Town Council Regular Meeting.*

### **REGULAR AGENDA**

6. Consideration of Approval on **Resolution No. 2025-73**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ESTABLISHING A CHARTER REVIEW COMMITTEE, ASSIGNING ITS DUTIES, PROVIDING AUTHORITY FOR EXPENDITURES, PROVIDING FOR PUBLIC MEETINGS, PROVIDING FOR STAFF SUPPORT FOR THE COMMITTEE, AND PROVIDING AN EFFECTIVE DATE AND A DATE FOR TERMINATION OF ACTIVITIES.

Town Attorney Kurtz presented Item No. 6 and read it into the record.

There was a public comment from Marianne Miles.

**MOTION: COUNCILMEMBER MCLENDON/ COLEMAN MOVED TO APPROVE RESOLUTION NO. 2025-73 WITH THE REMOVAL OF ITEM NO. 4. THE MOTION PASSES (5-0).**

7. Consideration of Approval on **Resolution No. 2025-75**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA,

ADOPTING A NEW SCHEDULE OF RATES, FEES, AND CHARGES FOR PLANNING AND ZONING, PERMITTING, BUILDING, CODE ENFORCEMENT, AND OTHER SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

*Item No.7 was discussed at the September 17, 2025 Town Council Regular Meeting.*

### **DISCUSSION**

8. Discussion on Update on Community Meeting regarding Master Transportation Plan

*Item No.8 was discussed at the September 17, 2025 Town Council Regular Meeting.*

9. Discussion on Local Bill Prohibiting the Use of Fireworks in Loxahatchee Groves

*Item No.9 was discussed at the September 17, 2025 Town Council Regular Meeting.*

### **TOWN STAFF COMMENTS**

**Town Manager Francine L. Ramaglia** had no report.

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

**Town Clerk Valerie Oakes** had no report.

**Public Works Director Richard Gallant** gave out announcements about emergency management training. He also mentioned a new program called Crisis Track that identifies municipality damage that could be helpful to the Town.

### **COUNCILMEMBER COMMENTS**

**Councilmember Todd McLendon (Seat 1)** explained that the process of choosing to renew the Town Manager's contract is not easy and that a lot of people could not put up with the way that the Town Manager is treated. He has his own issues with the contract but not with the Town Manager. The Council has a lot of forthcoming items, and recognizes how tough things can be.

**Councilmember Lisa El-Ramey (Seat 2)** looks forward to the workshops and would specifically like to discuss wildlife lighting as well as FEMA standards for agriculture. She also asked for the status of a public records request on accounting firms that were vetted before Projected Point Inc. She also cautioned that anything that happens on the dais is public records.

**Councilmember Paul T. Coleman II (Seat 4)** stated he is here to help the Town, he isn't a politician and that the Council just needs to keep pushing forward.

**Vice Mayor Marge Herzog (Seat 5)** asked if there was a way to cap salaries to prevent instances in the future where there is uneven distribution among staff. Town Attorney Kurtz explained that this could be done in the budget meetings. She also mentioned community events including a dental hygiene event at Palm Beach State College and a 20 year anniversary for joining of the Mayors.

**Mayor Anita Kane (Seat 3)** had the honor of representing the town at the ribbon cutting of Palm Beach State College. She also made an announcement about reading at an elementary school for the literacy coalition.

**ADJOURNMENT**

Councilmember McLendon/ Vice Mayor Herzog motioned to adjourn the meeting at 9:32 PM.

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

**ATTEST:**

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

\_\_\_\_\_  
Mayor Anita Kane, Seat 3

\_\_\_\_\_  
Vice Mayor Margaret Herzog, Seat 5

\_\_\_\_\_  
Councilmember Todd McLendon, Seat 1

\_\_\_\_\_  
Councilmember Lisa El-Ramey, Seat 2

\_\_\_\_\_  
Councilmember Paul Coleman II, Seat 4

2/27/25, 8:15 AM

Printable Report | Palm Beach County Sheriff's Office

# PALM BEACH COUNTY SHERIFFS OFFICE

## Incident Review Report

### Incident Details

Date Received 08/29/2024  
Entered By Sergeant [REDACTED]  
Date/Time of Occurrence 08/27/2024 15:00  
Date/Time Entered 08/29/2024 10:45

### Incident Location

Location of Occurrence IAR  
3220 Gun Club Road  
West Palm Beach, FL, 33415  
-80.09366, 26.67318

PBSO Case No (XX-XXXXXX)

Palm Beach County Sheriffs Office  
Assigned Investigator [Pending assignment]

IAPro Assigned Investigator Sergeant [REDACTED]

### Incident Summary

On August 29, 2024, the Palm Beach County Sheriff's Office (PBSO) Division of Internal Affairs (IA) received an inter-office memorandum (memo) from PBSO Captain (Capt.) [REDACTED] regarding PBSO Detective (Det.) [REDACTED]

The memo stated on August 28, 2024, Capt. [REDACTED] was contacted by Loxahatchee Groves Town Manager, Ms. Francine Ramaglia, who alleged Det. [REDACTED] made several code enforcement complaints and public records requests to the Town of Loxahatchee Groves using different aliases.

\* Cassy Suchi and Lori Richards. Ms. Ramaglia believed filing code enforcement complaints under different names could constitute a crime. Additionally, Ms.

\* Ramaglia, inferred that Det. [REDACTED] may have been submitting many of the requests during her work hours at PBSO, as the complaints were often sent during office hours. Ms. Ramaglia did not know Det. [REDACTED] exact work schedule but assumed Det. [REDACTED] worked normal day time hours.

The investigation revealed Det. [REDACTED] was a resident of the Town of

Loxahatchee Groves and was acting as a private citizen when she submitted code enforcement complaints and public records requests. Additionally, she holds an official title as a volunteer for the Town of Loxahatchee Groves. No evidence was found that Det. [REDACTED] violated Florida State Statute code enforcement complaints and public records requests.

At the conclusion of the investigation it was determined Det. [REDACTED] did not violate the Palm Beach County Sheriff's Office Rule and Regulation VII (13) Neglect of Duty: Loafing, Inattention to Duties/Procedures, Rule and Regulation IX (33) Misuse of Public Position, (54) Violation of Laws, Policies, or Rules & Regulations Relating to the Office of the Sheriff, or (16A) Off Duty Employment.

Refer to the attached memorandum for a full accounting of the investigation.

### Reporting/Involved Citizen

Francine Ramaglia

|               |                |               |                |
|---------------|----------------|---------------|----------------|
| Date of Birth | —              | Gender        | Female         |
| Race          | —              | Ethnicity     | —              |
| Role          | —              |               |                |
| Address       | [None Entered] | Phone Numbers | [None Entered] |
| Email         |                |               |                |

### Involved Officers

Detective

(Data at the time of incident)

|                          |                               |         |
|--------------------------|-------------------------------|---------|
| Assignment               | Detective                     |         |
| Video Footage            | No Video Available            |         |
| Role                     | —                             |         |
| Height                   | —                             |         |
| Weight                   | —                             |         |
| Additional Snapshot Data | Officer was off-duty          | Unknown |
|                          | Officer was employed off-duty | Unknown |



**Haugh, Vincent James**

**From:** Francine Ramaglia <FRamaglia@loxahatcheegrovesfl.gov>  
**Sent:** Wednesday, September 18, 2024 2:23 PM  
**To:** [REDACTED]  
**Cc:** Valerie Oakes; [REDACTED]  
**Subject:** Requested emails

**This Message Is From an External Sender (non-PBSO)**

Do not click links or open attachments unless you recognize the sender and know the content is safe.

[Report Suspicious](#)

Hello,

hope you enjoyed your time out of the office.

Below is a list of emails from one email address for Det [REDACTED] although the time stamp is not on all of them, they generally come during the work day. These are only the emails from this one address to me, not an all inclusive list of emails from her as she is in regular correspondence with many staff members as well as our council via email, calls and texts.

Please let me know if you need anything else.

**From Subject Received Size Categories**

ca Suchy Cease and desist Code complaints Wed 3:38 PM 117 KB  
 ca Suchy Re: Code complaints Tue 4:26 PM 163 KB  
 ca Suchy Unprofessional Games being played with public records request Mon 7:43 PM 637 KB  
 ca Suchy Re: Code complaints Wed 3:03 PM 112 KB  
 ca Suchy Re: Code complaints Wed 10:43 AM 94 KB  
 ca Suchy Blackbaud question Fri 8/23 56 KB  
 ca Suchy Proposal for Faac committee Fri 8/23 65 KB  
 ca Suchy Re: Code case Thu 8/22 61 KB  
 ca Suchy Code case Wed 8/21 55 KB  
 ca Suchy Additional info for presentation Supplemental information for Continuation of FAAC meeting Mon 8/19 3 MB  
 ca Suchy Closed??? Mon 8/19 340 KB  
 ca Suchy Re: FAAC meeting concerns and questions 8/15/2024 97 KB  
 ca Suchy Re: FAAC meeting concerns and questions 8/15/2024 116 KB  
 ca Suchy Re: FAAC meeting concerns and questions 8/15/2024 61 KB  
 ca Suchy FAAC meeting concerns and questions 8/15/2024 851 KB  
 ca Suchy Re: FAAC Meeting 08/14/24 8/13/2024 87 KB  
 ca Suchy Agenda documents Finance Advisory and Audit Committee Meeting 8/13/2024 104 KB  
 ca Suchy Re: Building height 8/12/2024 74 KB  
 ca Suchy Re: Citation issue for code 8/7/2024 60 KB  
 ca Suchy Public records fee question 8/7/2024 54 KB  
 ca Suchy Citation issue for code 8/7/2024 62 KB  
 ca Suchy Re: Code case with health and safety allowed to continue 8/6/2024 123 KB

ca Suchy Code case with health and safety allowed to continue 8/6/2024 481 KB  
 ca Suchy Closed case? 8/5/2024 327 KB  
 ca Suchy Re: Website Updates/Modifications 8/2/2024 701 KB  
 ca Suchy RPublic Record Request for emails 8/1/2024 110 KB  
 ca Suchy Re: Public Record Request for emails 8/1/2024 72 KB  
 ca Suchy Staff salary information 7/18/2024 405 KB  
 ca Suchy Code complaints 7/16/2024 51 KB  
 ca Suchy July 16 workshop agenda 7/12/2024 51 KB  
 ca Suchy Fwd: Health and safety Code complaint- 13710 Okeechobee blvd 7/11/2024 499 KB  
 ca Suchy Re: FDA requirement confusion. 7/10/2024 61 KB  
 ca Suchy FDA requirement confusion. 7/10/2024 63 KB  
 ca Suchy New employees 7/10/2024 52 KB  
 ca Suchy FDA requirement confusion. 7/10/2024 62 KB  
 ca Suchy Effect of court ruling on FEMA rules/ punishments 7/8/2024 66 KB  
 ca Suchy Volunteer suspension of fda code 7/8/2024 61 KB  
 ca Suchy Re: Agenda Item #6- not correctly applied 7/1/2024 335 KB  
 ca Suchy Re: Agenda Item #6- not correctly applied 7/1/2024 334 KB  
 ca Suchy Agenda Item #6- not correctly applied 7/1/2024 285 KB  
 ca Suchy Invoice information 7/1/2024 49 KB  
 ca Suchy Re: FAAC next meeting 7/1/2024 55 KB  
 ca Suchy FEMA floodplain 6/26/2024 59 KB  
 ca Suchy FAAC next meeting 6/26/2024 54 KB  
 ca Suchy Public comments at magistrate meetings 6/19/2024 51 KB  
 ca Suchy FDA participation 6/17/2024 50 KB  
 ca Suchy Public comments via email 6/17/2024 56 KB  
 ca Suchy Brd and corner 6/12/2024 1 MB  
 ca Suchy 161st trees 5/22/2024 559 KB  
 ca Suchy Maintaining private lands 5/22/2024 2 MB  
 ca Suchy Tree removal 161st 5/22/2024 53 KB  
 ca Suchy Sorry 4/24/2024 79 KB  
 ca Suchy Re: Process for agenda 4/24/2024 64 KB  
 ca Suchy Re: Reconsideration of adopted ordinance procedure. 4/24/2024 63 KB  
 ca Suchy Process for agenda 4/24/2024 69 KB  
 ca Suchy Missing meeting records 4/24/2024 1 MB  
 ca Suchy Fwd: Missing agendas and video 4/24/2024 315 KB  
 ca Suchy Re: Reconsideration of adopted ordinance procedure. 4/24/2024 58 KB  
 ca Suchy Reconsideration of adopted ordinance procedure. 4/23/2024 54 KB  
 ca Suchy Public records request 4/22/2024 51 KB  
 ca Suchy Following up as requestedCode complaint- 13710 Okeechobee blvd 4/21/2024 64 KB  
 ca Suchy Update on Code complaint 12948 Okeechobee blvd 4/21/2024 363 KB  
 ca Suchy Removing trees??? 4/16/2024 1 MB  
 ca Suchy Re: Pages removed 4/15/2024 57 KB  
 ca Suchy Pages removed 4/15/2024 242 KB  
 ca Suchy Code complaint 15389 southern blvd 4/5/2024 462 KB  
 ca Suchy Code violation 14563 Okeechobee Blvd 4/5/2024 297 KB  
 ca Suchy Code complaint 13095 Okeechobee Blvd 4/5/2024 57 KB  
 ca Suchy Code complaint 13859 Okeechobee Blvd 4/5/2024 58 KB  
 ca Suchy Code complaint 13961 Okeechobee Blvd 4/5/2024 56 KB  
 ca Suchy Code complaint- 13710 Okeechobee blvd 4/5/2024 65 KB  
 ca Suchy Re: Public records update 4/3/2024 78 KB  
 ca Suchy Re: Public records update 4/3/2024 84 KB  
 ca Suchy Public records update 4/3/2024 104 KB

ca Suchy Re: Update -Code complaint- 13710 Okeechobee blvd 4/2/2024 73 KB  
 ca Suchy Update -Code complaint- 13710 Okeechobee blvd 4/1/2024 85 KB  
 ca Suchy Code complaint 14563 Okeechobee 4/1/2024 294 KB  
 ca Suchy Re: Update on Code complaint 12948 Okeechobee blvd 3/25/2024 337 KB  
 ca Suchy Inclusion in Emails to resident about Endangered Species 3/19/2024 114 KB  
 ca Suchy Update on Code complaint 12948 Okeechobee blvd 3/14/2024 300 KB  
 ca Suchy Public records requests 3/1/2024 47 KB  
 ca Suchy Code complaint -signage 3/1/2024 52 KB  
 ca Suchy Campaign signs 3/1/2024 47 KB  
 ca Suchy Code complaint- illegal sign placement 2/27/2024 482 KB  
 ca Suchy Code complaint Illegal sign placement 2/27/2024 633 KB  
 ca Suchy Public records requests 2/6/2024 55 KB  
 ca Suchy Public records requests 2/6/2024 55 KB  
 ca Suchy 2nd request for Public records requests 2/5/2024 55 KB  
 ca Suchy Public records requests 1/26/2024 59 KB  
 ca Suchy State statute 1/24/2024 54 KB  
 ca Suchy Re: Town meeting 1-9-24 1/23/2024 65 KB  
 ca Suchy Town meeting 1-9-24 1/22/2024 53 KB  
 ca Suchy Meeting tomorrow 1/22/2024 53 KB  
 ca Suchy Agenda 1/5/2024 435 KB  
 ca Suchy Agenda 1/5/2024 53 KB  
 ca Suchy Meeting schedule 12/15/2023 413 KB  
 ca Suchy No garbage pick up 11/21/2023 55 KB  
 ca Suchy Missing agenda document on the website 11/20/2023 54 KB  
 ca Suchy Re: Easement issue with jim 11/16/2023 59 KB  
 ca Suchy Re: Additional Motor Patrol on Okee 11/8/2023 61 KB  
 ca Suchy Distegard Incomplete agenda 11/7/2023 442 KB  
 ca Suchy Incomplete agenda 11/7/2023 430 KB  
 ca Suchy Prescriptive easement issue 11/7/2023 54 KB  
 ca Suchy Easement issue with jim 11/6/2023 58 KB  
 ca Suchy Re: Agenda? 11/2/2023 59 KB  
 ca Suchy Agenda? 11/2/2023 55 KB  
 ca Suchy Prescriptive easement issue 10/31/2023 53 KB  
 ca Suchy Re: Response to Suchy Address Inquiry 10/23/2023 60 KB  
 ca Suchy Public records request 10/20/2023 56 KB  
 ca Suchy Re: Rv ordinsnce 10/19/2023 62 KB  
 ca Suchy Rv ordinsnce 10/19/2023 54 KB  
 ca Suchy Re: Prescriptive easement 10/19/2023 60 KB  
 ca Suchy Fwd: 10 23 23 Town Council Special Meeting Final Agenda 10/19/2023 60 KB  
 ca Suchy Prescriptive easement 10/19/2023 54 KB  
 ca Suchy Re: Send data from 192.168.1.202 10/16/2023 00:49 10/16/2023 5 MB  
 ca Suchy Prescriptive easement information 10/13/2023 2 MB  
 ca Suchy Re: Public records request 10/11/2023 64 KB  
 ca Suchy Re: Public records request 10/10/2023 58 KB  
 ca Suchy Re: Public records request 10/10/2023 62 KB  
 ca Suchy Public records request 10/10/2023 55 KB  
 ca Suchy Address applied incorrectly 10/5/2023 9 MB  
 ca Suchy Easement question 10/4/2023 54 KB

2023



## TOWN MANAGER PERFORMANCE ISSUES

### BREACH OF CONTRACT

#### ITEM II DUTIES & RESPONSIBILITIES

- FAILED TO FOLLOW COUNCIL ESTABLISHED POLICIES AND PROCEDURES

SLUGGETT CONTRACT

PROJECTED POINT CONTRACT

- FAILURE TO IMPLEMENT EFFECTIVE AND FUNCTIONAL CODE ENFORCEMENT

#### ITEM VII PERFORMANCE EVALUATION

PROVIDE ORGANIZATIONAL REVIEW ON OR BEFORE JULY 1

### ACTIONS TAKEN WITHOUT EVIDENCE OF COUNCIL DIRECTION

HIRING OF LOBBYING FIRM/NON BUDGETED SPENDING

CREATION OF TOWN STAFF POSITIONS/NON BUDGETED SPENDING

FOCUS ON SOUTHERN BOULEVARD CORRIDOR/NON BUDGETED SPENDING

CODE ENFORCEMENT CASE PRIORITIZATION

CANCELLATION OF TOWN COUNCIL MEETING APRIL 15, 2025

PRODUCTION OF NEW AGENDA FOR RECESSED MEETING/ADDED ITEMS

### INCORRECT IMPLEMENTATION OF COUNCIL DIRECTION

LETTER TO PROPERTY APPRAISER

FAILURE TO DELIVER AGENDAS AS AGREED/ON TIME

FAILURE TO HAVE REQUESTED AGENDA ITEMS AS AGREED

COMMITTEE MEETINGS SCHEDULED AND CONDUCTED WITHOUT COUNCIL  
REQUIRED 1 WEEK NOTICE TO THE PUBLIC

### ONGOING CONCERNS FROM THE PUBLIC

#### PUBLIC RECORDS

ADMINISTRATIVE CLOSURE OF REQUESTS

IGNORED REQUESTS

NO PUBLIC FEE SCHEDULE AVAILABLE

#### CODE ENFORCEMENT

FAILURE TO ACT ON COMPLAINTS BY PUBLIC

FAILURE TO ACT ON PUBLIC HEALTH & SAFETY

FAILURE TO ACT ON LONG STANDING OFFENDERS

#### PERMITTING/FDA'S

HIGH COSTS

LONG PROCESSING TIME

NO OR POOR FEEDBACK FROM TOWN ENGINEER

DIFFICULTY FINDING CONTRATORS WILLING TO WORK IN TOWN DUE TO  
ISSUES WITH PROCESSING OF PERMITS/PLANS ETC

#### INCREASING EXPENSES

#### STAFF QUALITY

**AGREEMENT AND GENERAL RELEASE**

This Agreement and General Release (hereinafter referred to as "Release") is entered into by the CITY OF DELRAY BEACH (hereinafter referred to as the "Employed") and FRANCINE L. RAMAGLIA (hereinafter referred to as the "Employee") on this 12<sup>th</sup> day of July, 2021.

WHEREAS, In consideration of the mutual promises and covenants contained herein, the parties agree to the following:

1. Employer hereby accepts Employee's resignation to be effective retroactively effective **January 4, 2017** ("Separation Date"), which the parties agree and acknowledge forms the basis of the consideration for this Release. The Employer agrees that, within three (3) days of the signing of this Agreement, Employer shall prepare a Memorandum for Employee's personnel file stating that that Employee resigned from her employment with the City of Delray Beach effective January 4, 2017.

2. Employer agrees to pay in lump sum to Employee an amount **\$48,545.90**, less appropriate payroll deductions. Payment shall not be made prior to the seven (7) day revocation period of this Release and no later than July 23, 2021. Employee further acknowledges that any and all payments shall be subject to appropriate payroll taxes and withholding required by law.

3. Employee hereby unconditionally and irrevocably releases and forever discharges Employer and all of its present and past City Commission Members, officials, officers, employees, agents, principals, relatives, representatives and attorneys ("Released Parties") of and from any and all claims and demands whatsoever, known or unknown, at law and in equity, in contract or in tort, and any statutory claim for relief of any nature, and agrees not to sue and not to assert against them any such claims or demands or any other causes of action in any court or before any agency or commission of a local, state and federal government, arising, alleged to have arisen, which may have been alleged to have arisen, or which may arise under any law whatsoever, and whether such claims are pursued in a personal or individual capacity, or in a representative or relator capacity, including but not limited to any federal, state or municipal anti-discrimination, anti-harassment or anti-

retaliation laws, and "whistleblower" laws such as the Equal Pay Act, the False Claims Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act, as amended, the Age Discrimination in Employment Act, the Family Medical Leave Act, EEOC, the Palm Beach County Equal Employment Ordinance, the Florida Civil Rights Act of 1992, Section 440.205, Florida Statutes, the National Labor Relations Act, OSHA, Section 112.3187 the Florida Whistleblower Act, the Bank Secrecy Act, Sarbanes-Oxley, the Families First Coronavirus Act, the Coronavirus Aid, Relief, and Economic Securities (CARES) Act, and the Patriot Act, that the Employee on behalf of herself and on behalf of persons similarly situated, ever had, now has, or which his heirs, executors, administrators, attorneys, or assigns, or any of them, hereafter can, shall or may have, for or by reason of any cause whatsoever, based on any set of facts known or unknown, occurring prior to, and including, the date of the execution of this Agreement.

4. Employee agrees that, as of the date of the Employee's signing of this Release, Employee has not filed any charge, complaint or lawsuit asserting any claim(s) referenced in Paragraph 4 of this Release. Employee agrees not to file any lawsuit at any time over any claims released in this Release and agrees to notify Employer immediately if she should do so before the effective date of this Release. Employee acknowledges her understanding that the law permits, and she is not foreclosed from filing an agency charge; however, should any such charge or action be filed by Employee or on her behalf involving matters covered by Release, Employee agrees to promptly inform the Employer that any individual claims she might otherwise have are now settled.

5. Employee agrees not to apply for employment with Employer in the future. The parties agree and further acknowledge that Employee is not waiving claims or rights arising after the final day of employment pursuant to this Release but that Employee has contractually agreed not to apply for employment with Employer in the future and this Release shall constitute a bar of any claim that employee may have should Employee apply for employment with Employer in the future and not be hired.



6. The parties understand that this Release is made to compromise any potential claim and to avoid expenses related to such potential claim. Employer denies any and all liability to Employee and nothing in this Release shall be construed as an admission of wrongdoing by Employer concerning Employee's employment or separation. This Agreement does not constitute an admission of a violation of any law, order, regulation, or enactment, or of wrongdoing of any kind by Employer or any of the Released Parties.

7. Employee agrees to waive her right to recover in any action which may be brought on his behalf by any person or entity, including, but not limited to, any governmental department or agency such as the US. Equal Employment Opportunity Commission, the Florida Commission on Human Relations, the Department of Justice or the U.S. Department of Labor.

8. Employee expressly acknowledges receipt of all salary, wages, commissions, overtime payments, liquidated damages and employee benefits to which she was and/or is entitled as a result of her employment with Employer and that no other compensation or any other money is owed to her. Additionally, she has disclosed all of her time to Employer to ensure that all wages were properly paid. Further, Employee expressly disavows any entitlement to any additional back pay, liquidated damages, and/or attorneys' fees.

9. From the effective date of this Agreement forward, Employee agrees that she will engage in no conduct which is either intended to, or could reasonably be expected to, adversely affect Employer. Employee further agrees that she will not take any action, legal or otherwise, directly or indirectly, which might disparage or defame Employer or employees of the City.

10. Employee agrees and acknowledges that she has returned all Employer's property in Employee's possession, custody or control to Employer as of the date this Release is executed or will return such property within three (3) days of the execution of this Release.

11. This is the entire Agreement, with respect to the terms of Employee's separation from employment, and no other terms and conditions are binding on the Employer or Employee with respect to same, unless expressly set forth in Agreement.



12. Any breach of any term, provision, or obligation of this Release by any party, shall entitle the other to seek enforcement of such term, provision or obligation in a court of law of competent jurisdiction, and shall entitle the prevailing party to an award of the reasonable attorney's fees and costs incurred in such proceeding. The Parties agree this Release will be interpreted under the laws of the State of Florida and the United States and venue shall lie in Palm Beach County, Florida.

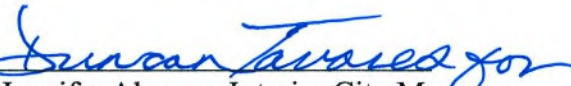
13. Should any provision of this Release be declared or be determined by any court of competent jurisdiction to be illegal, invalid, unethical or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said illegal, invalid, unethical or unenforceable term, or provision shall be deemed not to be part of this Release.

14. Employee specifically acknowledges that she voluntarily and knowingly entered into this Release. Further, the Employee acknowledges she has been given at least twenty-one (21) days within which to consider the Release and that she may voluntarily accept this Release at any time during that twenty-one (21) day period. Employee further acknowledges that she was advised that she has the right to and may consult with an attorney prior to executing the Final Release and acknowledges the opportunity to consult an attorney. Employee has seven (7) days following the execution of this Release to revoke the Release and the Release will not become effective or enforceable until after this seven (7) day period has expired. To revoke the Release, the Employee must advise the Employer in writing of the election to revoke it within the seven (7) day period; such written notice must be addressed and delivered to: **Lynn Gelin, City Attorney, 200 N.W. 1st Avenue, Delray Beach, FL 33444**. To be effective the revocation must be received by 5:00 p.m. on the seventh calendar day following the date of Employee 's execution of the Release.

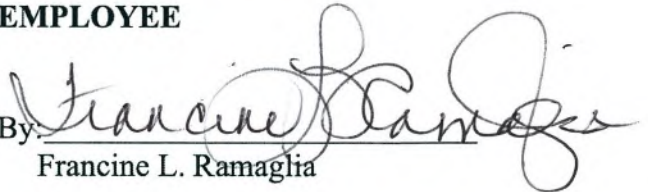
15. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed on the  
day and year first above written.

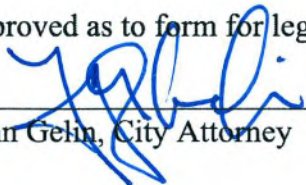
**FOR THE CITY OF DELRAY BEACH**

By:   
Jennifer Alvarez, Interim City Manager

**EMPLOYEE**

By:   
Francine L. Ramaglia

Approved as to form for legal sufficiency:

  
Lynn Gehm, City Attorney

# Performance Evaluation

**Employee:** FRANCINE RAMAGLIA

**Employee Number:** 437248

**Hire Date:** 5/5/2014

**Effective Date:** 5/5/2016

**Score:** 4.33

**Department:** CITY MANAGER

**Review Type:** 12 MONTH/ MONEY DUE

**Job Title:** ASST CITY MGR SUPPORT SERVICES

**Supervisor:** DONALD COOPER

**Supervisor Comments:** Ms. Ramaglia shows continued commitment to the organization and its employees. Needs to focus on deliverables and ensuring that deadlines are met. Continues to play a vital role in meeting with the various groups representing the City of Delray Beach. Needs to provide timely reports on those activities. needs to ensure that the department heads address the various personnel issues within their departments.

**Employee Comments:** It has been a challenging and productive year in which much progress has been made. Hoping to create strategic environment for coming year in which we set more realistic timelines, identify necessary resources, and report progress/roadblocks timely.

|                                      | Description                                                       | Score     | Comments                                                                                            |
|--------------------------------------|-------------------------------------------------------------------|-----------|-----------------------------------------------------------------------------------------------------|
| <b>Job Knowledge</b>                 |                                                                   | <b>18</b> |                                                                                                     |
|                                      | Displays required job knowledge and skills                        | 5         | very knowledgeable                                                                                  |
|                                      | Demonstrates ability to use tools related to the work             | 4         | Has the ability to use tools necessary but has not completed tasks assigned due to workload volume. |
|                                      | Demonstrates willingness to improve knowledge in related areas    | 4         | has always shown desire to improve skills                                                           |
|                                      | Displays understanding of how work relates to work of others      | 5         |                                                                                                     |
| <b>Dependability and Reliability</b> |                                                                   | <b>14</b> |                                                                                                     |
|                                      | Present and ready to work at the beginning of the scheduled shift | 5         |                                                                                                     |
|                                      | Uses proper leave request procedures                              | 5         |                                                                                                     |
|                                      | Completes assignments on time                                     | 4         | Projects are still outstanding but progress being made                                              |
| <b>Ethics and Compliance</b>         |                                                                   | <b>15</b> |                                                                                                     |
|                                      | Adheres to Palm Beach County Code of Ethics                       | 5         |                                                                                                     |
|                                      | Complies with City and Departmental policies                      | 5         |                                                                                                     |
|                                      | Follow safe work practices                                        | 5         |                                                                                                     |

|                                        | Description                                                                                | Score     | Comments                                                                                                                  |
|----------------------------------------|--------------------------------------------------------------------------------------------|-----------|---------------------------------------------------------------------------------------------------------------------------|
| <b>Accountability</b>                  |                                                                                            | <b>8</b>  |                                                                                                                           |
|                                        | Takes responsibility for actions and decisions                                             | 4         | owns actions but doesn't force issues to completion due to desire to avoid controversy                                    |
|                                        | Responds well to feedback and constructive criticism                                       | 4         | Needs to follow through to completion.                                                                                    |
| <b>Adaptability and Initiative</b>     |                                                                                            | <b>23</b> |                                                                                                                           |
|                                        | Demonstrates openness to change and new ideas                                              | 5         | very open to new ideas                                                                                                    |
|                                        | Ability to handle pressure and adjust plans to meet changing needs                         | 4         | adjusts well needs to meet deadlines                                                                                      |
|                                        | Maintains positive outlook and handles negative situations productively                    | 5         |                                                                                                                           |
|                                        | Demonstrates self-starting ability, resourcefulness and creativity                         | 5         |                                                                                                                           |
|                                        | Solves problems independently; knows when to seek assistance                               | 4         |                                                                                                                           |
| <b>Customer Service</b>                |                                                                                            | <b>15</b> |                                                                                                                           |
|                                        | Treats internal and external customers in a courteous manner                               | 5         |                                                                                                                           |
|                                        | Maintains positive working relationship with a diversity of people                         | 5         |                                                                                                                           |
|                                        | Promotes goodwill toward City of Delray Beach                                              | 5         |                                                                                                                           |
| <b>Quality of work</b>                 |                                                                                            | <b>9</b>  |                                                                                                                           |
|                                        | Demonstrates commitment to quality work                                                    | 5         | work product is excellent                                                                                                 |
|                                        | Work product shows attention to detail in line with job requirements                       | 4         | again needs to meet deadlines works hard to maintain consensus which reduces productivity                                 |
| <b>Quantity of Work / Productivity</b> |                                                                                            | <b>11</b> |                                                                                                                           |
|                                        | Produces acceptable quantity of work                                                       | 4         | work quality is good but needs to deliver work product in finished form                                                   |
|                                        | Meets commitments and deadlines                                                            | 3         | Has been dealing with multiple parties who have failed to meet deadlines which has impacted ability to meet requirements. |
|                                        | Demonstrates good stewardship of time and materials                                        | 4         | deal with numerous outside parties which impact use of time                                                               |
| <b>Interpersonal / Communication</b>   |                                                                                            | <b>20</b> |                                                                                                                           |
|                                        | Accepts/responds to supervisor's instructions                                              | 5         | always responsive.                                                                                                        |
|                                        | Telephone and radio communication is clear and professional                                | 5         |                                                                                                                           |
|                                        | Face to face interactions with customers are positive and professional                     | 5         |                                                                                                                           |
|                                        | Written communications is clear, concise and professional                                  | 5         |                                                                                                                           |
| <b>Job Performance Factors</b>         |                                                                                            | <b>48</b> |                                                                                                                           |
|                                        | Communicates effectively with employees                                                    | 4         | Ms. Ramaglia communicates effectively with subordinates and peers                                                         |
|                                        | Delegates effectively                                                                      | 4         | needs to be less accommodating with outside parties                                                                       |
|                                        | Ensures appropriate training and instruction are provided to develop the talent and skills | 5         | Very pro training for subordinates                                                                                        |

|                                                                                     | Description                                                                                                                                                 | Score | Comments                                                                                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                     | Fairly and accurately evaluates employees performance by showing continued documentation and communication with employees                                   | 5     |                                                                                                                                                                                                                                                                    |
|                                                                                     | Fosters positive attitudes and work environment; leads by example                                                                                           | 4     | always positive                                                                                                                                                                                                                                                    |
|                                                                                     | Organizes, plans, and carries through all task to completion, successfully utilizing personnel and materials                                                | 4     | meets all requirements except in bringing the task to conclusion all herself to be delayed or sidetrack in an effort to have consensus to her detriment.                                                                                                           |
|                                                                                     | Shows continued results of meeting deadlines                                                                                                                | 3     | needs to focus on deadlines and completing projects. Although difficult in the Delray enviroment still needs to be a focus.                                                                                                                                        |
|                                                                                     | Continually shows results by being able to prioritize and multi task                                                                                        | 3     | Again need to brings projects to conclusion.                                                                                                                                                                                                                       |
|                                                                                     | Staff Management: sets standards, encourages efficient/productive performance, takes corrective action in a timely fashion                                  | 4     | Has not addressed or required staffing issues to be addressed in Planning and building inspection                                                                                                                                                                  |
|                                                                                     | Conflict Management: resolution of conflicts under purview through appropriate and timely intervention                                                      | 3     | Has not resolved and number of personnel issues within and without departments.                                                                                                                                                                                    |
|                                                                                     | Human Resource Management: completes employee evaluations effectively and timely, counsels, coaches, and trains employees toward ahieving development goals | 4     | Needs to mentor department head under supervisor to priotize issues and deliverables and to address personnel issues.                                                                                                                                              |
|                                                                                     | Financial Reponsibilities: effectively manages resources, supplies, and Overtime                                                                            | 5     |                                                                                                                                                                                                                                                                    |
| Supervisor Priority Assignments ( Directives given with a desired tangible result ) |                                                                                                                                                             | 18    |                                                                                                                                                                                                                                                                    |
|                                                                                     | Completion of special events regulations, procedures and ordinance                                                                                          | 4     | Policy and ordinances have been adopted office of special events needs to established procedures refined and modified as needed.                                                                                                                                   |
|                                                                                     | Supervising ERP, VOIP and other IT improvements                                                                                                             | 4     | Process not yet completed results uncertain at this point.                                                                                                                                                                                                         |
|                                                                                     | Human Resources- benefit and pay evaluation                                                                                                                 | 4     | Evaluation of benefits and pay and classification underway but not yet completed out come unknown at this time.                                                                                                                                                    |
|                                                                                     | Human Resources -culture change                                                                                                                             | 3     | Process not complete, training program not outlined for mid-management personnel needed to be created.                                                                                                                                                             |
|                                                                                     | Planning and Zoning-business improvements- process improvements                                                                                             | 3     | The has been improvement in the backlog in building department and in planning although additional improvement is needed in planning that will occur through regulatory change and process change where improvement are needed but overall situation has improved. |

| Signed By         | Job Title                      | Date                 |
|-------------------|--------------------------------|----------------------|
| DONALD COOPER     | CITY MANAGER                   | 5/3/2016 2:48:07 PM  |
| FRANCINE RAMAGLIA | ASST CITY MGR SUPPORT SERVICES | 11/2/2016 4:19:59 PM |





# Employee Change Notice

|                        |                                |                |    |                        |    |                |    |
|------------------------|--------------------------------|----------------|----|------------------------|----|----------------|----|
| <b>Employee Number</b> |                                | 437248         |    | <b>Effective Date:</b> |    | 5/5/2016       |    |
| <b>Employee:</b>       |                                | RAMAGLIA       |    | FRANCINE               |    |                |    |
|                        |                                | (Last)         |    | (First)                |    | (Mi)           |    |
| <b>CURRENT</b>         |                                |                |    | <b>NEW</b>             |    |                |    |
| <b>Fund:</b>           | 001                            | (#             | )  |                        | (# | )              |    |
| <hr/>                  |                                | <hr/>          |    | <hr/>                  |    | <hr/>          |    |
| <b>Department:</b>     | CITY MANAGER                   | (#             | )  |                        | (# | )              |    |
| <hr/>                  |                                | <hr/>          |    | <hr/>                  |    | <hr/>          |    |
| <b>Division:</b>       | 11                             | (#             | )  |                        | (# | )              |    |
| <hr/>                  |                                | <hr/>          |    | <hr/>                  |    | <hr/>          |    |
| <b>Position/Title:</b> | ASST CITY MGR SUPPORT SERVICES | (#             | )  |                        | (# | )              |    |
| <hr/>                  |                                | <hr/>          |    | <hr/>                  |    | <hr/>          |    |
| <b>Grade:</b>          | 020                            | <b>Status:</b> | PT | <b>Grade:</b>          |    | <b>Status:</b> | PT |
| <hr/>                  |                                | <hr/>          |    | <hr/>                  |    | <hr/>          |    |
|                        |                                | 66.66          |    |                        |    | 69.55          |    |
| <hr/>                  |                                | <hr/>          |    | <hr/>                  |    | <hr/>          |    |
| <b>Hourly Rate</b>     |                                |                |    | <b>Hourly Rate</b>     |    |                |    |

|                            |                          |                             |                                     |                        |  |                                                                                      |
|----------------------------|--------------------------|-----------------------------|-------------------------------------|------------------------|--|--------------------------------------------------------------------------------------|
| <b>Reason for Action:</b>  |                          |                             |                                     | <b>% of Increase</b>   |  | <div><b>Other:</b> <input type="checkbox"/><br/><br/>% of _____<br/><br/>_____</div> |
|                            | <input type="checkbox"/> | <b>Performance Increase</b> | <input checked="" type="checkbox"/> | 4.33                   |  |                                                                                      |
| <b>Reclasification</b>     | <input type="checkbox"/> | <b>Promotion</b>            | <input type="checkbox"/>            | <hr/>                  |  |                                                                                      |
| <b>Reallocation</b>        | <input type="checkbox"/> | <b>Transfer</b>             | <input type="checkbox"/>            | <b>Lump Sum Amount</b> |  |                                                                                      |
| <b>Incentive</b>           | <input type="checkbox"/> | <b>Bonus</b>                | <input type="checkbox"/>            | \$ _____               |  |                                                                                      |
| <b>Head of Department:</b> |                          |                             |                                     | <b>Date Processed:</b> |  | <b>By:</b>                                                                           |
| <hr/>                      |                          |                             |                                     | <hr/>                  |  | <hr/>                                                                                |
| <b>Human Resources:</b>    |                          |                             |                                     | <b>Date Processed:</b> |  | <b>By:</b>                                                                           |
| <hr/>                      |                          |                             |                                     | <hr/>                  |  | <hr/>                                                                                |
| <b>Payroll:</b>            |                          |                             |                                     | <b>Date Processed:</b> |  | <b>By:</b>                                                                           |
| <hr/>                      |                          |                             |                                     | <hr/>                  |  | <hr/>                                                                                |



**TOWN OF LOXAHATCHEE GROVES  
TOWN COUNCIL REGULAR MEETING MINUTES  
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470  
Tuesday, October 7, 2025**

**TOWN COUNCIL AGENDA ITEMS**

**CALL TO ORDER**

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

**PLEDGE ALLEGIANCE AND MOMENT OF SILENCE**

Mayor Kane led the pledge of allegiance and moment of silence.

**ROLL CALL**

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Paul Coleman, Councilmember Lisa El-Ramey, Councilmember Todd McLendon, Town Manager Francine Ramaglia, Town Attorney Jeff Kurtz, Public Works Director Richard Gallant, and Town Clerk Valerie Oakes.

**ADDITIONS, DELETIONS, AND MODIFICATIONS**

The presentation by Kim Lancaster was pulled to the November Town Council meeting. The presentation will be replaced by Darla Sauers from PBSO. There was also a trails PSA from Seminole Ride students that was added as first to the agenda. Item No. 5 was pulled off the agenda by Staff. Councilmember Lisa El-Ramey pulled Item No. 2 & 6 from the consent agenda.

**MOTION: COUNCILMEMBER HERZOG/COUNCILMEMBER COLEMAN MOVED TO APPROVE THE AGENDA WITH MODIFICATIONS. THE MOTION PASSES (5-0).**

**MOTION: COUNCILMEMBER EL-RAMEY/ COUNCILMEMBER COLEMAN MOVED TO APPROVE THE CONSENT AGENDA PULLING ITEM NO. 2 AND ITEM NO. 6 FROM THE CONSENT AGENDA AND DISCUSSING THEM AFTER ITEM NO. 8. MOTION PASSED (5-0).**

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

There was a comment from Virginia Standish.

### **PRESENTATIONS**

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

There was no presentation by Kim Lancaster.

Instead, there was a presentation by Seminole Ridge High School student Tasmin Lee who completed an equestrian safety PSA for the Town.

The PSA was then followed by a presentation by Darla Sauers from PBSO. Sauers discussed traffic patterns and the Red Speed program with the Town Council.

### **CONSENT AGENDA**

2. Consideration of Approval on **Resolution No. 2025-76**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, DIRECTING THE TOWN STAFF TO NEGOTIATE CONTINUING CONTRACTS WITH THOSE FIRMS SELECTED BY THE EVALUATION COMMITTEE REVIEWING THE REQUEST FOR QUALIFICATIONS FOR GENERAL PLANNING, DEVELOPMENT ENGINEERING AND BUILDING SERVICES FOR PRESENTATION AND APPROVAL TO THE TOWN COUNCIL AT A FUTURE COUNCIL MEETING; 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.

*Item No. 2 was discussed after Item No. 8*

Town Clerk Oakes read resolution No.2025-76 into the record.

There was a public comment from Lisa Tropepe of Engenuity Group.

**MOTION: COUNCILMEMBER MCLENDON/ COUNCILMEMBER EL-RAMEY MOVED TO APPROVE RESOLUTION 2025-76 REMOVING 2 AND 7 OF THE RESOLUTION.**

**MOTION AMENDMENT: COUNCILMEMBER MCLENDON REINSTATED HIS MOTION TO REMOVE 2 AND 6 OF THE RESOLUTION. COUNCILMEMBER EL-RAMEY SECONDED THE MOTION. MOTION PASSES (3-2). MAYOR KANE AND VICE MAYOR HERZOG DISSENTING.**

3. Consideration of Approval on **Resolution No. 2025-77**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE PAYMENT OF INVOICES RECEIVED FROM TORCIVIA, DONLON, GODDEAU & RUBIN, P.A. FOR LEGAL SERVICES RENDERED DURING THE MONTH OF AUGUST 2025; AND PROVIDING AN EFFECTIVE DATE.
4. Consideration of Approval on **Resolution No. 2025-78**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING AN AGREEMENT WITH RONALD L. BOOK, P.A., AND THE PITTMAN LAW GROUP FOR LOBBYING SERVICES; AND PROVIDING AN EFFECTIVE DATE.
5. Consideration of Approval on **Resolution No. 2025-79**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, DESIGNATING THE ACTING TOWN MANAGER AS CONTEMPLATED IN SECTION 4(3)(C) OF THE TOWN CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE.
6. Consideration of Approval on **Resolution No. 2025-80**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A PIGGYBACK AGREEMENT UNDER THE CITY OF FORT LAUDERDALE CONTRACT WITH ADVANCED ATA SOLUTIONS, INC. FOR DOCUMENT AND MEDIA SCANNING, INDEXING, IMAGING, AND MEDIA CONVERSION SERVICES; AUTHORIZING EXECUTION OF THE AGREEMENT, INCLUDING LICENSING AND IMPLEMENTATION OF THE LASERFICHE® CLOUD SOLUTION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

*Item No.6 was discussed after Item No.2*

**MOTION: COUNCILMEMBER COLEMAN/ COUNCILMEMBER EL-RAMEY MOVED TO APPROVE RESOLUTION NO. 2025-80 AS A BEST INTEREST CONTRACT FOR TWO YEARS FROM THE DATE. MOTION PASSED (5-0).**

### **PUBLIC HEARING**

7. Consideration of Approval on **Ordinance No. 2025-10** on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ARTICLE 87 “NATIVE TREE PRESERVATION AND INVASIVE EXOTIC REMOVAL” OF PART III “SUPPLEMENTAL REGULATIONS” OF THE TOWN OF LOXAHATCHEE GROVES UNIFIED LAND DEVELOPMENT CODE (ULDC) BY ENACTING SECTION 87-065 “TREE MITIGATION TRUST FUND” TO PROVIDE THE PURPOSES FOR WHICH THE TREE MITIGATION TRUST FUND CAN BE ALLOCATED AND EXPENDED; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Community Standards Director Gardner – Young presented Item No.7.

**MOTION: COUNCILMEMBER MCLENDON/ VICE MAYOR HERZOG MOVED TO APPROVE ORDINANCE NO. 2025-10 ADDING ON TO NO. 13 THAT THE TREE GIVEAWAY IS TO LANDOWNERS IN LOXAHATCHEE GROVES. MOTION PASSES (5-0).**

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

Item No. 8 was continued to the November 4<sup>th</sup>, 2025, meeting.

**MOTION: COUNCILMEMBER MCLENDON/ COUNCILMEMBER COLEMAN MOVED TO CONTINUE ITEM NO. 8 AT THE NOVEMBER 4TH MEETING. MOTION PASSED (5-0).**

### **REGULAR AGENDA**

9. Approval of Local Bill regarding Fireworks Legislation

Town Attorney Kurtz presented Item No. 9 to the Town Council.

**MOTION: COUNCILMEMBER MCLENDON/COUNCILMEMBER COLEMAN MOVED TO RECEIVE AND FILE A DOCUMENT FROM A LAWSUIT BY WEISS SEROTA. MOTION PASSES (5-0). (*Exhibit 1*)**

Sam Peltier of the Pittman Law Group joined via zoom to provide some clarification over the local bill.

**MOTION: COUNCILMEMBER MCLENDON/ COUNCILMEMBER COLEMAN MOVED TO APPROVE THE ACT AS DRAFTED AND TO MOVE FORWARD AND FILE THE LOCAL BILL WITH THE LOCAL DELEGATION OFFICE.**

10. Report on Opioid Settlement from Town Attorney Kurtz

Town Attorney Kurtz presented Item No. 10.

**MOTION: COUNCILMEMBER COLEMAN/ VICE MAYOR HERZOG MOVED TO APPROVE TOWN ATTORNEY KURTZ CURRENT PROGRESS ON SETTLEMENTS FROM THE TOWN.**

11. Review of CivicPlus Master Agreement, Sub-Contracts, and Related Services

Item No.11 was presented by Town Attorney Kurtz and Town Clerk Oakes.

**MOTION: COUNCILMEMBER COLEMAN/ COUNCILMEMBER MCLENDON MOVED TO APPROVE RESOLUTION 2025-81. MOTION PASSES (4-1). COUNCILMEMBER EL-RAMEY DISSENTING.**

**DISCUSSION**

12. Discussion on Town Council Rules of Procedures on Public Comments

**Consensus:** Town Council discussed procedural inquiries regarding public comments that come through the Town Clerks office. Council consensus was to move all community concerns and discussion periods to the Town Council workshop meetings. Regular meetings will not have a community discussion but rather will have the allotted three minutes of time for public comments on agenda items.

Public comment received from Cassie Suchy.

13. Discussion on Town Council Workshop Meetings Protocol

**Consensus:** There will be limited staff at the meeting, they will be there only for technical purposes. Town Council will sit around the table in the room. The meeting will be livestreamed and interactive. There will be no minutes, the meetings will have action items from council that can be referred to as minutes.

14. Discussion on Update regarding the Palm Beach County Sheriff's Office Contract

Town Attorney Kurtz presented Item No.14 and gave updates regarding Palm Beach County Sheriff's office contract.

**TOWN STAFF COMMENTS**

**Town Manager Francine L. Ramaglia** had no report.

**Town Attorney Jeffrey S. Kurtz, Esq.** brought light to a current issue with a previous ordinance regarding checks where the current ordinance in place only requires one signature from Councilmembers. Whereas best practice is to require two signatures. Attorney Kurtz agreed to provide an ordinance in a later meeting to solidify this practice and reject the old ordinance.

**Town Clerk Valerie Oakes** announced the Veterans Day event/ parade that will be held at Loxahatchee Groves Park on November 8<sup>th</sup>. The Founders will also be recognized at the parade. Town Clerk Oakes also announced that election qualifying period will begin November 12<sup>th</sup> till November 18<sup>th</sup> during regular business hours. There are two seats that are open and more



information is on the Towns website.

**Community Standards Director Caryn Gardner-Young** had no report.

**Public Works Director Richard Gallant** announced the start of the Red speed program will begin enforcement October 8<sup>th</sup>. More information regarding the speed limit can be found on the website.

### **TOWN COUNCIL COMMENTS**

**Councilmember Todd McLendon (Seat 1)** introduced the idea of large bins for recycling within the Town.

**Councilmember Lisa El-Ramey (Seat 2)** brought attention to calls received about 161st Terr N and asked for an update regarding the project. Councilmember El-Ramey also mentioned a previous Charter Review Committee meeting where supermajority within the charter was discussed. She noted that in future Town Council meetings she would like to limit presentations during budget meetings.

**Councilmember Paul T. Coleman II (Seat 4)** echoed concerns about 161<sup>st</sup> Terr N as well.

**Vice Mayor Marge Herzog (Seat 5)** expressed concern over easements that are pending signature. She also stated that she is glad to see the trails committees progress in past meetings.

**Mayor Anita Kane (Seat 3)** echoed similar concerns as Councilmember El-Ramey and Coleman over 161<sup>st</sup> Terr N.

### **ADJOURNMENT**

Councilmember McLendon/ Vice Mayor Herzog motioned to adjourn the meeting at 9:20 PM.

### **TOWN OF LOXAHATCHEE GROVES, FLORIDA**

#### **ATTEST:**

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

\_\_\_\_\_  
Mayor Anita Kane, Seat 3

\_\_\_\_\_  
Vice Mayor Margaret Herzog, Seat 5

\_\_\_\_\_  
Councilmember Todd McLendon, Seat 1

\_\_\_\_\_  
Councilmember Lisa El-Ramey, Seat 2

\_\_\_\_\_  
Councilmember Paul Coleman II, Seat 4

IN THE CIRCUIT COURT OF THE  
SECOND JUDICIAL CIRCUIT IN AND  
FOR LEON COUNTY, FLORIDA

CASE NO.

City of Destin, Florida;  
City of Lake Alfred, Florida;  
Town of Windermere, Florida;  
City of Delray Beach, Florida;  
City of Deltona, Florida;  
City of Weston, Florida;  
City of Alachua, Florida;  
City of Stuart, Florida;  
Orange County, Florida;  
Manatee County, Florida;  
Town of Mulberry, Florida;  
City of Naples, Florida;  
Miami Shores Village, Florida;  
Town of Lake Park, Florida;  
City of Fort Lauderdale, Florida;  
Town of Jupiter, Florida;  
City of Edgewater, Florida;  
City of Pompano Beach, Florida;  
Town of Dundee, Florida;  
Town of Cutler Bay, Florida;  
Village of North Palm Beach, Florida;  
Village of Pinecrest, Florida;  
City of Margate, Florida;  
Town of Palm Beach, Florida; and  
City of Homestead, Florida,

Plaintiffs,

v.

HONORABLE J. ALEX KELLY,  
Secretary of Commerce, State of Florida;  
HONORABLE KEVIN GUTHRIE,  
Executive Director for the Florida Division of  
Emergency Management;  
HONORABLE WILTON SIMPSON,  
Commissioner of Agriculture, State of Florida;  
HONORABLE JIM ZINGALE,  
Executive Director, Department of Revenue, State  
of Florida;  
HONORABLE BLAISE INGOGLIA,  
Chief Financial Officer, State of Florida;

Defendants.

\_\_\_\_\_ /

### **JURISDICTION AND VENUE**

1. The Court has jurisdiction over this action for declaratory relief. *See* § 86.011, Fla. Stat.; *Martinez v. Scanlan*, 582 So. 2d 1167, 1170 (Fla. 1991).
2. Venue is proper in Leon County, which is the official residence of both Defendants.

### **THE PARTIES**

3. The Local Governments are all municipalities or counties existing under the laws of the State of Florida, and consist of:
  - a. The City of Destin, Florida, is a Florida municipality located in Okaloosa County, Florida;
  - b. The City of Lake Alfred, Florida, is a Florida municipality located in Polk County, Florida;
  - c. The Town of Windermere, Florida, is a Florida municipality located in Orange County, Florida;
  - d. The City of Delray Beach, Florida, is a Florida municipality located in Palm Beach County, Florida;
  - e. The City of Deltona, Florida, is a Florida municipality located in Volusia County, Florida;
  - f. The City of Weston, Florida, is a Florida municipality located in Broward County, Florida;
  - g. The City of Alachua, Florida, is a Florida municipality located in Alachua County, Florida;
  - h. The City of Stuart, Florida, is a Florida municipality located in Martin County, Florida;
  - i. Orange County, Florida, is a Florida charter County;
  - j. Manatee County, Florida is Florida non-charter County;
  - k. The Town of Mulberry, Florida, is a Florida municipality located in Polk County, Florida;

4. As more fully set forth below, each of the Local Governments is subject to and must comply with the provisions of Chapters 163, Florida Statutes, and will be adversely affected by SB 180 because SB 180:

- a. requires each of the Local Governments to take certain actions;
- b. prohibits each of the Local Governments from taking certain actions;
- c. will result in substantial financial damage since each of the Local Governments will be required to expend a material amount of funds (or to take actions requiring the expenditure of a material amount of funds) and reduces the authority and ability of each of the Local Governments to raise revenues.

5. The Honorable J. Alex Kelly is the Secretary of Commerce of the State of Florida and is sued in his official capacity. Florida's Department of Commerce ("Florida Commerce") is administering and enforcing SB 180 or portions thereof, and has rejected some proposed comprehensive plan amendments and/or land use regulations from Local Governments (and other unnamed counties and municipalities) because it concluded that the proposed changes violate Section 28 of SB 180.

6. The Honorable Kevin Guthrie is the Executive Director for the Florida Division of Emergency Management (FDEM) and is sued in his official capacity. FDEM is responsible for planning for and responding to natural disasters (including hurricanes) and is Florida's liaison to federal and local agencies on emergencies of all kinds. FDEM is responsible for administering, enforcing, and overseeing SB 180 or portions thereof.

7. The Honorable Wilton Simpson is the Commissioner of Agriculture of the State of Florida and is sued in his official capacity. Florida's Department of Agriculture and Consumer Services is administering and enforcing SB180 or portions thereof, including Section 1 regarding landlord/tenant subjects, a field over which, generally, Florida's Department of Agriculture and Consumer Services oversees.



14. The final version of SB 180 is titled “Emergencies” on the Florida Senate website. Similar to its first version, the bill’s title constitutes a long list (now seven-and-a-half-pages) purporting to summarize each of the bill’s provisions, beginning with, “[a]n act related to emergencies.”

15. SB 180 was signed into law by the Governor on June 26, 2025, and in relevant part, became effective immediately. SB 180 can be found in Chapter 2025-190, Laws of Florida.

**B. The Substance of SB 180**

16. SB 180, through statutory and non-statutory provisions, imposes new obligations on the Local Governments under the auspice of being related to emergencies, even though such provisions far exceed, and do not apply only to, emergencies and their aftermath. SB 180 also imposes new obligations on and limits the independent action of municipalities and counties across the entire State of Florida, including each of the Local Governments.

17. Specifically, Section 1 of SB 180 amends Section 83.63, Florida Statutes, to ensure that tenants are provided an opportunity to recover belongings from a premises rendered unusable by casualty. While a property casualty could be caused by an emergency, property casualties are also frequently caused by other non-emergencies. Thus, the scope of this addition is not limited to emergencies.

18. Section 2 creates Section 163.31795, Florida Statutes, which affects participation in the National Flood Insurance Program by providing that a local government cannot adopt a cumulative substantial improvement period for purposes of determining whether compliance with flood elevation requirements is required. This Section is not intrinsically triggered by emergency events but rather is a prohibition on certain requirements that buildings be improved with flood resistant development after being damaged or improved (regardless of whether the damage is the

will perform key roles in state and local post-disaster response and recovery efforts, by adding new requirements:

- a. minimum number of training hours that must be satisfied by county or municipal administrators or managers, emergency management directors, and public works directors or other officials responsible for construction and maintenance of public infrastructure;
- b. The new training requirement must now be completed biannually.

In this manner, Section 7 requires each of the Local Governments to expend public funds.

22. Section 16 creates Section 252.381, Florida Statutes, which imposes numerous new pre- and post-storm event recovery requirements, all of which require significant initial expenditures and impose continuing expenditure obligations on counties and municipalities, including the Local Governments. To wit, Section 16 requires all counties and municipalities to:

- a. post on their websites frequently asked questions about natural emergency preparedness, supply and emergency shelter lists, information regarding flood zones, and other preparedness related items; and
- b. create and implement a “poststorm permitting plan,” which must:
  - (i) Provide for sufficient personnel to expedite post-disaster inspections, permitting, and enforcement, even if it must be accomplished by mutual aid agreements and private sector contracting;
  - (ii) Create and operate training programs and protocols to implement expedited inspection, permitting, and enforcement programs;
  - (iii) Establish multiple or alternative building permit service locations to implement the plan in-person;
  - (iv) Operate permitting offices for at least 40 hours per week during post-storm recovery; and
  - (v) Prepare and publish post-storm event recovery permitting guides.

In this manner, Section 16 requires each of the Local Governments to expend public funds.



25. Section 24 amends Section 403.7071, Florida Statutes, to mandate that all counties and municipalities apply for and maintain an approved debris management site, which creates initial and ongoing expenditure obligations in order to operate and maintain. In this manner, Section 24 requires each of the Local Governments to expend public funds.

26. Section 28 neither creates nor amends any section of Florida Statutes. It states:

Each county listed in the Federal Disaster Declaration for Hurricane Debby (DR-4806), Hurricane Helene (DR-4828), or Hurricane Milton (DR-4834), and each municipality within one of those counties, may not propose or adopt any moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricanes; propose or adopt more restrictive or burdensome amendments to its comprehensive plan or land development regulations; or propose or adopt more restrictive or burdensome procedures concerning review, approval, or issuance of a siteplan, development permit, or development order, to the extent that those terms are defined by s. 163.3164, Florida Statutes, before October 1, 2027, and any such moratorium or restrictive or burdensome comprehensive plan amendment, land development regulation, or procedure shall be null and void *ab initio*. This subsection applies retroactively to August 1, 2024.

27. As the text makes clear, Section 28 not only applies retroactively, but purports to declare “null and void *ab initio*” any prohibited actions taken back to August 1, 2024.

28. And although Section 28 forbids amendments to comprehensive plans or land development regulations, or the adoption of procedures that are “more restrictive or burdensome,” SB 180 does not purport to define those terms or explain (a) more restrictive or burdensome than what? or (b) more restrictive or burdensome to whom?

29. Although Section 28 purports to limit its applicability only to certain counties (and all municipalities therein) listed in one of three Federal Disaster Declarations arising from certain past hurricanes, it effectively applies to all counties and cities in the State of Florida because *every single county in the State of Florida (and thus every municipality) is listed in at least one of the three Federal Disaster Declarations.*



an ordinance as a result of Section 28. Additionally, Lake Park, Jupiter, and Jupiter Island expended public funds to analyze the impact of SB 180 on Planning and Zoning Regulations.

36. Some of the Local Governments have received letters from Florida Commerce advising them that certain Planning and Zoning Regulations are in direct conflict with Section 28.

37. For example, Orange County received such a letter on July 18, 2025, regarding the comprehensive plan amendment that it submitted for review based on the State's review process mandated in Section 163.3184, Fla. Stat., stating that it is null and void *ab initio* because is "more restrictive or burdensome"—without purporting to identify *what* it was more restrictive or burdensome than, or to whom it was more restrictive or burdensome.

38. Manatee County also received such a letter on April 15, 2025, regarding two proposed comprehensive plan amendments, in which Florida Commerce states it previously declared the proposed comprehensive plan amendments "null and void" and that Manatee County, nonetheless, thereafter continued to move toward final adoption. The letter states the proposed ordinances *may* be violative of Section 28 for being a "restrictive or burdensome" procedure for obtaining a development permit after a disaster—without purporting to identify *what* it was more restrictive or burdensome than, or to whom it was more restrictive or burdensome. The letter also states the proposed amendments may violate Section 3 of SB 180 regarding impact fees.

39. Some of the Local Governments have also had to pause moving forward with Planning and Zoning Regulations that have been years in development even if those regulations are unrelated to emergencies or rebuilding after emergencies, amounting to a waste of the public funds expended in effort to pass said regulations and expanding the reach of SB 180 past emergencies.

46. The same expenditure of public funds for litigation is required for potential lawsuits arising from the cause of action created by Section 18, including the Local Governments' defense costs and statutorily mandated payment of attorneys' fees and costs to prevailing plaintiffs.

47. Sections 18 and 28, individually and in conjunction, strip all municipalities and counties of the long-existing and codified Home Rule Powers granted thereto by nullifying and voiding their ability to enact Planning and Zoning Regulations, a cornerstone Home Rule power and one of their core functions as legal entities in service to their constituents.

48. Sections 18 and 28 impede the Local Governments' ability to exercise the very functions they are constitutionally vested the right to exercise by the Florida Constitution.

49. Likewise, Section 28's retroactive application deeming any such Planning and Zoning Regulation "null and void *ab initio*" ignores that when such regulations were enacted, the Local Governments possessed the constitutional authority to enact same based on their Home Rule Powers, further emphasizing and stripping the Local Governments of their constitutionally vested functions.

50. Additionally, the Local Governments now must comply with all other provisions of SB 180, including:

- Being unable to "adopt or enforce" a cumulative substantial improvement period if it wants to continue its participation in the National Flood Insurance Program;
- Being unable to assess or increase certain impact fees, thereby reducing available public funds;
- Increasing the homestead exemption, thereby reducing available public funds;
- Providing additional training and participating in annual conferences, which requires the expenditure of public funds;
- Providing additional emergency resources, which requires the expenditure of public funds;



55. Additionally, pursuant to the cause of action created in Section 28, counties and municipalities, including certain of the Local Governments, are currently being forced to defend lawsuits relating to Planning and Zoning Regulations that were legal when enacted, solely because Section 28 provides that such regulations are “null and void *ab initio*.”

56. From this, the constitutionality of this act must be decided in an expedited manner before counties and municipalities, including the Local Governments, continue to expend public funds in defense of such suits, judgments are rendered in pending lawsuits (triggering additional expenditure of public funds), additional lawsuits are filed, Planning and Zoning Regulations that were valid when enacted are repealed, and development permits are issued based upon the assumption that certain Planning and Zoning Regulations are void under SB 180.

57. Likewise, pursuant to the cause of action created under Section 18, counties and municipalities face the same risk of expending funds, including for costs and attorneys’ fees, following the landfall of the first hurricane (and all subsequent hurricanes) applicable thereto. Section 18 further provides such a suit is subject to summary procedure, which accelerates the timeline of a case, further emphasizing and exacerbating the need for expedited review in this case.

58. Upon the date of the filing of this lawsuit, the Local Governments—and the entire global region, including the State of Florida—are in the midst of hurricane season, meaning that with the imminent and impending risk of hurricanes comes the immediate implication of all the new obligations imposed onto the Local Governments that arise from storms (*e.g.*, Section 18 and certain portions of Section 16), the constitutionality of which must be determined in an expedited manner before a potential storm, or set of storms, triggers these obligations.

is passed near the end of the legislative session. All of these indicators occurred with the enactment of SB 180.

65. Here, while SB 180 purports to be “[a]n act relating to emergencies”, SB 180 is not limited to the single subject of “emergencies” and matters properly connected therewith.

66. Section 1 regarding tenants’ right to recover is related to casualty losses and is not limited nor primarily related to losses caused by emergencies.

67. Section 2 regarding the National Flood Insurance Program affects cumulative substantial improvements, even when such improvements are not the result of repairing damages caused by emergencies.

68. Section 3 limits the ability to assess or raise impact fees, and impact fees have no relation to emergencies.

69. Section 4 increases the thresholds that trigger reassessments of homestead property values due to changes, additions, or improvements that replace all or a portion of a homestead property, even in situations unrelated to emergencies.

70. Sections 18 and 28 are also not limited to emergencies because they prohibit all “more restrictive or burdensome” Planning and Zoning Regulations regardless of whether those regulations, or the properties being regulated, relate in any way to emergencies.

71. Therefore, SB 180 addresses multiple subjects beyond the single subject of emergencies, some of which were improperly combined in the last moments of the legislative session, a classic example of “logrolling.” This amounts to a clear violation of the single subject provision of the Florida Constitution.

72. All elements necessary to support a cause of action for declaratory relief are present:

76. “This provision imposes two related but distinct requirements. First, the title of the bill should be fair notice of its contents. Second, the various provisions of the bill must be germane to the subject as expressed in the title.” *Alterman Transp. Lines, Inc. v. State*, 405 So. 2d 456, 461 (Fla. 1st DCA 1981).

77. “These requirements are designed to prevent surprise or fraud that would spring from hidden provisions not indicated in the title.” *Id.*

78. SB 180’s title is a seven-and-a-half-page list summarizing each provision therein, beginning with the purported single subject, “[a]n act relating to emergencies.”

79. Although the Constitution requires that the single subject be “briefly expressed in the title,” the title of SB180 is certainly not “brief,” and instead constitutes a table-of-contents-type summary of the Bill’s 28 Sections (which themselves are not limited to one subject).

80. SB 180 is not limited to one subject, and thus it cannot be contained within a briefly expressed title of one subject.

81. Even more, the title does not provide fair notice of the contents of Section 28 of SB 180. The portion of the title of SB 180 relating to Section 28 advises the public that it applies to “certain counties”:

“prohibiting certain *counties* from proposing or adopting certain moratoriums, amendments, or procedures for a specified timeframe.”

82. The statement that Section 28 applies only to “certain counties” is misleading because, in fact, the text of Section 28 applies to *all* (not just *certain*) 67 counties *and* 411 municipalities in Florida. Strikingly, municipalities were not referenced in the title. Thus, the title hides the ball and misleads the public.



In the enactment of general laws on other subjects, political subdivisions or other governmental entities may be classified only on a basis reasonably related to the subject of the law.

Art. III, sec. 11(b), Fla. Const.

88. Notably, “other subjects” here refers to 21 enumerated subjects outlined in Article III, Section 11(a). SB 180 does not trigger any of the kinds of laws in subsection (a). Thus, SB 180 falls under subsection (b) and therefore it is subject to the restriction that it must not classify political subdivisions of other governmental entities on any basis other than one reasonably related to the subject law.

89. “The legislature may set classifications within a general law, but any such classification must bear a reasonable relationship to the primary purpose of the law.” *Ocala Breeders' Sales Co., Inc. v. Florida Gaming Centers, Inc.*, 731 So. 2d 21, 26 (Fla. 1st DCA 1999), *aff'd*, 793 So. 2d 899 (Fla. 2001). “A statutory criterion is not valid merely because it appears to promote the objective of the law.” *Id.*

90. Further, the Florida Supreme Court has made clear that “[s]tatutes that employ arbitrary classification schemes are not valid as general laws.” *Dep't of Bus. Regulation v. Classic Mile, Inc.*, 541 So. 2d 1155, 1157 (Fla. 1989); *License Acquisitions, LLC v. Debary Real Estate Holdings, LLC*, 155 So. 3d 1137, 1143 (Fla. 2014).

91. SB 180 is a general law that makes unreasonable classifications in multiple provisions, including in Sections 18 and 28.

92. Section 18, albeit not retroactive like Section 28, creates the term “impacted local government,” which is “a county listed in a federal disaster declaration located entirely or partially within 100 miles of the track of a storm declared to be a hurricane by the National Hurricane Center while the storm was categorized as a hurricane or a municipality located within such a county.”



a storm could track 90 miles north of Palm Beach County. The arbitrary classification system of Section 18 would classify the southern-most Palm Beach County municipality (Boca Raton) as an “impacted local government” (because the northern part of Palm Beach County is within 100 miles of the track), but would classify its neighbor to the south (Deerfield Beach, the northernmost Broward County municipality) as not being an “impacted local government” (because the storm did not track within 100 miles of Broward County). But, most likely, as neighboring municipalities, Boca Raton and Deerfield Beach would have suffered roughly the same amount of impacts from the storm. Storms do not recognize county boundaries and thus the use of such lines to classify counties and municipalities is wholly arbitrary.

97. The classification of counties and municipalities created by Section 18 is clearly unreasonable because in some instances it will not include counties and municipalities that should be included (because they were, in fact, impacted), and in other instances will include some counties and municipalities that should not be included (because they were, in fact, not impacted).

98. For a classification to be reasonable, it must treat similarly situated counties and municipalities the same. The classification of counties and municipalities in Section 18 fails that basic test.

99. Section 18 also creates an unreasonable classification by failing to properly define the methodologies for determining which counties (and the municipalities therein) will be categorized this way because “track of the storm” and the “100 mile” terms are ambiguous, not defined, and open to multiple interpretations.

100. Notably, Section 18 fails to define how the 100-mile designation is calculated or applied. For example, is 100 miles calculated in all directions from the track of a hurricane, in effect creating a 200-mile diameter? Or is the 100-mile designation meant to be the limits of a

Milton began on October 5, 2024. It is arbitrary to classify all counties and municipalities in one class subject to the August 1, 2024, date if only some were impacted by a subject storm on that date but others were not. There is also no explanation as to why Section 28 applies prospectively to October 1, 2027.

108. In all, Sections 18 and 28 amount to clear violations of the unreasonable classification provision of the Florida Constitution.

109. All elements necessary to support a cause of action for declaratory relief are present:

- a. There is a bona fide, actual, present need for a declaration of whether the enactment of SB 180 violated Art. III, § 11(b) of the Florida Constitution.
- b. The declaration sought deals with a present controversy as to an ascertainable set of facts.
- c. Constitutionally provided rights and privileges of the Local Governments are dependent upon the law applicable to the facts.
- d. The Local Governments and the defendants have an actual, present, adverse and antagonistic interest in the subject matter of this Complaint.
- e. The antagonistic and adverse interests are all before this Court.
- f. The relief sought is not merely the giving of legal advice or providing the answer to a question propounded from curiosity, but stems from an actual controversy.

WHEREFORE, the Local Governments respectfully request that judgment be entered in their favor:

- A. Declaring the enactment of SB 180 violated Art. III, § 11(b) of the Florida Constitution;
- B. Enjoining the enforcement of SB 180; and
- C. Granting such other relief as this Court deems just and proper.

by \$0.10; for the fiscal year 2025-26, this is estimated to be approximately \$2.4 million.<sup>1</sup> This amount is determined on an aggregate basis for all municipalities and counties in the state.<sup>2</sup>

113. Article VII, Section 18 was added to the Florida Constitution to protect counties and municipalities from unfunded mandates after the Florida Legislature repeatedly adopted general laws that imposed costly requirements on local governments without providing funds for, or methods for funding, compliance with said requirements.

114. Sections 7, 16, 18, 24, and 28 of SB 180 require the expenditure of public funds, as previously set forth above. The aggregate amount of these forced expenditures for all municipalities and counties in the state will far exceed \$2.4 million.

115. Importantly, nowhere in *SB 180 is there a finding that the law fulfills an important state interest*. Even if SB 180 does, in fact, fulfill an important state interest (which would be contested), the failure to expressly make that determination within the four corners of SB 180 is fatal to its constitutionality.

116. This is true despite that SB 180 was approved by a 2/3<sup>rd</sup> vote of each house of the legislature because SB 180 does not contain the constitutionally required finding that that the law fulfills an important state interest.

117. Thus, SB 180 is an unfunded mandate in violation of Article VII, Section 18 of the Florida Constitution.

118. All elements necessary to support a cause of action for declaratory relief are present:

- a. There is a bona fide, actual, present need for a declaration of whether the enactment of SB 180 violated Art. VII, § 18 of the Florida Constitution.

<sup>1</sup> <https://www.flsenate.gov/Session/Bill/2025/176/Analyses/2025s00176.ap.PDF> at page 10.

<sup>2</sup> <https://www.flsenate.gov/PublishedContent/Session/2012/InterimReports/2012-115ca.pdf> at page 2.



121. The 1975 Act was strengthened in 1985, and Chapter 163 was given a more expansive and descriptive name: “The Comprehensive Planning and Land Development Regulation Act”, popularly known as the Growth Management Act. This iteration sought to ensure that the comprehensive planning process would enable counties and municipalities to do more than just plan.

122. In 2011, Chapter 163 Part II was again rewritten and renamed, this time as the “Community Planning Act”.

123. Florida’s Community Planning Act (the “Act”) is enshrined in Florida law as Sections 163.3161 through 163.3248, Florida Statutes. The Legislature clearly stated its multi-prong intentions and purposes of the Act:

(2) It is the purpose of this act to utilize and strengthen the existing role, processes, and powers of local governments in the establishment and implementation of comprehensive planning programs to *guide and manage future development* consistent with the proper role of local government.

....

(4) It is the intent of this act that local governments have the ability to preserve and enhance present advantages; encourage the most appropriate use of land, water, and resources, consistent with the public interest; *overcome present handicaps; and deal effectively with future problems that may result from the use and development of land within their jurisdictions*. Through the process of comprehensive planning, it is intended that units of local government can preserve, promote, protect, and improve the public health, safety, comfort, good order, appearance, convenience, law enforcement and fire prevention, and general welfare; facilitate the adequate and efficient provision of transportation, water, sewerage, schools, parks, recreational facilities, housing, and other requirements and services; and conserve, develop, utilize, and protect natural resources within their jurisdictions.

....

(8) The provisions of this act in their interpretation and application are declared to be the minimum requirements necessary to accomplish the stated intent, purposes, and objectives of this act; to protect human, environmental, social, and economic resources; and to maintain, through orderly growth and development, the character

125. In furtherance of this responsibility, the Act also mandates that every seven years, each local government shall evaluate its comprehensive plan to update data and analysis on which it was based, and based on that data and analysis determine if amendments are necessary to reflect certain statutory requirements or changed conditions, and if such a determination is made then such changes must be made within one year. § 163.3191, Fla. Stat. In turn, such plans are subject to the review process detailed in Section 163.3184, Florida Statutes.

126. Further, *within one year* after submission of a comprehensive plan, the counties and municipalities must adopt or amend their local land development regulations to ensure they are consistent with the comprehensive plan. § 163.3202, Fla. Stat.

127. Likewise, the Act also mandates that if a land development regulation is inconsistent with the comprehensive plan, the land development regulation must be brought in conformance with the comprehensive plan. § 163.3194, Fla. Stat.

128. Critically, the Act also makes clear that in the event the Act conflicts with any other provision of law related to land use regulations, it is the Act that shall prevail:

Where this act may be in conflict with any other provision or provisions of law relating to local governments having authority to regulate the development of land, ***the provisions of this act shall govern*** unless the provisions of this act are met or exceeded by such other provision or provisions of law relating to local government[.]

§ 163.3211, Fla. Stat. (emphasis added).

129. The Act, in its current and all prior forms, outlines the 50-year history of Florida's municipalities and counties having the constitutional and statutory power and mandate to adopt and enforce their own Planning and Zoning Regulations. It is the sole statutory basis for the comprehensive planning process and is therefore superior to any other enactment related to that process.



132. To wit, the Act is definitive in its declaration that the rights, authority, and responsibilities conferred upon counties and municipalities under the Act supersede any other conflicting provisions of law.

133. SB 180 directly conflicts with the Act, and thus the Act makes clear that upon such a conflict, the Act governs. One way in which this conflict exists is due to the statutorily mandated review to occur every seven years, a period which could fall at any point in the preclusion for one year after a hurricane pursuant to Section 18 or at any point in the preclusion between August 1, 2024, and October 1, 2027, pursuant to Section 28. For the same reasons, the one-year deadline to amend local land development regulations after the submission of a comprehensive plan is also affected.

134. In furtherance of this responsibility, the Act also mandates that every seven years, each local government shall evaluate its comprehensive plan to update data and analysis on which it was based, and based on that data and analysis determine if amendments are necessary to reflect certain statutory requirements or changed conditions, and if such a determination is made then such changes must be made within one year. § 163.3191, Fla. Stat. In turn, such plans are subject to the review process detailed in Section 163.3184, Florida Statutes.

135. Further, *within one year* after submission of a comprehensive plan, the counties and municipalities must adopt or amend their local land development regulations to ensure they are consistent with the comprehensive plan. § 163.3202, Fla. Stat.

136. The conflict between the Act and SB 180 arises from Sections 18 and 28, the latter of which is a non-statutory provision set to expire in 2027. The restriction on the comprehensive planning and land development regulation authority and responsibility of counties and municipalities contained in SB 180 is incompatible with the authority granted and obligations



WHEREFORE, the Local Governments respectfully request that judgment be entered in their favor:

- A. Declaring that portions of SB 180 conflict with the Community Planning Act, and that conflict cannot be harmonized;
- B. Enjoining the enforcement of those portions of SB 180 that in any way conflict with the Act or restrict the powers and authority of counties or municipalities relating to the adoption and enforcement of comprehensive plan and land development regulations amendments to the fullest extent as granted under the Act; and
- C. Granting such other relief as this Court deems just and proper.

#### **COUNT VI – VIOLATION OF HOME RULE POWERS**

141. The Local Governments reallege and incorporate by reference the allegations contained in paragraphs 1 through 60 inclusive, as if fully set forth herein.

142. As to counties, Article VIII, Section 1 of the Florida Constitution provides:

(f) NON-CHARTER GOVERNMENT. Counties not operating under county charters shall have such power of self-government as is provided by general or special law. The board of county commissioners of a county not operating under a charter may enact, in a manner prescribed by general law, county ordinances not inconsistent with general or special law, but an ordinance in conflict with a municipal ordinance shall not be effective within the municipality to the extent of such conflict.

(g) CHARTER GOVERNMENT. Counties operating under county charters shall have all powers of local self-government not inconsistent with general law, or with special law approved by vote of the electors. The governing body of a county operating under a charter may enact county ordinances not inconsistent with general law. The charter shall provide which shall prevail in the event of conflict between county and municipal ordinances.

Art. VIII, § 1(f), (g), Fla. Const.

143. As to municipalities, Article VIII, Section 2(b) of the Florida Constitution provides:

express preemption—that is, by a statutory provision stating that a *particular subject* is preempted by state law or that local ordinances on a *particular subject* are precluded.”); *Hillsborough County v. Florida Restaurant Ass’n, Inc.*, 603 So. 2d 587 (Fla. 2d DCA) (“To find a subject matter expressly preempted to the state, the express preemption language must be a specific statement; express preemption cannot be implied or inferred.”).

148. In this way, SB 180 violates the Florida Constitution in two ways: (1) Section 28 is an impermissible express preemption, purporting to declare void *ab initio* prior actions of Local Governments taken under their (at the time not preempted) Constitutional home rule authority; and (2) the purported express preemptions under Sections 18 and 28 are impermissible because they are vague and ambiguous as to the particular subject and scope. For these reasons, Sections 18 and 28 attempt to vitiate the Home Rule Authority granted under Sections 1 and 2(b) of Article VIII of the Florida Constitution and further codified at law.

**SB 180 is an impermissible express preemption of past regulations that the Local Governments had authority to propose and adopt when proposed and adopted.**

149. The Florida Legislature impermissibly enacted the express preemption provided under Section 28 because it attempts to render ordinances “null and void *ab initio*” even if they were duly enacted at a time when the Local Governments were not preempted.

150. The Local Governments enacted Planning and Zoning Regulations between August 1, 2024, and the enactment date of SB 180 pursuant to a clear grant of constitutional and/or statutory Home Rule Authority. By retroactively rendering legally enacted Planning and Zoning Regulations “null and void *ab initio*” (thereby invalidating the very enactment of such regulations and implementation while valid), Section 28 violates the plain meaning of the Florida Constitution because it removes the grant of Home Rule Power that existed at the time of the regulation’s enactment pursuant to Sections 1 and 2(b) of Article VIII of the Florida Constitution, as applicable.



profitable) building and it was too late to change the plans, SB 180 was enacted, meaning that the ordinance that resulted in the municipality's denial of the 120 foot high building was void at the time the 120 foot high building was denied. It is unclear what the implication of this would mean, but it could potentially result in municipal liability or other consequences.

153. Thus, SB 180 could result in chaos or liability for projects that were considered under Planning and Zoning Regulations that were valid when applied but were later declared "void ab initio" by SB 180.

154. There is no language in the Florida Constitution or precedent in other statutory preemptions enacted by the legislature for local regulations to be declared "void ab initio," and thus the law should be declared invalid.

**SB 180 is an impermissible express preemption because it is ambiguous and vague.**

155. Sections 18 and 28 of SB 180 violate the Florida Constitution because they attempt to preempt Planning and Zoning Regulations that are "more restrictive or burdensome," but fail to clearly and unambiguously articulate the particular subject that is preempted.

156. The vague and undefined "more restrictive or burdensome standard" will wreak havoc with many of the modern planning tools that the Local Governments now lawfully employ because the Local Governments have no way of determining whether a Planning and Zoning Regulation is "more burdensome or restrictive." SB 180 simply does not purport to define the terms or explain: (a) "more burdensome or restrictive" than what? and (b) "more burdensome or restrictive" to whom?

157. For example, in determining whether Planning and Zoning Regulations increasing a setback requirement, should Local Governments determine whether the regulation is "more burdensome or restrictive" based on its impact on neighboring properties? Or is a Planning and

“more restrictive or burdensome” even though the overall density remains the same, with some uses being increased and others decreased?

159. More generally, with no definition, there is no understanding as to who and what the Planning and Zoning Regulation cannot restrict or burden.

160. The “more restrictive or burdensome” language is hopelessly vague and unworkable and could be creatively applied to almost any change because it is an undefined term. It is of note that when the legislature adopted The Bert J. Harris, Jr. Private Property Rights Protection Act which uses the term “inordinate burden” to trigger compensation under certain circumstances, it included a two-paragraph definition of the term including an analysis of investment backed expectations. It also provided for a process to determine whether such a burden existed, which process required the services of appraisers. A similar definition was necessary with SB 180, however, there is none; rather, the triggering term “more restrictive or burdensome” appears with no explanation, no context, and no commonly understood meaning.

161. This undefined term improperly preempts the Constitutional powers of the Local Governments with a standard that has no meaning.

**SB 180 unlawfully infringes on the Home Rule Authority of the Local Governments.**

162. Sections 18 and 28 preempt the Local Governments from exercising Home Rule Authority in one of the most fundamental functions of local government: planning and zoning. Sections 18 and 28 are the largest infringement of Home Rule Power in the history of Florida and strip the Local Governments’ ability to enact the very Powers they have been empowered with under the Florida Constitution and statutory law. In doing so, the Florida Legislature circumvents and renders meaningless the grants of Home Rule Authority provided in the Florida Constitution by legislative act.

167. For the foregoing reasons, Sections 18 and 28 of SB 180 represent a violation of the Home Rule Authority provided under Sections 1 and 2(b) of Article VIII of the Florida Constitution and further codified at law.

168. All elements necessary to support a cause of action for declaratory relief are present:

- a. There is a bona fide, actual, present need for a declaration of whether the enactment of SB 180 violated Art. VIII, §§1(f), 1(g), 2(b) of the Florida Constitution, and all Florida Statutes codifying home rule powers.
- b. The declaration sought deals with a present controversy as to an ascertainable set of facts.
- c. Constitutionally provided rights and privileges of the Local Governments are dependent upon the law applicable to the facts.
- d. The Local Governments and the defendants have an actual, present, adverse and antagonistic interest in the subject matter of this Complaint.
- e. The antagonistic and adverse interests are all before this Court.
- f. The relief sought is not merely the giving of legal advice or providing the answer to a question propounded from curiosity, but stems from an actual controversy.

WHEREFORE, the Local Governments respectfully request that judgment be entered in their favor:

- A. Declaring the enactment of SB 180 violated Art. VIII, §§1(f), 1(g), 2(b) of the Florida Constitution and all Florida Statutes codifying Home Rule Powers;
- B. In addition or in the alternative, declaring the purported preemptions in SB 180 invalid as impermissibly vague.
- C. Enjoining the enforcement of SB 180; and
- D. Granting such other relief as this Court deems just and proper.



# TOWN OF LOXAHATCHEE GROVES

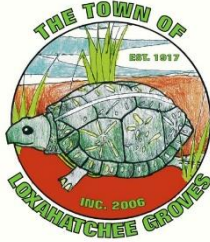
TOWN HALL COUNCIL CHAMBERS

155 F. ROAD, LOXAHATCHEE GROVES, FL 33470

## TOWN COUNCIL WORKSHOP MINUTES

### MINUTES

OCTOBER 21, 2025



### 1. Call to Order, Roll Call & Opening

The meeting began at **6:00 PM** with all council members present:

- Mayor Anita Kane
- Vice Mayor Marge Herzog
- Council Members Lisa El-Ramey, Todd McLendon, and Paul Coleman

The meeting format was a **workshop-style session**, designed for open communication, brainstorming, and priority-setting rather than formal voting. The Mayor emphasized keeping **action notes** throughout the session.

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### 2. Public Comment – Community Issues & Concerns

#### 2.1. RedSpeed School Zone Cameras & Enforcement Confusion

Multiple residents raised concerns about:

- Whether cameras were enforcing speed **before drivers reached the school zone sign**
- Confusion over **when the cameras activate**
- Differences between:
  - School zone flashing-light enforcement

- The town's 30 MPH year-round enforcement segment on Okeechobee Blvd

The council clarified:

- RedSpeed cameras activate **at the legally posted sign**, not before
- The **school zone enforcement period** is larger than the flashing-light window (30 minutes before/after school + all instructional hours)
- Residents reported the **county sign placement may be incorrect**, prompting the council to direct staff to:
  - Confirm exact location of official speed transitions
  - Request **new advance-warning signs** ("Prepare to Slow") or **road striping**

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## 2.2. RV Park Application – Transparency & Process

Residents expressed frustration that:

- A previously noticed RV park hearing was canceled
- No explanation had been provided
- The project "seems to be lurking" without updates

Council clarified:

- The applicant **canceled** the hearing, not the town
- The application **remains active** until the applicant withdraws
- Applicants may **reschedule as many times as they wish** as long as they pay required fees
- The council **cannot express opinions** or pre-judge the application due to **quasi-judicial rules**
- Residents were assured that **full public notice** will occur when a new hearing date is set

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## 2.3. Late Agendas & Inconsistent Public Notice

Residents raised concerns about consistently **late agenda posting**, especially for:

- Charter Review Committee
- ULDC Committee
- Finance Committee

Issues cited:

- Agendas arriving only **1–2 days before** meetings
- Incomplete backup packets
- Two different calendars on the town website showing **different meeting dates**

Council Discussion:

- Acknowledged the long-standing problem and staff turnover
- Proposed solutions:
  - Require **addendum pages** to upload late documents
  - Require agendas be posted **one week in advance**, even if backup follows later
  - Direct staff to consolidate or synchronize website calendars

## 2.4. Spending Transparency, Backup Requirements & Check Signing

Residents and council members discussed:

- Instances where **reimbursement checks lacked proper receipts**
- Concerns that handwritten notes were submitted instead of documentation
- Requests to standardize what qualifies as “acceptable backup”

Council emphasized:

- Backup **must** be:
  - Receipts
  - Purchase orders
  - Credible documents

- Handwritten lists are **not acceptable** except under rare, documented circumstances
- Council expressed frustration when they are asked to sign checks with insufficient documentation

### 3. Workshop Discussion – Council Policies, Priorities & Procedures

#### 3.1. Consent Agenda – What Belongs & What Doesn't

The council analyzed how consent agendas should operate.

Consensus Points:

- Consent should contain:
  - Routine business
  - Second readings that have already been discussed
  - Appointments and items without spending impacts
- It **should NOT** contain:
  - New expenditures
  - Items lacking backup
  - Controversial or large contracts

Council noted confusion from residents when consent items were frequently **pulled and moved**.

#### 3.2. Committees & Tasking – How Direction Should Flow

Several council members argued that committees:

- Should be **tasked directly by council**
- Should not self-initiate major projects
- Must receive **clear guidance** to avoid drift or confusion

Example:

The council considered tasking the Finance Committee with reviewing staff's **5%**

**reduction exercise** for potential savings ideas.

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### 3.3. Sunshine Law – Sharing Information Between Council Members

The council expressed continued frustration:

- They cannot discuss matters outside meetings
- They cannot forward information to each other without violating Sunshine

Proposal raised:

- Allow **one-way communication** from a council member → to the clerk → to the rest of council
- No replies allowed

Council agreed to request:

- The town attorney provide **case law or AG opinions** on the legality of one-way distribution

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### 3.4. Priority List & Strategic Plan

Council agreed:

- The next workshop should focus on the **townwide priority list** of 100+ items
- The list must inform the **strategic plan**, required under the manager's contract by March
- A "top 10" set of immediate priorities would help staff allocate workload

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## 4. Major Planning & Policy Topics

### 4.1. Okeechobee Blvd – Proposal to Rename Back to "Middle Road"

Council Member McClendon proposed:

- Renaming Okeechobee Blvd to **Middle Road**, its historical name

Rationale:



- Strengthen the town's legal position to maintain:
  - **Two-lane configuration**
  - **Speed control authority**
- Reinforce the argument that it is a **rural main street**, not an urban highway

Council consensus:

- Supportive
- To place the item on an upcoming agenda

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#### 4.2. Boundary of the Commercial Corridor (Tangerine → Southern Blvd)

Discussion centered on:

- Confusion in comp-plan language regarding the “Southern Blvd Commercial Corridor”
- Concern that past approvals (Publix center and State College area) created **precedent** up to Collecting Canal
- Need to clarify and **strengthen** language to prevent expansion northward
- Council may direct Charter Review and staff to strengthen boundary protections

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#### 4.3. Charter Review – Suggested Amendments

Several items emerged for referral to the Charter Review Committee:

1. Making the **Town Clerk** a charter officer
2. Possibly making the **Finance Director** a charter officer (council noted pros/cons)
3. Reviewing/removing the clause requiring **4 council votes to terminate the Town Manager**
  - Suggestion: remove clause from charter entirely and keep termination terms **negotiated by contract**
4. Improving separation of powers and responsibilities between council–manager–staff

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## 5. Staffing, Operations & Internal Issues

### 5.1. Staff Turnover & Missing Roles

Residents and council highlighted:

- Persistent turnover in front desk, permitting, support staff
- Temporary employees without name tags or introductions
- Difficulty knowing who performs which role

Council agreed:

- Need for better onboarding
  - Name tags at public counters
  - Clarifying workflows to prevent inconsistent answers
- 

### 5.2. Two Calendars Problem

Issue:

- The homepage calendar and meeting-agenda calendar are completely out of sync

Council action:

- Direct staff to update calendars **weekly by Monday noon**
  - Ensure consistency between MuniCode and CivicPlus systems
- 

## 6. Upcoming Events & Council Coordination

### 6.1. Wellington Holiday Parade – December 14

Theme: **“Celebrating the Season Through the Years”**

Council discussed:

- Decorating the town’s flatbed float
- Using a low-cost “DIY” approach (like last year)

- Considering themes such as:
  - *Home Alone*
  - *Christmas Vacation*
  - Generational Christmas scenes

Deadline:

- Council to finalize concept at the **Nov. 18 workshop**

## 6.2. Founders & Veterans Day Parade – November 8

Planned route:

- Start: Medical Center parking lot
- End: Samuel Friedland Park

Council tasks:

- Recruit veterans for recognition
- Clean up and verify the veterans list
- Encourage residents to submit names by **Oct. 31** via text to Councilwoman Herzog

## 7. Tone, Communication & Public Trust

The meeting repeatedly returned to themes of:

- Transparency
- Misinformation circulating on social media
- Unrealistic expectations of council authority
- Civility and respectful discourse

Residents praised the workshop format as:

- The most productive, informative meeting they had attended

- A model for improved communication

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## 8. Adjournment

The council closed the workshop after approximately two hours of open discussion, concluding with mutual agreement that:

- Workshops of this style should occur **regularly**
- The session strengthened understanding, collaboration, and trust between council and the community

# TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

155 F. ROAD, LOXAHATCHEE GROVES, FL 33470

## TOWN COUNCIL WORKSHOP MEETING

### MINUTES

NOVEMBER 18, 2025



### Detailed Summary of the November 18, 2025 Town Council Meeting

#### 1. Call to Order, Pledge & Roll Call

The meeting opened with the Pledge of Allegiance and a moment of silence, during which the Mayor announced that the town's **local fireworks restriction bill** passed unanimously at the Legislative Delegation and is now moving to Tallahassee—a significant win for the community.

Roll call showed all council members present (one joining slightly late).

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#### 2. Health Insurance Renewal Presentation (The Garing Group)

**Presenter:** Melissa Mley, Garing Group (town's health insurance broker)

Key points of the renewal recommendation:

- **Medical (Florida Blue):** Remain with Florida Blue, but move from *age-banded rates* to a *composite rate* for 2026.
  - Composite rate decreases overall town cost by about **\$7,000**.
  - Employees pay a single uniform rate, rather than age-based tiers.
  - Increase under composite: **7.2%** vs. **11%** under age-banded.
- **HRA:** Continue the Health Reimbursement Arrangement linked to wellness activities.
- **FSA:** Continue voluntary Flexible Spending Accounts.
- **Dental & Vision:** Small dental increase; small vision decrease—roughly net neutral.



- **Life, STD, LTD:** No increases; each remains under rate guarantee for another year.
- **Alternative carriers:**
  - United Healthcare would be ~30% higher.
  - FMIT/League of Cities coverage was not competitive in prior years.

Council elected to **review the materials** and take action at the **December 2 meeting**, consistent with the original intent of presenting this item only.

### 3. Consent Agenda

- **Item #2** (contract updates for a state resiliency grant) was **removed** due to incomplete contract documents.
- **Item #3** had backup materials added late; council expressed ongoing frustration about **late or missing agenda backups**.
- The remaining consent item was approved **4–1**.

### 4. Regular Agenda

#### 4.1. Ordinance 2025-09 (Second Reading) – Lien Reduction & Release Process

This ordinance restructures the town's code-enforcement lien reduction system.

Key provisions:

- Establishes two tracks:
  - **Special Magistrate** may consider reductions for routine cases.
  - **Town Council** must hear cases involving life/safety/health violations.
- Council decisions require **at least four votes**, unanimous among those present.
- Applicants must pay a **\$5,000 filing fee** to have council consider a lien reduction.
- Manager (or designee) determines whether a violation implicated health/safety.

Discussion highlights:

- Debate over whether the Town Manager is the appropriate official to determine health/safety implications.
- Clarification that the process does **not** alter code-enforcement procedure, only post-lien reduction requests.
- Question raised as to whether the \$5,000 fee could be considered punitive; attorney explained it is consistent with existing thresholds.
- Minor typographical errors were identified in the memo (not the ordinance).

**Outcome:** Passed **4–1** after public hearing.

#### **4.2. Ordinance 2025-19 (First Reading) – Charter Amendment: Town Manager Removal Vote**

This referendum ordinance proposes placing the following question on the March 2026 ballot:

**Should the charter be amended so that the Town Manager may be removed by a simple majority vote, rather than a supermajority (4 votes)?**

Council discussion:

- Some members argued **supermajority** better protects stability and prevents politicized turnover.
- Others stressed the need for **consistency**—since hiring requires 3 votes, firing should match.
- Public comment noted the current supermajority requirement is uncommon and unnecessarily restrictive.

**Outcome:** Approved **5–0**, to appear on the 2026 referendum ballot.

#### **4.3. Ordinance 2025-20 (First Reading) – Charter Amendment: Town Attorney Contract Review**

This referendum measure proposes clarifying that the Town Attorney’s required contractual review duties be defined **by ordinance or resolution** rather than solely by charter language.

Discussion was minimal; council supportive.

**Outcome:** Approved **5–0**, to appear on the 2026 referendum ballot.

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#### 4.4. Item 7 – Postponed Items

Due to time constraints, Item #7 (not read into the record during the meeting) was postponed to **December 2**.

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#### 5. Transition to Workshop Session

After adjournment of the business meeting, the Council immediately reconvened for its scheduled workshop.

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### WORKSHOP SUMMARY

#### 6. Workshop Opening & Agenda Setup

The Mayor outlined several ongoing themes carried over from prior sessions:

- Actuate Consulting Organizational Assessment
- Prioritizing the 165-item staff work list
- FEMA/FDAs, agricultural exemptions, and tree mitigation conflicts
- Public concerns about code enforcement consistency
- Parade planning (Wellington Holiday Parade)

Council agreed to take up **Actuate Consulting**, **parade planning**, and **priority development**.

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#### 7. Discussion: Actuate Consulting Organizational Assessment

The consulting report highlighted issues including:

- **Inconsistent communication** and mixed messages from council.
- **Agenda overload** and council repeatedly violating its own direction (e.g., adding items late).
- **Lack of clear priorities** for staff.

- **Inefficient processes**, duplicated responsibilities, and inconsistent use of available tools (e.g., Asana).
- **Low staff morale and high turnover.**

Council discussion themes:

### 7.1. Communication & Structure

- Council acknowledged a pattern of approving agendas with numerous late items.
- Strong sentiment that council must “**stay in its lane**” and avoid micromanaging.
- Desire to set **predictable, enforceable rules** for agenda creation.

### 7.2. Project Management Tools

- Asana is underutilized; council wants improved tracking, deadlines, and transparency.
- Proposal: require measurable goals and define expectations without micromanaging.

### 7.3. Customer Service Tracking

- Suggestion to implement:
  - Automatic service-request updates
  - 30-day status texts/emails
  - Customer satisfaction surveys
- Goal: measurable performance and improved public trust.

### 7.4. Staff Training & Certifications

- Council split on spending money for leadership coaching.
- General agreement that **staff training** is a higher priority than council training.
- Council training (League of Cities EOM/EMO courses) encouraged as low-cost, high-value.

### 7.5. Succession Planning

- Need for clear departmental structures so staff see internal opportunity for promotion.
- Avoid burnout by reducing multi-hat roles where possible.

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## 8. Parade Planning – Wellington Holiday Parade

Theme: “**Celebrating the Season Through the Years.**”

Council collaboratively designed a multi-era Loxahatchee Groves historical display:

1. **Early settler era:** Marge in a rocking chair with rustic décor.
2. **Old Florida hunting:** Council Member Paul as a “hunter” with inflatable alligator.
3. **Citrus era:** Todd as an orange farmer with tree props.
4. **Farm-to-table era:** Mayor Kane representing modern small-farm agriculture.
5. **Equestrian present day:** Council Member Remy, possibly with a miniature horse or horse-themed setup.

Additional decisions:

- Use lightweight **picket fencing** instead of hay bales to maximize float space.
- Seek community loaned props (without violating ethics rules).
- Staff to coordinate assembly and logistics.

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## 9. Public Comment During Workshop

Several residents provided feedback on:

- **RV permit rules:** Confusion over annual inspections vs. 5-year site inspections; inconsistency between the code and application forms.
- **Chronic code-enforcement violators:** Especially properties on Hyde Park; cases closed prematurely; requests for greater consistency.
- **FDA (Flood Development Application) challenges:** Paperwork unclear; process costly; requests for a streamlined checklist.
- **Dacs/DEP/District permits:** Residents urged cross-checking of solid-waste permits and agricultural exemptions.

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## 10. Council Priority Setting Exercise



After discussion, the Council identified common priority areas (overlapping across members):

#### **10.1. Code Enforcement Reform**

- Improve consistency, speed, communication, and case tracking.
- Address long-standing chronic violators.
- Shift focus away from BTR policing and toward safety and quality-of-life issues.

#### **10.2. Infrastructure – Drainage & Mobility**

- Okeechobee Blvd culvert replacements.
- Neighborhood drainage projects.
- Trail connectivity, safety signage, and equestrian mobility improvements.

#### **10.3. Solid Waste / Debris / Manure Management**

- Prepare early for the upcoming Coastal Waste contract renewal.
- Evaluate cost-saving options for debris, recycling, and organics.

#### **10.4. Strategic Planning**

- Reduce the 165-item work list into “Top 5/Top 10” actionable items.
- Create measurable goals and timelines.

#### **10.5. Home Rule, ULDC & State Law Alignment**

- Review impacts of **SB180** on future code changes.
- Tree mitigation fairness (especially re: agricultural exemptions and clear-cutting).
- Vested rights and predictable development standards.

#### **10.6. Improved Agenda & Contract Management**

- Establish **four-month lead time** for major contract renewals.
- Earlier council briefings on development applications and major decisions.

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### **11. Closing**

After nearly three hours of workshop discussion, the council adjourned with plans for staff to consolidate the priority list and return with a structured format for ranking and implementation.

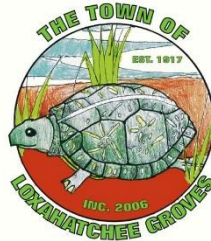
# TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

155 F. ROAD, LOXAHATCHEE GROVES, FL 33470

## TOWN COUNCIL WORKSHOP

DECEMBER 2, 2025



### 1. Call to Order, Pledge, Roll Call

The meeting opened in a workshop-style format, with all Council members present. The Mayor emphasized that the meeting would focus on clarifying procedures, addressing recurring resident concerns, and setting a foundation for future strategic planning.

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### 2. Public Comment – Speed Enforcement & School Zone Issues

#### 2.1. Confusion Over Speed Enforcement Before Posted Signs

Residents raised concerns that drivers had received speeding warnings **before reaching the 30-mph sign** on Okeechobee Blvd.

Key issues raised:

- Photos in warning notices showed vehicles **ahead of the posted sign**, creating doubts about enforcement fairness.
- Concern that the **county placed the sign too far east**, outside the appropriate boundary.

Council clarified:

- Enforcement begins **at the legal sign**.
- If the sign is placed incorrectly, tickets could appear premature.
- Staff and the county must verify placement and correct any errors.

#### 2.2. School Zone Enforcement Window Misunderstood

Council explained:

- School-zone enforcement extends **30 minutes before classes begin, all instructional hours, and 30 minutes after**, not just when lights are flashing.
- Some resident confusion stems from the **difference between regular speed zones and school-zone triggers**.

Council agreed to:

- Confirm the precise **speed transition point** at 162nd.
- Request updated signage or repositioning if needed.

### 3. Additional Traffic & Mobility Feedback

Residents noted:

- Mobile speed-check trailers on Okeechobee displayed **different limits** depending on jurisdiction (30 mph in Loxahatchee Groves and 40 mph in Royal Palm Beach).

Council confirmed:

- County agencies are adjusting equipment as part of broader corridor monitoring.
- The town's standards remain **30 mph normally** and **15 mph in school zones**.

### 4. RV Park Application – Status and Process Clarification

A resident revisited concerns that the proposed RV Park project seemed to be “lingering” after the previously scheduled hearing was cancelled.

Council clarified:

- The **applicant—not the town—cancelled** the meeting.
- The application is **still active** and may be rescheduled **any number of times**, as long as fees are paid.
- Two council members could not attend the originally advertised time, and the Town offered rescheduling to avoid claims of procedural unfairness.

Residents were assured that:

- No decisions have been made.
- The Town will give **full public notice** once the applicant chooses a new date.

## 5. Governance & Rules Discussion

### 5.1. Rules Allowing Removal of a Council Member From the Dais

A council member raised a major concern:

- Current Rules & Procedures allow three council members to vote another council member **off the dais for the remainder of a meeting**.

Issues identified:

- Potential for political abuse
- Undermining elected representation
- Inconsistency with democratic norms

Council consensus:

- The rule is inappropriate.
- The Rules & Procedures manual needs **revision** to remove or significantly modify this provision.

### 5.2. Public Records Policy Conflicts

Council discussed a conflict between:

- The Town's **\$50 public-records search threshold**, and
- The Town Manager's contract, which guarantees council members unobstructed access to information.

Council concerns:

- The current rule may improperly burden council's access.
- The policy requires cleanup to prevent legal or operational contradictions.

## 6. Website Calendars, Agendas & Public Communication Issues

Residents again expressed frustration that:

- The **homepage calendar** and the **agenda calendar** do not match.
- Meeting dates differ between CivicPlus and Municode.

Staff explained:

- Each system populates dates differently—one auto-loads recurring meetings, the other must be manually updated.
- Cancellations or reschedules lead to mismatch.

Council direction:

- Synchronize all calendars.
- Establish a standard update schedule.
- Improve the clarity and accessibility of meeting postings.

## 7. Tone, Conduct & Meeting Format Reflections

Council members noted:

- The workshop format was productive and facilitated **civil, open dialogue**.
- Residents were able to voice concerns without the constraints of formal parliamentary procedure.
- Council emphasized the importance of **respectful disagreement** and maintaining constructive discussions, even on difficult issues.

Members expressed interest in conducting more sessions in this collaborative style.

## 8. Budget Process & Agenda Management

Council and residents revisited past concerns about:

- Overly long budget meetings due to engineering and consultant presentations.
- Lack of clear separation between **budget-only** meetings and other topical presentations.

Suggestions included:

- Holding technical reports (e.g., drainage, planning) in workshops rather than budget hearings.
- Ensuring agendas include only items with complete backup.

## 9. Broader Structural Issues Raised by Council & Public

### 9.1. FDA (Flood Development Application) Process



Residents described:

- Months-long delays
- Conflicting interpretations
- High engineering costs
- Severe hardship for agricultural properties

Council acknowledged:

- The process is **overly burdensome**.
  - Some interpretations may be stricter than FEMA standards require.
  - The process must be **streamlined** and made more predictable.
- 

## 9.2. Tree Mitigation & Agricultural Conflicts

Residents and council discussed:

- Tree mitigation rules that penalize owners who preserve canopy
- Lack of alignment with agricultural exemptions
- High costs creating inequitable outcomes

Council agreed:

- The ULDC tree sections require **major review and revision**.
- 

## 9.3. Townwide Priorities and Strategic Planning

Council identified recurring top themes across members:

- Code enforcement consistency
- Communication improvements
- Infrastructure—drainage and mobility
- ULDC cleanup
- Vested-rights issues
- Public-interest trail connectivity

Council plans to:

- Combine individual lists
  - Rank priorities at a future session
  - Use them to guide a formal strategic plan
- 

## **10. Adjournment**

The December 2 workshop concluded with a commitment to:

- Improving communication
- Cleaning up internal procedures
- Addressing structural issues that affect residents daily
- Bringing back a consolidated priority list for ranking at an upcoming meeting

# TOWN OF LOXAHATCHEE GROVES

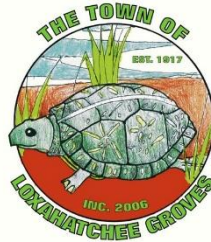
TOWN HALL COUNCIL CHAMBERS

155 F. ROAD, LOXAHATCHEE GROVES, FL 33470

## TOWN COUNCIL WORKSHOP MEETING

### MINUTES

JANUARY 20, 2026



### Meeting Summary – Special Workshop

The Town Council convened a special workshop meeting to address law enforcement services, legislative advocacy efforts, code enforcement concerns, operational workflow improvements, and long-range planning initiatives. The meeting opened with the Pledge of Allegiance, a moment of silence, roll call, and unanimous approval of the agenda.

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### 1. Law Enforcement Services / PBSO Contract Discussion

The Town Attorney provided a detailed legal and contractual update regarding the Palm Beach County Sheriff's Office (PBSO) law enforcement services agreement. He explained that since the January 6 meeting, PBSO's attorneys advised they would not agree to a mutual termination and release agreement and asserted the Town was in breach for non-payment. PBSO further stated that enhanced contractual services ceased as of January 13, with the Town thereafter receiving services consistent with unincorporated areas of the County.

The Attorney clarified:

- The contract contains **no prevailing-party attorney's fees provision** and **no late-payment penalties**.
- Attorney's fees could only arise under limited statutory circumstances, such as frivolous litigation or bad-faith intergovernmental negotiations.
- The Town Charter allows law enforcement services by contract but does **not** mandate maintaining a police force, nor does it require a contract if an ordinance to the contrary is in place.

- Ordinance 24-05 was previously adopted to address the possibility of operating without a sheriff's contract.
- If litigation occurred, the Town would assert that payment is only due for **services actually rendered**, especially given statements indicating services may have ceased as early as December.

Council discussion emphasized that the issue was not the Town's ability to pay but rather fiscal responsibility. Several members stated that the premium cost of the contract was disproportionate given the Town's size, population, and low crime rate, and that funds could be better used for infrastructure needs. Others expressed concern about paying for months when services were allegedly not provided and discussed the importance of following contractual notice requirements.

Multiple motions were debated:

- A motion to reinstate payments while reserving the right to negotiate service gaps and pursue termination per the contract timeline passed.
- A subsequent motion to approve and transmit a **mutual termination and release agreement** to PBSO for formal consideration, while continuing non-payment due to lack of services, passed on a **3–2 vote**, giving staff direction to proceed with negotiations.

---

## 2. Legislative Session & Tallahassee Update

Councilmembers who attended meetings in Tallahassee reported on legislative advocacy efforts. They described productive meetings with state legislators, the Governor's office, and the Department of Commerce, noting strong engagement and unusually high attendance from state agencies.

Key points included:

- Clarification that the Town's rural or economic designation did not disqualify it from previously awarded or pending grants.
- Confirmation that several infrastructure-related grant requests remain in the pipeline and would not require matching funds.
- Positive feedback on the Town's presentation of its unique gravity-based drainage system and aging infrastructure.
- Acknowledgment that the Town's lobbyists played a critical role in securing access to key decision-makers and ensuring deadlines and procedures were properly followed.

Councilmembers expressed cautious optimism that the advocacy efforts would yield funding, even if not at the full requested levels.

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### 3. Code Enforcement – Driveway Sight Triangles

The Council discussed concerns raised by residents regarding recent notices of violation related to driveway sight triangles. It was noted that the existing code language is vague, diagrams are inconsistent, and enforcement standards are unclear—particularly for older properties and agricultural parcels.

By consensus, the Council directed staff to:

- **Suspend enforcement** of driveway sight triangle violations.
- Refer the issue to the Unified Land Development Code (ULDC) review process.
- Clarify standards, diagrams, and applicability, with particular attention to pre-existing conditions and agricultural properties.

The Council emphasized the importance of public safety while also ensuring fair, consistent, and clearly defined enforcement.

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### 4. Strategic Plan and Workflow Management (Asana)

Council reviewed the Town's current strategic plan language and discussed the need to finalize updates by March 1. Emphasis was placed on accountability, measurable performance metrics, and improved internal communication.

The use of **Asana**, a workflow and task management platform, was discussed as a tool to improve coordination and follow-through. The Town Clerk recommended formal training to ensure staff are using the system effectively.

Council direction included:

- Bringing back a formal proposal for Asana training, including cost details.
- Ensuring staff receive adequate training and accountability for system use.
- Recognizing that improved workflow management supports transparency and succession planning.

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### 5. Council Project Updates

#### Town Anniversary Planning

A councilmember provided an update on preliminary planning for a future Town anniversary celebration. Ideas included:

- A commemorative publication or booklet.
- Combining anniversary events with existing celebrations such as Veterans Day or Founders Day.
- Establishing a preliminary working budget of approximately \$20,000, with the understanding that actual costs may be lower.

Councilmembers were asked to consider the concept and provide feedback before formal budget discussions.

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## 6. Public Comment

Public comments addressed several topics, including:

- Concerns about notification to property owners regarding a proposed road name change and whether proper notice periods were being followed.
- Clarification of historical road names referenced in local publications.
- The importance of recognizing agriculture as a commercial activity when discussing state grants and infrastructure funding.
- Comments regarding disclosure of potential conflicts of interest and transparency in council decision-making.

Councilmembers responded by clarifying past actions, explaining procedural steps, and reaffirming commitments to transparency and public engagement.

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## Conclusion

The workshop concluded with clear direction to:

- Continue negotiations with PBSO under the framework approved by Council.
- Advance legislative and grant efforts with state partners.
- Pause and reevaluate certain code enforcement actions.
- Improve internal workflow and finalize strategic planning efforts.

No final adjournment vote was required, as the workshop transitioned through multiple discussion items and concluded after all agenda topics were addressed.







155 F Road Loxahatchee Groves, FL 33470

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

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

**DATE: February 3, 2026**

**SUBJECT: Consideration of *Resolution No. 2026-06* accepting an easements for Roadway, Drainage and Utility purposes from the property owner of 15405 Fortner Drive and a Drainage and Utility easement from the property owner of 852 Hyde Park Road**

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**Background:**

The Town Council must accept the easements in accordance with Section 05-085 of Article 05 “Administrative and Legal Provisions” of Part I “Administration and Definitions of the Town’s ULDC.

The Town has received an easement for Roadway, Drainage, and Utility purposes from the property owners of 15405 Fortner Drive. The easement is attached as an Exhibit “A” to Resolution 2026-06. The easement will allow for improvements to the roadway drainage.

The Town has received an easement for Drainage, and Utility purposes from the property owners of 852 Hyde Park Road. The easement is attached as an Exhibit to Resolution 2026-06. The easement allows for a drainage connection from Hyde Park Road to the F Road Canal.

**Recommendation:** Move that Town Council adopt *Resolution No. 2026-06* accepting the easements over the property identified therein.

## TOWN OF LOXAHATCHEE GROVES

### RESOLUTION NO. 2026-06

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ACCEPTING EASEMENTS FROM THE PROPERTY OWNERS OF 15405 FORTNER DRIVE AND 852 HYDE PARK ROAD; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Loxahatchee Groves desires to obtain Easements for Roadway, Drainage, and Utility purposes; and

**WHEREAS**, specifically, the Town has been offered easements for road, drainage, and utility purposes over a portion of the property located at 15405 Fortner Drive and a drainage/utility easement over the Northern portion of 852 Hyde Park Road.

**WHEREAS**, the easements are attached as Exhibits; and

**WHEREAS**, pursuant to Section 05-085 of the Town's Unified Land Development Code and Town Council adopted procedures, all easements must be accepted by the Town Council prior to recording.

**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 upon adoption hereof.

**Section 2.** The Town Council hereby accepts the easements presented and attached hereto. Upon approval by the Town Attorney, the Mayor is authorized to execute the Easements on behalf of the Town and Town staff is directed to have said Easements recorded in the public records.

**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 upon its adoption.

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

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF  
LOXAHATCHEE GROVES, FLORIDA, THIS 3<sup>rd</sup> DAY OF FEBRUARY, 2026.**

**ATTEST:**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

\_\_\_\_\_  
Valerie Oakes, Town Clerk

\_\_\_\_\_  
Mayor Anita Kane, Seat 3

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
Vice Mayor Margaret Herzog, Seat 5

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

\_\_\_\_\_  
Councilmember Todd McLendon, Seat 1

\_\_\_\_\_  
Councilmember Lisa El-Ramey, Seat 2

\_\_\_\_\_  
Councilmember Paul Coleman II, Seat 4

Prepared by and return to:  
 Town of Loxahatchee Groves  
 155 F Road  
 Loxahatchee Groves, FL 33470

## ROADWAY/DRAINAGE/UTILITY EASEMENT AGREEMENT

THIS GRANT OF A ROADWAY/DRAINAGE/UTILITY EASEMENT ("Easement") is made and entered into this 8<sup>th</sup> day of July, 2025, by and between **Fresnel Osirus and Lucienne Osirus, as Trustees, and the Osirus Family Trust under Agreement dated November 15, 2022**, with a mailing address of 15405 Fortner Drive, Loxahatchee Groves, Florida 33470, hereinafter referred to as the "GRANTOR," and the **TOWN OF LOXAHATCHEE GROVES**, a municipal corporation, in Palm Beach County, Florida, hereinafter referred to as the "GRANTEE," with a mailing address of 155 F Road, Loxahatchee Groves, FL 33470.

### WITNESSETH:

THAT, the GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the GRANTEE and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the GRANTEE, its agents, successors and assigns, perpetual roadway/drainage/utility easement over, under and across that certain real property owned by the GRANTOR which is located at 15405 Fortner Drive, Loxahatchee Groves, Florida and more particularly described in **Exhibit "A"** attached hereto ("Easement Property") and incorporated herein.

The GRANTOR represents and warrants to the GRANTEE that GRANTOR is in exclusive possession of the Easement Property and owns fee simple title to the Easement Property and that it has good and lawful right to grant this Easement. The GRANTOR hereby grants this Easement subject only to comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority.

This Easement shall permit the GRANTEE, its employees, agents, contractors, subcontractors, consultants and licensees and each of the aforementioned party's successors and assigns, to enter upon and use the Easement Property at any time and from time to time to install, construct, reconstruct, operate, inspect, maintain, service, remove, relocate, repair, replace and improve the roadway/drainage/utility improvements therein. The GRANTOR, or its successors or assigns, shall not construct any structure or other improvement upon the Easement Property or engage in any use of the surface of the Easement Property which is inconsistent or interferes with the rights of the GRANTEE under this Easement.

The GRANTEE shall have the right, but not the obligation, to clear the Easement Property and keep it cleared of all trees, undergrowth or other obstructions and the right to trim, cut or remove all trees located within or outside the Easement Property which might interfere with the GRANTEE's use of the Easement Property as permitted hereby. The GRANTEE shall

use the Easement Property in accordance with all applicable laws, rules and regulations of governmental authorities having jurisdiction over the Easement Property or use thereof as herein provided. If applicable, the GRANTEE acknowledges that any existing fence and/or landscaping are not an obstruction and will not be removed by the GRANTEE; however, if the existing fence and/or landscaping becomes an obstruction, GRANTEE agrees to remove said fence and/or landscaping at GRANTEE's expense. Any replacement fencing and/or landscaping must be placed outside the Easement Property. The GRANTEE may remove any pavement within the Easement Property in its sole discretion.

This Easement shall continue unless or until GRANTEE terminates its rights herein provided by written notice to the GRANTOR, its successors or assigns. Neither the failure to use the Easement Property nor the abandonment of the Easement Property shall constitute or be construed as a termination of this Easement. This Easement grants to the GRANTEE, its successors and assigns the exclusive right to use the Easement Property above, on and below its surface.

This Easement shall run with the land and shall be binding upon the GRANTOR, all parties entitled to use or possession of the Easement Property by or through the GRANTOR, including lessees, and the successors and assigns of each of the aforementioned parties unless or until this easement is terminated as hereinabove provided. This Easement shall be binding upon the parties hereto and their respective successors and assigns.

**[Remainder of page intentionally left blank; signature page to follow]**



IN WITNESS WHEREOF, the parties have executed this easement on the day and year first above written.

## WITNESSES:

By: [Signature]

Witness name: Richard Gallant \_\_\_\_\_

Witness address: 155 F Rd Loxahatchee Groves \_\_\_\_\_

By: Angela RomeroWitness name: Angela Romero

Witness address: 155 F Rd Loxahatchee Groves \_\_\_\_\_

## GRANTOR:

By: [Signature]By: Fresnel OsirusOsirusBy: Lucienne OsirusN/ABy: N/A

## STATE OF FLORIDA

## COUNTY OF PALM BEACH

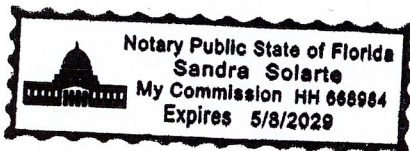
The foregoing instrument was acknowledged and subscribed before me by means of [ ] physical presence or [ ] online notarization, this Eighth day of July, 2025, by Fresnel + Lucienne Osirus, who are [ ] personally known to me or [x] produced Driver's License as identification.

[Signature]

(Signature of Notary Public-State of Florida)

Sandra Solarte

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



## GRANTEE ACCEPTANCE:

## TOWN OF LOXAHATCHEE GROVES

ATTEST:

By: \_\_\_\_\_

Anita Kane, Mayor

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

Approved as to form  
and legal sufficiency

By: \_\_\_\_\_

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

**EXHIBIT "A"**  
**LEGAL DESCRIPTION AND SKETCH**  
**THIS IS NOT A SURVEY**

PAGE 1 OF 2

**DESCRIPTION :**

THE WEST 30 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

THE WEST HALF ( $W\frac{1}{2}$ ) OF THE NORTH HALF ( $N\frac{1}{2}$ ) OF TRACT 19, BLOCK B, LOXAHATCHEE GROVES,  
 ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND  
 FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 12, PAGE 29, SAID LANDS SITUATE, LYING  
 AND BEING IN PALM BEACH COUNTY, FLORIDA.  
 CONTAINING 2,107 SQUARE FEET±.

**SURVEYORS' NOTES:**

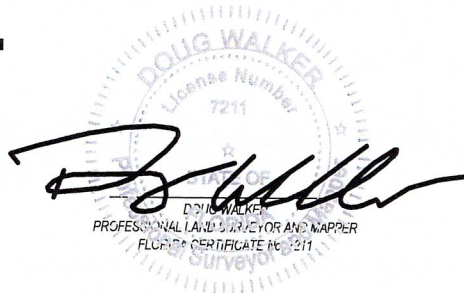
1. THIS SKETCH OF DESCRIPTION MEETS STANDARDS OF PRACTICE SET FORTH  
 IN RULE 5J-17.050-.052, FLORIDA  
 ADMINISTRATIVE CODE, PURSUANT TO FLORIDA STATUTES.
2. THIS FIRM'S CERTIFICATE OF AUTHORIZATION NUMBER IS LB 8261.
3. THIS SKETCH AND LEGAL DESCRIPTION IS NOT VALID WITHOUT  
 THE SIGNATURE AND RAISED SEAL OF THE SURVEYOR AND  
 MAPPER NAMED HEREON.
4. THIS SKETCH AND LEGAL IS BASED ON A SURVEY PREPARED  
 BY THIS OFFICE.

Doug Walker Digitally signed  
 by Doug Walker  
 Date: 2025.06.18  
 16:49:24 -04'00'



**PRINCIPAL  
 MERIDIAN  
 SURVEYING INC.**

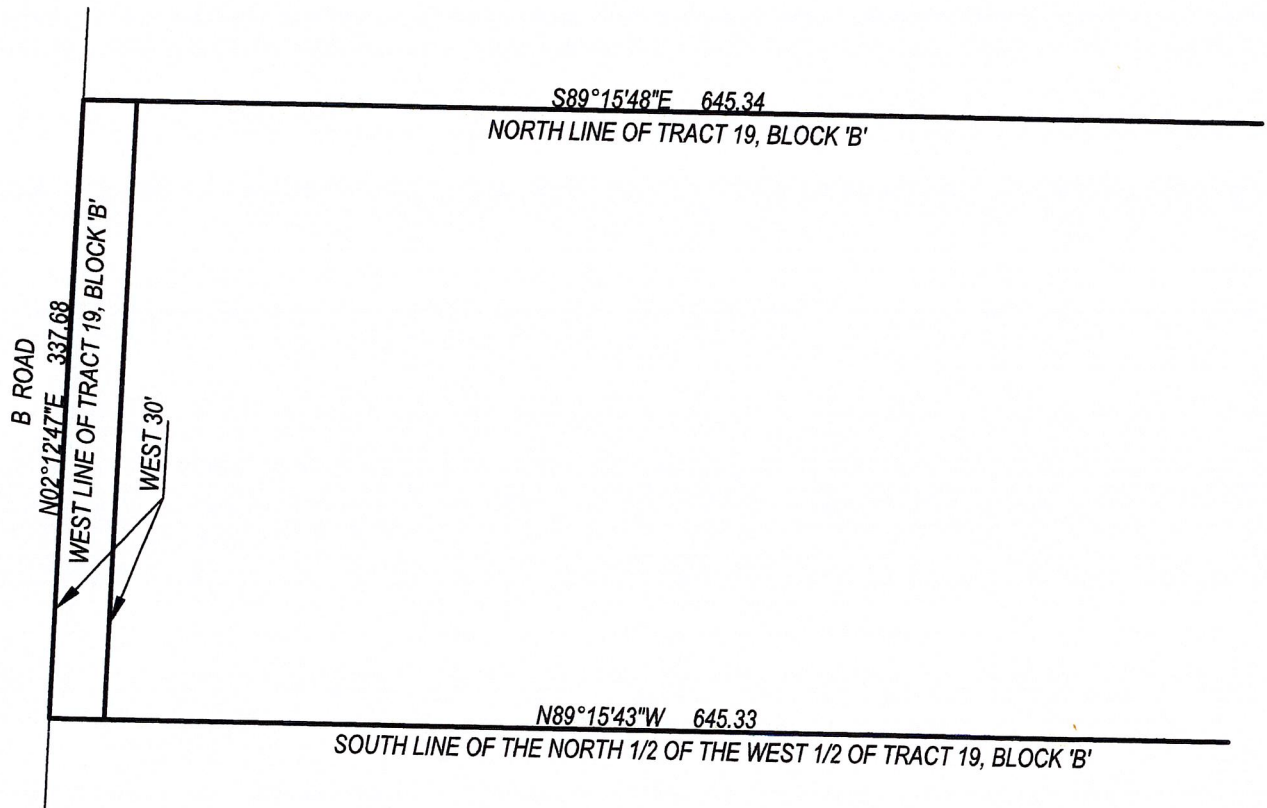
4546 CAMBRIDGE STREET  
 WEST PALM BEACH, FL 33415  
 PHONE 833.478.7764 / FAX 561.478.1094  
 WWW.PMSURVEYING.NET  
 JOB#S21-0866



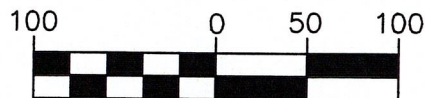
DATE: 04-20-25

**EXHIBIT "A"**  
**LEGAL DESCRIPTION AND SKETCH**  
**THIS IS NOT A SURVEY**

PAGE 2 OF 2



GRAPHIC SCALE

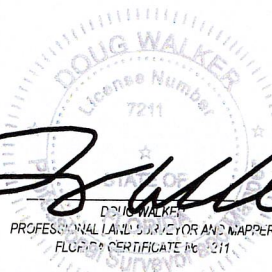


1 INCH = 100 FT.



**PRINCIPAL  
 MERIDIAN  
 SURVEYING INC.**

4546 CAMBRIDGE STREET  
 WEST PALM BEACH, FL 33415  
 PHONE 833.478.7764 / FAX 561.478.1094  
 WWW.PMSURVEYING.NET  
 JOB#S21-0866



DATE: 04-20-25



Prepared by and return to:  
 Town of Loxahatchee Groves  
 155 F Road  
 Loxahatchee Groves, FL 33470

## DRAINAGE/UTILITY EASEMENT AGREEMENT

THIS GRANT OF A DRAINAGE/UTILITY EASEMENT ("Easement") is made and entered into this 4 day of Sept, 2025, by and between **LAURA GREENSTREET**, mailing address of 852 Hyde Park Road, Loxahatchee Groves, Florida 33470, hereinafter referred to as the "GRANTOR," and the **TOWN OF LOXAHATCHEE GROVES**, a municipal corporation, in Palm Beach County, Florida, hereinafter referred to as the "GRANTEE," with a mailing address of 155 F Road, Loxahatchee Groves, Florida 33470.

### WITNESSETH:

THAT, the GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the GRANTEE and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the GRANTEE, its agents, successors and assigns, perpetual drainage/utility easement over, under and across that certain real property owned by the GRANTOR which is located at 852 Hyde Park Road, Loxahatchee Groves, Florida and more particularly described in **Exhibit "A"** attached hereto ("Easement Property") and incorporated herein.

The GRANTOR represents and warrants to the GRANTEE that GRANTOR is in exclusive possession of the Easement Property and owns fee simple title to the Easement Property and that it has good and lawful right to grant this Easement. The GRANTOR hereby grants this Easement subject only to comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority.

This Easement shall permit the GRANTEE, its employees, agents, contractors, subcontractors, consultants and licensees and each of the aforementioned party's successors and assigns, to enter upon and use the Easement Property at any time and from time to time to install, construct, reconstruct, operate, inspect, maintain, service, remove, relocate, repair, replace and improve the roadway/drainage/utility improvements therein. The GRANTOR, or its successors or assigns, shall not construct any structure or other improvement upon the Easement Property or engage in any use of the surface of the Easement Property which is inconsistent or interferes with the rights of the GRANTEE under this Easement.

The GRANTEE shall have the right, but not the obligation, to clear the Easement Property and keep it cleared of all trees, undergrowth or other obstructions and the right to trim, cut or remove all trees located within or outside the Easement Property which might interfere with the GRANTEE's use of the Easement Property as permitted hereby. The GRANTEE shall use the Easement Property in accordance with all applicable laws, rules and regulations of governmental authorities having jurisdiction over the Easement Property or use thereof as herein

provided. The GRANTEE acknowledges that the existing fence and landscaping are not an obstruction and will not be removed by the GRANTEE; however, new and replacement fencing and landscaping must be placed outside the Easement Property. The GRANTEE may remove any pavement within the Easement Property in its sole discretion.

This Easement shall continue unless or until GRANTEE terminates its rights herein provided by written notice to the GRANTOR, its successors or assigns. Neither the failure to use the Easement Property nor the abandonment of the Easement Property shall constitute or be construed as a termination of this Easement. This Easement grant to the GRANTEE, its successors and assigns the exclusive right to use the Easement Property above, on and below its surface.

This Easement shall run with the land and shall be binding upon the GRANTOR, all parties entitled to use or possession of the Easement Property by or through the GRANTOR, including lessees, and the successors and assigns of each of the aforementioned parties unless or until this easement is terminated as hereinabove provided. This Easement shall be binding upon the parties hereto and their respective successors and assigns.

**[Remainder of page intentionally left blank; signature page to follow]**



IN WITNESS WHEREOF, the parties have executed this easement on the day and year first above written.

WITNESSES:

By: \_\_\_\_\_

Witness name: Craig Lower

Witness address: 11614 Bodson Dr. WPB FL 33411

By: \_\_\_\_\_

Witness name: Sandra Sobiech

Witness address: 155 F Rd., Loxahatchee Groves FL 33470

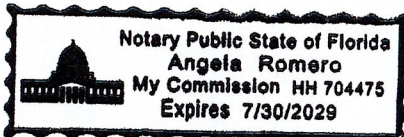
GRANTOR:

Laura Greenstreet

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged and subscribed before me by means of [ ☒ ] physical presence or [ ] online notarization, this 4 day of September, 2025, by Laura Greenstreet, who are [ ] personally known to me or [ ☒ ] produced Driver License as identification.

Angela Romero  
(Signature of Notary Public-State of Florida)



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

**GRANTEE ACCEPTANCE:**

**TOWN OF LOXAHATCHEE GROVES**

ATTEST:

By: \_\_\_\_\_

Anita Kane, Mayor

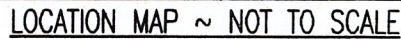
\_\_\_\_\_  
Town Clerk

Approved as to form  
and legal sufficiency

By: \_\_\_\_\_

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





A PORTION OF THE SOUTH HALF (S 1/2)  
OF THE WEST HALF (W 1/2) OF THE  
EAST HALF (E 1/2) OF TRACT 2, BLOCK  
'E', (P.B. 12, PG. 29, P.B.C.R.)

SURVEYORS' NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
2. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SKETCH THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY KESHAVARZ & ASSOCIATES, INC.
3. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.050-.052, OF THE FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.
4. THE DESCRIPTION TEXT AND THE SKETCH OF DESCRIPTION COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
5. BEARINGS SHOWN ARE REFERENCED TO GRID NORTH, BASED ON THE 1990 ADJUSTMENT OF THE NORTH AMERICAN DATUM OF 1983 (NAD 83/90) OF THE FLORIDA STATE PLANE COORDINATE SYSTEM (TRAVERSE MERCATOR PROJECTION), EAST ZONE AND ARE SHOWN FOR REFERENCES PURPOSES ONLY.
6. THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR ITS AUTHENTICATED DIGITAL EQUIVALENT OF A LICENSED SURVEYOR AND MAPPER, EMPLOYED BY KESHAVARZ & ASSOCIATES, INC.

C/L = CENTERLINE  
D.E. = DRAINAGE EASEMENT  
LB = LICENSED BUSINESS  
LS = LICENSED SURVEYOR  
O.R.B. = OFFICIAL RECORD BOOK  
P.B. = PLAT BOOK  
PG. = PAGE  
P.O.B. = POINT OF BEGINNING  
P.O.C. = POINT OF COMMENCEMENT  
P.O.T. = POINT OF TERMINUS  
R/W = RIGHT-OF-WAY  
U.E. = UTILITY EASEMENT  
 $\Delta$  = DELTA ANGLE  
R = RADIUS  
L = ARC LENGTH  
C = CHORD LENGTH  
C.B. = CHORD BEARING

Scott F. Bryson

Digitally signed  
by Scott F  
Bryson  
Date: 2025.04.30  
12:49:33 -04'00'

Digitally signed  
by Scott F  
Bryson

Date: 2025.04.30  
12:49:33 -04'00'



Tel: (561) 689-8600 Fax: (561) 689-7476

|                      |                       |                          |
|----------------------|-----------------------|--------------------------|
| <b>DRAWN:</b> SFB    | <b>DATE:</b> 04/25/25 | <b>SCALE:</b> N/A        |
| <b>CHECKED:</b> SFB  | <b>PROJECT No:</b>    | <b>DWG No:</b> A13-1020C |
| <b>APPROVED:</b> SFB | 13-1020               | <b>SHEET No:</b> 1 OF 3  |



**EXHIBIT "A"**

A PORTION OF THE SOUTH HALF (S 1/2) OF THE  
WEST HALF (W 1/2) OF THE EAST HALF (E 1/2) OF  
TRACT 2, BLOCK 'E', (P.B. 12, PG. 29, P.B.C.R.)

**LEGAL DESCRIPTION:**

A 15.0 FOOT WIDE STRIP OF LAND BEING THE NORTH 15.00 FEET OF THE SOUTH HALF (S 1/2) OF THE WEST HALF (W 1/2) OF THE EAST HALF (E 1/2) OF TRACT 2, BLOCK 'E', LOXAHATCHEE GROVES, PLAT BOOK 12, PAGE 29, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, THE SAID 15.0 FOOT WIDE STRIP ALSO BEING A PORTION OF THAT A CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 34689, PAGE 425, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, WITH THE SAID 15.0 FOOT WIDE STRIP BEING BOUNDED ON FOUR (4) SIDES BY THE FOLLOWING DESCRIBED LINES;

BOUNDED ON THE NORTH BY THE NORTH LINE OF THE SOUTH HALF (S 1/2) OF THE WEST HALF (W 1/2) OF THE EAST HALF (E 1/2) OF SAID TRACT 2, BLOCK E;

BOUNDED ON THE EAST BY THE EAST LINE OF THE SOUTH HALF (S 1/2) OF THE WEST HALF (W 1/2) OF THE EAST HALF (E 1/2) OF SAID TRACT 2, BLOCK E;

BOUNDED ON THE SOUTH BY A LINE PARALLEL WITH AND 15.0 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SAID NORTH LINE OF THE SAID SOUTH HALF (S 1/2) OF THE WEST HALF (W 1/2) OF THE EAST HALF (E 1/2) OF SAID TRACT 2, BLOCK E;

BOUNDED ON THE WEST BY THE WEST LINE OF THE SOUTH HALF (S 1/2) OF THE WEST HALF (W 1/2) OF THE EAST HALF (E 1/2) OF SAID TRACT 2, BLOCK E.

CONTAINING IN ALL 9,679.75 SQUARE FEET AND/OR 0.22 ACRES, MORE OR LESS.

852 HYDE PARK ROAD  
LOXAHATCHEE, FL., 33470



**KESHAVARZ & ASSOCIATES**

Civil Engineers • Land Surveyors

711 North Dixie Highway, Suite 201

West Palm Beach, Florida 33401

Tel: (561) 689-8600 Fax: (561) 689-7476

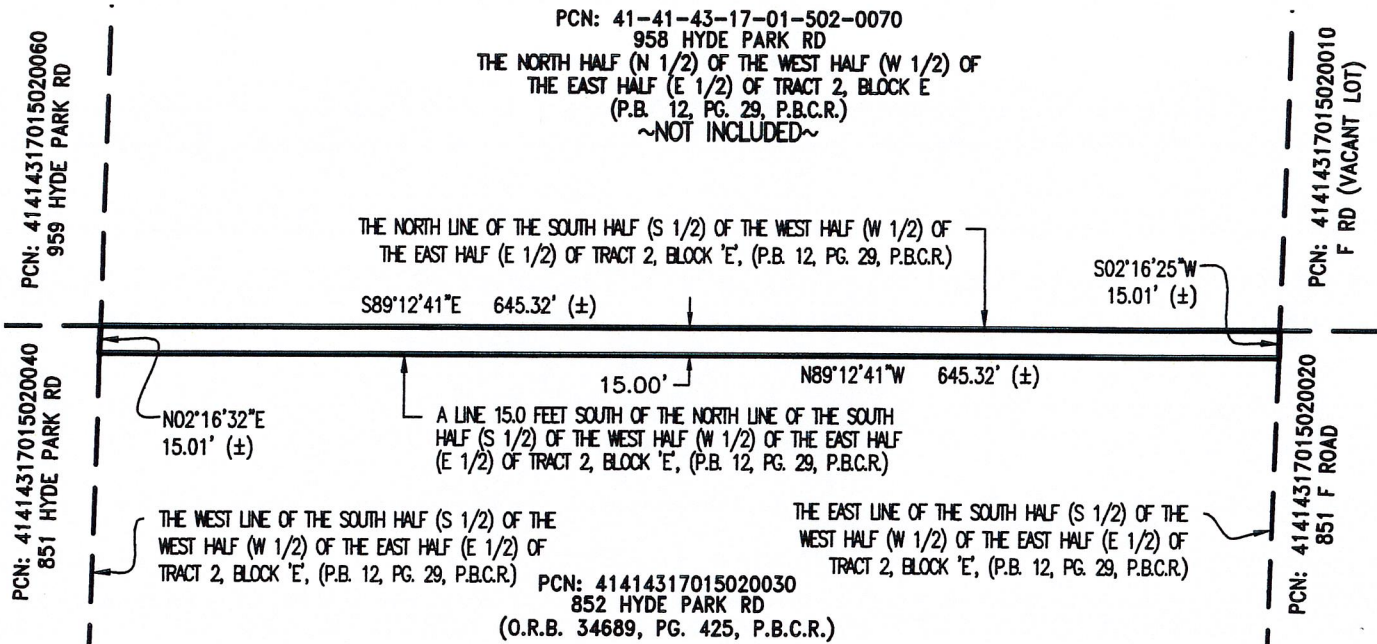
**DESCRIPTION & SKETCH PREPARED FOR:**  
**TOWN OF LOXAHATCHEE GROVES**

**DRAINAGE EASEMENT**

|                      |                            |                          |
|----------------------|----------------------------|--------------------------|
| <b>DRAWN:</b> SFB    | <b>DATE:</b> 04/25/25      | <b>SCALE:</b> N/A        |
| <b>CHECKED:</b> SFB  | <b>PROJECT No:</b> 13-1020 | <b>DWG No:</b> A13-1020C |
| <b>APPROVED:</b> SFB |                            | <b>SHEET No:</b> 2 OF 3  |

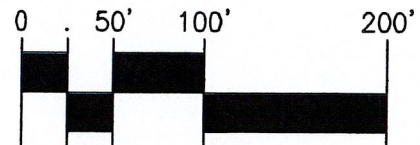
## EXHIBIT "A"

A PORTION OF THE SOUTH HALF (S 1/2) OF THE  
WEST HALF (W 1/2) OF THE EAST HALF (E 1/2) OF  
TRACT 2, BLOCK 'E', (P.B. 12, PG. 29, P.B.C.R.)



852 HYDE PARK ROAD  
LOXAHATCHEE, FL., 33470

GRAPHIC SCALE



**KESHAVARZ & ASSOCIATES**

Civil Engineers • Land Surveyors

711 North Dixie Highway, Suite 201

West Palm Beach, Florida 33401

Tel: (561) 689-8600 Fax: (561) 689-7476

DESCRIPTION & SKETCH PREPARED FOR:  
TOWN OF LOXAHATCHEE GROVES

DRAINAGE EASEMENT

|               |                     |                   |
|---------------|---------------------|-------------------|
| DRAWN: SFB    | DATE: 04/25/25      | SCALE: 1"=100'    |
| CHECKED: SFB  | PROJECT No: 13-1020 | DWG No: A13-1020B |
| APPROVED: SFB |                     | SHEET No: 3 OF 3  |



155 F Road Loxahatchee Groves, FL 33470

**TO: Town Council of Town of Loxahatchee Groves**  
**FROM: Jeffrey S. Kurtz, Town Attorney**  
**DATE: February 3, 2026**  
**SUBJECT: Direction with respect to the Sheriff's Contract**

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**Background:**

Attached please find correspondence with the PBSO's attorney relative to the Council's motion and offer to the resolve the contract dispute.

PBSO indicated they would not be willing to provide school speed zone camera enforcement at no additional cost to the Town. They are willing to provide the service at an equivalent cost to what that they are charging other municipalities.

Their letter sought clarification as to the term "not challenge" and indicated they would be unwilling to accept that if it meant they could not speak to elected officials at the state and local level on the subject. I responded that my interpretation of that language was they would not seek a legal challenge of the Town's right to not provide additional law enforcement services. I am anticipating further discussion on this subject prior to the meeting. Obviously, the resolution of this issue should include a prohibition on PBSO challenging the Town's incorporation status through a court proceeding or political lobbying effort.

I will provide an update on the discussions at the Council meeting.

**Recommendation:**

Discussion and direction with respect to the Town's contract with PBSO.



**From:** Jeff Kurtz  
**Sent:** Wednesday, January 28, 2026 4:46 PM  
**To:** mplummer@gunster.com <mplummer@gunster.com>  
**Cc:** lhagan@gunster.com <lhagan@gunster.com>  
**Subject:** Potential resolution of PBSO contract dispute with Loxahatchee Groves

Item 9.

Meredith,

Attached please find a listing of the substantive elements of a motion that the Loxahatchee Groves Town Council passed at their Monday January 25<sup>th</sup> meeting. I believe the motion is in line with the discussions you and I had. While the dates service ended may be in dispute, realistically finalizing this understanding will probably have a resumption date that would allow for the two-month credit, if it is agreeable to the Sheriff. Once you have had a chance to review this proposal with your client, please give me a call to discuss how we want to memorialize the agreement, if PBSO finds the terms acceptable. If you need clarification of the intent of any of the provisions, please give me a call. I can be reached at 561-307-5253. I am hopeful this offer of resolution and resumption of the agreement with a termination date of October 1, 2026, is acceptable.

Thanks

Jeff

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

Cell: 561-307-5253

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



DISCLAIMER: This communication may be confidential or legally privileged. If you are not the intended recipient, please do not read or disclose to others; please notify the sender by reply mail, and; please delete this communication from your system. Failure to follow this process may be unlawful. Thank you for your cooperation. RESPONSE: Due to the large number of emails, email filters, correspondence, calls and voicemails received by this office, not every message can be acknowledged or processed within the same time frame. Please follow up with Town offices during regular business hours if you do not receive timely response, to confirm a meeting time, or for return correspondence confirmation. PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the Town of Loxahatchee Groves officials and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. The views expressed in this message may not necessarily reflect those of the Town of Loxahatchee Groves. If you have received this message in error, please notify us immediately by replying to this message, and please delete it from your computer. Thank you. [NO-LEGAL-FOOTER]

1. Resume payments for February to September 2026
2. Provide notice of termination per contract to end October 1, 2026
3. PBSO agrees to not challenge that we are not required to provide law enforcement services above standard county service
4. PBSO agrees to forgo attempt to collect for the two months of service
5. PBSO will take care of all Red Speed up until October 1<sup>st</sup>
6. Agreement will be signed by all parties before payments are resumed
7. Staff continues to negotiate a contract that suits Loxahatchee Groves residents and PBSO
8. Town Attorney sign contract to ensure legal sufficiency before payment is made for February payment
9. There is no severability (It either happens or none happens.)



**From:** Hagan, Lisa <LHagan@gunster.com>  
**Sent:** Friday, January 30, 2026 12:33 PM  
**To:** Jeff Kurtz <jkurtz@loxahatchee grovesfl.gov>  
**Cc:** Plummer, Meredith <MPlummer@gunster.com>  
**Subject:** PBSO / Town of Loxahatchee Groves: Letter to J. Kurtz, Attorney for Town of Loxahatchee Groves  
[decrypt]

Good afternoon, Mr. Kurtz. Please see attached letter. Thank you and have a nice Friday.



**Lisa A. Hagan** | Legal Administrative Assistant to  
Joseph G. Santoro, Esq., Roger W. Feicht, Esq.  
and Meredith B. Plummer, Esq.  
777 South Flagler Drive, Suite 500 East  
West Palm Beach, FL 33401  
p 561.655.1980  
[gunster.com](http://gunster.com) | [lhagan@gunster.com](mailto:lhagan@gunster.com)

DISCLAIMER: This communication may be confidential or legally privileged. If you are not the intended recipient, please do not read or disclose to others; please notify the sender by reply mail, and; please delete this communication from your system. Failure to follow this process may be unlawful. Thank you for your cooperation. RESPONSE: Due to the large number of emails, email filters, correspondence, calls and voicemails received by this office, not every message can be acknowledged or processed within the same time frame. Please follow up with Town offices during regular business hours if you do not receive timely response, to confirm a meeting time, or for return correspondence confirmation.

---

**From:** Jeff Kurtz <jkurtz@loxahatcheegrovesfl.gov>  
**Sent:** Friday, January 30, 2026 1:01 PM  
**To:** Plummer, Meredith <MPlummer@gunster.com>  
**Cc:** lhagan@gunster.com <lhagan@gunster.com>  
**Subject:** Re: PBSO / Town of Loxahatchee Groves: Letter to J. Kurtz, Attorney for Town of Loxahatchee Groves [decrypt]

Meredith,

Thank you for the response.

My understanding of the "not challenge" provision of the motion, is that upon the Town giving PBSO notice of the termination of the agreement effective October 1, 2026, the parties would mutually release each other from any further obligations under the agreement beyond that termination date and PBSO would agree not to file a lawsuit alleging the Town had an obligation to provide law enforcement services under the Town's charter and/or Florida law. Please give me a call at your earliest convenience, at 561-307-5253, as I will be reporting back to the Town Council on Tuesday, February 3, 2026, on the status of our negotiations.

Sincerely,

Jeff

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

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



January 30, 2026

**VIA EMAIL**

Jeffrey S. Kurtz, Esq., Town Attorney  
Town of Loxahatchee Groves  
155 F Road  
Loxahatchee Groves, FL 33470  
[jkurtz@loxahatcheegrovesfl.gov](mailto:jkurtz@loxahatcheegrovesfl.gov)

**Re: Town of Loxahatchee Groves' January 26, 2026 Proposed Resolution**

Dear Mr. Kurtz:

We received your email containing a summary of the proposed resolution to the issue of the Town's material breach of its contract with the PBSO, as approved by the Town's council on Monday, January 26, 2026.

PBSO's response to the proposed resolution is as follows:

1. **Proposed waiver of payments for corresponding period of suspended services.**  
PBSO is willing to agree to waive the Town's payments for a period beginning on December 17, 2025 through a date in February that the parties mutually agree to resume their respective performance of the contract. PBSO proposes that those services and payment obligations resume on February 10, 2026. Therefore, the Town is urged to consider and execute on this matter quickly. PBSO's waiver of the Town's non-payment between those specific dates is expressly conditioned upon each of the following taking place: (a) the Town pay the prorated amount for the period between December 1, 2025 through December 17, 2025, within ten days of a signed agreement; (b) the Town pay for the prorated month of February 2026 within ten days of a signed agreement; and (c) the Town timely pay all remaining payments due under the contract through the conclusion of the Term. If any of these conditions fail, PBSO's waiver would be deemed null and void. This addresses points 1 and 4 of the Town's proposal.
2. **The Town's election to no longer have a police force after the conclusion of the contract.** The Town's election on this point is not something for PBSO to agree or not to agree, as it is purely a matter for the Town. What the Town elects to do after the conclusion of the Term of the Contract is unknown to PBSO and whether those actions are compliant with the Town's charter is an issue solely for the Town and the governing authorities to determine. The Town has asked in its proposal for PBSO "not to challenge" this presumed future election. It is unclear exactly what the Town is seeking by this proposal. However, to the extent that Town is asking PBSO to not communicate with

Francine L. Ramaglia, Town Manager and  
Jeffrey S. Kurtz, Esq., Town Attorney  
Town of Loxahatchee Groves  
January 30, 2026  
Page 2

state or local government officials regarding what services, if any, that PBSO is providing to the Town, PBSO cannot agree to this request. This addresses point 3 of the Town's proposal.

3. **PBSO's Provision of School Speed Zone Camera Services.** The Town's proposal demands PBSO to provide this service free of charge through the conclusion of the Term of the contract. This service was not bargained for in the parties' contract. PBSO only recently started providing this service to the Town and had not yet billed for that service, as discussions were ongoing with the Town and the parties were awaiting clarification from the state on funding-related issues. It was not PBSO's intent, nor did PBSO ever commit, to providing those services free of charge to the Town on an indefinite basis or through the remainder of the contract Term. PBSO can only offer to continue to provide these services to the Town for a charge consistent with what it charges to other municipalities. Note that there are currently 1,400 violations and 1,200 citations since the Town's breach that have not yet been processed and will not be processed unless the Town agrees to pay for these services moving forward. This addresses point 5 of the Town's proposal.

The remaining points of the Town's proposal, points 2 and 6-10, are not subject to PBSO's approval or negotiation, as they are purely matters for the Town's determination. If the Town would like to proceed with an agreement on the above points, please advise within short order.

Sincerely,

*/s/ Meredith B. Plummer*

Meredith B. Plummer





# TOWN OF LOXAHATCHEE GROVES

## TOWN COUNCIL MEETING

### AGENDA ITEM MEMORANDUM

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Item 10.

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

**FROM:** Francine L. Ramaglia, Town Manager

**DATE:** February 3, 2026

**SUBJECT:** Request for Written Legal Opinion Regarding Law Enforcement Obligations and Resulting Legal Risk

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|                           |                                   |                                       |
|---------------------------|-----------------------------------|---------------------------------------|
| <b>Legal Sufficiency:</b> | <input type="checkbox"/> Reviewed | <input type="checkbox"/> Not Reviewed |
|                           | <input type="checkbox"/> Approved | <input type="checkbox"/> Not Approved |

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#### **Background:**

The following has been requested by a Councilmember:

“I respectfully request a written legal opinion addressing the Town’s legal obligations regarding the provision of law enforcement services in light of recent actions taken by the Town Council, including the cancellation of the Palm Beach County Sheriff’s Office contract, adoption of Ordinance No. 2024-05, and the absence of an adopted law enforcement mechanism beyond September 30, 2026.

Specifically, I request clarification of the following issues under applicable Florida law and the Town Charter:

1. Whether reliance on discretionary sheriff services, absent a contract, satisfies the Town Charter’s requirement that the Town provide law enforcement services.
2. Whether payment of county taxes that fund the Sheriff’s Office creates any enforceable obligation for the Sheriff to provide a defined level of service within municipal boundaries.
3. Whether Ordinance No. 2024-05 is legally sufficient to reconcile the Town’s Charter obligations with the absence of a law enforcement contract.

In providing this opinion, I request that the analysis reference controlling Florida precedent addressing governmental discretion and police services.

The purpose of this request is to ensure the Town Council has clear legal guidance regarding its obligations and options moving forward, and that any future actions are consistent with the Town Charter and established Florida law.

I respectfully request that the written opinion be provided to the full Town Council and included on the agenda of a duly noticed public meeting.

Thank you for your attention to this request.”



**Fiscal Impact:**

N/A

**Recommendation/Motion:**

N/A



# TOWN OF LOXAHATCHEE GROVES TOWN COUNCIL MEETING AGENDA ITEM MEMORANDUM

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Item 11.

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

**FROM:** Valerie Oakes, Town Clerk

**VIA:** Francine L. Ramaglia, Town Manager

**DATE:** February 3, 2026

**SUBJECT:** Discussion of Strategic Prioritization Framework, Facilitation Proposal and Next Steps

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|                           |                                   |                                       |
|---------------------------|-----------------------------------|---------------------------------------|
| <b>Legal Sufficiency:</b> | <input type="checkbox"/> Reviewed | <input type="checkbox"/> Not Reviewed |
|                           | <input type="checkbox"/> Approved | <input type="checkbox"/> Not Approved |

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**Background:** The purpose of this agenda item is to summarize the Town’s progress in recent strategic-priority discussions, outline a structured path for completing a focused and actionable strategic plan, and present a facilitation proposal from Checree Bryant of Actuate Consulting attached. This item is intended to signal the Town’s transition from broad conversation to disciplined decision-making.

The Mayor initiated the update of the Town's strategic plan last January and led conversations to launch this project at Council meetings in March and April—starting with her State of the Town address at the first meeting following the election which was an entreaty to her strategic planning initiative.

Over the past year, the Town Council has engaged in workshops, budget deliberations, and agenda discussions that have surfaced a wide range of issues and policy areas. While these conversations have been productive, they have not yet produced a narrowed, prioritized list that can be organized into near-, mid-, and long-term action plans. At the same time, the Town continues to operate in a largely reactive environment, with new topics frequently added to agendas and many matters treated as urgent. Without a formal prioritization structure, follow-through becomes difficult, staff capacity is strained, and alignment between work programs, budgets, and Council intent remains challenging.

Council has previously received information and tools related to strategic planning and prioritization, including materials shared with both Council and the Finance Advisory and Audit Committee. We re-sent a lot of these materials to Council as requested last week.

Below are links to the Council meeting agenda items where strategic planning and priority setting was discussed. We have not included the various FY 2025 budget packages and workshops and/or FAAC meeting materials which also continued to provide priority and strategic planning related information as they have in previous years.

4/1/25 – Item 10 - <https://mccmeetings.blob.core.usgovcloudapi.net/loxahatch-pubu/MEET-Packet-fb5991073c5548c8bc85820d2f4c0574.pdf>

5/6/25 – Item 20 - <https://mccmeetings.blob.core.usgovcloudapi.net/loxahatch-pubu/MEET-Packet-8e752b675c8844808adf15a8ba8c18cd.pdf>

5/13/25 – Item 10 - <https://mccmeetings.blob.core.usgovcloudapi.net/loxahatch-pubu/MEET-Packet-2b233a508a9f41e3af349978c0ba1187.pdf>

6/3/25 – Item 17 - <https://mccmeetings.blob.core.usgovcloudapi.net/loxahatch-pubu/MEET-Packet-8f314c8cee0c40c29d2b52c5bbeef168.pdf>

11/4/25 – Item 15 - <https://mccmeetings.blob.core.usgovcloudapi.net/loxahatch-pubu/MEET-Packet-fb58338e080d4148bd48b716759fa812.pdf>

12/2/25 – Item 20 & 22 - <https://mccmeetings.blob.core.usgovcloudapi.net/loxahatch-pubu/MEET-Packet-ca6db7a6734d4180a4035a416a485c6d.pdf>

12/16/25 – Item 10 - <https://mccmeetings.blob.core.usgovcloudapi.net/loxahatch-pubu/MEET-Packet-33f553f5b5ac432e8534bfa66a7ff7cc.pdf>

Strategic priorities that require substantial staff effort or resource allocation must be formally adopted by Council before work proceeds; workshops and general direction do not authorize the expenditure of staff or consultant time. This agenda item clarifies the distinction between discussion and action and positions the Town to move from concept to execution. The foundational work—issue identification, community discussion, and theme development—is complete, and the next step is formal prioritization.

Attached are a few other resources to consider in addressing service prioritization, capacity constraints, financial sustainability and strategic filtering of initiatives.

- The priority setting service hierarchy is a model used successfully by another community tailored to some of the Town’s issues and there are sample worksheets included for two or three of the Town’s longstanding issues that we have been addressing in pieces over time.
- The priorities and potential programming matrix & related quick reference are a sample approach to take a council first pass at the items that have been discussed at the recent open workshops

The Mayor also requested an outline of a typical strategic planning process, which—while varying by organization—generally includes clarifying vision, mission, and values; conducting an

environmental scan; identifying a limited number of strategic priorities; translating those priorities into an actionable plan; establishing near-, mid-, and long-term goals; defining desired outcomes and performance metrics; communicating the plan internally and externally; allocating resources and timelines; and implementing, monitoring, and adjusting over time.

To move from broad discussion to focused direction, an independent professional facilitator will be most effective and efficient. At this stage, facilitation would center on structuring Council and staff discussions; applying objective filters related to time, resources, staff capacity, and necessity; distinguishing between strategic priorities and operational or aspirational items; and producing a focused list of priorities suitable for formal Council action. The facilitator's role is to support clarity and disciplined decision-making, not to establish policy.

Staff recommends engaging Checree Bryant of Actuate Consulting to facilitate the prioritization phase of the Town's strategic planning process. A SWOT analysis—often a foundational component of strategic planning—has already been completed with the assistance of Ms. Bryant and her firm. Because she conducted that work, she begins this phase with a strong understanding of the Town's organizational dynamics, governance challenges, and community expectations. She has continued to watch Council meetings and stay engaged with the Town's, placing her in a uniquely informed position compared to facilitators who would require time to become oriented. Her familiarity with the Town, combined with her structured and empathetic facilitation style, allows her to hit the ground running, avoid duplication, and efficiently guide a first pass at identifying and organizing actionable strategic priorities that reflect the Town's actual capacity. We have attached her proposal which can certainly be built upon as we go forward.

**Fiscal Impact:** See attached proposals.

**Recommendation/Motion:**

Staff recommends engaging Actuate Consulting to initiate and facilitate the prioritization phase of the Town's strategic planning process. Staff is seeking direction from Council on the following:

1. Proceeding with prioritization using the proposed framework to prepare for facilitation workshop(s).
2. Establishing dates and duration for the facilitation workshop(s)
3. Identifying which previously discussed priorities should advance for formal Council consideration.
4. Setting expectations for focus, sequencing, and capacity-based decision-making.



PROPOSAL

2026/01

# TOWN OF LOXAHATCHEE GROVES

## EXECUTIVE PARTNERSHIP

**PREPARED BY**  
Checree Bryant

**ADDRES TO**  
1212 US Highway #1 Suite H,  
North Palm Beach, FL 33411

**Contact**  
[checree@actuateconsultancy.com](mailto:checree@actuateconsultancy.com)  
[www.actuateconsultancy.com](http://www.actuateconsultancy.com)



# STRATEGIC WORKSHOP

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The Council Priority Alignment Session is designed to support Town Council and Executive Leadership in taking a more intentional and structured approach to setting priorities. This experience focuses on building a shared system for how priorities are identified, evaluated, and advanced across the organization.

The goal is to establish a clear, practical framework that enables leadership to think strategically, assess initiatives consistently, and make informed decisions based on long-term direction, capacity, and impact, creating alignment and clarity around what matters most.

Prior to the Council session, Actuate Consulting will meet with the Town Manager and Executive Leadership to introduce three strategic prioritization frameworks. During this working session, the frameworks will be reviewed and discussed, and one framework will be selected based on the Town's governance structure, current initiatives, and strategic direction.

Actuate Consulting will then refine the selected framework to:

- Support clear, Council-level discussion and decision-making
- Reflect the Town's priorities and capacity
- Provide a practical structure for evaluating and advancing initiatives

This preparation ensures the Council session is focused, efficient, and grounded in a shared approach.

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**(Up to 3-Hour Working Session)**

# PART II:

## COUNCIL SESSION FACILITATION

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**(Up to 3-Hour Working Session)**

The Council session will include Town Council and Executive Leadership. Actuate Consulting will serve in a facilitation role, guiding the session in real time by introducing the selected prioritization framework and applying it as priorities, initiatives, and considerations are discussed.

Throughout the session, Actuate Consulting will help ensure the conversation remains structured, productive, and aligned with the agreed-upon framework. As the discussion unfolds, Actuate will organize input, surface areas of alignment or divergence, and help clarify how items relate to the Town's overall direction and capacity.

During the session, Actuate Consulting will:

- Apply the selected framework in real time to organize ideas, proposals, and considerations
- Help distinguish between immediate priorities, future considerations, and items requiring additional information
- Assist in identifying priority order, sequencing, and logical next steps

This facilitation approach ensures that priorities are clearly articulated, commonly understood, and documented as decisions are being discussed.

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**Actuate Consulting provides facilitation and advisory support only and holds no decision-making or policy-making authority.**

# SCOPE OF WORK SUMMARY

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## Component

## Time Allocation

Pre-Session Framework Review & Alignment  
Council Priority Alignment Session

Up to 3 Hours  
Up to 3 Hours

Total Facilitated Time

Up to 6 Hours

## INVESTMENT

\$3,500

This investment includes:

- Executive pre-session framework development and alignment
- Customization of the selected prioritization framework
- Real-time facilitation of the Council working session
- Strategic structure, documentation support, and session design



**ACTUATE CONSULTING**

1212 US Highway #1 Suite H, North Palm Beach, FL 33411

## Council Work Program Horizon & Authorization Matrix – Quick Reference

This reference guide accompanies the Council Work Program Horizon & Authorization Matrix. It is intended to ensure consistent understanding of how the matrix is completed, interpreted, and used to move from discussion to an adopted agenda calendar. This document does not authorize work or spending.

### What the Matrix Does

- Organizes Council discussion topics and requests to staff
- Establishes priority horizons (near-, mid-, and long-term)
- Identifies when items return to Council for formal authorization
- Feeds directly into the annual agenda calendar
- Creates a clear, defensible record of Council direction

### Authorization Rule (Applies to All Columns)

No significant staff time, consultant engagement, ordinance drafting, contract negotiation, or budget expenditure may occur unless and until the Town Council takes formal action by motion and vote at a Business Meeting.

### Tier Definitions and How They Are Used

**3 Months (Tier 1 – Near Term):** Items placed in this tier are near-term priorities and are scheduled to return to Council at the Target Business Meeting identified for consideration of a defined workplan or scope, timeline, and required Council actions. Items are not authorized to proceed until approved by formal Council vote.

**6 Months (Tier 2 – Mid Term):** Items placed in this tier are mid-term priorities and are scheduled to return to Council at the Target Business Meeting identified for consideration of a defined workplan or scope, timeline, and required Council actions. Items are not authorized to proceed until approved by formal Council vote.

**12 Months (Tier 3 – Planned):** Items placed in this tier are planned future priorities. No significant staff work may occur until Council takes a separate, formal vote to move the item into the 3- or 6-month tier.

**24 Months (Tier 4 – Long-Range):** Items placed in this tier are long-range priorities acknowledged by Council but not authorized to proceed. These items require future prioritization and a separate authorization vote.

**36 Months (Tier 5 – Conceptual):** Items placed in this tier are conceptual or aspirational. These items are acknowledged by Council but are not authorized to proceed and may require additional policy discussion or external conditions before future consideration.

### How Council Completes the Matrix

Council may complete the matrix during a meeting or as a homework assignment. In either case, Council selects one time horizon per item and identifies a Target Business Meeting for items in the 3- or 6-month tiers. The Clerk records the results.

### How Staff Uses the Completed Matrix

Staff uses the completed matrix to build the annual agenda calendar, manage workload and capacity, and ensure Council direction is clear, documented, and defensible.



## Council Priorities and Potential Programming Matrix

### Purpose:

This matrix establishes Council-approved priorities, sequencing, and authorization thresholds. It is intended to organize Council discussion topics and requests to staff and to prepare for future facilitated strategic priority setting. This worksheet does not authorize work or spending; authorization occurs only by formal Council vote at a Business Meeting.

### Instructions:

For each item, select ONE time horizon only. For items placed in the 3-Month or 6-Month tiers, identify a Target Business Meeting (month prior to September this year) at which staff will return with a proposed workplan or scope for Council consideration.

| Item No. | Description                                   | Dept. Lead          | Pending Formal Council Vote Required to Proceed <sup>1</sup> | Target Business Meeting (Month/Year) <sup>2</sup> | 3 Months (Tier 1 – Near Term) <sup>3</sup> | 6 Months (Tier 2 – Mid Term) <sup>3</sup> | 12 Months (Tier 3) <sup>4</sup> | 24 Months (Tier 4) <sup>5</sup> | 36 Months (Tier 5) <sup>6</sup> |
|----------|-----------------------------------------------|---------------------|--------------------------------------------------------------|---------------------------------------------------|--------------------------------------------|-------------------------------------------|---------------------------------|---------------------------------|---------------------------------|
| P1       | Management of Manure & Vegetative Debris      | TM / PW             | YES                                                          |                                                   |                                            |                                           |                                 |                                 |                                 |
| P2       | Strengthening Code Enforcement Operations     | CSD                 | YES                                                          |                                                   |                                            |                                           |                                 |                                 |                                 |
| P3       | Resolution of Longstanding Problem Properties | CSD                 | YES                                                          |                                                   |                                            |                                           |                                 |                                 |                                 |
| P4       | Strategic Review & Renewal of Major Contracts | TM / TA / All Depts | YES                                                          |                                                   |                                            |                                           |                                 |                                 |                                 |
| P5       | FEMA, FDA & Easement Checklists               | CSD / CBO / PW      | YES                                                          |                                                   |                                            |                                           |                                 |                                 |                                 |

|     |                                              |                     |     |  |  |  |  |  |  |
|-----|----------------------------------------------|---------------------|-----|--|--|--|--|--|--|
| P6  | Town Communication Practices / Asana         | TM / ATM-Clerk / EA | YES |  |  |  |  |  |  |
| P7  | Vested Rights Clarification                  | TA / CSD            | YES |  |  |  |  |  |  |
| P8  | Okeechobee Blvd Protection & Beautification  | TM / CSD            | YES |  |  |  |  |  |  |
| P9  | Reclaimed Water Opportunities (Okeechobee)   | PW / TM             | YES |  |  |  |  |  |  |
| P10 | Commercial Corridor Policy Development       | TM / CSD            | YES |  |  |  |  |  |  |
| P11 | Gap Roads Analysis & Completion              | PW / TE             | YES |  |  |  |  |  |  |
| P12 | SB 180 & Home Rule Review                    | TM / TA / CSD       | YES |  |  |  |  |  |  |
| P13 | FDA Easement & Ag Permit Coordination        | CSD / CBO / TE      | YES |  |  |  |  |  |  |
| P14 | Neighborhood Drainage Strategy               | PW / TE             | YES |  |  |  |  |  |  |
| P15 | Trail Connectivity & Wayfinding              | PW / CSD            | YES |  |  |  |  |  |  |
| P16 | Legislative & Intergovernmental Advocacy     | TM                  | YES |  |  |  |  |  |  |
| P17 | Solid Waste & Debris Management Enhancements | TM / PW             | YES |  |  |  |  |  |  |
| P18 | Comprehensive Strategic Planning Initiative  | TM / ATM-Clerk / EA | YES |  |  |  |  |  |  |

|     |                                             |                     |     |  |  |  |  |  |  |
|-----|---------------------------------------------|---------------------|-----|--|--|--|--|--|--|
| P19 | Town 20th Anniversary Planning (Oct 2026)   | TM / ATM-Clerk / EA | YES |  |  |  |  |  |  |
| P20 | Council Member Signature Projects           | TM / ATM-Clerk      | YES |  |  |  |  |  |  |
| P21 | Succession Planning & Workforce Development | TM / ATM-Clerk / HR | YES |  |  |  |  |  |  |

**Footnotes:**

<sup>1</sup> No significant staff time, consultant engagement, ordinance drafting, contract negotiation, or budget expenditure may occur unless and until Council authorizes work by formal vote.

<sup>2</sup> For items in the 3- or 6-Month tiers, Council identifies the Business Meeting at which staff will return with a proposed workplan, timeline, and required Council actions.

<sup>3</sup> Items in the 3- and 6-Month tiers are near- and mid-term priorities scheduled to return to Council; they are not authorized to proceed until approved by vote.

<sup>4</sup> Items in the 12-Month tier are planned future priorities and are not authorized to proceed.

<sup>5</sup> Items in the 24-Month tier are long-range priorities and are not authorized to proceed.

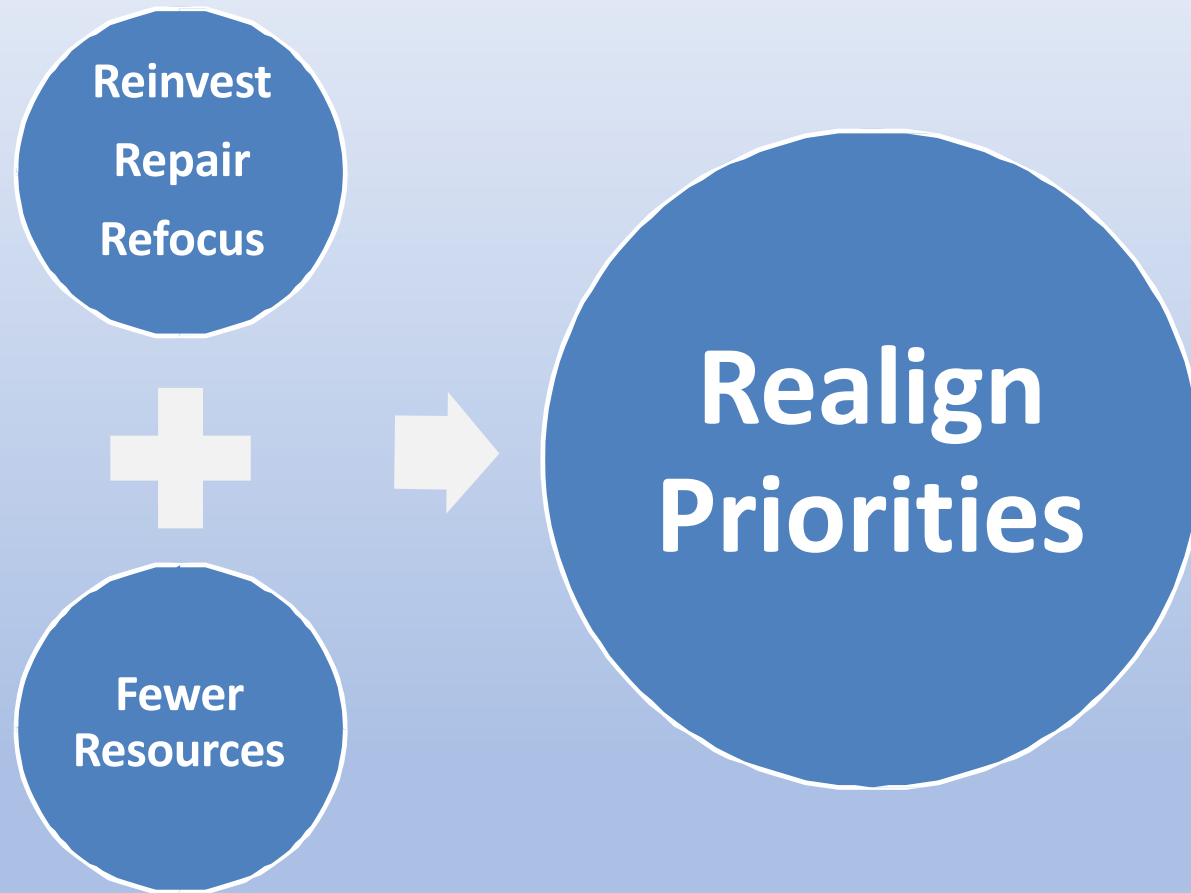
<sup>6</sup> Items in the 36-Month tier are conceptual or aspirational and are not authorized to proceed.

# Priority Setting/Services Hierarchy Framework

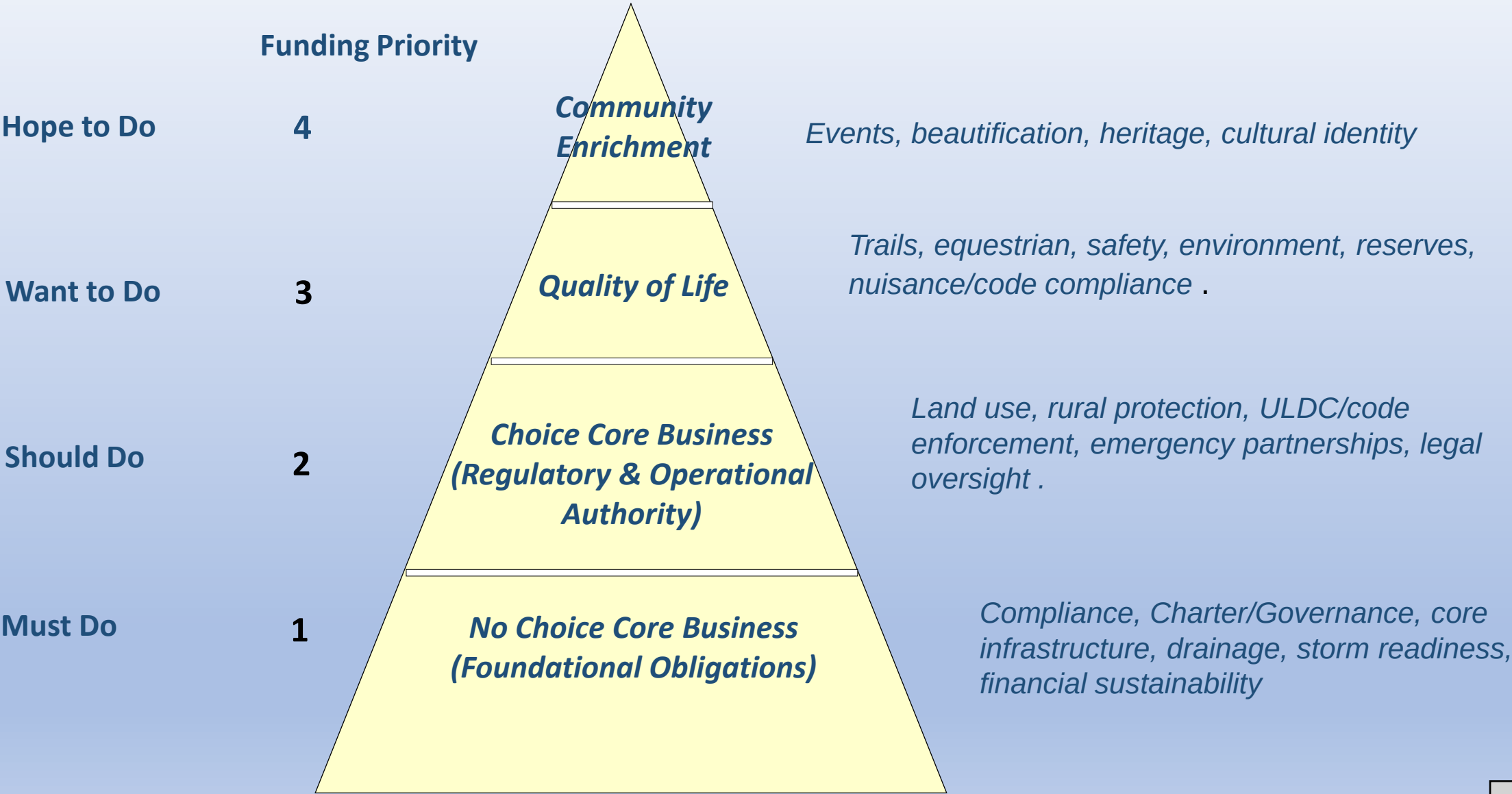
*Facing Reality, Protecting Our Future*

*Preliminary Draft – Subject to Change: This document provided for discussion purposes only. Content is subject to change based on any number of things including but not limited to updated information, internal review, public input, Council direction, legal or policy clarification and availability of funding.*

# The Challenge



# Business Service Hierarchy





# Funding Priority Levels at a Glance

## ■ **Priority 1: No Choice Core Business (*Must-Do*)**

**IMPERATIVE**

Cannot reasonably be postponed in order to avoid harmful or otherwise undesirable consequences.

- Corrects a condition dangerous to public health or safety
- Satisfies a legal obligation
- Alleviates an emergency service disruption or deficiency
- Prevents irreparable damage to a valuable public facility.

## ■ **Priority 2: Choice Core Business (*Should-Do*)**

**ESSENTIAL**

Address clearly demonstrated needs or objectives.

- Rehabilitates or replaces an obsolete public facility or attachment
- Stimulates economic growth and private capital investment
- Reduces future operating and maintenance costs
- Leverages available state or federal funding.

## ■ **Priority 3: Quality of Life (*Want-To*)**

**IMPORTANT**

Benefit the community but may be delayed without detrimental effects to basic services.

- Provides a new or expanded level of service
- Promotes intergovernmental cooperation
- Creates efficiency or effectiveness
- Enhances cultural or natural resources.

## ■ **Priority 4: Community Enrichment (*Hope-To*)**

**DESIRABLE**

Not included within the current budget and/or the five-year CIP because of funding limitations.

# Level 1 – No Choice Core Business

***Must do*** → *Charter/Governance, future & financial sustainability, core infrastructure, storm readiness, compliance, planning*

- Governance & Charter Compliance (Council–Manager system, Public Records, Ethics, HR, Elections)
- Planning the Town's Future & Financial Sustainability
- Drainage & Flood Protection (pump station retrofit, SCADA, restore historic drainage, urgent CIP & specific infrastructure)
- Mobility & Transportation (unpaved/paved roads, emergency access, canal patrol)
- Solid Waste & Livestock Waste (franchise agreements, FDEP compliance)
- Emergency Preparedness & Continuity of Operations (generators, technology backup, storm response)

***Foundational Obligations*** *mandated by law, essential for daily function, or critical to health/safety.*

## Level 2 – Choice Core Businesses

***Should do*** → *Rural protection, land use & development regulation (ULDC rewrite, zoning enforcement, corridor planning), code enforcement, partnerships*

- Code Compliance for Life, Health & Safety
- Canal water testing, groundwater monitoring
- Enforce against sewage dumping, oil/chemical spills, industrial contamination
- Assist/coordinate with state & federal agencies
- Educate residents on risks & actions
- Emergency Management Partnerships (PBC coordination, FEMA/NFIP compliance)
- Legal & Contract Oversight (Attorney services, franchise agreements, interlocal contracts)

***Regulatory & Operational Authority*** *or policy-driven functions that shape growth, land use and protect & preserve rural character & lifestyle*

## Level 3 – Quality of Life Services

***Want to do*** → *Partnerships, trails, safety, environment, legal reserves*

- Trails & Equestrian Network (multi-purpose trails, equestrian plan, corridor connectivity)
- Safety & Security Support (PBSO contract, traffic calming, rural road safety)
- Code Compliance for Community Benefit (nuisance abatement, corridor aesthetics)
- Partnership Programs (grants, volunteer efforts, public–private collaborations)
- Environmental Protection & Tree Canopy Resiliency (receiver sites, conservation easements, habitat, mitigation)
- Legal Defense & Emergency Reserve Fund (reserves beyond 25% disaster minimum, developer litigation defense)

***Community Investments*** *that maintain identity, resilience and community well-being.*

## Level 4 – Community Enrichment

***Hope to do*** → *Culture, heritage, identity, beautification, community events*

- Aspirational Community Events & Festivals (Neighbors Helping Neighbors, seasonal gatherings)
- Beautification Initiatives (landscaping, signage, entry features, corridor aesthetics)
- Cultural & Heritage Programs (historic narrative, equestrian heritage, rural brand identity)

***Community programs*** *that build culture & civic pride, celebrate history, equestrian & agricultural identity and sense of place.*

# The Path Forward

- ***Protecting and strengthening*** the council–manager form of government — staying in the best lane for your role, where Council sets policy and staff deploys it. This includes building staff continuity, strengthening governance, and ensuring points of disagreement are clearly identified and brought to the full Council for open and constructive resolution.
- ***Improving civility and communication clarity*** — countering disinformation and revisionist history, avoiding gaslighting, and discounting the noise. Don't listen to it, don't respond to it, and don't feed the beast that stops all progress. Keep our focus on the facts, the mission, and the work that serves our residents.
- ***Strategic planning*** that is realistic, feasible, and good for the Town — ensuring we can sustain our tax base, protect our rural character, and bring amenities and infrastructure to desired levels in a reasonable timeframe. This includes delivering infrastructure, aligning the code, and executing grants. Every decision is tested by four question test



# The 4 Question Test



1. Does it provide expected public services in a timely and efficient manner?
2. Does it serve the community, its residents, and the environment, and is it in the Town's best interest?
3. Does it improve the quality of life and enhance the value of our community while preserving the rural character of our lifestyle?
4. Is it the RIGHT thing to do?

| Strategic/Focus Area                           |  | Why it Matters                                                                    | Immediate (2025 - 2026)                                                                                          | Mid-Term (2026 - 2028)                                              | Long-Term (2028 & beyond)                                          |
|------------------------------------------------|--|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|--------------------------------------------------------------------|
| Land Use and Environmental Protection          |  | - Preserves rural character, water quality, and leverages grant eligibility.      | - Adopt ULDC, finalize Rural Vista; Enforce RV program; Submit grants; Maintain specs; Extend Rural Area to 2030 | - Begin tree program; Specimen buffer zones; Enforce rural identity | - \$80M canal reclamation; Interior storage; Reforestation buffers |
| Community Design and Aesthetics                |  | - Maintains rural charm, strengthens visual identity, and encourages civic pride. | - Implement Rural Vista Guidelines; Enforce design codes; Expand beautification programs                         | - Strengthen design enforcement; Add volunteer programs             |                                                                    |
| Transportation, Roadways, and Drainage         |  | - Lays foundation for funding, safety, and long-term mobility improvements.       | - Finalize Transportation Plan; Apply Rural Roadway Standards                                                    | - Launch SCADA modernization (phase 1)                              | - \$5M paving, \$3.5M Collecting Canal, \$2.5M SCADA/pumps         |
| Operations & Maintenance                       |  | - Prevents failure of core systems; protects assets and emergency readiness.      | - Grading, mowing, canal cleaning; Maintain 25% reserves                                                         | - Evaluate maintenance strategies for canals/roads                  | - Build \$2M Public Works facility                                 |
| Strengthening Code Compliance                  |  | - Sustains rural standards, improves fairness, and builds community trust.        | - Prioritize life/safety violations; Document cases; Promote fairness                                            | - Expand staff or training; Formalize compliance roadmap            |                                                                    |
| Community Amenities and Services               |  | - Improves livability and eligibility for matching funds.                         | - Apply for \$1M in grants for F Rd/Okeechobee                                                                   | - Begin minimal trail clearing                                      | - Full greenway and trail network build-out                        |
| Governmental Collaboration and Efficiency      |  | - Expands influence, improves outcomes and prevents duplication of effort.        | - Partner with FDACS, FWC, SFWMD, ITID, County; Hold joint workshops                                             | - Coordinate regional joint plans                                   | - Advocate regionally and legislatively                            |
| Legislative Engagement and Participation       |  | - Ensures alignment with new rural-focused laws and funding.                      | - SB 180 impacts                                                                                                 | - Appoint liaison to Rural Prosperity Office                        | - Use REDI, grant directory eligibility                            |
| Grants & Readiness                             |  | - Keeps Town ready for funding and speeds up project approvals.                   | - Submit grants; Maintain designs/specs to stay shovel-ready                                                     | - Audit grants and update specs                                     |                                                                    |
| Southern Corridor: Protect Rural Community     |  | - Balances preservation with tax-base development to fund safety and roads.       | - Launch SR 80 Rural Corridor; Add gateways; Engage landowners                                                   | - Develop overlays w/ TCRPC; Prepare native visuals                 | - \$4M Tangerine/Citrus; Larger installs when appropriated         |
| Okeechobee Corridor: More Than Just Congestion |  | - Addresses impacts of region's heaviest traffic zone and protects neighborhoods. | - Submit traffic/crash impacts; Coordinate FDOT staging; Enforce codes                                           | - Calming, driveway mgmt, signal planning; Align with overlays      | - County Transp Plan; Signal/driveway construction                 |

| Strategic/Focus Area                           |  | Why it Matters                                                                    | Immediate (2025 - 2026)                                                                                          | Mid-Term (2026 - 2028)                                              | Long-Term (2028 & beyond)                                          |
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| Legislative Engagement and Participation       |  | - Ensures alignment with new rural-focused laws and funding.                      | - SB 180 impacts                                                                                                 | - Appoint liaison to Rural Prosperity Office                        | - Use REDI, grant directory eligibility                            |
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Item 11.

# Dedicated Goal: Strengthening Code Compliance

Why this matters:

- Council & residents consistently call for strong, fair, consistent enforcement to protect rural lifestyle.
- Code compliance directly maintains buffers, open views, property values & quality of life.
- Addresses RV use, illegal fill, unpermitted structures, poor property maintenance, and commercial encroachments.

| Action                                                        | Why                                               |
|---------------------------------------------------------------|---------------------------------------------------|
| Enforce RV registration & Rural Design codes                  | Protects rural character & ensures fair use       |
| Target top priority issues (fill, nuisances, property upkeep) | Responds to most disruptive violations            |
| Maintain case documentation & transparency                    | Builds public trust & withstands legal challenges |
| Work within staffing, but build future roadmap                | Positions us for expanded code team if justified  |

# Okeechobee Corridor: More Than Just Congestion

Okeechobee has been hit with multiple pressures:

- Increased cut-through traffic & detours from surrounding areas (as noted in past Council discussions & public complaints)
- Local business & resident concerns about speeding, illegal passing, unsafe lefts & blocked driveways
- Heavy peak flows conflicting with rural driveway spacing & lack of turn lanes

Without intervention:

- Local frustration grows — undermines confidence in Town's ability to manage roads
- County or FDOT could impose urban-style fixes later without local input

# Okeechobee FY25–26 Plan

Item 11.

| Focus                                                                  | Details                                                              |
|------------------------------------------------------------------------|----------------------------------------------------------------------|
| Participate in County Master Transportation Plan                       | Ensure Okeechobee data & rural concerns embedded in long-range plans |
| Submit local traffic data, crash reports & cut-through impact studies  | Strengthens case for low-cost safety fixes or future grants          |
| Advocate traffic calming, consolidated driveways, better signal timing | Improves safety & flow without costly widening                       |
| Coordinate with FDOT on staging for future detours                     | Reduces local disruption on rural side roads                         |
| Keep aligned with Rural Vista guidelines & ULDC overlays               | So design stays rural & consistent                                   |



# Southern Corridor: Why This Matters

Community & Council direction is clear:

- Protect buffers, open spaces, native landscape & equestrian/ag scale
- Avoid strip commercial sprawl — no turning into another dense corridor
- Allow small rural-serving businesses that provide local services, jobs & add modest ad valorem to pay for future public safety, roads & drainage

This is a strategic long-term funding approach:

- Keeps residential assessments lower by letting appropriate commercial uses offset the costs of law enforcement, drainage improvements & storm hardening.

# Southern Corridor FY25–26 Strategy

Item 11.

| Focus                                              | Details                                                               |
|----------------------------------------------------|-----------------------------------------------------------------------|
| Work with TCRPC & legal to create overlays         | Uses operating funds, guides future developer requirements            |
| Pursue Florida Dept. of Commerce planning grant    | Sets up comprehensive corridor strategy & future appropriations       |
| Engage landowners & ag businesses                  | Build trust & buy-in for buffers, utility concepts, gateway ideas     |
| Prepare gateway & layered native landscape visuals | So we're ready to tap future developer contributions or state funding |





# **TOWN OF LOXAHATCHEE GROVES**

## **TOWN COUNCIL MEETING**

### **AGENDA ITEM MEMORANDUM**

---

Item 12.

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

**FROM:** Francine L. Ramaglia, Town Manager

**DATE:** February 3, 2026

**SUBJECT:** Quarterly Reports – Receive and File.

---

|                           |                                   |                                                  |
|---------------------------|-----------------------------------|--------------------------------------------------|
| <b>Legal Sufficiency:</b> | <input type="checkbox"/> Reviewed | <input checked="" type="checkbox"/> Not Reviewed |
|                           | <input type="checkbox"/> Approved | <input type="checkbox"/> Not Approved            |

---

#### **Background:**

Quarterly Reports to be received and filed are as follows:

- A. Building - Jacek Tomasik, Building Official
- B. Code Compliance – Caryn Gardner-Young, Community Standards Manager
- C. Finance – David Dilena, Projected Point
- D. Grants – Francine Ramaglia, Town Manager
- E. Palm Beach County Fire Rescue - Chief Vomero
- F. Planning & Zoning and Business Tax Receipt – Caryn Gardner-Young, Community Standards Manager
- G. Public Works – Craig Lower, Acting Public Works Director
- H. Town Clerk, Administration, Human Resources & Communication - Valerie Oakes, Town Clerk/Assistant Town Manager

#### **Fiscal Impact:**

N/A

#### **Recommendation/Motion:**

Receive and file the quarterly reports.

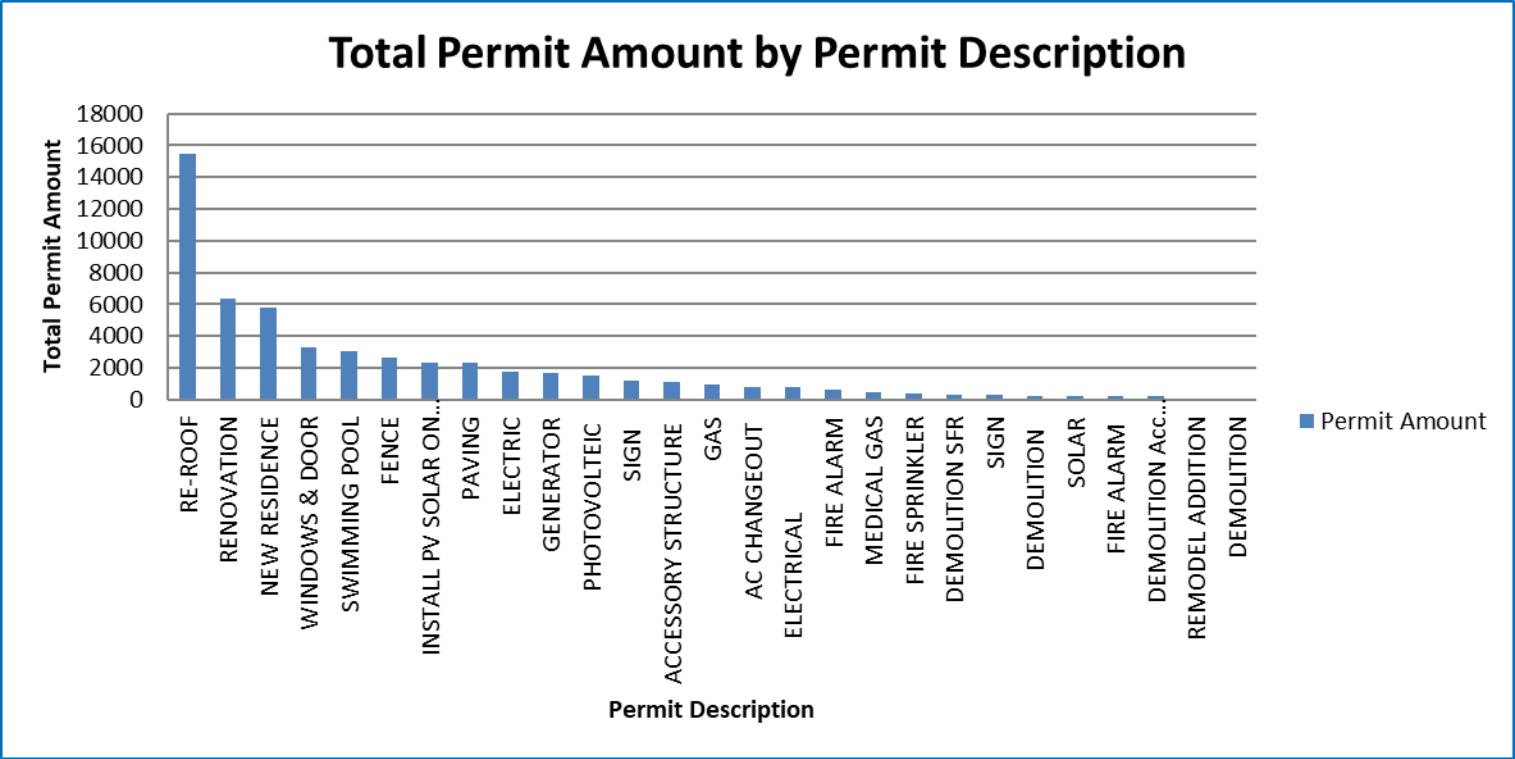
#### **Attachments:**

Quarterly reports from all departments.

The Building Department quarterly report is intended to inform the Town Council and the residents of various permitting activities, as well as the most recent improvements in the overall permitting and customer services

BUILDING PERMIT ACTIVITIES THIS QUARTER

- Received 192 Applications
- Issued 42 Building Permits
- Performed 164 Plan Reviews
- Performed 255 Inspections
- Collected \$118,904.67 in Building Permit and Related Fees



**PERMITS ISSUED, CONSTRUCTION VALUE, AND FEES COLLECTED**

| PERMITS ISSUED, CONSTRUCTION VALUE<br>AND PERMIT FEES COLLECTED |              |            |
|-----------------------------------------------------------------|--------------|------------|
| <b>COMMERCIAL-ADDITION</b>                                      |              |            |
| <a href="#">2025-388-B</a>                                      | \$32,000.00  | \$1,019.72 |
| <b>COMMERCIAL-FIRE</b>                                          |              |            |
| <a href="#">2025-440-B</a>                                      | \$7,000.00   | \$355.16   |
| <a href="#">2025-441</a>                                        | \$5,900.00   | \$355.16   |
| <b>COMMERCIAL-MISCELLANEOUS</b>                                 |              |            |
| <a href="#">2025-370-B</a>                                      | \$32,000.00  | \$1,058.50 |
| <a href="#">2025-393-B</a>                                      | \$20,000.00  | \$662.50   |
| <a href="#">2025-398-B</a>                                      | \$30,000.00  | \$964.60   |
| <a href="#">2025-438-B</a>                                      | \$6,000.00   | \$422.50   |
| <b>COMMERCIAL-PLUMBING</b>                                      |              |            |
| <a href="#">2025-401-B</a>                                      | \$2,300.00   | \$422.50   |
| <a href="#">2026-11-B</a>                                       | \$250.00     | \$506.25   |
| <b>COMMERCIAL-RIGHT</b>                                         |              |            |
| <a href="#">2025-395-RW</a>                                     | \$18,500.00  | \$500.00   |
| <a href="#">2025-404-RW</a>                                     | \$720.00     | \$624.00   |
| <b>COMMERCIAL-SIGN</b>                                          |              |            |
| <a href="#">2026-2-B</a>                                        | \$3,600.00   | \$0.00     |
| <a href="#">2026-5-B</a>                                        | \$6,600.00   | \$0.00     |
| <a href="#">2026-6-B</a>                                        | \$6,600.00   | \$0.00     |
| <a href="#">2026-7-B</a>                                        | \$500.00     | \$0.00     |
| <a href="#">2026-8-B</a>                                        | \$750.00     | \$0.00     |
| <a href="#">2026-15-B</a>                                       | \$300.00     | \$500.50   |
| <b>RESIDENTIAL-ADDITION</b>                                     |              |            |
| <a href="#">2025-403-B</a>                                      | \$100,000.00 | \$2,893.80 |
| <b>RESIDENTIAL-AGRICULTURAL</b>                                 |              |            |
| <a href="#">2025-382</a>                                        | \$0.00       | \$200.00   |
| <a href="#">2025-417</a>                                        | \$0.00       | \$200.00   |
| <b>RESIDENTIAL-AIR</b>                                          |              |            |
| <a href="#">2025-397-B</a>                                      | \$9,889.40   | \$473.45   |
| <a href="#">2025-431-B</a>                                      | \$14,400.00  | \$569.61   |
| <b>RESIDENTIAL-DEMOLITION</b>                                   |              |            |
| <a href="#">2025-444-B</a>                                      | \$29,500.00  | \$0.00     |
| <b>RESIDENTIAL-DETACHED</b>                                     |              |            |
| <a href="#">2025-407-B</a>                                      | \$93,000.00  | \$2,597.00 |
| <a href="#">2025-415-B</a>                                      | \$7,500.00   | \$0.00     |

|                               |              |             |
|-------------------------------|--------------|-------------|
| <b>RESIDENTIAL-DRIVEWAY</b>   |              |             |
| <a href="#">2025-377-B</a>    | \$1,700.00   | \$0.00      |
| <a href="#">2025-378-B</a>    | \$4,800.00   | \$406.25    |
| <a href="#">2025-437-B</a>    | \$0.00       | \$104.00    |
| <a href="#">2026-1-B</a>      | \$0.00       | \$100.00    |
| <b>RESIDENTIAL-ELECTRIC</b>   |              |             |
| <a href="#">2025-381-B</a>    | \$1,200.00   | \$422.50    |
| <a href="#">2025-387-B</a>    | \$17,500.00  | \$635.70    |
| <a href="#">2025-405-B</a>    | \$6,700.00   | \$973.70    |
| <a href="#">2025-428-B</a>    | \$1,850.00   | \$422.50    |
| <b>RESIDENTIAL-FENCE/WALL</b> |              |             |
| <a href="#">2025-375-B</a>    | \$5,255.80   | \$422.50    |
| <a href="#">2025-429-B</a>    | \$3,750.00   | \$422.50    |
| <a href="#">2025-439-B</a>    | \$600.00     | \$406.25    |
| <a href="#">2026-16-B</a>     | \$11,000.00  | \$497.12    |
| <b>RESIDENTIAL-GAS</b>        |              |             |
| <a href="#">2025-442-B</a>    | \$75.00      | \$422.50    |
| <b>RESIDENTIAL-NEW</b>        |              |             |
| <a href="#">2025-376-B</a>    | \$434,635.50 | \$10,963.53 |
| <a href="#">2025-386-B</a>    | \$434,635.50 | \$10,963.53 |
| <a href="#">2025-414-B</a>    | \$0.00       | \$0.00      |
| <a href="#">2026-14-B</a>     | \$700,000.00 | \$16,829.80 |
| <b>RESIDENTIAL-RE-ROOF</b>    |              |             |
| <a href="#">2025-372-B</a>    | \$12,000.00  | \$518.44    |
| <a href="#">2025-373-B</a>    | \$18,950.00  | \$770.62    |
| <a href="#">2025-394-B</a>    | \$12,000.00  | \$518.44    |
| <a href="#">2025-400-B</a>    | \$21,025.00  | \$717.26    |
| <a href="#">2025-419-B</a>    | \$83,250.00  | \$2,432.18  |
| <a href="#">2025-427-B</a>    | \$65,890.03  | \$1,953.73  |
| <b>RESIDENTIAL-RIGHT</b>      |              |             |
| <a href="#">2025-368-RW</a>   | \$0.00       | \$0.00      |
| <a href="#">2025-374-RW</a>   | \$220,000.00 | \$2,600.00  |
| <a href="#">2025-380-RW</a>   | \$0.00       | \$3,120.00  |
| <a href="#">2025-385-RW</a>   | \$10,000.00  | \$6,240.00  |
| <a href="#">2025-406-RW</a>   | \$13,750.00  | \$6,240.00  |
| <a href="#">2025-410-RW</a>   | \$260,000.00 | \$3,120.00  |

|                                              |                       |                     |
|----------------------------------------------|-----------------------|---------------------|
| <b>RESIDENTIAL-SITE/LAND</b>                 |                       |                     |
| <a href="#">2025-371-SD</a>                  | \$13,750.00           | \$2,340.00          |
| <a href="#">2025-379-SD</a>                  | \$0.00                | \$2,860.00          |
| <a href="#">2025-389-SD</a>                  | \$0.00                | \$2,250.00          |
| <a href="#">2025-399-SD</a>                  | \$93,000.00           | \$2,250.00          |
| <a href="#">2025-409-SD</a>                  | \$130,000.00          | \$2,250.00          |
| <a href="#">2025-411-SD</a>                  | \$260,000.00          | \$2,750.00          |
| <a href="#">2025-412-SD /<br/>SD-23-0061</a> | \$0.00                | \$0.00              |
| <a href="#">2025-421-SD /<br/>FDA-25-012</a> | \$200,000.00          | \$0.00              |
| <a href="#">2025-425-SD /<br/>FDA-24-024</a> | \$0.00                | \$0.00              |
| <a href="#">2025-426-SD /<br/>FDA-24-002</a> | \$0.00                | \$0.00              |
| <a href="#">2025-436-SD</a>                  | \$366,228.00          | \$2,340.00          |
| <b>RESIDENTIAL-SOLAR</b>                     |                       |                     |
| <a href="#">2025-416-B</a>                   | \$27,940.00           | \$672.10            |
| <b>RESIDENTIAL-VEGETATION</b>                |                       |                     |
| <a href="#">2025-384-VE</a>                  | \$0.00                | \$0.00              |
| <a href="#">2025-402-VE</a>                  | \$0.00                | \$0.00              |
| <a href="#">2025-433-VE</a>                  | \$0.00                | \$0.00              |
| <a href="#">2025-434-VE</a>                  | \$0.00                | \$0.00              |
| <a href="#">2025-435-VE</a>                  | \$0.00                | \$0.00              |
| <a href="#">2026-10-VR</a>                   | \$0.00                | \$4,000.00          |
| <a href="#">2026-13-VE</a>                   | \$0.00                | \$0.00              |
| <b>RESIDENTIAL-WINDOW/DOOR</b>               |                       |                     |
| <a href="#">2025-367-B</a>                   | \$15,846.00           | \$533.77            |
| <a href="#">2025-383-B</a>                   | \$24,350.00           | \$885.75            |
| <a href="#">2025-390-B</a>                   | \$12,318.00           | \$525.22            |
| <a href="#">2025-391-B</a>                   | \$14,575.00           | \$573.34            |
| <a href="#">2025-392-B</a>                   | \$14,922.00           | \$580.74            |
| <a href="#">2025-396-B</a>                   | \$4,217.00            | \$0.00              |
| <a href="#">2025-408-B</a>                   | \$51,440.00           | \$1,555.49          |
| <a href="#">2025-413-B</a>                   | \$14,773.32           | \$577.56            |
| <a href="#">2025-418-B</a>                   | \$31,300.00           | \$0.00              |
| <a href="#">2025-420-B</a>                   | \$0.00                | \$420.16            |
| <a href="#">2025-430-B</a>                   | \$1,641.00            | \$381.16            |
| <a href="#">2025-432-B</a>                   | \$12,983.90           | \$478.12            |
| <a href="#">2025-443-B</a>                   | \$13,560.00           | \$551.70            |
| <a href="#">2025-445-B</a>                   | \$16,152.00           | \$606.96            |
| <a href="#">2026-3-B</a>                     | \$24,345.00           | \$808.75            |
| <a href="#">2026-4-B</a>                     | \$18,592.00           | \$658.99            |
| <a href="#">2026-17-B</a>                    | \$60,683.00           | \$0.00              |
| <b>RESIDENTIAL-ZONING</b>                    |                       |                     |
| <a href="#">2025-369-ZC</a>                  | \$0.00                | \$250.00            |
| <b>TOTALS</b>                                | <b>\$4,192,992.45</b> | <b>\$117,648.11</b> |

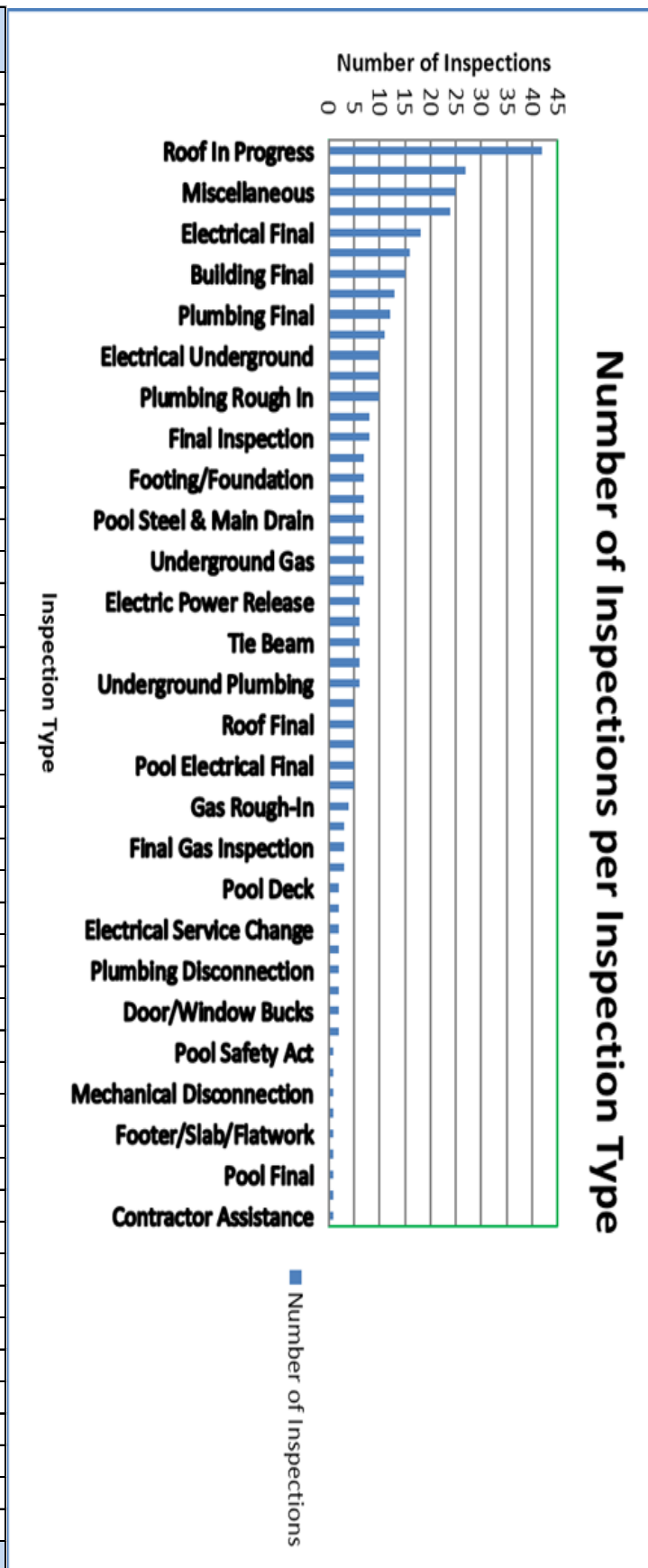


TASKS PERFORMED BY THE BUILDING DEPARTMENT STAFF EXCLUDING PHONE AND WALK-IN CUSTOMERS, EMAIL AND VIDEO COMMUNICATION AND MEETINGS, ADMINISTRATIVE TASKS, AND OTHER

### TASK DETAILS

| Tasks Performed by Building Department Staff and Consultants 1st Quarter 2026 |               |               |                |             |                |                |
|-------------------------------------------------------------------------------|---------------|---------------|----------------|-------------|----------------|----------------|
| Task Description                                                              | Angela Romero | Jacek Tomasik | Sandra Solarte | Tara Bamber | Kaitlyn Forbes | Richard Galant |
| Application Accepted                                                          | 43            |               | 29             |             |                |                |
| Code Case Verification                                                        | 30            |               | 28             |             |                |                |
| Send Invoice Customer ( <b>Auto</b> )                                         | 36            | 1             | 21             |             |                |                |
| Customer Uploaded File ( <b>Auto</b> )                                        | 2             |               | 3              |             |                |                |
| Verify Fees Paid ( <b>Auto</b> )                                              | 8             | 1             |                |             |                |                |
| Certificate of Completion Issued                                              | 17            |               | 3              |             |                |                |
| Permit Issued ( <b>Auto</b> )                                                 | 15            | 1             | 1              |             |                |                |
| Notice of Commencement                                                        | 4             |               | 2              |             |                |                |
| Close Project ( <b>Auto</b> )                                                 | 16            |               | 5              |             |                |                |
| Add Fees                                                                      |               |               |                |             |                |                |
| Final Review                                                                  |               | 2             |                |             |                |                |
| Structural Plan Review                                                        |               | 11            |                |             |                |                |
| Sheathing & Underlayment Affidavit                                            | 1             | 4             | 1              |             |                |                |
| Electrical Plan Review                                                        |               | 10            |                |             |                |                |
| Building Plan Review                                                          |               | 28            |                |             |                |                |
| Gas Plan Review                                                               |               | 1             |                |             |                |                |
| Fire Plan Review Received                                                     |               |               |                |             |                |                |
| Floodplain Review                                                             |               | 2             |                |             |                |                |
| Mechanical Plan Review                                                        |               | 5             |                |             |                |                |
| Plumbing Plan Review                                                          |               | 4             |                |             |                |                |
| Engineering Plan Review                                                       |               |               |                | 14          |                | 1              |
| Zoning Plan Review                                                            |               |               | 2              |             | 9              |                |
| Add Fees / Comment Ltr / DMS                                                  |               |               |                |             |                |                |
| Verify Impact Fees Paid                                                       |               |               | 2              |             |                |                |
| Fire Final Inspection Received                                                |               |               | 1              |             |                |                |
| <b>Total Tasks Performed</b>                                                  | <b>172</b>    | <b>70</b>     | <b>98</b>      | <b>14</b>   | <b>9</b>       | <b>1</b>       |

| Inspection Type          | Total Inspections |
|--------------------------|-------------------|
| Building Final           | 14                |
| Contractor Assistance    | 2                 |
| Door/Window Bucks        | 2                 |
| Driveway Final           | 2                 |
| Drywall Screw/Fastening  | 3                 |
| Early Power Release      | 8                 |
| Electric Power Release   | 2                 |
| Electrical Final         | 20                |
| Electrical Rough In      | 14                |
| Electrical Underground   | 3                 |
| Final Gas Inspection     | 3                 |
| Final Inspection         | 2                 |
| Follow Up Inspection     | 1                 |
| Footer/Slab/Flatwork     | 5                 |
| Footing/Foundation       | 4                 |
| Form Board Survey        | 3                 |
| Framing                  | 3                 |
| Gas Rough-In             | 1                 |
| In-Progress Inspection   | 8                 |
| Insulation               | 5                 |
| Mechanical Final         | 12                |
| Mechanical Rough In      | 4                 |
| Miscellaneous            | 1                 |
| Plumbing Final           | 14                |
| Plumbing Rough In        | 8                 |
| Pool Barrier             | 2                 |
| Pool Bonding/Light Niche | 3                 |
| Pool Deck                | 4                 |
| Pool Electrical Final    | 4                 |
| Pool Final               | 3                 |
| Pool Perimeter Plumbing  | 3                 |
| Pool Safety Act          | 2                 |
| Pool Steel & Main Drain  | 2                 |
| Pre Slab                 | 1                 |
| Re-Roof Final            | 20                |
| Roof Final               | 5                 |
| Roof In Progress         | 18                |
| Roof Sheathing           | 13                |
| Roof Underlayment        | 14                |
| Tie Beam                 | 2                 |
| Truss Engineering        | 4                 |
| Underground Gas          | 2                 |
| Underground Plumbing     | 1                 |
| Window Buck              | 1                 |
| Window/Door Final        | 4                 |
| Wire Lath                | 3                 |
| <b>Total Inspections</b> | <b>255</b>        |



## Building Department Monthly Report

2025 - 2026

|                           | Oct      | Nov      | Dec      |
|---------------------------|----------|----------|----------|
| <b>Loxahatchee Groves</b> |          |          |          |
| Apps Rcvd                 | 64       | 42       | 86       |
| Permits Issued            | 15       | 16       | 11       |
| Inspections               | 140      | 89       | 81       |
| Permit Fees               | 60543.94 | 44584.76 | 18644.97 |

|                      | Apps | Issued | Insp | Revenue      |
|----------------------|------|--------|------|--------------|
| Fiscal YTD 2025-2025 | 192  | 42     | 310  | \$123,773.67 |

|                                                          |    |
|----------------------------------------------------------|----|
| Mean time in days from complete application to issue for | 39 |
| Number of permits actively in Plan Review (as of 1st of  | 18 |
| Number of permits reviewed and awaiting response from    | 53 |
| Number of permits pending, awaiting completion by        | 1  |

## Summary of Monthly Permits Report

The report provides a breakdown of **building permits issued**, along with their **construction values and associated fees**.

### Key Highlights

- **Total Construction Value: \$4,192,992.45**
- **Total Fees Collected: \$117,648.11**

### Permit Activity Overview

- The report includes permits across multiple categories, such as:
  - **Commercial permits** (additions, fire-related work, etc.)
  - **Residential permits**
  - **Zoning permits**
- Each permit entry lists:
  - A **permit number**
  - **Declared construction value**
  - **Fees assessed**

### Observations

- **Residential permits** account for a large share of total permit volume and value.
- **Commercial permits**, while fewer in number, include some higher-value projects.

## ALL FEES COLLECTED BY ALL TRANSACTIONS

| Fees Collected per Permit Type (Permit Fee, review fee, convenience fee, reinspection fee, recision fee, permit extension fee, and other ) |                     |
|--------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Permit Type                                                                                                                                | Amount Collected    |
| Permit Type: Addition (R)                                                                                                                  | \$13,742.15         |
| Permit Type: Addition (C)                                                                                                                  | \$1,020.24          |
| Permit Type: Agricultural Farm Structure (R)                                                                                               | \$4,206.71          |
| Permit Type: Air Conditioning Changeout (C)                                                                                                | \$971.36            |
| Permit Type: Air Conditioning Changeout (R)                                                                                                | \$2,436.52          |
| Permit Type: Demolition (C)                                                                                                                | \$266.50            |
| Permit Type: Demolition (R)                                                                                                                | \$544.96            |
| Permit Type: Detached Accessory Unit (R)                                                                                                   | \$4,443.26          |
| Permit Type: Driveway (R)                                                                                                                  | \$826.41            |
| Permit Type: Driveway Culvert (R)                                                                                                          | \$104.00            |
| Permit Type: Electric Standalone (C)                                                                                                       | \$1,863.16          |
| Permit Type: Electric Standalone (R)                                                                                                       | \$5,405.36          |
| Permit Type: Fence/Wall (C)                                                                                                                | \$2,365.88          |
| Permit Type: Fence/Wall (R)                                                                                                                | \$5,152.08          |
| Permit Type: Fire Alarm (C)                                                                                                                | \$2,265.80          |
| Permit Type: Fire Sprinkler                                                                                                                | \$355.16            |
| Permit Type: Fire Suppression (C)                                                                                                          | \$3,103.08          |
| Permit Type: Gas Standalone (C)                                                                                                            | \$458.38            |
| Permit Type: Gas Standalone (R)                                                                                                            | \$3,509.82          |
| Permit Type: Generator (C)                                                                                                                 | \$711.36            |
| Permit Type: Generator (R)                                                                                                                 | \$3,317.74          |
| Permit Type: Hurrican Shutters (R)                                                                                                         | \$266.50            |
| Permit Type: Interior Remodel (R)                                                                                                          | \$3,355.92          |
| Permit Type: Lot Combo(R)                                                                                                                  | \$250.00            |
| Permit Type: Low Voltage (C)                                                                                                               | \$530.66            |
| Permit Type: Low-Voltage Electrical                                                                                                        | \$1,094.77          |
| Permit Type: Mechanical Standalone (R)                                                                                                     | \$208.00            |
| Permit Type: Miscellaneous (C)                                                                                                             | \$11,042.67         |
| Permit Type: Miscellaneous (R)                                                                                                             | \$3,295.58          |
| Permit Type: New Construction (C)                                                                                                          | \$5,971.93          |
| Permit Type: New Construction (R)                                                                                                          | \$70,994.98         |
| Permit Type: Other (Imported) (C)                                                                                                          | \$540.80            |
| Permit Type: Plumbing Standalone (C)                                                                                                       | \$422.50            |
| Permit Type: Pool Barrier (R)                                                                                                              | \$368.16            |
| Permit Type: RV                                                                                                                            | \$7,812.00          |
| Permit Type: Re-Roof (R)                                                                                                                   | \$43,629.25         |
| Permit Type: Right of Way (C)                                                                                                              | \$10,472.65         |
| Permit Type: Right of Way (R)                                                                                                              | \$40,004.00         |
| Permit Type: Screen Enclosure (R)                                                                                                          | \$967.11            |
| Permit Type: Sign (C)                                                                                                                      | \$3,871.88          |
| Permit Type: Site/Land Development (C)                                                                                                     | \$15,750.00         |
| Permit Type: Site/Land Development (R)                                                                                                     | \$44,681.13         |
| Permit Type: Solar PV Installation (R)                                                                                                     | \$8,430.26          |
| Permit Type: Swimming Pool/Spa (C)                                                                                                         | \$2,687.36          |
| Permit Type: Swimming Pool/Spa (R)                                                                                                         | \$14,067.14         |
| Permit Type: Vegetation Clearing/Removal (C)                                                                                               | \$6,080.00          |
| Permit Type: Vegetation Clearing/Removal (R)                                                                                               | \$8,000.00          |
| Permit Type: Vegetation Waiver (C)                                                                                                         | \$1,040.00          |
| Permit Type: Vegetation Waiver (R)                                                                                                         | \$770.00            |
| Permit Type: Water Heater Changeout (R)                                                                                                    | \$264.16            |
| Permit Type: Window/Door (R)                                                                                                               | \$18,285.95         |
| Permit Type: Zoning Confirmation                                                                                                           | \$500.00            |
|                                                                                                                                            |                     |
| <b>Grand Total</b>                                                                                                                         | <b>\$382,725.29</b> |

### **Code Compliance Division**

The Code Compliance Division enforces local and state laws for the Town of Loxahatchee Groves. Staffing includes one full-time Code Compliance Officer and two part-time Code Compliance Officers with varied schedules generally serving the Town seven days a week. Code Compliance staff work both proactively for life, health and safety issues and in response to community-initiated requests to address zoning, building, public nuisances, manure, and sign regulations, within the Town's limits. Code Compliance staff work in cooperation with outside agencies (County Fire Department, County Health Department and State FDEP) to resolve code-related issues and calls for service in an efficient and timely manner.

While the Code Compliance Division is complaint driven, code officers are also empowered to act when they observe violations in the field. The Town Council has directed staff to take a proactive approach regarding critical / life safety items which include but are not limited to:

- Floodplain Development Activities (FDAs)
- Unpermitted clearing or construction
- Manure violations
- Site triangle clearance
- Unpermitted Commercial Vehicle Use

Dozens of service requests are received monthly, in addition to numerous code violations identified by Code Compliance staff during routine patrols. The Code Compliance Division's primary focus is to achieve voluntary compliance through education and communication. Given the Town's rural character – with large, fenced parcels – initial outreach is primarily through Courtesy Letters and/or phone calls. Notices of Violation (NOV) / Notices of Hearing (NOH) are issued when compliance cannot be achieved through cooperation and voluntary compliance.

The initial service requests and officer-initiated contacts that require further investigation or action by Code Compliance staff are logged as cases. Code Compliance responds to and/or investigates each case to determine the appropriate course of action to best resolve these issues. Code Compliance staff logged sixty-three (63) total cases opened the 1st Quarter, up 33 from 30 cases opened in the 4<sup>th</sup> Quarter of last year. Anonymous complaints are not accepted pursuant to Florida Statue 162.21 unless there is an imminent threat to public health, safety, or environment. The Town may verify the identity of complainants as all information becomes public record.

Compliance efforts include incidents like residents building without permits, unpermitted use of property, and businesses operating without a business license. When a violation is found to have occurred, several code compliance tools are used to gain voluntary compliance such as nuisance abatement, a stop work order, citations and filing of a Special Magistrate code violation case. The decision for which tool to use is dependent on several facts including but not limited to the complexity or extent of the violation, cooperation of the property owner, and the extent the property is in compliance with all code regulations.

The Town recovers the administrative and logistical costs of bringing property owners into compliance via imposition of administrative fees by the Special Magistrate. Time spent conducting field inspections, sending letters and notices to property owners, issuing fines, and abating properties that will not otherwise come into compliance can be laborious. When fees are applied, Code Compliance has already made attempts to communicate with the property owner and to exhaust the administrative process. It is an unfortunate reality that some property owners would not make needed changes and/or repairs without the imposition of fees and penalties. On the

other hand, to protect property owners, there are statutory limits to fees, fees are assessed incrementally to gradually disincentivize inaction, and there are formal appeal processes in place to dispute fees and notices.

Item 12.

Members of the public can access the MGO online code compliance module. The system allows for better tracking of requests and provides complete access to the status of a submitted code complaint. Public outreach to encourage utilization of the online code compliance system remains ongoing.

### Code Compliance Statistics

|                                              | Q1 FY 25   | Q2 FY 26 | Q3 FY 26 | Q4 FY 26 | YTD 26     |
|----------------------------------------------|------------|----------|----------|----------|------------|
| Cases open at Start of Period                | 137        |          |          |          | 137        |
| New Cases Opened During Period               | 34         |          |          |          | 34         |
| Cases Opened from Citizen Complaints         | 13         |          |          |          | 13         |
| Cases Closed During Period                   | 21         |          |          |          | 21         |
| Cases Closed Due to Compliance               | 11         |          |          |          | 11         |
| <b>Cases Remaining Open at End of Period</b> | <b>160</b> |          |          |          | <b>160</b> |
|                                              |            |          |          |          |            |
| Initial Inspections Conducted                | 24         |          |          |          | 24         |
| Re-inspections                               | 26         |          |          |          | 26         |
| <b>Total inspections</b>                     | <b>51</b>  |          |          |          | <b>51</b>  |

Based upon the Town Council's directive, Town Staff has been more proactive in addressing code violations. Almost 62% of the code cases opened in the 1<sup>st</sup> quarter were officer initiated rather than citizen initiated. This is due to the arrival of the Equestrian Season and the push on review of recreational vehicles as well as the life, health and safety issue of line of sight.

### Cases by Violation Type opened in the 1st quarter

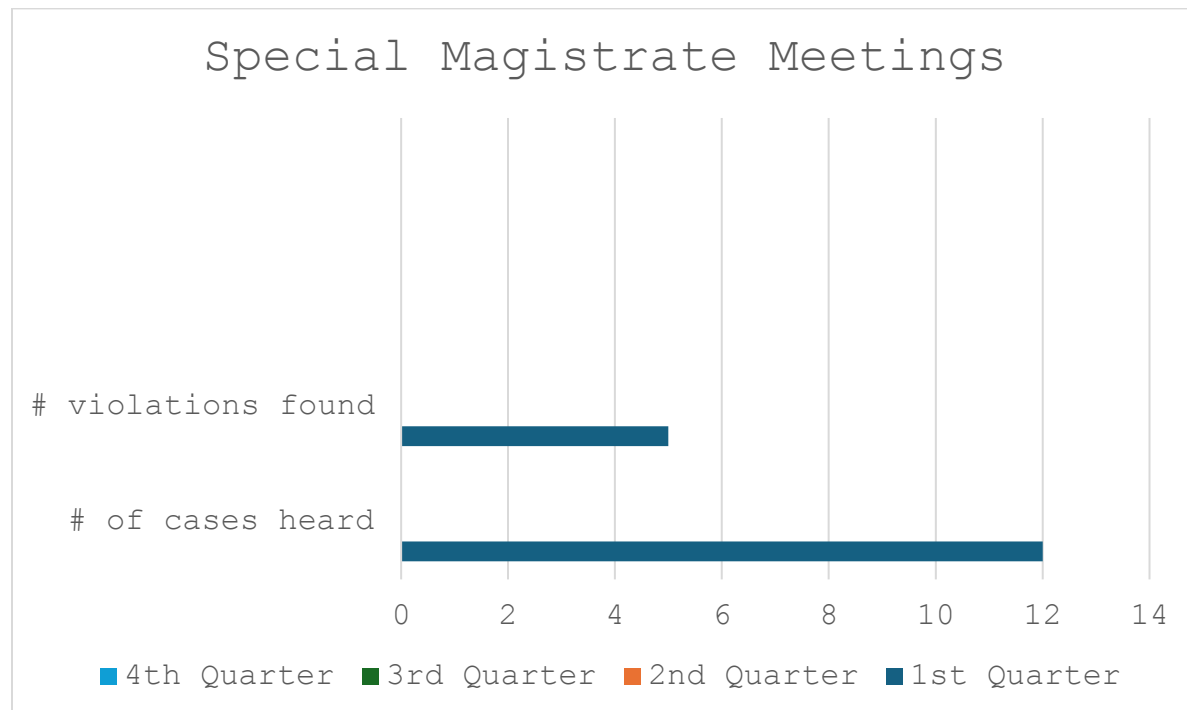
|                                                | Q1 FY 26 | Q2 FY 26 | Q3 FY 26 | Q4 FY 26 | YTD 26 |
|------------------------------------------------|----------|----------|----------|----------|--------|
| Floodplain Development (FDA)                   | 0        |          |          |          | 0      |
| Recreational Vehicle / Trailer                 | 9        |          |          |          | 9      |
| Business Tax Receipt                           | 0        |          |          |          | 0      |
| Building Permits Required                      | 7        |          |          |          | 7      |
| Zoning                                         | 0        |          |          |          | 0      |
| Bulk Trash                                     | 1        |          |          |          | 1      |
| Right-of-Way Violations                        | 1        |          |          |          | 1      |
| Tree Removal (Unpermitted)                     | 0        |          |          |          | 0      |
| Commercial Vehicles / Trailers                 | 0        |          |          |          | 0      |
| Prohibited Use                                 | 1        |          |          |          | 1      |
| Line of Sight                                  | 2        |          |          |          | 2      |
| Sign Violation                                 | 0        |          |          |          | 0      |
| Property Maintenance                           | 2        |          |          |          | 2      |
| Misc Violations (Nuisance, outdoor store, etc) | 11       |          |          |          | 11     |
| Manure Violations                              | 0        |          |          |          | 0      |



## Special Magistrate

Enforcement of local government ordinances has traditionally been effectuated by volunteers from the community, appointed by local government elected officials and empaneled as the local code enforcement board. While much of the Local Government Code Enforcement Boards Act indicates a legislative assumption that local governments will utilize volunteer code enforcement boards to render determinations as to the existence of code violations and applicable fines, The Act allows cities and counties to adopt an alternative method of code enforcement. The most common of these is the use of a Special Magistrate.

The Town uses the Special Magistrate process. The Special Magistrate is an attorney and a member of the Florida Bar in good standing, appointed by the Town Council to conduct code enforcement hearings pursuant to Florida Statute Ch. 162. County or Municipal Code Enforcement. The Special Magistrate is authorized to impose administrative fines and other non-criminal penalties where a pending or repeated violation of the Town's Code continues to exist through the issuance of orders, including final orders, in accordance with the controlling code, ordinance and resolution.



There were two (2) Special Magistrate meetings in the 1<sup>st</sup> Quarter since the November meeting was cancelled. Although 12 cases were heard, not all property owners were found in violation of the Town's regulations. This can be for many reasons including but not limited to voluntary compliance prior to the hearing or a request for continuance by the violator or the Town to gather more information to provide evidence for their case or to provide additional time to comply with the regulations.





# TOWN OF LOXAHATCHEE GROVES TOWN COUNCIL MEETING AGENDA ITEM MEMORANDUM

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Item 12.

**TO:** Mayor and Town Council of the Town of Loxahatchee Groves  
**FROM:** Francine L. Ramaglia, Town Manager  
**DATE:** February 3, 2026  
**SUBJECT:** Financial Quarterly Report

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|                           |                                   |                                                  |
|---------------------------|-----------------------------------|--------------------------------------------------|
| <b>Legal Sufficiency:</b> | <input type="checkbox"/> Reviewed | <input checked="" type="checkbox"/> Not Reviewed |
|                           | <input type="checkbox"/> Approved | <input type="checkbox"/> Not Approved            |

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**Background:**

The quarterly report was presented on the Monday, January 27<sup>th</sup>, 2026, Town Council & Financial Advisory and Audit Committee Joint Meeting.

View the agenda here: <https://loxahatcheegroves-fl.municodemeetings.com/bc-towncouncil/page/town-council-finance-advisory-and-audit-committee-joint-meeting>.

The online report is also available to view here:  
<https://www.loxahatcheegrovesfl.gov/1431/Financial-Reporting-At-a-Glance>

**Fiscal Impact:**

N/A

**Recommendation/Motion:**

Receive and File

**Attachments:**

N/A



155 F Road Loxahatchee Groves, FL 33470

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

**FROM: Francine L. Ramaglia, Town Manager**

**DATE: February 3, 2026**

**SUBJECT: Grants Status Report**

### **Background:**

The Town of Loxahatchee Groves has undertaken a comprehensive, multi-agency grant program to advance drainage, resiliency, and infrastructure priorities. This portfolio includes four Resilient Florida projects, multiple Florida Commerce (Rural Infrastructure Fund) applications, FDEP watershed and water-quality projects, and strong placement within Palm Beach County's Local Mitigation Strategy (LMS)—now ranked among the top 20 countywide.

High LMS scores are significant: the higher a project ranks, the greater its eligibility and competitiveness for funding through FDEM, FDEP, FEMA, USACE, USDA, and state legislative appropriations. These scores translate directly into dollars—projects above the 70-point threshold are prioritized for match-eligible funding and federal cost-share programs. Hopefully, our rural designation will be continued and the Town's matching requirements will be limited as they have been for the past couple of funding cycles.

As you know grant funding is a marathon, not a sprint. That said, the total long-range pipeline documented through LMS, FDEP, and Florida Commerce submissions position the Town among the most proactive small municipalities in Palm Beach County in pursuing resilience and infrastructure funding.

### **Summary of Active and Pending Grants**

| # | Project Name                   | Funding Source(s)                        | Grant Request* | Status                              | LMS Score (2025) | Notes                                                |
|---|--------------------------------|------------------------------------------|----------------|-------------------------------------|------------------|------------------------------------------------------|
| 1 | Control Structures at Southern | FDEP Resilient FL; FL Commerce RIF 12359 | \$2,484,000    | FDEP Submitted/ RIF Not Yet Funded* | 92               | Includes SCADA and Telemetry                         |
| 2 | SCADA & Telemetry              | Merged into #1 & #9                      | —              | Withdrawn                           | —                | Integrated under Control Structures and Basin Divide |



**155 F Road Loxahatchee Groves, FL 33470**

|   |                                                         |                                          |              |                                         |       |                                                              |
|---|---------------------------------------------------------|------------------------------------------|--------------|-----------------------------------------|-------|--------------------------------------------------------------|
| 3 | Collecting Canal & Road Improvements                    | FDEP Resilient FL; FL Commerce RIF 12365 | \$1,050,000  | FDEP Submitted/ RIF Not Yet Funded**    | 83    | Drainage and road stabilization                              |
| 4 | Loxahatchee Homes / Citrus Drive Area                   | FL Commerce RIF 12366                    | \$8,808,670  | RIF Not Yet Funded**                    | 81    | Utility and drainage rehab requested by USACE and USDA       |
| 5 | Stormwater Pond Design (Feasibility)                    | FL Commerce RIF 12368                    | \$150,000    | RIF Not Yet Funded**                    | 60    | Planning grant for new stormwater attenuation facility       |
| 6 | North Road & Canal Improvements                         | FL Commerce RIF 12370                    | \$11,440,128 | RIF Not Yet Funded**                    | 86    | Major resiliency corridor linking north basin                |
| 7 | Equestrian Trails / Multi-Use Paths (F Road)            | FRDAP FL Commerce RIF 12371;             | \$523,970    | FRDAP In Progress/ RIF Not Yet Funded** | —     | FRDAP \$200 k application under F Road safety & connectivity |
| 8 | North Area Roadway & Drainage Improvements              | FL Commerce RIF 12372                    | \$2,825,408  | RIF Not Yet Funded**                    | 72    | Updated from LMS 850263; north area drainage                 |
| 9 | Loxahatchee Groves Basin Divide (Okeechobee Structures) | FDEP Resilient FL; FL Commerce RIF 12369 | \$1,869,000  | FDEP Submitted/ RIF Not Yet Funded**    | 91–96 | Critical flood control gates — ranked in LMS top 10          |

| #  | Project Name                                           | Funding Source(s)                          | Grant Request | Status     | LMS Score (2025) | Notes                                                  |
|----|--------------------------------------------------------|--------------------------------------------|---------------|------------|------------------|--------------------------------------------------------|
| 10 | Okeechobee Trail Crossings / Rural Safety Improvements | Palm Beach TPA Transportation Alternatives | \$1,200,000   | Not Funded | —                | Aligns with County FY26 feasibility study for corridor |
| 11 | Public Works Building Replacement                      | LMS 111                                    | \$750,000     | Pending    | 84–86            | EOC hardening and facility replacement                 |
| 12 | Town Hall Generator & EOC Hardening                    | LMS 113                                    | \$150,000     | Pending    | 95–100           | Top LMS score — eligible for FDEM and HMGP             |
| 13 | Stormwater Master Plan & Resilience Strategy           | LMS 115                                    | \$240,000     | Pending    | 93–94            | Key planning tool to align all future grants           |



155 F Road Loxahatchee Groves, FL 33470

### Footnotes

\*Not a cumulative number; application to each agency for same project in same amount.

\*\* The Town has requested its designation as a Rural Community under the Florida Department of Commerce's Rural Economic Development Initiative (REDI) be revisited. Maintaining this designation is critical to the Town's ability to qualify for **reduced or waived matching requirements** under State and Federal programs, including ability to participate in the Rural Infrastructure Fund (RIF). Councilmember and our lobbyists met with Commerce leadership and there are ongoing efforts to secure funding from the state and/or its various organizations for cost-effective infrastructure, resiliency, and quality-of-life improvements for residents without placing additional burdens on the local tax base.

As shown above, the Town also submitted four Resilient Florida projects now under FDEP review. These include control structures, basin divide upgrades, stormwater attenuation design, and the master plan integration. Each project aligns with LMS-ranked priorities and positions the Town for future FEMA BRIC and HMGP opportunities. The Town has received letters of support for these funding requests from both Representative Weinberger and Senator Harrell.

### **LMS Rankings and Significance**

Loxahatchee Groves' projects scored exceptionally well in the 2025 Palm Beach County LMS cycle—nine of them placing within the Top 20 countywide detailed grant listing (County scoring previously sent to Town Council attached herein). This matters because these scores represent the Town's technical and financial readiness. The higher the score, the more competitive the project is for federal and state funding priority lists. Being within the top 20 means that funding agencies view these projects as immediately shovel-ready and eligible for cost-share or 100 % funding depending on rural status and state appropriation availability. For example,

- Town Hall Generator (Score 95–100) and Basin Divide Structures (Score 91–96) are within the top 10, positioning the Town for priority eligibility in FDEM and FEMA mitigation funding.
- Control Structures at Southern (Score 92) and Stormwater Master Plan (Score 93–94) strengthen the Town's case for multi-year Resilient Florida appropriations.
- Collecting Canal, Lox Homes, North Road, and Public Works Facility are in the next tier ( 80 + points ), qualifying for federal matching under RIF and FDEP programs.
- Town Hall Generator (Score 95–100) and Basin Divide Structures (Score 91–96) are within the top 10, positioning the Town for priority eligibility in FDEM and FEMA mitigation funding.





155 F Road Loxahatchee Groves, FL 33470

- Control Structures at Southern (Score 92) and Stormwater Master Plan (Score 93–94) strengthen the Town’s case for multi-year Resilient Florida appropriations.
- Collecting Canal, Lox Homes, North Road, and Public Works Facility are in the next tier ( 80 + points ), qualifying for federal matching under RIF and FDEP programs.

### **Related FEMA / FDEM Recovery Funding**

The Town currently has four active obligated projects under FEMA Category A, B, D, and Z. To date, approximately \$417,000 in reimbursements have been approved for payment via the Florida Division of Emergency Management (FDEM) for Hurricane Milton recovery work. A reconciliation of obligated versus paid projects is underway to ensure the Town’s financial tracking aligns with State and FEMA records.

- Milton Category A: Debris Removal — Ongoing Reimbursement
- Milton Category B: Emergency Protective Measures — Ongoing
- Milton Category D: Damage Repair and Mitigation — Under Review
- Milton Category Z: Administrative Costs

These reimbursements represent a critical cashflow source for the Town’s recovery and directly support continued infrastructure repairs and preparedness improvements. We are also working with FEMA with regard to collections remaining from prior storm events.

### **Trail and Recreation Grant Applications**

On September 30, 2025, the Town submitted two Florida Recreation Development Assistance Program (FRDAP) applications to the Florida Department of Environmental Protection. The first, the F Road Trail Connectivity and Safety Project (\$200,000), enhances multi-use trail access, surface stabilization, and drainage along the F Road corridor. The second, the North Road Trailhead and Connectivity Project (\$150,000), provides a small trailhead, safety signage, and drainage improvements to connect with the regional equestrian and multi-use trail network. Both projects align with the Town’s Local Mitigation Strategy (LMS) priorities and complement related funding requests through the Resilient Florida, RIF, and Recreational Trails Program (RTP) grants.

| Project Title                                          | Amount Requested | Alignment                               |
|--------------------------------------------------------|------------------|-----------------------------------------|
| <b>F Road Trail Connectivity &amp; Safety Project</b>  | \$200,000        | LMS 121 / RIF #12370005 / RTP Extension |
| <b>North Road Trailhead &amp; Connectivity Project</b> | \$150,000        | LMS 116 / RIF #12372007 / RTP FY 26     |



155 F Road Loxahatchee Groves, FL 33470

In addition to the two FRDAP submissions, the Town also submitted a Recreational Trails Program (RTP) grant application through the Florida Department of Environmental Protection's Office of Greenways & Trails on May 31, 2025. The RTP application—titled F Road Multi-Use Trail Extension and Connectivity Improvements—requests \$450,000 with a 20 percent local match to extend the existing trail northward toward North Road and improve safety, drainage, and signage along the corridor.

The RTP submittal was developed concurrently with the Resilient Florida and Florida Commerce RIF applications so that the Town could cross-cover the connectivity and drainage elements of the same corridor in multiple eligible programs. Portions of the F Road and North Road connectivity are therefore reflected not only in the recreation funding requests (FRDAP and RTP) but also in the resilience and infrastructure grants—specifically RIF #12370005 (North Road Improvements) and Resilient Florida Control Structure and Basin Divide Improvements. This integrated approach strengthens overall scoring and leverages multiple state and federal cost-share opportunities for the same multi-benefit corridor. We have not yet been notified on Resilient Florida, FDEP and on FRDAP submittals.

### **Solid Waste Authority (SWA) Community Grant Submittals**

The Town plans to submit two grant applications totaling \$330,000 to the Solid Waste Authority (SWA) of Palm Beach County under its Community Recycling and Beautification Program in November. The first, the CRANE Initiative (Community Recycling and Connectivity Nodes Enhancement), supports recycling education and collection improvements at key public and trail-access points throughout Town. The second, the Okeechobee Corridor Beautification and Amenities Project, seeks funding for decorative banners, landscaping, and small-scale public amenities at major intersections along Okeechobee Boulevard. Both projects advance the Town's corridor identity, litter reduction, and environmental education goals while leveraging local partnerships and matching contributions through Public Works.



155 F Road Loxahatchee Groves, FL 33470

| Grant Title / Program                                                   | Amount Requested | Local Match / In-Kind                                  | Purpose / Description                                                                                                                                                                                                           |
|-------------------------------------------------------------------------|------------------|--------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CRANE Initiative – Community Recycling & Connectivity Nodes Enhancement | \$180,000        | \$45,000 (in-kind site prep, signage, and maintenance) | Installation of small “Recycling & Connectivity Nodes” at Town Hall, North Road, and trail intersections; recycling bins, educational signage, and minor site improvements to promote community recycling and litter reduction. |
| Okeechobee Corridor Beautification & Amenities Project                  | \$150,000        | \$35,000 (in-kind landscaping and staff labor)         | Purchase and installation of banners, landscaping, and small amenities (for instance, planters) at major Okeechobee Boulevard intersections to enhance corridor identity and community pride.                                   |

We were awarded \$18,000 of amounts requested.

### **FY 2026 Legislative Appropriations Requests**

The Town will reaffirm and resubmit the same appropriations requests approved and filed last year, with updated documentation and current-year cost estimates. These projects remain consistent with the Town’s Local Mitigation Strategy priorities and the State’s resilience and infrastructure funding objectives. The FY 2026 appropriations requests submitted included:

1. **Loxahatchee Groves Control Structure Resiliency Improvements:** (LFIR #2065, HSE #1771) Funding would be for the construction, repair, and improvements to the pump station and three critical water control structures on Southern Blvd to maintain water levels, prevent flooding, protect agriculture, and safeguard local infrastructure. These improvements strengthen long-term water-management reliability, support agricultural and equestrian operations, and reduce emergency response costs. The project also provides regional benefit by improving flood-control performance on the Southern Blvd corridor and supporting shared objectives with the SFWMD. This project is required to avert and mitigate flooding and potential storm damage and disaster--the control structures and single pump that the stormwater system relies upon are over 50 years old with significant unaddressed deferred maintenance. The project is shovel-ready, regionally significant, and aligns with SFWMD priorities, providing high value and low implementation risk.
  - o **Requested: \$750,000**
  - o Match: 50%
  - o Sponsors: Senator Harrell, Representative Weinberger
2. **Loxahatchee Groves Stormwater System Rehabilitation Phase III:** (LFIR #2066, HSE #1772) Phase III will include improvements at canal junctions, pump stations, control structures, and public culvert crossings. The Town has identified high priority repairs for culverts, swales and catch basins on its major local roads, as well as over 200 potential locations needing improvements, including culverts and swales also needed on primary north-south connectors. This shovel ready project builds resiliency, enhances general public safety and access, flood responses, emergency operations and storm preparedness in rural areas by



155 F Road Loxahatchee Groves, FL 33470

maintaining access and flood protection for residential properties; protects municipal operations; preserves use of critical infrastructure, surface water pump stations, electrical transmission center and other utilities; protects first responder vehicles, vehicle storage areas, and roadways used by the first responders during states of emergency; reduces flood related safety hazards and immediate cost of damages and injuries; and reduces flood-related maintenance for roadways.

- **Requested: \$750,000**
- Match: 50%
- Sponsors: Senator Harrell, Representative Weinberger

These appropriations continue to align directly with the Town's top-ranked LMS projects and complement existing applications through Resilient Florida, RIF, and FEMA BRIC/HMGP programs. Coordination with local delegation members and legislative staff will ensure continuity of support and inclusion in the FY 2026 state budget.

### **Regional Coordination and Next Steps**

#### Okeechobee Corridor & County Partnerships

- Active coordination with Palm Beach County on FY 2026 Okeechobee Corridor Feasibility Study for drainage, traffic calming, and rural safety as well as the County's Master Transportation Plan.
- Advancing traffic engineering support for rural standard design integration and equitable cost sharing. Also working towards greater attention to maintenance and drainage infrastructure issues that should be addressed by the County.
- Working with Palm Beach County Engineering and the Transportation Planning Agency (TPA) to explore future funding for crossings, culverts, roundabouts, and trail connections under both the Transportation Alternatives (TA) and Local Initiatives (LI) programs. The County's FY 2026 budget already includes a feasibility study for the Okeechobee Corridor, which will provide key data for the Town's future grant applications.
- TPA Transportation Alternatives Program: \$ 1.2 million Okeechobee Blvd Multi-Use Trail Project – not awarded.

#### Environmental and Restoration Grants:

- Pursuing Community Land Trust (CLT)-based tree mitigation and water-quality partnerships to enhance grant eligibility and implement stormwater nutrient reduction on 10 acres at Sites A, D, and Folsom.
- Evaluating new submittals for FDEP Water Quality Grant FL1327, SWAG FL0519, and Land and Water Conservation Fund (LWCF) to expand resiliency and open-space funding.



155 F Road Loxahatchee Groves, FL 33470

### Federal Engagement

- Following up on USACE and USDA requests for data on the Loxahatchee Homes Rehab, Weir Rehab & Folsom Gates, and Canal Rehabilitation and Pumphouse Improvements projects—these align directly with top-ranked LMS submittals.

### What Comes Next

- Follow up on FDEP Watershed Grant applications and 2026 Resilient Florida submittals, FRDAP and RTP grant applications.
- Monitor LMS Top-20 Priority Projects for funding announcements and prepare FEMA HMGP and BRIC applications submittals as windows open.
- Evaluate submissions for programs that directly reinforce the Town's LMS priorities and ecological restoration goals:
  - **FDEM / HMGP** – Hazard Mitigation post-disaster grants.
  - **Land and Water Conservation Fund (LWCF).**
  - **FL1327 Water Quality Grant** – nutrient reduction.
  - **FL0519 SWAG Program** – stormwater nutrient reduction and green infrastructure.
- Formalize Community Land Trust tree mitigation framework to support future water-quality and restoration grants, particularly seeking at least 10 acres at Sites A, D, and Folsom.
- Update the public-facing Grant Tracker and Totals by Funding Source matrix for FY 2026 CIP update for applications and budget integration upon award.



# Palm Beach County Fire Rescue

## Loxahatchee Groves

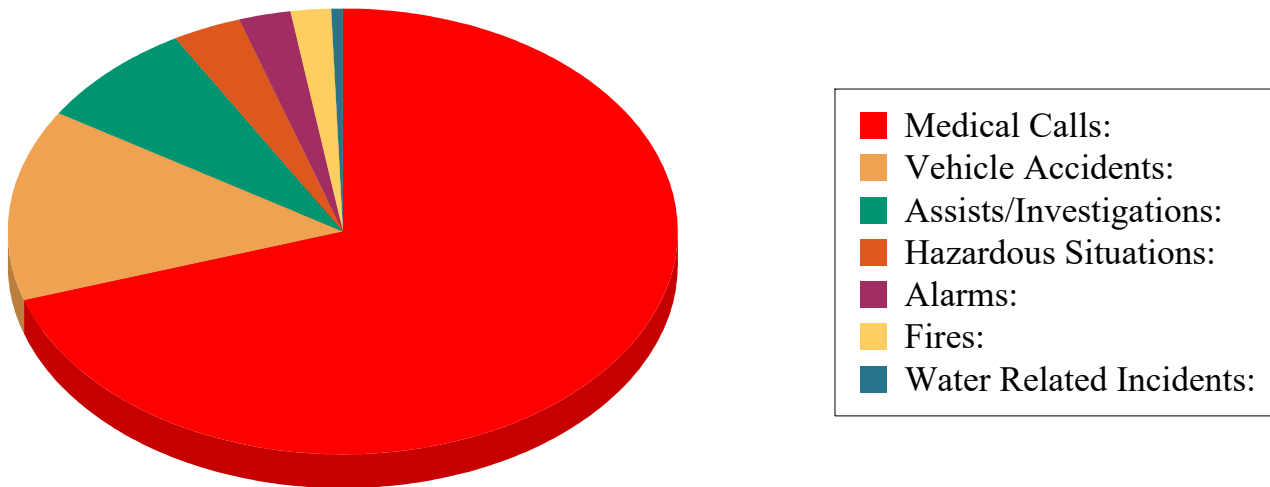
### 10/04/2025 to 01/04/2026

| Average Response Times | Disp Hand      | Turnout        | Travel         | Resp Time      |
|------------------------|----------------|----------------|----------------|----------------|
| Emergency Calls:       | <u>0:00:45</u> | <u>0:00:45</u> | <u>0:06:35</u> | <u>0:08:04</u> |

| <u>Type - Situation Dispatched</u> | <u># of Incidents</u> | <u>%</u>              |
|------------------------------------|-----------------------|-----------------------|
| Medical Calls:                     | 109                   | 69.87%                |
| Vehicle Accidents:                 | 22                    | 14.10%                |
| Assists/Investigations:            | 12                    | 7.69%                 |
| Hazardous Situations:              | 5                     | 3.21%                 |
| Alarms:                            | 4                     | 2.56%                 |
| Fires:                             | 3                     | 1.92%                 |
| Water Related Incidents:           | 1                     | 0.64%                 |
| <b>Total</b>                       | <b><u>156</u></b>     | <b><u>100.00%</u></b> |

## Calls by Situation Dispatched

Loxahatchee Groves



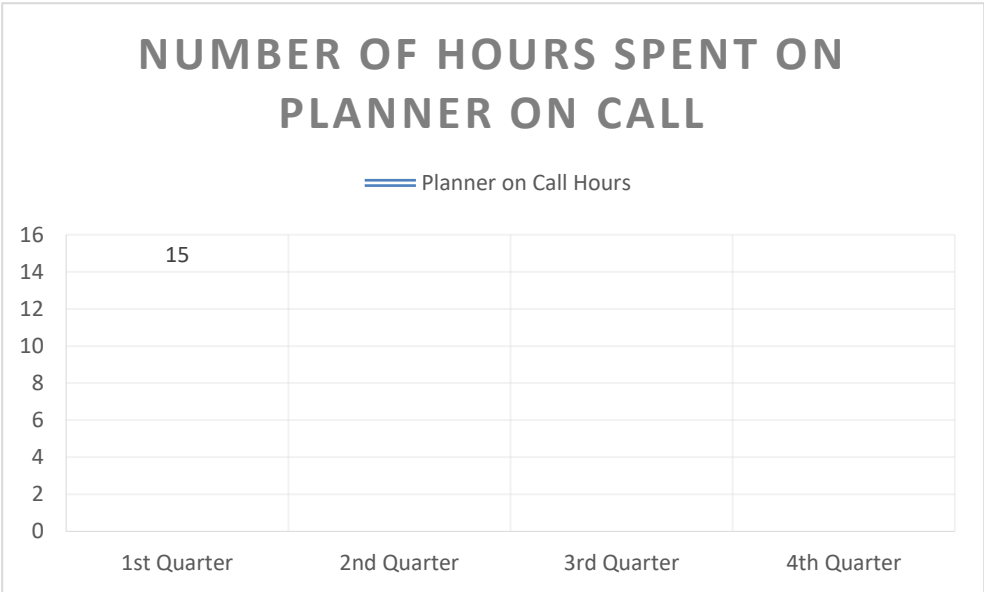


**Planning and Zoning Division**

The Planning and Zoning Division quarterly report is intended to inform the Town Council and the residents of various Planning and Zoning and Business Tax Receipt activities, as well as the most recent improvements in the overall processing of petitions and permits and handling of customer inquiry requests.

**I. Planner on Call**

Planner-On-Call is a customer service provided to answer questions and assist citizens regarding the Town’s Comprehensive Plan, Unified Land Development Code, and other planning topics. A staff member is available to meet with residents who walk in the office, call on the phone, or email questions to the Planner on Call email. This service is available Monday through Friday from 8:30 a.m. to 3:30 p.m.

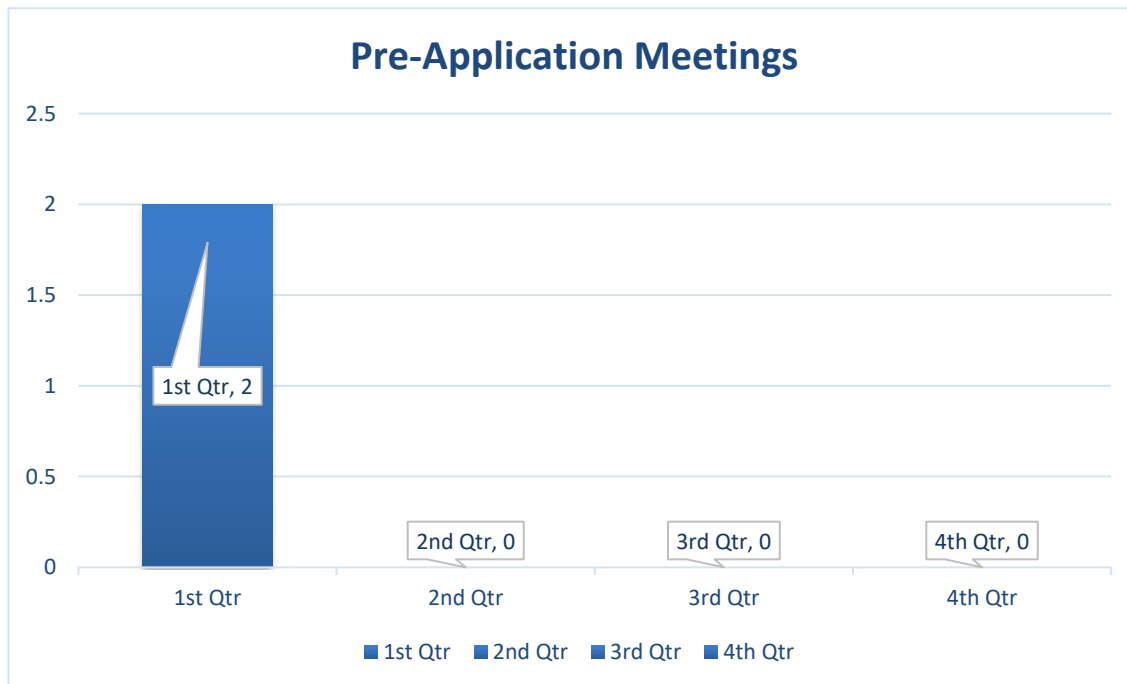


This service is being provided exclusively by Town Staff. The number of hours is stabilizing now that everyone is aware that staff is more familiar with the ULDC, the processing of petitions and responses being provided are more comprehensive and staff is training the users on how to obtain the necessary information independently rather than having to contact the Town. There were thirty-six (36) emails received during the 1<sup>st</sup> quarter and approximately half that number as phone calls. We try to direct the public to email their requests to ensure a quicker response and a better way to

monitor staff's time and energy spent on such inquiries.

## 2. Pre-Application Meeting Held Quarterly

The purpose of the Pre-Application Meeting is to offer applicants an interdepartmental staff review of preliminary or conceptual design applications. These meetings are intended to provide a better understanding of the Town's permitting process, and through early consultation, troubleshoot project issues for potentially complex development proposals. Planning application fee estimates may be provided to applicants based on the submitted project description. During the Pre-Application Meeting, the Community Standards Director serves as the lead facilitator with various employees and consultants at the meeting to address specific areas such as fire, police, engineering, and public works standards.



Petitions heard at Pre-Application meetings during the 1<sup>st</sup> Quarter

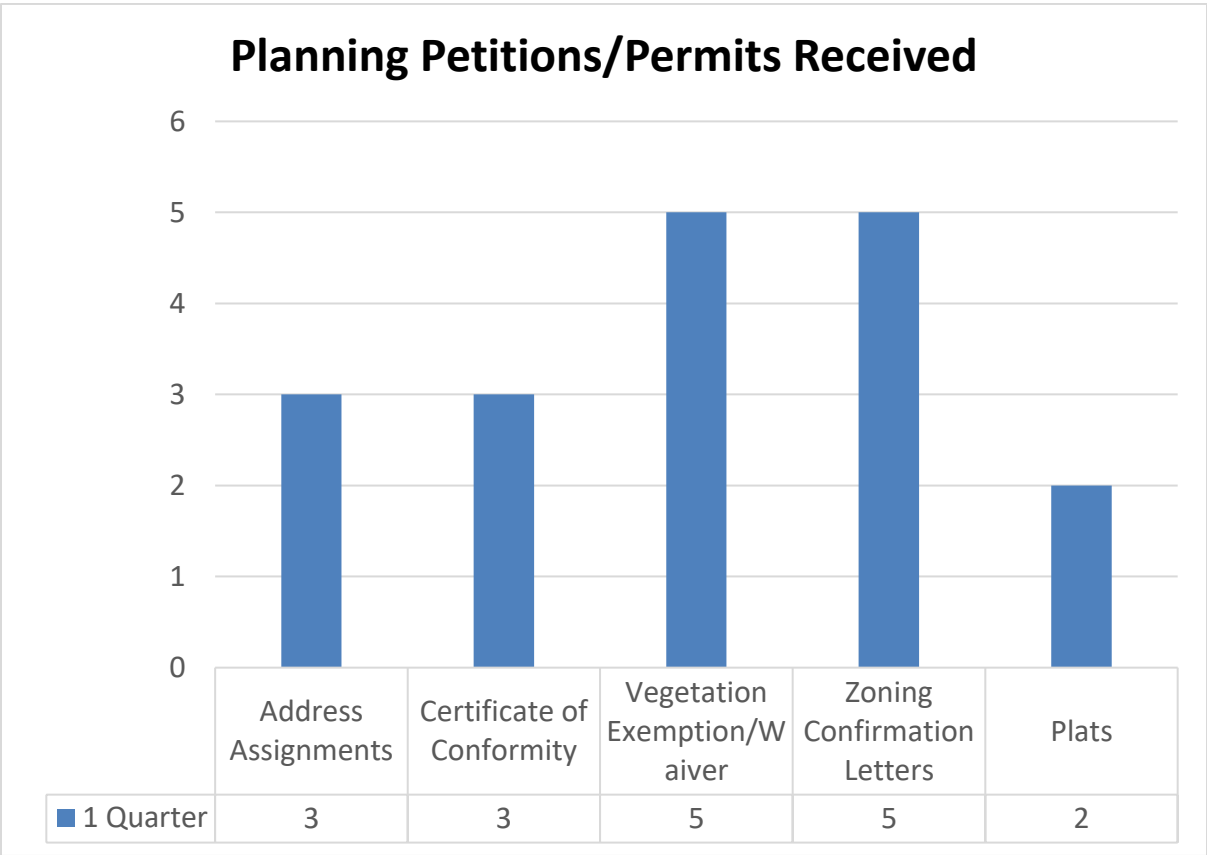
- 15731 Southern Blvd – Tractor Supply Store – Proposed Feed Center to replace the existing Storage Shed
- Northeast corner of Southern Blvd (State Rt 80) & Groves Town Ctr Dr (APN: 41-41-43-31-13-004-0000 - subdivide the property into three-four lots with tenants that will likely include a drive-thru coffee.

shop, another drive-through service restaurant, and an oil change shop.

Neither petition has been formally submitted to the Town.

3. Planning Petition and Permits by Type

Eighteen (18) Permits/Applications were filed during the 1<sup>st</sup> Quarter. Majority of petitions/permits were related to vegetation permits and zoning confirmation letters. However, two (2) private plat applications were filed. The first one was Southern Landscaping which was reviewed by the Town Council, and second one was the first administrative plat application for Groves Town Center modifying the plat to show FPL easements that have been recorded, adding text because the First Amended and Restated Declaration Regarding Maintenance Obligations and filling in blanks regarding the Fourth Amendment to the Declaration of Master Covenants because the documents had not yet been recorded when the plat was first filed.

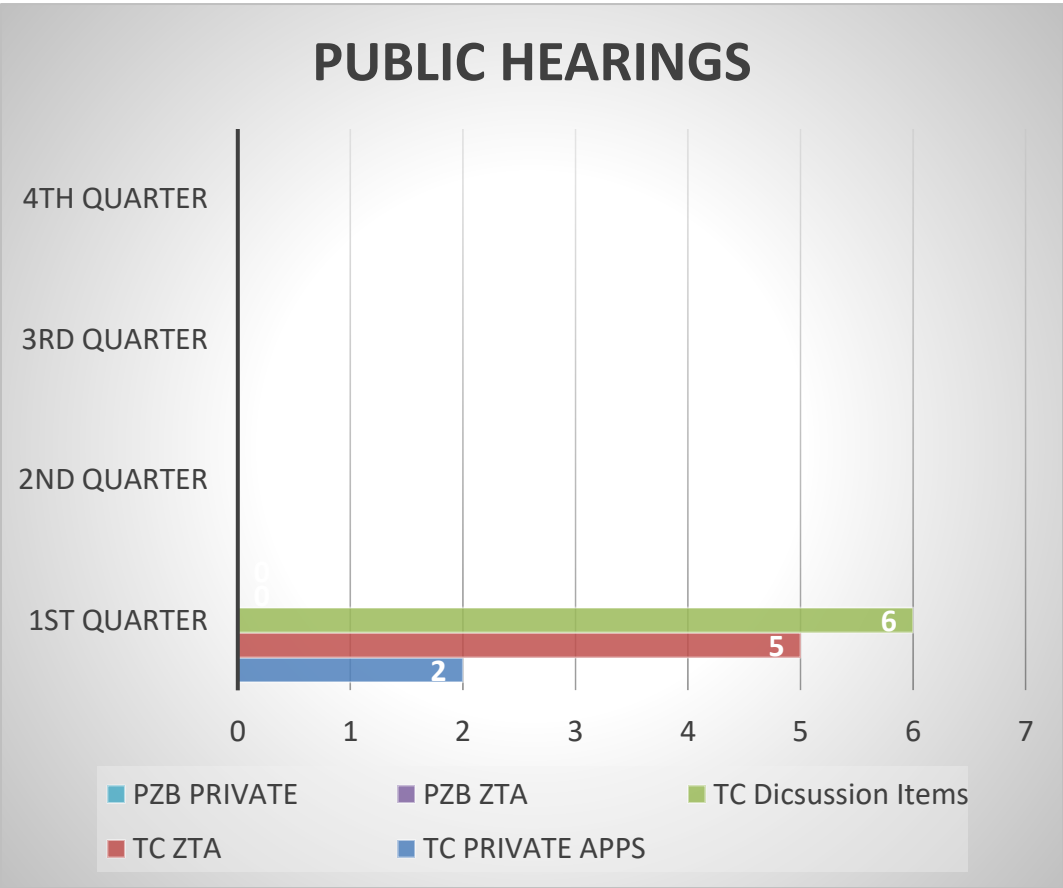


4. DRC Meetings Held July – September 2025

The Development Review Committee (DRC) ensures that development requests are processed with a minimum amount of delay, and that applicants are kept advised as to the status of their project. The DRC review is a three-step process. The first step determines if your application is complete and ready for review. The second step is for the applicant to explain their project to the DRC and to answer any questions from the DRC members. This step also provides an opportunity for the DRC members to review the project, generate comments and prepare a recommendation for the Planning and Zoning Board and/or Town Council. The last step is for the Project Manager to provide draft recommendations and conditions to the applicant and discuss with the applicant on agreement of the recommendations and/or conditions.

Petitions heard by the DRC during the 1st Quarter: None

5. Town Council and Planning and Zoning Board Hearings



During the Frist Quarter there were a total of five (5) meetings held by the Town Council which discussed Development Petitions. Two were private party requests – Specimen Tree Removal and Plat approval. The rest were Town initiated Zoning Text Amendments which took more than one meeting to be approved. (Lien Reduction, Tree Mitigation Trust Fund and Administrative Approval of Plats.) The Planning and Zoning Board did not meet in the 1<sup>st</sup> Quarter.

### **Business Tax Receipt Division**

The Town's Code of Ordinances states, a local Business Tax Receipt (BTR) is required before engaging in any business in Loxahatchee Groves including home-based businesses and rental properties. Any person who maintains a permanent business location or branch office within Loxahatchee Groves or engages in or manages any business in Loxahatchee Groves must complete and apply to obtain a BTR. Such application shall be made by the owner, partner, or an officer of the business. Business Tax Receipts need to be renewed annually if the business is still active. As of January 27, 2026, there are three hundred sixty-seven (367) BTRs issued in the Town.

For the 1st Quarter, there were four (4) new businesses that opened:

- Angel Heart Ranch – 14339 Collecting Canal Road (Equestrian Boarding)
- MDO Builders Corp. – 2135 F Road (Contractor) Home Office
- Palm Beach Pediatrics 13475 Southern Blvd, Suite 202 (Professional Services)
- H3 Plumbing 3928 C Road - (Contracting) Home Office

### **Planning and Zoning and BTR Division Quarterly Summary – 4<sup>th</sup> Quarter 2025**

#### **Key Activities and Achievements:**

- Improvement of Processes – The new code lien procedures were presented to the Town Council and adopted. Town Staff is implementing the new regulations.
- Improvement of Processes - The Code Compliance Division started an initiative and has been actively collecting Administrative Fees that were imposed by the Special Magistrate when a code compliance case was heard by the Special Magistrate. These fees are now being monitored by the Community Standards Department.

- Improvement of Communications - The Planning and Zoning Division updated the Town's website to include landscape management, site plan and pre-application process pages as well as starting a business page.
- Addition of Technology - The Business Tax Receipt Division updated the Town's website to provide instructions on how to use MGO since we went online with MGO on December 1, 2025, and to provide a sheet on BTR classifications.
- Improvement of Processes - The Planning and Zoning Division conducted two zoning and/or landscaping inspections to assist in quicker issuance of C/Os. These inspections were being done by the Town's consultants.
- Training and Employee Improvement - Management started a training and learning program with Community Standards staff and has held one (1) lunch and learn with the Property Appraiser's Office to discuss agricultural exemptions.

**Key Trends:**

- The number of Zoning Text Amendments has been affected by the adoption of Senate Bill 180 which prohibits the adoption of any development regulations which are more restrictive than those existing.
- The Community Standards Department has been receiving several public inquiries about whether properties within the Town's limits will allow uses that are not permitted such as warehouse and industrial use.



## Public Works Quarterly Report for the First Quarter 2026

### Craig Lower CDM – Public Works Superintendent

The Public Works Department is responsible for maintaining safe, quality roadways and drainage infrastructure for residents and visitors who live, work and travel throughout the Town. The purpose of this report is to highlight the projects and maintenance conducted throughout the Town during the first quarter of 2026. The department's responsibilities encompass performing all needed repairs & maintenance related to roadway system including right-of-way/easement mowing, tree trimming, (excluding privately owned roads), traffic control, bridges, drainage system & structures, and responding to emergencies in order to keep the roadways and drainage infrastructure safe and operational. Additionally, the Public Works Department is responsible for the emergency management function of the town including overseeing storm related debris removal and recovery functions. The Public Works Department relies on our vendors to provide products and cooperation and patience from the residents during construction projects. Public Works staff would like to acknowledge those residents who were affected by our work to improve the drainage and transportation needs of the Town.

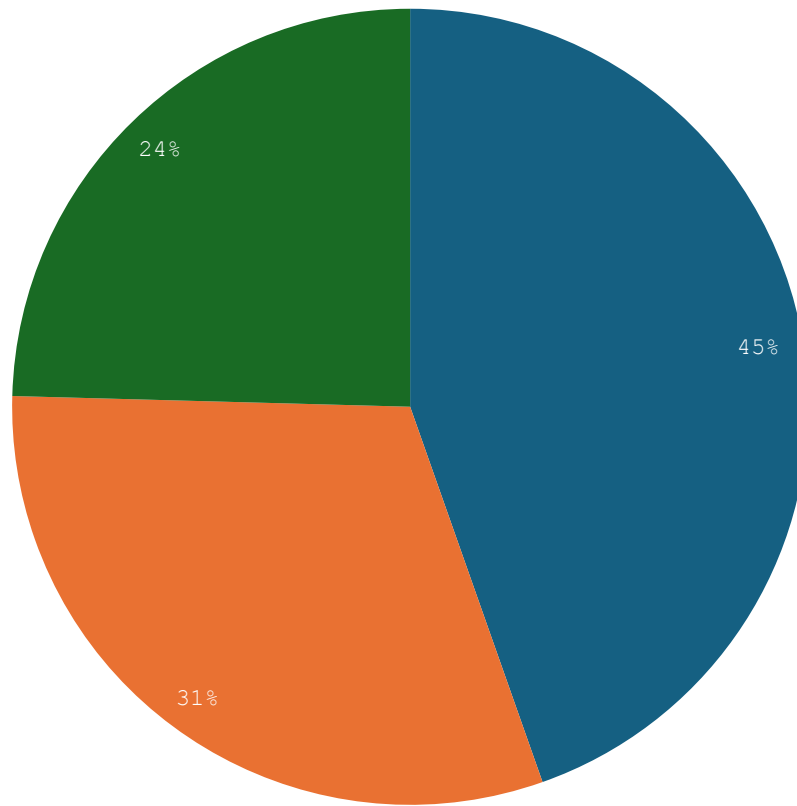
### Grading:

In order to ensure the road grading frequency is in line with the needs of the residents, Public Works management has modified the grading schedule to ensure all of the roads are graded a minimum of twice a month. The grading miles to date and schedules for the first quarter appear below.

## Town of Loxahatchee Groves Public Works Grading Report 2026 (in miles)

| October | November | December | January | February | March | April | May | June | July | August | September |
|---------|----------|----------|---------|----------|-------|-------|-----|------|------|--------|-----------|
| 84.26   | 58.24    | 46.42    |         |          |       |       |     |      |      |        |           |
|         |          |          |         |          |       |       |     |      |      |        |           |

FY 2026 GRADING MILES



■ October 
 ■ November 
 ■ December 
 ■ January 
 ■ February 
 ■ March 
 ■ April 
 ■ May 
 ■ June 
 ■ July 
 ■ August 
 ■ Sept

# October 2025

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

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

# November 2025

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

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

# December 2025

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

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

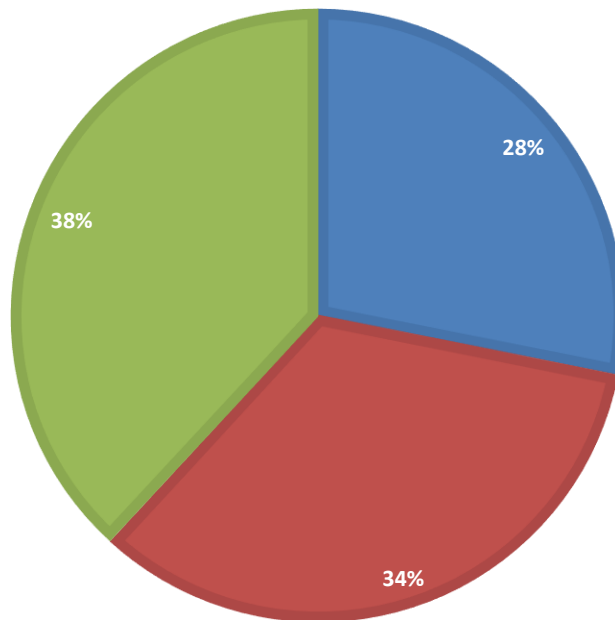
### Mowing activities on Town roads and canal banks

The mowing crew has adopted a methodology to mowing to ensure all of the parts of Town that they are responsible for is completed before moving to a different section. This methodology includes beginning on the A Rd canal and working across the Town based on staffing. The use of this methodology has increased efficiency and improved the appearance of the Town canals and swales. During the winter months, due to slow growth of native materials, mowing is reduced to concentrate on backlogged items throughout the Town.

| Town of Loxahatchee Groves Public Works Mowing Report 2026 (in miles) |          |          |         |          |       |       |     |      |      |        |           |
|-----------------------------------------------------------------------|----------|----------|---------|----------|-------|-------|-----|------|------|--------|-----------|
| October                                                               | November | December | January | February | March | April | May | June | July | August | September |
| 123.7                                                                 | 148.34   | 167.9    |         |          |       |       |     |      |      |        |           |
|                                                                       |          |          |         |          |       |       |     |      |      |        |           |

### FY 2025 MOWING ACTIVITIES

■ October ■ November ■ December ■ January ■ February ■ March ■ April ■ May ■ June ■ July ■ August ■ September





Canal, Swale, and Culvert Maintenance, Roads Repairs:

The Public Works Department continues to actively monitor pavement conditions and perform asphalt repairs as necessary. The department recently completed the construction of the multi-use trail connecting Hyde Park to F Road, improving accessibility and recreational opportunities for the community. Crews are progressing with the widening of A Road as part of the Fiscal Year 2025/26 paving project, preparing the corridor for future improvements. Additionally, staff installed a new culvert pipe at the intersection of 147th and North Road to enhance drainage and roadway stability. Drainage improvements were also made along 161st and 160th, where crews removed dead vegetation and regraded the slope to ensure proper water flow. Routine maintenance efforts included pothole repairs throughout the town to maintain safe and reliable travel conditions.

Solid Waste:

There were seventy-two total complaints to Coastal between October 1, 2025, through December 31, 2025. Of the seventy-two complaints, eight were general service complaints, thirty-two of the complaints were from missed pickups. Thirty-two complaints were from yard waste calls. All of the yard waste complaints were due to resident piles being larger than the permitted six cubic yards. The missed pickup complaints were resolved within twenty-four hours. None of the complaints resulted in a contract violation and therefore no fines were assessed. The table below outlines the amount of vegetation removed from the Town since the start of the fiscal year.

| RESIDENTIAL CREDIT BY TONNAGE |                 |
|-------------------------------|-----------------|
| SCHEDULE OF ADJUSTMENTS       |                 |
| 2025/2026                     | VEG TONS        |
| <b>TOTAL VEG</b>              | <b>3,085.69</b> |
| OCTOBER 2025                  | 379.05          |
| NOVEMBER 2025                 | 395.86          |
| DECEMBER 2025                 | 468.04          |
| JANUARY 2026                  |                 |
| FEBRUARY 2026                 |                 |
| MARCH 2026                    |                 |
| APRIL 2026                    |                 |
| MAY 2026                      |                 |
| JUNE 2026                     |                 |
| JULY 2026                     |                 |
| AUGUST 2026                   |                 |
| SEPTEMBER 2026                |                 |
|                               |                 |
| BALANCE REMAINING             | 1872.74         |

## Capital Improvements

**FY 25 Paving Plan:** Paving A Rd. from Collecting Canal Rd. to North Rd. This project continues to move forward. Notices have been sent out to the residents regarding the easements and community meetings have been held to discuss the project. This project will commence in stages. The first stage is to obtain the easements for the project. Staff are still working on obtaining all of the required easements. At this time nineteen of the twenty one required easements have been obtained. The attempt to contact residents continues and individual meetings are still being set up for them to discuss the project and complete the easement process. Staff continue the process of realigning the A Rd Canal bank in preparation for the drainage work. Staff has started the tree removal process to clear the easements for the swale work. The plan to begin the installation of the catch basins and culverts under A Rd after the vegetation is removed for the drainage to be installed once all the easements are secured. Once the road is completely prepped, it will then be paved.

**FY25 Culvert Replacement:** Huurr Homes will proceed with Work Order 1- F Rd/Collecting Canal/6<sup>th</sup> Ct N, with construction scheduled to begin by February 2026. The contractor has submitted all required project submittals, which have been reviewed and approved. Staff will be putting out large variable message boards to notify residents of the start date two weeks prior to the start date, informing them that the project will require the closure of F Rd / Collecting Canal / 6th Ct N for approximately one month to accommodate construction activities.

Following the completion of Work Order 1, Work Order 2 – Kerry Ln and F Rd are scheduled to begin next.

Work Order 3 – Folsom Rd and 25th Place North completed.

Work Order 4 – Bunny Ln and D Rd completed.

| TOWN OF LOXAHATCHEE GROVES CAPITAL PLAN                                                                             |            |                     |                 |              |                     |
|---------------------------------------------------------------------------------------------------------------------|------------|---------------------|-----------------|--------------|---------------------|
| Description                                                                                                         |            | Status              | Budgeted Amount | Encumbered   | Expected Completion |
| <b>Road Paving Plan (overlay program)</b>                                                                           |            |                     |                 |              |                     |
| A South                                                                                                             | 1.25 miles | Obtaining Easements | \$363,688.00    |              | October 2025*       |
| Collect Canal                                                                                                       | 3.25 miles | Obtaining Easements | \$145,475.00    |              | October 2025*       |
| E North (gap)                                                                                                       | 0.25 miles | Obtaining Easements | \$72,738.00     |              | October 2025*       |
| Folsom (gap)                                                                                                        | 0.25 miles | Obtaining Easements | \$72,738.00     |              | October 2025*       |
| West 25 Street (gap)                                                                                                | 0.15 miles | Obtaining Easements | \$43,643.00     |              | October 2025*       |
| G west (gap)                                                                                                        | 0.1 miles  | Obtaining Easements | \$29,095.00     |              | October 2025*       |
|                                                                                                                     |            |                     | \$727,377.00    |              |                     |
| <b>Road Rock Plan (rebuilding of roadbeds)</b>                                                                      |            |                     |                 |              |                     |
| Collect Canal                                                                                                       | 3.25 miles | Obtaining Easements | \$12,000.00     |              | July 2025*          |
| A South                                                                                                             | 1.25 miles | Obtaining Easements | \$75,000.00     |              | July 2025*          |
|                                                                                                                     |            |                     | \$87,000.00     |              |                     |
| <b>Stormwater/Roadway Drainage Improvements</b>                                                                     |            |                     |                 |              |                     |
| <b>Specific Maintenance Projects</b>                                                                                |            |                     |                 |              |                     |
| Pump House (including instrumentation and controls)                                                                 |            | Obtaining PO        | \$10,000.00     |              | September 2025      |
| Gate Repairs at 'A'                                                                                                 |            | Obtaining Quotes    | \$10,000.00     |              | TBD                 |
| Gate Repairs at 'Folsom'                                                                                            |            | Obtaining Quotes    | \$15,000.00     |              | TBD                 |
|                                                                                                                     |            |                     | \$35,000.00     |              |                     |
| <b>Swales &amp; Culverts</b>                                                                                        |            |                     |                 |              |                     |
| Swales, Catch Basins and Other Control Structures                                                                   |            | PO Obtained         | \$350,000.00    | \$85,823.90  | September 2025      |
| South E and Citrus Drainage System (Without tree removal)                                                           |            | In Design           | \$25,000.00     |              | TBD                 |
| Tangerine and Citrus Drainage System (Without tree removal)                                                         |            | In Design           | \$25,000.00     |              | TBD                 |
| Miscellaneous culvert failures/emergency repairs (5-7 culverts)                                                     |            |                     | \$240,000.00    |              |                     |
|                                                                                                                     |            |                     | \$640,000.00    |              |                     |
| <b>Specific Culvert Locations</b>                                                                                   |            |                     |                 |              |                     |
| F Rd + Collecting Canal Culvert                                                                                     |            | NTP Issued          | \$436,000.00    | \$258,858.00 | October 2025        |
| Kerry Ln Culvert Bridge                                                                                             |            | NTP Issued          | \$140,000.00    | \$92,038.40  | February 2026       |
| Folsom and 25th Culvert Bridge                                                                                      |            | Under Construction  | \$80,000.00     | \$149,562.40 | July 2025           |
| Bunny Ln Culvert Bridge                                                                                             |            | Under Construction  | \$140,000.00    | \$74,781.20  | January 2026        |
|                                                                                                                     |            |                     | \$796,000.00    | \$575,240.00 |                     |
| <b>Repair and Maintenance Canals</b>                                                                                |            |                     |                 |              |                     |
| Canal Bank Stabilization ( A Rd South 1.25 miles)                                                                   |            | On Schedule         | \$200,000.00    |              | February 2026       |
|                                                                                                                     |            |                     | \$200,000.00    |              |                     |
| <b>Trails System</b>                                                                                                |            |                     |                 |              |                     |
| Connectivity improvements and trail maintenance/upgrades to ensure safety and usefulness of the Town trails system. |            |                     |                 |              |                     |
| North Road Trail                                                                                                    |            | Signs Ordered       | \$20,000.00     |              | June 2025           |
|                                                                                                                     |            |                     | \$20,000.00     |              |                     |
| Replacement of Public Works Building                                                                                |            | Under Review        | \$10,000.00     |              | TBD                 |
| <b>* Dates are based on obtaining ALL easements</b>                                                                 |            |                     |                 |              |                     |

## Community Engagement

During the first quarter of 2026 the Public Works Department continues to consult residents, contractors, and engineers in assisting them in solving various problems brought to his attention. Many of the inquiries were regarding projects discussed at council meetings or items discovered on social media sites. This quarter there were complaints about flooding risk, all flooding was from the excessive daily rain. During that same period, the Public Works Staff engaged with the community clarifying work at project sites and assisting residents with issues as they arose.

## Staffing

The Public Works Department is currently staffed with 11 full-time and 1 part-time employees.

There is one open position at this time; the list of positions is listed below:

- 1 – Superintendent of Public Works
- 1 – Public Works Coordinator
- 3 – Public Service Worker III
- 4 – Public Service Worker II
- 2 - Public Service Worker I
- 1 - Public Service Worker I (Part Time)
- 1 - General Service Worker I

Crews are divided into three teams. 1. Ground Maintenance and Mowing, 2. Drainage Improvements, Road Stabilization, and Grading, and 3. Canal Bank Stabilization, Drainage, and Waterway Enhancements.

Ground Maintenance is responsible for mowing all canal banks and right of way paths and equestrian paths. This crew continues to be responsible for trimming and grubbing areas of the town that impede equipment, equestrians, or vehicle traffic throughout the Town. A portion of their responsibility is to assist in the maintenance of equipment and inventory of rolling assets as well as consumable items used by Public Works staff. This team will also begin clearing the neighborhood drainage ditches to improve water flow and aid in preventing flooding.

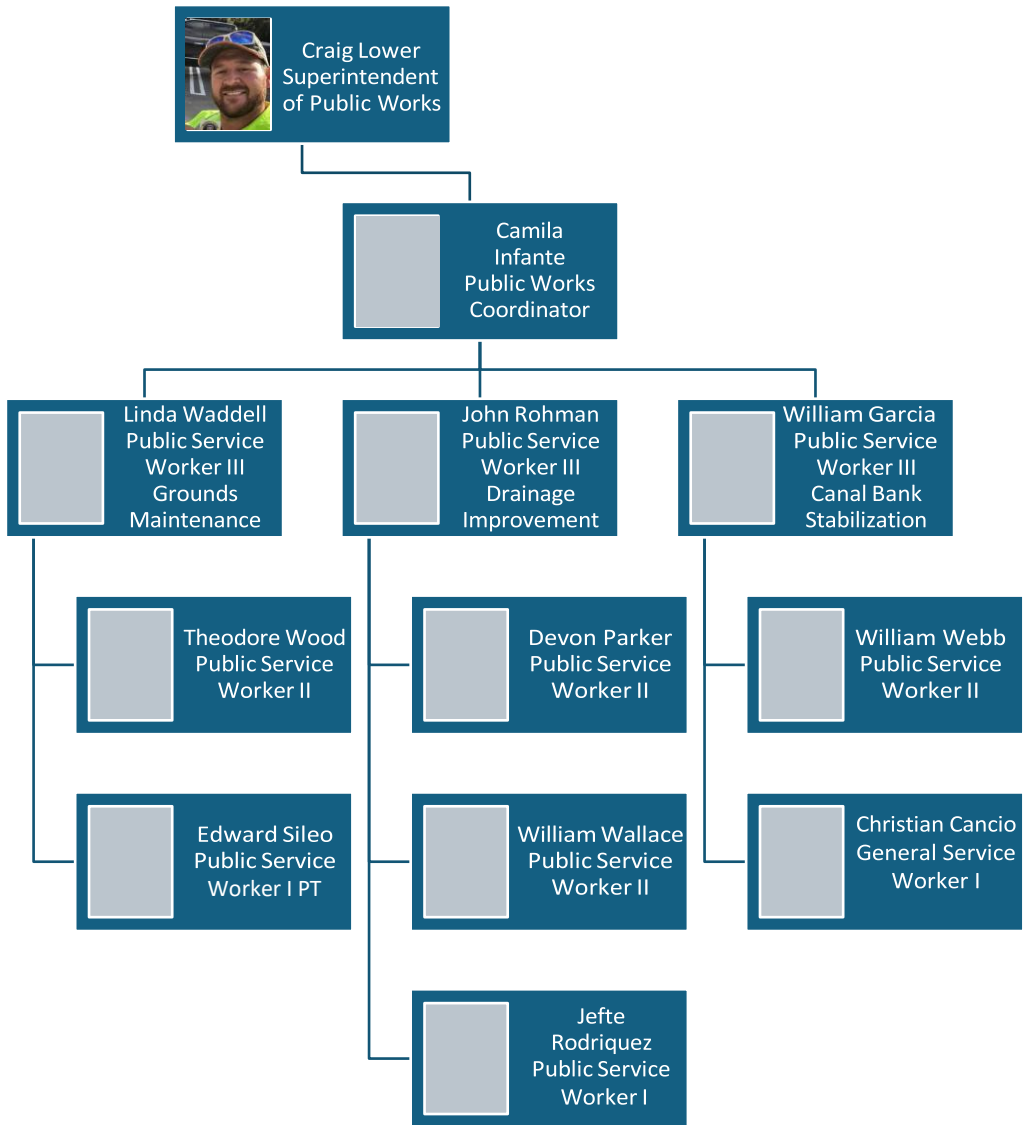
The Drainage Improvement, Road Stabilization, and Grading team is responsible for the maintenance and installation of culverts throughout the Town. They are further responsible for the removal of sediment in the drainage system. This team also responds to drainage structure issues and necessitates any repairs and maintenance to those structures. The crew is further responsible for the timely grading of all unpaved roads in the Town. They are responsible for advising supervision of potential failures and areas where added material is required. Once scheduled by supervision and charged with the application of the material to increase the stabilization of the road.

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



The Public Works is responsible for all of the components of the department and responsible for the individual crews. The Department works closely together to establish priorities considering the health, welfare, and safety of the residents and visitors first. Public Works Coordinator who assists the Superintendent with the administrative functions of the department.

Additionally, training has been identified for all staff in varying degrees to enhance their abilities during an emergency. It is planned that all of these training be completed prior to the start of hurricane season in June. The training of public works staff on safety items as well as proper operation and maintenance of the equipment is used by the department.



## Staff Training and Development

Public Works management continues to evaluate the talents of our staff and how the Town can enhance those talents to improve the abilities of that staff. Safety meetings continue to be held to discuss field issues pending and the concerns of the staff. At this meeting, a safety topic is discussed and covered to provide knowledge to the public works staff with the objective in reducing injuries on the job. Public works staff will be attending MOT Training for this year for roadside safety.

Chain saw safety training. Management is evaluating a CDL program to encourage employees to obtain their CDL to better serve the town and expand the resources available to drive the Town's larger equipment.

Human Resources has put together a program for all employees that will include wellness, ergonomics, drug free workplace, ethics, as well as others. Safety related topics include Hazard Communication, Heat Stress, Personal Protective Equipment, Trenching and Excavation, Slips, Trips, and Falls, and Equipment Spotter Training.

## Equipment Mileage or Hours:

The water pump operated for a total of 86 hours during the first quarter of 2026. The water pump currently has 2,871.6 hours on it.

During that time Public Works consumed

2,424.2 gallons of Off-Road Diesel

301 gallons of Ultra Low Sulfur Diesel

773.8 gallons of 87 Octane Unleaded Fuel.

There was no equipment purchased or sent to surplus during the first quarter of 2026.



Fuel Consumption

| <b>Town of Loxahatchee<br/>Groves Fuel<br/>Consumption</b> |             |              |                      |
|------------------------------------------------------------|-------------|--------------|----------------------|
|                                                            | Diesel Dyed | Diesel Clear | Unleaded (87 Octane) |
| October                                                    | 1157.5      | 109.2        | 366.2                |
| November                                                   | 544.4       | 57.4         | 166.6                |
| December                                                   | 722.3       | 134.4        | 241                  |
| January                                                    |             |              |                      |
| February                                                   |             |              |                      |
| March                                                      |             |              |                      |
| April                                                      |             |              |                      |
| May                                                        |             |              |                      |
| June                                                       |             |              |                      |
| July                                                       |             |              |                      |
| August                                                     |             |              |                      |
| September                                                  |             |              |                      |
| <b>Total</b>                                               |             |              |                      |

## Vehicle List

| Town of Loxahatchee Groves Vehicle and Rolling Equipment Inventory |              |              |               |                  |                       |
|--------------------------------------------------------------------|--------------|--------------|---------------|------------------|-----------------------|
| Vehicle Number                                                     | Vehicle Year | Vehicle Make | Vehicle Model | Vehicle Type     | Total Hours/<br>Miles |
| 0710                                                               | 2007         | John Deere   | 5325          | Bush Hog Tractor | 5,791.5 H             |
| 1110                                                               | 2011         | Ford         | F450          | Utility          | 85,303 M              |
| 1111                                                               | 2011         | Ford         | F250          | Ext Cab          | 60,255 M              |
| 1201                                                               | 2012         | Felling      | FT-20-2 LP    | Trailer          | N/A                   |
| 1311                                                               | 2013         | John Deere   | 220D W        | Excavator        | 2,072 H               |
| 1411                                                               | 2014         | John Deere   | 5055E         | Bush hog         | 3,792.3 H             |
| 1412                                                               | 2014         | New Holland  | L225          | Loader           | 564.9 H               |
| 1510                                                               | 2015         | John Deere   | XUV855D       | XUV              | 1,518.6 H             |
| 1511                                                               | 2015         | Ford         | F250          | Single           | 66,850 M              |
| 1512                                                               | 2015         | John Deere   | D105          | Lawn Tractor     | 110.9 H               |
| 1513                                                               | 2015         | Scag         | SH61V-25KVD   | K1B00179         | 771.6 H               |
| 1610                                                               | 2016         | Ford         | F250          | Crew Cab         | 105,272 M             |
| 1611                                                               | 2016         | Ford         | Explorer      | SUV              | 75,936 M              |
| 1710                                                               | 2017         | Ford         | Escape        | SUV              | 89,561 M              |
| 1711                                                               | 2017         | Ford         | F250          | Ext Cab          | 83,910 M              |
| 1810                                                               | 2018         | Triple Crown | 5 x 10        | Trailer          | N/A                   |
| 1910                                                               | 2019         | John Deere   | 5075E         | Box Blade        | 1,777.5 H             |
| 2110                                                               | 2021         | Kubota       | M6S111D       | Tractor          | 2,934 H               |
| 2210                                                               | 2022         | Caterpillar  | 450           |                  | 0                     |
| 2211                                                               | 2022         | John Deere   | 620G          | Grader           | 4,220.6 H             |
| 2212                                                               | 2022         | Novae, LLC   | Duel Axle     | Trailer          | N/A                   |
| 2301                                                               | 2023         | Evergreen    | Aspen         | Tractor          | 1,644 H               |
| 2401                                                               | 2024         | SANY         | SY60C         | Excavator        | 716 H                 |
| 2501                                                               | 2026         | Freightliner | Truck         | Dump Truck       | 5,025 M               |
|                                                                    |              | Water Pump   |               |                  | 2,871.6 H             |



## Culvert and Catch Basin Replacement List

| Culverts & Catch Basin to Replace/Install |              |              |                          |                       |                  |                |              |                    |             |        |                                                           |
|-------------------------------------------|--------------|--------------|--------------------------|-----------------------|------------------|----------------|--------------|--------------------|-------------|--------|-----------------------------------------------------------|
| Location/Reference                        | Pipe Cost    | Mobilization | Associated Labor & Costs | Restoration Materials | Catch Basin Cost | Total          | Bid Amount   | Status             | Size        | Length | Summary                                                   |
| F Rd & Collecting Canal                   | \$198,000.00 | \$9,100.00   | \$33,500.00              | \$195,710.00          |                  | \$436,310.00   | \$258,858.00 | NTP Issued         | 96"/72"/24" | 60'    | Replace due to imminent failure                           |
| 958 Hyde Pak Rd                           | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            |                  | \$6,745.20     |              | Installed By Staff | 18"         | 40'    | Failing pipe, North side of pond                          |
| 958 Hyde Pak Rd                           | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            |                  | \$6,745.20     |              | Installed By Staff | 18"         | 40'    | Failing pipe, East side of pond                           |
| 3974 161st TER N                          | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            |                  | \$6,745.20     |              | Installed By Staff | 18"         | 40'    | Damage pipe, replace before paving                        |
| 2749 A Rd                                 | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$8,847.20     |              | Task Order 3       | 18"         | 40'    | Install pipe for road drainage, under Lakeside Dr         |
| 14702 North Rd                            | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$8,847.20     |              | Task Order 3       | 18"         | 40'    | Install pipe for road drainage, under 147th ave           |
| 3975 147th AVE N                          | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$8,847.20     |              | Task Order 3       | 18"         | 40'    | Install pipe for road drainage, under North Rd            |
| 1584 F Rd & Casey Rd                      | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            |                  | \$6,745.20     |              | Not Required       | 18"         | 40'    | Replace pipe for canal drainage                           |
| Kerry LN & F Rd                           | \$60,000.00  | \$6,000.00   | \$8,530.00               | \$53,800.00           |                  | \$128,330.00   | \$92,038.40  | NTP Issued         | 96"         | 40'    | Culvert Replacement Plan                                  |
| 1225 D Rd                                 | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            |                  | \$6,745.20     |              | Completed          | 18"         | 40'    | Pipe needs to be redirected                               |
| 13556 North Rd                            | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            |                  | \$6,745.20     |              | Task Order 3       | 18"         | 40'    | install pipe for road drainage, under North Rd            |
| 15410 North Rd                            | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            |                  | \$6,745.20     |              | Task Order 3       | 18"         | 40'    | FPL Damaged pipe                                          |
| Bunny Ln & D Rd                           | \$60,000.00  | \$6,000.00   | \$8,530.00               | \$53,800.00           |                  | \$128,330.00   | \$74,781.20  | NTP Issued         | 96"         | 40'    | Culvert Replacement Plan                                  |
| 25th Pl N & D Rd                          | \$40,000.00  | \$6,000.00   | \$8,530.00               | \$53,800.00           |                  | \$108,330.00   |              | FY26               | 72"         | 40'    | Culvert Replacement Plan                                  |
| W B Rd North of Okeechobee                | \$40,000.00  | \$6,000.00   | \$8,530.00               | \$53,800.00           |                  | \$108,330.00   |              | FY26               | 72"         | 40'    | Culvert Replacement Plan                                  |
| South E, 1222 E Rd                        | \$1,702.80   | \$2,000.00   | \$2,530.00               | \$1,184.00            |                  | \$7,416.80     |              | Task Order 3       | 24"         | 40'    | Pipe was installed to high, needs to be dropped 12"       |
| South E, 1222 E Rd                        | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            |                  | \$6,745.20     |              | Task Order 3       | 18"         | 40'    | Pipe was covered when the road widened                    |
| North B, 15405 Fortner Dr                 | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            |                  | \$6,745.20     |              | Staff to Complete  | 18"         | 40'    | Pipe was covered when the road widened                    |
| 1531 W C Rd                               | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            |                  | \$6,745.20     |              | Staff to Complete  | 18"         | 40'    | Pipe is to short going into canal, south side of property |
| 15030 Timberlane Pl                       | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            |                  | \$6,745.20     |              | Staff to Complete  | 18"         | 40'    | Pipe is to short going into canal, south side of property |
| G Rd W & North Rd                         | \$4,902.80   | \$2,000.00   | \$2,530.00               | \$1,184.00            |                  | \$10,616.80    |              | FY26               | 48"         | 40'    | Replace pipe for canal drainage                           |
| 100 Temple Dr                             | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            |                  | \$6,745.20     |              | Task Order 3       | 18"         | 40'    | Replace pipe for canal drainage                           |
| 125 Temple Dr                             | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            |                  | \$6,745.20     |              | Task Order 3       | 18"         | 40'    | Replace pipe for canal drainage                           |
| Folsom Rd & 25th St N                     | \$7,353.00   | \$2,000.00   | \$8,530.00               | \$1,184.00            |                  | \$19,067.00    | \$149,562.40 | NTP Issued         | 48"         | 60'    | Culvert Replacement Plan                                  |
| 14659 Collecting Canal Rd                 | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            |                  | \$5,714.00     |              | Completed          | 18"         | 40'    | Repair and Extend pipe that buried from paving project    |
| 12873 Collecting Canal Rd                 | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     |              | Task Order 2       | 18"         | 40'    | Install Catch Basin for FY23 paving                       |
| 12955 Collecting Canal Rd                 | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     |              | Task Order 2       | 18"         | 40'    | Install Catch Basin for FY23 paving                       |
| 13252 Collecting Canal Rd                 | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     |              | Task Order 2       | 18"         | 40'    | Install Catch Basin for FY23 paving                       |
| 14165 Collecting Canal Rd                 | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     |              | Task Order 2       | 18"         | 40'    | Install Catch Basin for FY23 paving                       |
| 14281 Collecting Canal Rd                 | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     |              | Task Order 2       | 18"         | 40'    | Install Catch Basin for FY23 paving                       |
| 14439 Collecting Canal Rd                 | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     |              | Task Order 2       | 18"         | 40'    | Install Catch Basin for FY23 paving                       |
| 14599 Collecting Canal Rd                 | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     |              | Task Order 2       | 18"         | 40'    | Install Catch Basin for FY23 paving                       |
| 14717 Collecting Canal Rd                 | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     |              | Task Order 2       | 18"         | 40'    | Install Catch Basin for FY23 paving                       |
| 15045 Collecting Canal Rd                 | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     |              | Task Order 2       | 18"         | 40'    | Install Catch Basin for FY23 paving                       |
| 15409 Collecting Canal Rd                 | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     |              | Task Order 2       | 18"         | 40'    | Install Catch Basin for FY23 paving                       |
| 3057 E Rd N                               | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     |              | Easement Issue     | 18"         | 40'    | Install Catch Basin for FY23 paving                       |
| 3123 E Rd N                               | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     |              | Easement Issue     | 18"         | 40'    | Install Catch Basin for FY23 paving                       |
| 3255 E Rd N                               | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     |              | Task Order 2       | 18"         | 40'    | Install Catch Basin for FY23 paving                       |
| 3509 E Rd N                               | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     |              | Easement Issue     | 18"         | 40'    | Install Catch Basin for FY23 paving                       |
| 3635 E Rd N                               | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     |              | Task Order 2       | 18"         | 40'    | Install Catch Basin for FY23 paving                       |
| 3701 E Rd N                               | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     |              | Task Order 2       | 18"         | 40'    | Install Catch Basin for FY23 paving                       |
| 3766 E Rd N                               | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     |              | Easement Issue     | 18"         | 40'    | Install Catch Basin for FY23 paving                       |
| 2365 Folsom Rd                            | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     |              | Easement Issue     | 18"         | 40'    | Install Catch Basin for FY23 paving                       |
| 2585 G Rd W                               | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     |              | Task Order 2       | 18"         | 40'    | Install Catch Basin for FY23 paving                       |
| 2659 G Rd W                               | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     |              | Task Order 2       | 18"         | 40'    | Install Catch Basin for FY23 paving                       |
| 2763 G Rd W                               | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     |              | Task Order 2       | 18"         | 40'    | Install Catch Basin for FY23 paving                       |
| 13038 North Rd                            | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     |              | Easement Issue     | 18"         | 40'    | Install Catch Basin for FY23 paving                       |
| 15565 CC Rd                               | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     | \$7,802.17   | Task Order 1       | 18"         | 40'    | Install Catch Basin and Culvert FY25 paving               |
| 15665 CC Rd                               | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     | \$7,802.17   | Task Order 1       | 18"         | 40'    | Install Catch Basin and Culvert FY25 paving               |
| 15801 CC Rd                               | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     | \$7,802.17   | Task Order 1       | 18"         | 40'    | Install Catch Basin and Culvert FY25 paving               |
| 15897 CC Rd                               | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     | \$7,802.17   | Task Order 1       | 18"         | 40'    | Install Catch Basin and Culvert FY25 paving               |
| 15961 CC Rd                               | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     | \$7,802.17   | Task Order 1       | 18"         | 40'    | Install Catch Basin and Culvert FY25 paving               |
| 915 A Rd                                  | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     | \$7,802.17   | Task Order 1       | 18"         | 40'    | Install Catch Basin and Culvert FY25 paving               |
| 1062 A Rd                                 | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     | \$7,802.17   | Task Order 1       | 18"         | 40'    | Install Catch Basin and Culvert FY25 paving               |
| 1180 A Rd                                 | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     | \$7,802.17   | Task Order 1       | 18"         | 40'    | Install Catch Basin and Culvert FY25 paving               |
| 1470 A Rd South                           | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     | \$7,802.17   | Task Order 1       | 18"         | 40'    | Install Catch Basin and Culvert FY25 paving               |
| 1470 A Rd                                 | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     | \$7,802.17   | Task Order 1       | 18"         | 40'    | Install Catch Basin and Culvert FY25 paving               |
| 1688 S Rd                                 | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     | \$7,802.17   | Task Order 1       | 18"         | 40'    | Install Catch Basin and Culvert FY25 paving               |
| 1814 A Rd                                 | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     | \$7,802.17   | Task Order 1       | 18"         | 40'    | Install Catch Basin and Culvert FY25 paving               |
| 1858 A Rd                                 | \$1,031.20   | \$2,000.00   | \$2,530.00               | \$1,184.00            | \$2,102.00       | \$7,816.00     | \$7,802.17   | Task Order 1       | 18"         | 40'    | Install Catch Basin and Culvert FY25 paving               |
| Total                                     | \$465,581.00 | \$143,100.00 | \$212,770.00             | \$476,030.00          | \$79,876.00      | \$1,340,233.80 | \$676,668.21 |                    |             |        |                                                           |

## Future Plans and Priorities

Currently the Public Works staff are developing an evaluation of the Towns complete infrastructure. The purpose is to deliver a comprehensive list to the Town Council and residents on the expansive work that needs to be completed to ensure adequate drainage of properties and streets in the Town as well as a road map of the future capital improvements that will be required over the next 10 years. The gravity of the work required to bring this town to a point that items can be maintained in not completely understood by some. The intent of this project is to bring clarity to all of the residents of the Town. Over the past year staff has worked on replacing all of the legally enforceable signs located throughout the Town. Staff have installed over numerous stop signs, and speed limit signs with the forecast to continue to install stop and other legally enforceable signs as budgets allow. Included in our upcoming sign campaign if to install or replace the Horse Right of Way signs, updated school zone signs, as well as other directional and trail signage throughout the town as our budget allows. Crews will continue to remove exotic debris from the canal banks to facilitate travel along the canal banks for pedestrian and equestrian trails. Staff will continue to replace collapsed and unsafe culvert pipes throughout the town as they are identified.





# TOWN OF LOXAHATCHEE GROVES

## TOWN COUNCIL MEETING

### AGENDA ITEM MEMORANDUM

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Item 12.

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

**FROM:** Valerie Oakes, Town Clerk

**DATE:** February 6, 2026

**SUBJECT:** Quarter 1 Report

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|                           |                                   |                                                  |
|---------------------------|-----------------------------------|--------------------------------------------------|
| <b>Legal Sufficiency:</b> | <input type="checkbox"/> Reviewed | <input checked="" type="checkbox"/> Not Reviewed |
|                           | <input type="checkbox"/> Approved | <input type="checkbox"/> Not Approved            |

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#### **Background:**

The Office of the Town Clerk is pleased to present the Quarter 1 Report. This quarter marked significant progress in organizational development, operational efficiency, and community engagement. The Clerk's Office continued to support the Town's internal operations while enhancing transparency, records management, and communication with residents.

This report highlights key accomplishments in Legislative Support, Communications, Community Engagement, Customer Service and Finance Operations, Elections, Human Resources, Information Technology, Records Management, and Training & Professional Development.

#### ***Clerk's Office***

The Town Clerk's Office continued to support efficient legislative processes and organizational coordination throughout the quarter by attending multiple public meetings, including but not limited to the Town Council meetings, two Rural Equestrian Trails Grant Advisory Committee meetings, two Special Magistrate hearings, and two Charter Review Committee meetings.

Legislative and records support activities included the comprehensive review of 16 Town Council meeting minutes for accuracy and approval, as well as the processing of 42 public records requests. Staff also provided ongoing support to the Town Manager and Chief Financial Officer through participation in regular finance meetings, coordinated conferences, training, and meeting attendance for Councilmembers and Executive Management, and conducted weekly departmental meetings to prioritize workloads and strengthen internal communication. Collectively, these efforts enhanced transparency, compliance, and continuity in legislative operations.

## ***Communications***

Staff developed the newsletter schedule, content forecast, and staff expectations for article submittal. The first newsletter will be launched in January 2026.

## ***Community Engagement/Special Event***

The Town Clerk's Office supported and coordinated community-focused initiatives that enhanced civic engagement and interagency collaboration. Staff played a key role in the planning and execution of the Town's November 8 Veterans Day and Founders Day event, coordinating with participating agencies, organizations, performers, and community partners. This included collaboration with the Florida Forest Service, local and regional organizations, ceremonial participants, and community entertainers. Staff also facilitated community raffles and partnerships with local businesses, and custom event materials, and coordinated donated items from community partners. These efforts strengthened relationships with local businesses, nonprofit organizations, and residents while supporting meaningful community recognition and outreach. Furthermore, staff prepared for the annual distribution of "Holiday Gratitude Baskets". Additionally, staff supported the planning of the employee Thanksgiving and Holiday party.

## ***Customer Service and Finance Support Operations***

The Customer Service/Data Entry Specialist continued to provide critical operational support to the Finance function through accounts payable, accounts receivable, cost recovery, and front desk administrative activities. In Accounts Payable, staff monitored and recorded incoming invoices within the A/P system, established organized tracking folders by supervisor and payment method, and implemented online invoicing for participating vendors to improve visibility and invoice tracking. Additionally, a new Credit Card Purchase Form was developed to enhance documentation, consistency, and internal controls.

In Accounts Receivable, staff created new payment intake forms to improve the efficiency and accuracy of receivables processing. Checks were received and deposited in a timely manner, and all payments were tracked and recorded to ensure accurate and complete financial records.

Significant progress was made in the management of cost recovery accounts. Staff conducted a comprehensive review of all active cost recovery accounts for accuracy and completeness and created both physical and electronic files containing supporting documentation for each account. One-on-one assistance was provided to residents to address inquiries related to cost recovery invoices. In collaboration with the Finance Director and the Building Department, staff reviewed FDAs and Right-of-Way charges, developed a new cost recovery intake form to improve transaction tracking and interdepartmental communication, and created standardized email templates and tracking tools to monitor account activity and balances.

At the front desk and in an administrative support capacity, staff completed reconciliation reports for building transactions, detailed transaction activity, permit payments, and related financial records. A centralized "Sheets and Forms" binder was created to improve access to frequently used documents, and meeting scheduling support was provided to senior staff as requested.

Several initiatives remain ongoing, including the development of a cost recovery close-out form and a refund request form for accounts requiring reimbursement. Staff continue to update cost recovery accounts, generate invoices as needed, record missing transactions to the appropriate general ledger accounts, and actively monitor both cost recovery balances and the billing email inbox to ensure timely processing of incoming invoices. These efforts support accuracy, accountability, and continuity across financial operations.

### ***Election***

In preparation for the March 2026 Municipal Election, the Town Clerk's Office continued ongoing training and election administration activities to ensure full compliance with applicable election laws. Preparatory efforts included the review of election-related contracts, preparation of required notices and legal advertisements, and development of candidate qualifying packets in advance of the qualifying period.

During the qualifying period, the Clerk's Office successfully qualified five candidates to run for municipal office. The Clerk's Office will continue ongoing training, preparation of required notices, and timely website updates to support transparency, accuracy, and full compliance throughout the remainder of the election cycle.

### ***Human Resources & Risk Management Support***

The Town Clerk's Office continued to oversee all Human Resources operations this quarter, with the Town Clerk serving in the role of Human Resources Director. Human Resources efforts were focused on staffing support, regulatory compliance, benefits administration, and organizational effectiveness.

During the reporting period, multiple new employees were onboarded, and several employment status changes were processed in accordance with established policies and procedures. Recruitment activities continued for current vacancies, including the coordination and participation in interviews to support timely and effective hiring.

Human Resources coordinated with the Florida Retirement System (FRS) to determine appropriate enrollment plans for employees and supported staff through the annual health insurance renewal process by collecting, reviewing, and processing required documentation. Information was also collected to support employee participation in the Town's wellness program. Workers' compensation claims were managed as needed, and compliance efforts included auditing the completion of mandatory ethics training to ensure adherence to statutory requirements. Additionally, a comprehensive vehicle inventory audit was conducted to ensure records were current and prepared for submission to the Florida League of Cities.

The Town Clerk's Office continued its collaboration with Actuate Consulting to support organizational planning and development. Efforts included ongoing coordination related to potential workshops focused on Council priority alignment, leadership development for executive

staff, and DISC assessments for support staff. Additionally, the required CMS Medicare Part D Creditable Coverage Report was completed, ensuring continued compliance with federal reporting requirements.

### ***Information Technology (IT)***

The Town's third-party IT consultant, Node 0, completed several initiatives to support operational reliability and cybersecurity. Network infrastructure upgrades were performed at the Public Works facility, including the replacement of network equipment and the installation of additional security cameras in the garage to enhance system stability and monitoring capabilities. Node 0 also deployed and configured multiple workstations for new employees, ensuring systems were fully operational upon onboarding.

In addition, Node 0 continued cybersecurity awareness efforts with Town staff, reinforcing password best practices and providing guidance on identifying and avoiding common phishing threats. These efforts have resulted in measurable improvements in user awareness and overall security posture.

### ***Records Management and Digitization***

To enhance efficiency and accessibility, the Town entered into a records management contract with Laserfiche and Advanced Data Solutions (ADS) to streamline the electronic transfer, storage, and retrieval of public records.

The records management project has formally commenced. Initial efforts are focused on configuring backend system templates, developing electronic workflows, and eliminating the Town's reliance on off-site storage at the Iron Mountain facility. The Town is currently collaborating with Advanced Data Solutions to design and implement standardized workflows and document templates.

To date, 25 boxes of records have been retrieved from Iron Mountain and collected by Advanced Data Solutions for scanning and digitization. Upon completion of this phase, the Town will schedule the pickup of an additional approximately 111 boxes from Iron Mountain. This effort is expected to fully clear the off-site storage facility and result in ongoing annual cost savings.

Concurrently, staff are developing a structured schedule for the transfer of existing electronic files into Laserfiche. This includes establishing an appropriate filing structure, applying required retention schedules, and ensuring compliance with state records management requirements. The goal is to ensure electronic records are migrated in an organized, secure, and sustainable manner.

Following the elimination of Iron Mountain storage, the next phases of the project will include the digitization of remaining records housed at Town Hall, followed by records maintained at the Public Works facility. This phased approach ensures continuity of operations while advancing the Town's long-term records management and compliance objectives.



### ***Training and Professional Development***

The Office of the Town Clerk continues to prioritize staff development and succession planning through targeted training and professional certification programs.

At the start of the fiscal year, the Town Clerk will commence the Florida Certified Professional Clerk (FCPC) Program in partnership with the John Scott Dailey Florida Institute of Government. This eight-month, intensive leadership program is designed for experienced municipal clerks and focuses on high-level organizational leadership, critical thinking, conflict management, and navigating the evolving municipal environment.

Through the International Institute of Municipal Clerks (IIMC), the Town Clerk will continue progress toward obtaining the Master Municipal Clerk (MMC) designation. In support of succession planning efforts, the Town Clerk is providing training and support to the Assistant to the Town Clerk/Board Clerk to pursue the Certified Municipal Clerk (CMC) designation, with coursework to be completed to fulfill certification requirements.

With the recent integration of Laserfiche, both the Town Clerk and the Assistant to the Town Clerk/Records Coordinator will attend Laserfiche Empower, a training conference which will provide opportunities to develop technical skills, engage with peers, and explore practical applications of process automation and artificial intelligence to improve operational efficiency.

Records management remains a top departmental priority. Accordingly, the Town Clerk and the Assistant to the Town Clerk/Records Coordinator will attend a records management conference required as part of the application process for the Florida Certified Records Manager (FCRM) certification through the Florida Records Management Association.

Additionally, in recognition of expanded responsibilities and demonstrated performance, the Receptionist/Data Entry Clerk has been approved for membership in the Florida Government Finance Officers Association (FGFOA). This membership will provide opportunities for professional networking, exposure to current financial trends, and increased awareness of relevant issues that support the Town's financial operations.

The Clerk's Office continued to invest in staff development and operational improvement through targeted training and professional engagement. During the quarter, staff participated in a Palm Beach County Municipal Clerks Association meeting, Red Speed Training, Social Media Archive training, and Simplifile online recording training. The implementation of the Simplifile system during this period significantly improved recording efficiency, with many documents processed and recorded on the same day. These training efforts supported increased proficiency, compliance, and the effective adoption of new systems and technologies.

## Cash Disbursement Report

### October 1, 2025 - December 31, 2025

| Vendor                                  | Over \$25k Paid |                                                                                                                                                                                          |
|-----------------------------------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Coastal Waste & Recycling               | \$ 225,426.12   | Provides solid waste and recycling collection services                                                                                                                                   |
| Florida Municipal Insurance Trust       | 207,719.00      |                                                                                                                                                                                          |
| PBSO(Palm Beach Sheriffs Office)        | 113,337.84      | Offers law enforcement services to the town.                                                                                                                                             |
| D. S. Eakins Construction Corp.         | 110,710.00      |                                                                                                                                                                                          |
|                                         |                 |                                                                                                                                                                                          |
| Keshavarz & Associates                  | 68,959.60       | Serves as the town's engineer, providing civil engineering services. Primarily handles canal, road, and drainage design projects., including support for grant applications and funding. |
| Florida Division of Retirement (FRS)    | 57,766.28       |                                                                                                                                                                                          |
| Engenuity Group, Inc.                   | 56,639.50       | Handles canal, road, and drainage design projects.                                                                                                                                       |
| Odums Sod, Inc.                         | 55,147.50       |                                                                                                                                                                                          |
| Florida Blue                            | 54,746.33       |                                                                                                                                                                                          |
| Palm Beach Aggregates, LLC              | 44,890.62       | Supplied materials such as rocks for road maintenance.                                                                                                                                   |
| Projected Point, Inc                    | 39,123.00       | Accounting, budgeting and finance services.                                                                                                                                              |
| Huurr Homes, LLC                        | 36,153.58       |                                                                                                                                                                                          |
| Morgan Stanley                          | 35,000.00       |                                                                                                                                                                                          |
| Vetted Security Solutions LLC           | 34,932.00       |                                                                                                                                                                                          |
| Torcivia Donlon Goddeau & Ansay PA      | \$ 25,489.57    | Acts as the town attorney, offering legal services.                                                                                                                                      |
|                                         |                 |                                                                                                                                                                                          |
|                                         | Over \$10k Paid |                                                                                                                                                                                          |
| Superior Drainage Products, Inc.        | \$ 24,068.50    |                                                                                                                                                                                          |
| Geoffrey B Sluggett & Associates Inc    | 22,500.00       |                                                                                                                                                                                          |
| Actuate Consulting, LLC                 | 16,750.00       |                                                                                                                                                                                          |
| Ronald L. Book P.A.                     | 16,249.98       |                                                                                                                                                                                          |
| PrideStaff, Inc                         | 14,454.65       |                                                                                                                                                                                          |
| Toshiba America Business Solutions, Inc | 12,347.74       |                                                                                                                                                                                          |
| Aquatic Vegetation Control Inc          | 12,315.00       |                                                                                                                                                                                          |
| Everglades Equipment Group              | 10,738.52       |                                                                                                                                                                                          |
| Palmdale Oil Company Inc                | 10,492.10       |                                                                                                                                                                                          |
| CGP Agency, LLC                         | \$ 10,022.48    |                                                                                                                                                                                          |





# TOWN OF LOXAHATCHEE GROVES TOWN COUNCIL MEETING AGENDA ITEM MEMORANDUM

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Item 14.

**TO:** Mayor and Town Council of the Town of Loxahatchee Groves  
**FROM:** Caryn Gardner-Young, Development Standards Director  
**THRU:** Francine L. Ramaglia, Town Manager  
**DATE:** February 3, 2026  
**SUBJECT:** Political Signs

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|                           |                                   |                                       |
|---------------------------|-----------------------------------|---------------------------------------|
| <b>Legal Sufficiency:</b> | <input type="checkbox"/> Reviewed | <input type="checkbox"/> Not Reviewed |
|                           | <input type="checkbox"/> Approved | <input type="checkbox"/> Not Approved |

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## **Background:**

The Town of Loxahatchee Groves (Town) is about to hold an election in March 2026 for two (2) Town Council seats. Within the last few weeks, several political signs have been installed along Town roadways. Most of the areas where the signs were located are in the Agricultural Residential (AR) zoning district. In this Zoning District, one freestanding sign per street frontage, with the maximum sign face area of six (6) square feet, is permitted. However, the code further states that

All signs shall not be placed in such a position or manner as to obstruct or interfere, either physically or visually, with any fire alarm or police alarm, and shall not project over a public street, trail, or other public right-of-way unless approved by the Town Council.

As a result, Town Staff will pull any signage which causes a life, health and safety issue in the right of way. That includes a sign which is too close to the roadway or trail which may impact vehicles or horse riders. If a sign is located too close to the roadway, the Code Officer will contact the candidate and provide them with twenty-four (24) hours to remove the sign to an approved location, which includes installing the sign as close as possible to an existing fence (if there is one).

The only exception is when a sign is located in a line-of-sight triangle which is covered by another code section. This code section states:

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

All candidates were provided with a flyer discussing the sign regulations when they qualified as a candidate and Town Staff within the past few days has spoken with all the candidates about appropriate sign location. However, the Town Council can instruct staff to take different action in regard to signage in the right of way including leaving all signs in the location where they are installed.

**Recommendation/Motion:**

Receive and File

**Attachments:**

1. Sign Code

|                               |                                                                                                     |
|-------------------------------|-----------------------------------------------------------------------------------------------------|
| Sign face area                | 6 sq. ft. (max)                                                                                     |
| Number of signs (maximum)     | 1 per street frontage                                                                               |
| Height                        | 6 feet (max)                                                                                        |
| Other restrictions            | Sign(s) shall be removed within six weeks after election or final decision on issue (if applicable) |
| Attached/freestanding or both | Freestanding                                                                                        |



# **TOWN OF LOXAHATCHEE GROVES**

## **TOWN COUNCIL MEETING**

### **AGENDA ITEM MEMORANDUM**

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Item 15.

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

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

**THRU:** Francine L. Ramaglia, Town Manager

**DATE:** February 3, 2026

**SUBJECT:** Line of Sight Violations

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|                           |                                   |                                       |
|---------------------------|-----------------------------------|---------------------------------------|
| <b>Legal Sufficiency:</b> | <input type="checkbox"/> Reviewed | <input type="checkbox"/> Not Reviewed |
|                           | <input type="checkbox"/> Approved | <input type="checkbox"/> Not Approved |

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#### **Background:**

One of the most important safety issues to check in any intersection design is the line of sight for motorists. Even on the simplest side road intersection, the ability of the driver on the side road to be able to see any approaching traffic to determine whether it is safe to enter or cross the main roadway is critical. Areas along the approach to the intersection and across the corners should be clear of obstructions that might block the driver's view of approaching traffic.

When the Town Council discussed code issues at a recent meeting, there was a mention of line of sight being a life, health, and safety issue. Staff agreed and began a community sweep reviewing driveways or other access roadways and street intersections for line-of-sight clearance. This review was done over several days and resulted in thirty-nine (39) violations being observed. A courtesy violation notice was left at the property along with the code section discussing line of sight. Please see attached the applicable code section. This language was adopted by the Town when the original ULDC was adopted by the Town.

There are three (3) line of sights triangles discussed in the Town's Code: 1) Intersections trail to street; 2) Intersection street to street and 3) Intersection driveway to street. Most violations observed were at the intersection of driveways to the street. Unfortunately, the diagram included in the Town's Code, which states example, reflects the distances for street-to-street intersections not driveway to street. Thus, there was confusion when the courtesy notice was posted.

During the January ULDC meeting, the ULDC was discussing nuisance abatement when the line-of-sight issues were brought up. There was a lively discussion where the ULDC felt that the language and diagram in the line-of-sight code regulations could be clearer. Town Staff is working on presenting the requested modifications to the ULDC at their February

Overall, the changes requested by the ULDC would not preclude Town Staff from enforcing the line-of-sight regulations contained in the code. As a matter of fact, over thirteen (13) of the property owners who received courtesy notice have already cleared the sight triangle or have



visited or called Town Hall to seek clarification. Town Staff believes their attempts to clear the sight triangles is a worthy endeavor to avoid possible accidents and/or injuries or deaths.

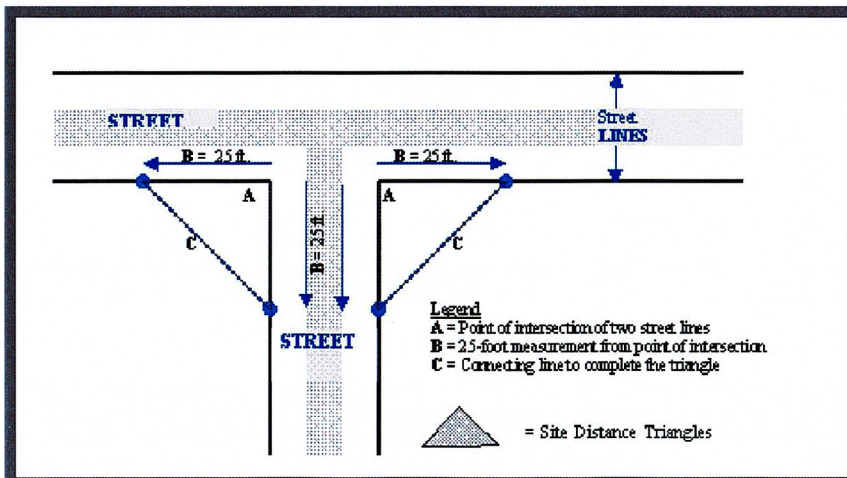
**Fiscal Impact:**

None.

**Recommendation/Motion:**

Continue to enforce the Town's line of sight regulations

- (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



# **TOWN OF LOXAHATCHEE GROVES TOWN COUNCIL MEETING AGENDA ITEM MEMORANDUM**

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Item 16.

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

**FROM:** Francine L. Ramaglia, Town Manager

**DATE:** February 3, 2026

**SUBJECT:** Wellington's 30th Anniversary Celebration Information

**Legal Sufficiency:** ☐ Reviewed

☐ Not Reviewed

☐ Approved

☐ Not Approved

**Background:**

The Village of Wellington has celebrated their 30<sup>th</sup> Anniversary Celebration at the beginning of this year (2026).

As we begin to formulate for the Town of Loxahatchee Grove's 20<sup>th</sup> Anniversary Celebration, staff have collected Wellington's information for review in preparation of the Town's event.

**Fiscal Impact:**

N/A

**Recommendation/Motion:**

Receive and file.

**Attachments:**

None.





# 30TH ANNIVERSARY CELEBRATION



**4:30 - 5:30PM VIP EXPERIENCE GRANDE BALLROOM**

**4:30 - 5:45PM 56ACE BAND**

**5:45PM WELCOME - AMPHITHEATER**

Mayor Michael J. Napoleone

Vice Mayor Tanya Siskind

Councilman John T. McGovern

Councilwoman Maria Antuña

Councilwoman Amanda Silvestri

National Anthem

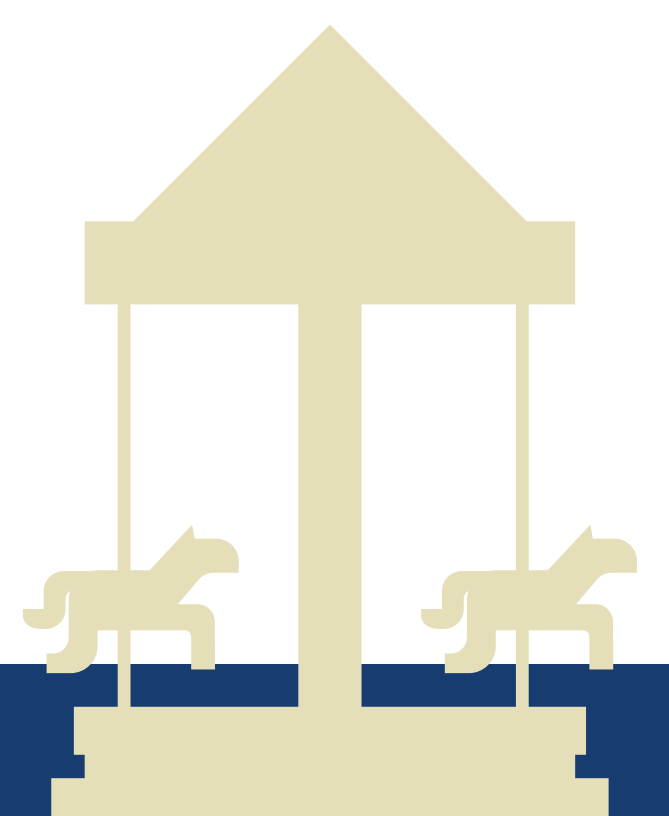
Historical Video

**6:10 - 7:45PM DON'T STOP BELIEVIN' BAND**

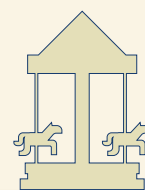
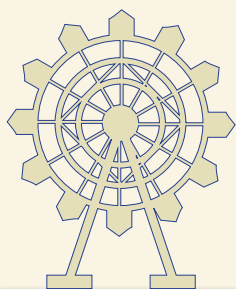
**8:10 - 9:50PM TURNSTILES BAND**

**9:55PM FIREWORKS - PROMENADE**

Turnstiles Playing Piano Man







**JANUARY 2, 2026**  
**5PM - 10PM**

**12100 Forest Hill Boulevard**



# 30TH ANNIVERSARY ACTIVITIES



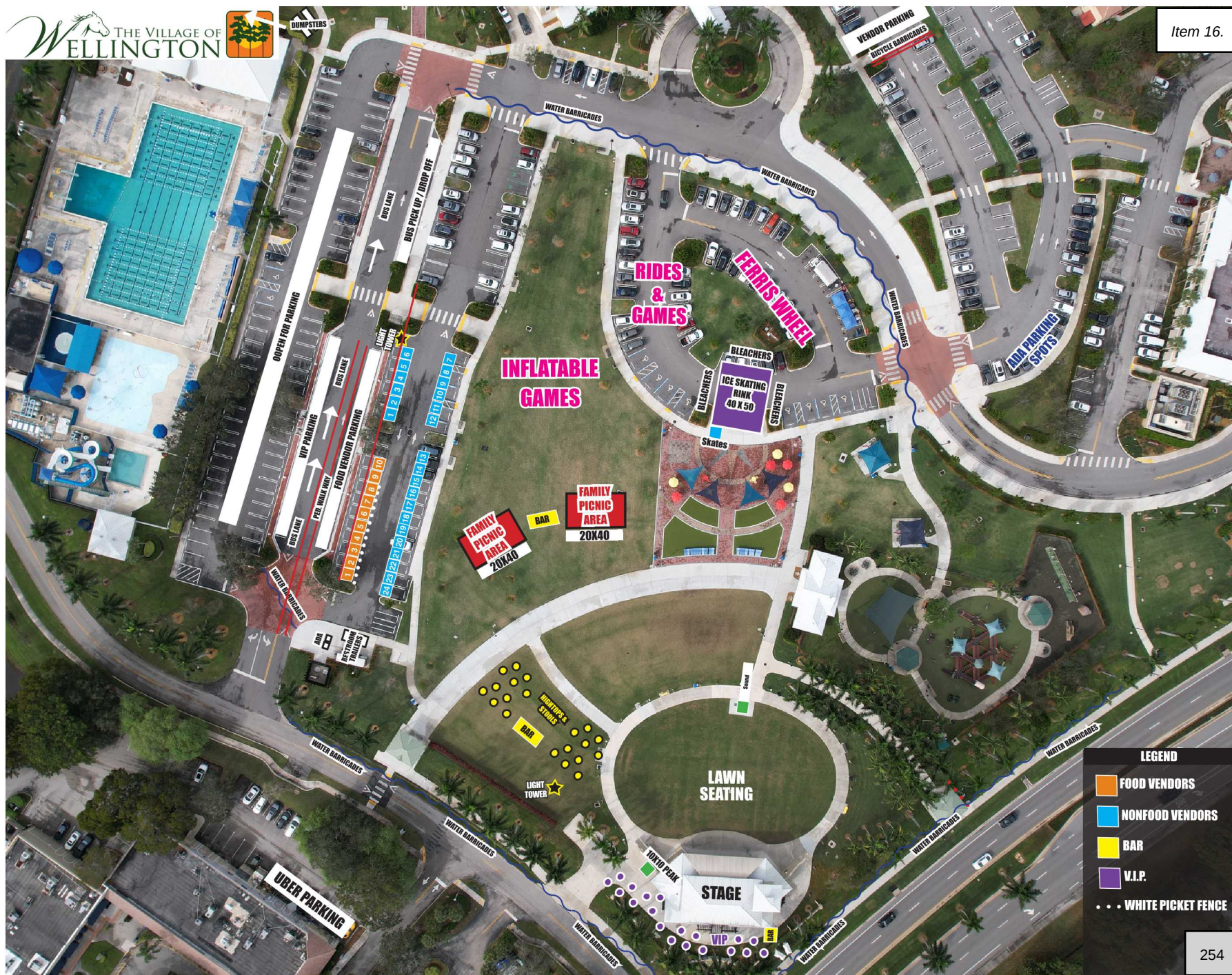
## ACTIVITIES

- Ice Skating Rink • Carnival Rides • Ferris Wheel
- Fireworks • Food Vendors • Games
- Lakeside Market Vendors

## LIVE MUSIC

- 56 Ace • Never Stop Believin • Turnstiles









## **EVENT SCHEDULE & TIMELINE**

### **SETUP WINDOW**

At this time, it appears that much of the event setup will need to take place on New Year's Day, as several of our external vendors do not have adequate staffing available on New Year's Day. As a result, Public Works may be asked to come in on New Year's Day to assist with setting up tents and other essential items to ensure that all vendors have the resources they need to complete their preparations (pending management's approval). We will finalize the setup date as we receive more information regarding external vendor availability.

### **EVENT TIMELINE**

| <b><u>START TIME</u></b> | <b><u>END TIME</u></b> | <b><u>STAGE</u></b>       |
|--------------------------|------------------------|---------------------------|
| 4:30PM                   | 5:45PM                 | 56Ace Band                |
| 5:45PM                   | 6:00PM                 | Welcome (Village Council) |
| 6:10PM                   | 7:45PM                 | Don't Stop Believin'      |
| 7:45PM                   | 8:00PM                 | Welcome (Village Council) |
| 8:10PM                   | 9:55PM                 | Turnstiles                |
| 9:55PM                   | 10:00PM                | Turnstiles Finale         |
| 9:55PM                   | 10:00PM                | Fireworks                 |
| 10:00PM                  | -                      | Event Concludes           |





## **VENDOR COORDINATION**

### **VENDOR SETUP WINDOW**

Vendors who do not complete their setup on New Year's Eve or New Year's Day may begin setting up their assigned spaces on January 2 at 10:00 a.m. All vendors are required to be fully set up no later than 4:00 p.m. on January 2.

No exceptions will be permitted unless pre-approved by event management.

### **VENDOR CHECK-IN PROCEDURES**

All vendors must check in upon arrival. The official check-in staff are:

- **Ian Williams – Vendor Check-In Lead (561)685-5686**
- **Heather Navarro – Vendor Check-In Lead (561)402-2806**

Check-in includes:

- Confirming booth assignment
- Issuing the vendor parking pass (dashboard placement required)

### **LOAD-IN LOCATION AND ACCESS**

The designated load-in area is the parking lot closest to the pool. Vendors may temporarily park in this lot to unload equipment and materials.

Load-in vehicle access is permitted until 3:45 p.m.

At 3:45 p.m., all vendor vehicles must immediately be moved to the designated vendor parking area.

The walk distance from the load-in point to vendor booths is short; however, vendors are encouraged to bring handcarts or dollies for efficiency and safety.

### **VENDOR PARKING REQUIREMENTS**

After unloading, vendors must park only in the designated vendor parking area near the Wellington Community Center (WCC). *(Please review the site map)*

This preserves the closer guest parking for residents and attendees.

A dashboard parking pass will be provided prior to the event and must remain visible for the duration of setup, the event, and teardown.



### **TENTS AND EQUIPMENT**

The Village will provide all tents for all vendors.  
Vendors are not permitted to bring their own tents.

Tents will be pre-installed in assigned vendor locations before vendors arrive on January 2.

- Vendors may bring:
- Table coverings
- Display racks
- Battery-powered lighting (optional)
- Hand carts/dollies

Vendors may not bring:

- Personal tents
- Large structures
- Any high-powered appliances not pre-approved

### **POWER AND ELECTRICAL GUIDELINES**

Power access will be provided as follows:

- A generator will support the vendor area.
- Village-installed lighting will be available under each tent.
- One standard outlet will be provided per vendor.

Electricity is limited. Vendors must notify staff in advance of any additional power needs.

High-powered devices, warmers, cookers, or other high-draw equipment cannot be plugged into the standard outlet.

Vendors requiring these items must notify the Village before the event so appropriate accommodations can be arranged. Unauthorized use of high-draw devices may result in disconnection for safety reasons.

### **VENDOR-ONSITE CONDUCT AND EXPECTATIONS**

Vendors must:

- Keep booth spaces clean and free of hazards
- Ensure cords are taped or managed safely
- Use only approved electrical sources
- Avoid blocking walkways or emergency access paths



### **TEARDOWN PROCEDURES**

Teardown begins immediately after the event ends at **10:00 p.m.** on January 2.

Vehicle access will reopen only when the event area is declared safe and clear of pedestrians. Vendors must wait for staff direction before bringing vehicles into loading areas.

All equipment, materials, and inventory must be removed the night of the event. No overnight storage will be available.

Vendors are responsible for leaving their areas clean and free of debris before departing.



## **STAFF ROLES & RESPONSIBILITIES**

### **COMMUNITY SERVICES**

Jenifer Brito – Main Point of Contact for Event / Floater

Ian Williams – Floater / Vendors

Heather Navarro – VIP Experience / Vendors

Gus Ponce – Volunteers & Carnival Rides

Kyle Ostroff – Carnival Rides

Rick Febles – Point of Contact for Stage

Mannix Lopez – Stage Assistants

Keshawn Barker – Stage Assistants

Angelica Ramirez – Gaming Area

Maria Ramirez – Gaming Area

Geneeka Morris – VIP Experience

Ashley Hamzik – VIP Experience

### **PARKS & RECREATION**

Michelle – Assisting with VIP Experience

Damien – Assisting with Carnival Ride Experience / Shuttles

Eric Juckett – Floater

### **VIA PRODUCTIONS**

They will have 5 representatives at the event as well to assist where needed.



## **PUBLIC WORKS RESPONSIBILITIES**

### **PUBLIC WORKS**

- 20x20 Tent behind Amphitheater Stage
- 26 tents with bucket covers
- Bike barricades
- 26 Tables and (52) chairs
- Lighting Towers (2)
- Bistro Lights within Tents
- Generators
- VMS boards - (Jovanie)
- Trash Cans
- Dumpsters
- Spider Boxes
- Parking area blocked off for dignitaries (Cones) - Jovanie
- Public Works staff member assigned to monitor ADA parking spaces for the duration of the event

### **PBSO**

A meeting is being held on Monday December 8<sup>th</sup> to discuss water barricades for the event as well as their representation at the event.



## **SAFETY, SECURITY, AND EMERGENCY PROCEDURES**

### **ON-SITE PALM BEACH SHERIFF'S OFFICE (PBSO SUPPORT)**

PBSO will be on site for the duration of the Event

### **PBSO RESPONSIBILITIES (NOT LIMITED TO):**

- Responding to emergencies beyond staff control
- Assisting with crowd management
- Managing escalated guest disturbances

### **INTERNAL STAFF RESPONSIBILITIES**

- Stay alert of surroundings and report any suspicious activity
- Communicate over radios "Special Events"
- Pass any relevant information over the PBSO for missing child or missing parent

### **LOST CHILD / LOST PARENT PROCEDURE**

- Direct party to the sound tent
- Alert Event Leads and PBSO over the radio
- Staff receives description of the parent / child
- Staff relay information to PBSO
- Reunite Parent / Child at the sound tent

### **MISSING CHILD PROTOCOL:**

Should staff be instructed to halt vehicles from leaving the facility at all exits until PBSO clears the situation?





## **30 YEAR SIGNAGE**

### **SINGAGE REQUESTED**

- Handicap Parking (Dimensions: 4x4)
  - 9 Spots Allocated for Handicap
- Vendor Parking Only – Vendor Placard Required (Dimensions: 4x4)
- Bus Pickup/Drop-Off Area (Dimensions: 4x4)
- VIP Parking Only (Dimensions: 24”x36”)
- VIP Area (Dimensions: 24”x36”)
- Restrooms (with an upward-pointing arrow) (Dimensions: 24”x36”)
- Sound/Emergency Tent (Dimensions: 24”x36”)



## **CONTACT LIST**

### **EVENT LEAD**

- Jenifer Brito – (740)336-9129

### **DEPARTMENT LEADS**

- Community Services – Jenifer Brito – (740)336-9129
- Public Works – Mark Belcourt – (561)248-2768
- Parks & Recreation – Eric Juckett – (561)632-6431

### **STAGE CONTACT**

- Rick Febles – (561)315-7411

### **SECURITY**

- Josh Veltri – (954)829-3411

### **VENDORS LEAD**

- Heather Navarro - (561)402-2806
- Ian Williams – (561)685-5686

### **EMERGENCY CONTACTS**

- Palm Beach Sheriff's Office -
- Palm Beach Fire Rescue -

### **COMMUNICATIONS CONTACT**

- Liz Nunez – (561)402-0015

### **VIA PRODUCTIONS CONTACT**

- Sarah Lott – (561)427-0500



## **FOLLOW UP QUESTIONS VIA PRODUCTIONS**

### **GENERAL QUESTIONS**

1. What are we doing with the section of parking spots above the vendor tents?
2. PBFR location within the event? Are we able to get two or three lifeguards to assist at the event?
3. Are we going to have Public Works assist us with the Parking within Town Center? We need to be able to effectively inform people that there is no additional parking here once all spots gone.

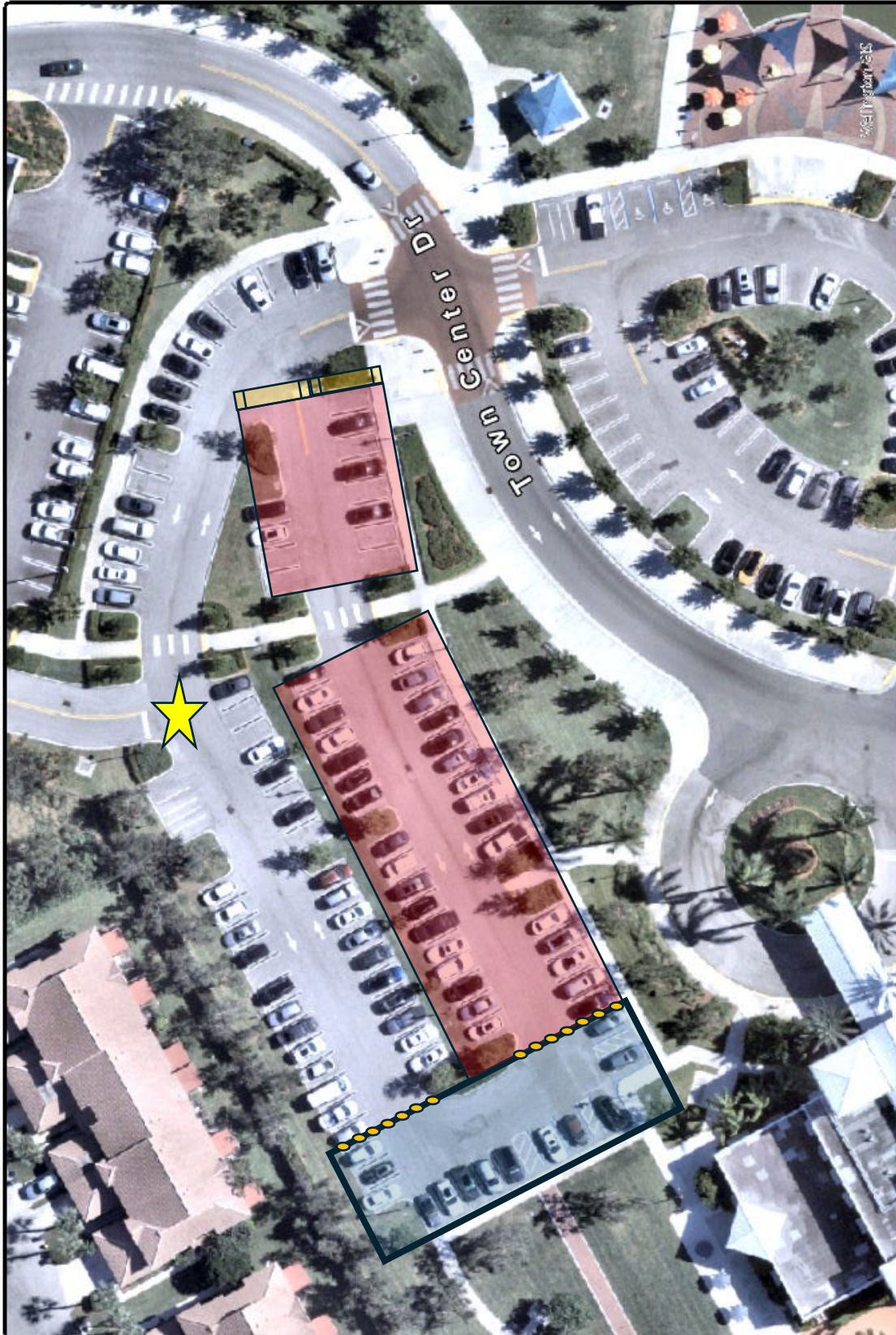
### **PBSO FOLLOW UP QUESTIONS**

- How many officers or deputies will be available to assist during the event?
- Can PBSO assist with directing traffic into and out of the event?
- How should we handle lost children or lost parents?

### **FINAL THOUGHTS**

- Vendors will be contacted to confirm setup day; NYE is preferred, but NYD will be explored based on staffing.
- Run-of-show has been finalized; signage will be placed throughout the event as needed.
- VIPs will receive giveaways; additional commemorative items will be handed out to general attendees. Public Works will assist with setup and parking; PBSO will support parking once lots reach capacity.
- Jenifer will serve as event lead and primary radio contact for all emergencies and lost child/parent situations.
- VIP parking will be located near the pool area.
- Shuttle buses will run for the entire event.
- Sponsor logos will be displayed on bicycle racks at the front of the stage.

# THE VILLAGE OF ELLINGTON



Wellington GIS • 12300 Forest Hill Blvd • Wellington, FL 33414 • [www.wellingtonfl.gov](http://www.wellingtonfl.gov)

Village of Wellington  
Halm Beach County, F

Streets\_1K  
Priority Type

Florida Turnpike

Major  
Non-Wellington  
Residential

State







# TOWN OF LOXAHATCHEE GROVES

## TOWN COUNCIL MEETING

### AGENDA ITEM MEMORANDUM

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Item 17.

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

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

**THRU:** Francine L. Ramaglia, Town Manager

**DATE:** February 3, 2026

**SUBJECT:** Paddock/Bove Petitions

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|                           |                                   |                                       |
|---------------------------|-----------------------------------|---------------------------------------|
| <b>Legal Sufficiency:</b> | <input type="checkbox"/> Reviewed | <input type="checkbox"/> Not Reviewed |
|                           | <input type="checkbox"/> Approved | <input type="checkbox"/> Not Approved |

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#### **Background:**

The Town of Loxahatchee Groves received a request for a Comprehensive Plan Text amendment to the Future Land Use Element, a Comprehensive Plan Future Land Use Map amendment, Zoning Text amendment, a Zoning Map amendment, and site plan approval for the property located on the east side of C Road, approximately 950 feet north of Southern Boulevard which is known as the Paddock/Bove project to allow for the development of a recreational vehicle resort.

Specifically, the Applicant is proposing to create a new future land use designation called “Rural Recreation” and amend the future land use map to reflect that designation on the Property. Additionally, the Applicant is proposing to create a new zoning designation called “Rural RV Resort” and amend the Zoning map to reflect that designation on the Property. Addition zoning text changes will include a definition for an “RV Resort” and parking requirements for the RV resort use. The site plan for the RV Resort provides 272 RV sites, 16 park owned RV units, and 2 clubhouses with recreation areas.

The petitions were heard at a public hearing with the Planning and Zoning Board sitting as the Local Planning Agency on May 19, 2025. The Planning and Zoning Board/Local Planning Agency voted to recommend denial of all the Paddock petitions presented at the May 19th meeting. However, the Planning and Zoning Board is only a recommending body. Their decision will be provided to the Town Council for final determination. A public hearing for the Paddock petitions was scheduled for August 19, 2025, but the applicant asked for the meeting to be cancelled. A new public hearing date has not been scheduled yet.

However, the Town holds a petition inactive if no action has been taken on a petition for one hundred eighty (180) days. Once a petition is held inactive, it is administratively withdrawn and the applicant will have to start over including the filing of new petitions if they still want to continue with their development request.

The Paddock/Bove petitions are almost at the 180-day deadline. A letter was sent to the applicant which is attached. As of the drafting of this memo, Town Staff has not heard from the applicant about their intentions. If no communication is received or no action is taken by the applicant, then the petitions will be deemed inactive as of February 15<sup>th</sup> and withdrawn from processing.

**Fiscal Impact:**

If the petitions are approved, it would result in additional revenue for the Town.

**Recommendation/Motion:**

Receive and File

**Attachments:**

1. Letter sent to Joe Bove





## Town of Loxahatchee Groves

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

January 26, 2026

Joe Bove, Vice President  
Bove LLC  
354 Royal Tern Road S  
Ponte Vedra, FL 32082

**RE: Paddock Development Petitions**

Dear Joe:

Hope all is well with you. It has been a while since we have been in contact.

As you know, Bove LLC submitted a request for a Comprehensive Plan Text amendment to the Future Land Use Element, a Comprehensive Plan Future Land Use Map amendment, Zoning Text amendment, a Zoning Map amendment, and site plan approval for the property located on the east side of C Road, approximately 950 feet north of Southern Blvd.

The last action taken by you was in August 2025 when the Town of Loxahatchee Groves (Town) received a request from you to cancel the hearing of your petitions at the August 19<sup>th</sup> Town Council meeting. This meeting was cancelled.

In case you are not aware, when an application is inactive for more than 180 days, the application is administratively withdrawn, which means that new petitions need to be filed to continue with the development request.

Your project is coming up to the 180-day timeframe. If no action is taken by **February 15, 2026**, the Town will administratively withdraw all your applications, and no further action will be taken on your requests.

If you have any questions or would like to discuss your next step with Town Staff, please feel free to contact our office to schedule a meeting.

Respectfully submitted,

Caryn Gardner-Young, Development Standards Director  
Town of Loxahatchee Groves  
155 F Rd, Loxahatchee Groves, FL 33470



# TOWN OF LOXAHATCHEE GROVES

## TOWN COUNCIL MEETING

### AGENDA ITEM MEMORANDUM

---

Item 18.

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

**FROM:** Francine L. Ramaglia, Town Manager

**DATE:** February 3, 2026

**SUBJECT:** Update on Palm Beach County Countywide Transportation Master Plan (CTMP) – Town Participation and Next Steps

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|                           |                                   |                                       |
|---------------------------|-----------------------------------|---------------------------------------|
| <b>Legal Sufficiency:</b> | <input type="checkbox"/> Reviewed | <input type="checkbox"/> Not Reviewed |
|                           | <input type="checkbox"/> Approved | <input type="checkbox"/> Not Approved |

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#### **Background:**

This memo provides an informal update on the Town’s ongoing participation in Palm Beach County’s first Countywide Transportation Master Plan (CTMP) and outlines next steps for Council consideration.

Palm Beach County, through its consultant WSP, launched the CTMP in mid-2025 to establish a shared vision for multimodal mobility—driving, walking, biking, transit, freight, and emerging technologies—through 2050. The plan will guide regional transportation investment priorities and may inform a countywide sales tax referendum as early as 2026.

The Town has been fully engaged throughout the CTMP process to ensure our rural character, transportation constraints, and long-standing priorities are clearly represented.

Staff and residents attended the regional kickoff meetings in fall 2025, emphasizing:

- Protection of rural roads from increased cut-through traffic
- Preservation of the Town’s low-intensity, equestrian-oriented character
- Ensuring regional mobility strategies do not shift unintended burdens onto rural communities

Council members, staff, consultants, and residents have participated in every available public input opportunity, including:

- The Palm Beach State College (PBSC) public input session
- Virtual participation via Zoom
- Local meetings and workshops related to Okeechobee Boulevard
- County discussions tied to the 5-Year Road Program

Our community has been all-in at every level, ensuring that Loxahatchee Groves’ voice is consistently present and clearly heard.

The Town has participated in each Steering Committee meeting, including:

- The December 2025 Steering Committee session
- The January 28, 2026 meeting in Riviera Beach (agenda attached)

These meetings provide the primary venue for jurisdictions to shape the plan's vision, criteria, and investment framework.

Town staff have also engaged in:

- Small-group technical discussions
- One-on-one interviews with County staff and WSP
- Working sessions focused on rural mobility, safety, and cross-jurisdictional coordination

These conversations have reinforced the Town's priorities, including:

- Maintaining low-speed, low-volume roadway expectations
- Avoiding regional cut-through routing
- Supporting equestrian and agricultural mobility
- Ensuring future transit or technology strategies respect rural context.

The January 28 meeting included:

- Regional visioning exercises on mobility goals and multimodal connectivity
- Small-group geographic breakouts to identify corridor-level challenges and opportunities
- Stakeholder dialogue on prioritization criteria, including safety, equity, resiliency, and cost-effectiveness
- "Homework assignments" for participating jurisdictions to prepare feedback and preliminary position statements for the next refinement phase.

As we prepare the Town's formal position on the CTMP, staff is assembling a broader body of work to ensure our recommendations are forward-looking, grounded in established policy, and reflective of our rural mobility needs. This phase is both thorough and collaborative.

To support this effort, we are:

- Reviewing and excerpting key portions of recent and pending grant applications, including TPA, FRDAP, and other mobility-related submissions, to ensure alignment between our CTMP comments and our documented funding strategies.
- Compiling and summarizing all prior Council positions related to:• The Okeechobee Boulevard corridor
- Interjurisdictional boundaries and coordination
- Traffic circulation and stacking
- Speeding and cut-through behavior, particularly traffic avoiding congestion on Southern Boulevard
- The Town's consistent and continuing opposition to the widening of Okeechobee Boulevard

- Reviewing all previous County 5-Year Road Program references affecting Loxahatchee Groves to ensure our historical comments and concerns are accurately reflected.
- Documenting the Town’s long-standing need for north–south multimodal connectivity, including safe crossings, equestrian routes, trail linkages, and rural-appropriate design standards.
- Including Treasure Coast Regional Planning Council in our discussions, recognizing:
  - Their longstanding history and deep familiarity with Loxahatchee Groves
  - Their current Southern Boulevard project under the Commerce Grant
  - Their extensive work across the western communities
  - Their ability to help frame rural-appropriate mobility strategies within a regional context

This collective involvement strengthens our ability to present a position statement that is technically sound, historically consistent, and grounded in the lived realities of our community.

The Town’s internal working group—responsible for reviewing CTMP materials, preparing summaries, and drafting the Town’s position statement—includes:

- Caryn Gardner-Young
- Francine Ramaglia
- Randy Wertepny
- Mary McNicholas
- Treasure Coast Regional Planning Council representatives
- Additional staff as needed based on topic and expertise

This group will meet on Tuesday, February 4, 2026 to review the January 28 homework materials, begin drafting the assignment summary, and prepare the Town’s formal position statement for Council consideration.

We anticipate presenting the working group’s findings and recommended position to the Town Council at the March 2026 regular meeting. This will allow Council to discuss, refine, and adopt a formal stance that reflects Loxahatchee Groves’ values and transportation priorities.

Council feedback is welcome at any stage. Members are encouraged to:

- Share transportation priorities or constituent concerns
- Identify issues that should be emphasized in the Town’s position statement
- Ask questions about the CTMP process, timeline, or potential impacts
- Attend the February 4 working group meeting if interested

The CTMP represents a significant opportunity to shape regional transportation policy and investment for decades. Ensuring that Loxahatchee Groves’ rural character and infrastructure needs are clearly represented is essential to protecting our long-term interests.

Additional information, including meeting materials and public survey results, is available at [www.PBCMoves.com](http://www.PBCMoves.com).

Please feel free to contact me with any questions or comments.

**Recommendation/Motion:**

Receive and File

**Attachments:**

1. Palm Beach County CTMP Steering Committee Meeting Agenda – January 28, 2026



PALM BEACH COUNTY

## COUNTYWIDE TRANSPORTATION MASTER PLAN

IPARC Item 18.

### Technical Workshop

Wednesday, January 28, 2026, from 2:00 pm to 4:00 pm

Mayme Fredrick Building

1400 Martin Luther King Blvd, Riviera Beach FL 33404

## AGENDA

### I. Welcome and Purpose (10 minutes)

- By the end of the day today, we will have consensus on project Goals and Objectives for draft criteria for project prioritization.
- The project team will provide an overview of why the outputs from today are important and how the feedback will be used in the planning process to develop an informed set of prioritization criteria.
- A preview of the project geodatabase of projects will be shown. Members are requested to provide an independent, in-depth review after the meeting as a next homework assignment by February 6<sup>th</sup>.

### II. Exercise: High Need Corridors (20 minutes)

Activity: Walk-through of corridor analysis selection methodology and provide feedback.

- Show map of 12 corridors
- Walk-through of selection process
- Show overlay of corridor analysis with project database
- Show draft outline the project team is using to address the issues and ask if these are the right solutions. What else should we consider?
- Participants will mark-up maps and provide additional suggestions for solutions.

### III. Big Picture Refresher: (5 minutes)

#### A. Planning Process

Vision → Goals → Objectives → Performance Measures → Prioritization

The project team will anchor the discussion around the planning framework to illustrate the “big picture” and walk through the logic and terminology:

- **Vision:** defines success
- **Goals:** express values
- **Objectives:** make goals actionable
- **Performance Measures/Measures of Effectiveness (MOEs):** measure progress towards goals and vision
- **Scenarios:** represent different strategies to address community needs to test which scenarios perform best for achieving the goals







PALM BEACH COUNTY

## COUNTYWIDE TRANSPORTATION MASTER PLAN

IPARC Item 18.

### Technical Workshop

Wednesday, January 28, 2026, from 2:00 pm to 4:00 pm

Mayme Fredrick Building

1400 Martin Luther King Blvd, Riviera Beach FL 33404

#### B. Synthesis Process Walkthrough

The project team will explain how data, performance measures, and qualitative considerations combine.

#### III. What Did We Learn? Feedback from IPARC2.0+ Homework Assignment #1 (5 minutes)

- The project team will present a summary of the feedback received from the pre-meeting homework assignment from Social Pinpoint. We used the feedback received to refine the framework which we will finalize in today's meeting.

#### IV. Exercise: Refinement & Prioritization of Project Goals, Objectives and Performance Measures (60 Minutes)

**Purpose:** Validation and consensus building to inform project prioritization exercise on March 11<sup>th</sup>.

**Outcome:** A vetted, goal-aligned set of values

##### Activity: Refinement and Importance (35 Minutes)

The project team will provide an overview and instructions for participants

##### Step 1: Gallery Walk (20 minutes)

As you circulate, use sticky notes to add:

- Questions/Comments
- Suggestions or refinements

##### Step 2: Dot Voting (15 minutes)

Return to the gallery and use your dots to mark the goals which you feel are of the highest importance. Use your highest-value dot on the Goal & Objective you believe is most important for the CTMP. Use the remaining dots to signal secondary importance.

- 1 green dot ( 1<sup>st</sup> importance)
- 1 blue dot (2<sup>nd</sup> importance)
- 1 yellow dot (3<sup>rd</sup> importance)

##### Activity: Measures Sprint (20 minutes):

##### Step 1: Group Review of Measures/Indicators for Feasibility (10 minutes)

- Review measures/indicators for the Goals & Objectives for future performance measurement
- Evaluate feasibility and data sources.





PALM BEACH COUNTY

## COUNTYWIDE TRANSPORTATION MASTER PLAN

IPARC Item 18.

### Technical Workshop

Wednesday, January 28, 2026, from 2:00 pm to 4:00 pm

Mayme Fredrick Building

1400 Martin Luther King Blvd, Riviera Beach FL 33404

#### Step 2: Complete Worksheet (10 minutes)

Using the reference guide on your tables, brainstorm additional/missing measures and data sources required to adequately measure and track.

| Goal | Performance Measure(s) | Source(s) of Data |
|------|------------------------|-------------------|
| 1    |                        |                   |
| 2    |                        |                   |
| 3    |                        |                   |
| 4    |                        |                   |
| 5    |                        |                   |
| 6    |                        |                   |
| 7    |                        |                   |

Select your top 2–3 recommended measures to report back (if time permits)

#### VI. Wrap-Up (15 minutes)

- Summary of consensus and/or potential refinements needed to address critical gaps for next stages of the project.

#### VII. Closeout/Next Steps

- **Homework Assignment #2** Check your email for link and instructions
- **IPARC 2.0+ meeting** Draft Project Prioritization





PALM BEACH COUNTY

## COUNTYWIDE TRANSPORTATION MASTER PLAN

IPARC

Item 18.

### Technical Workshop

Wednesday, January 28, 2026, from 2:00 pm to 4:00 pm

Mayme Fredrick Building

1400 Martin Luther King Blvd, Riviera Beach FL 33404

- March 11<sup>th</sup> 2pm – 4pm  
Palm Beach County Cooperative Extension, Clayton E. Hutcheson Complex  
559 N Military Trail, West Palm Beach, FL 33415
- **Public Summit**
  - April 22<sup>nd</sup> 3pm – 5pm and 6pm – 8pm  
Palm Beach County Cooperative Extension, Clayton E. Hutcheson Complex  
559 N Military Trail, West Palm Beach, FL 33415

#### About the CTMP:

The Countywide Transportation Master Plan (CTMP) will establish a shared vision for mobility across all modes — driving, walking, biking, transit, freight, and emerging technologies. The CTMP is being developed to address near-term needs and prepare Palm Beach County for growth through 2050.





# **TOWN OF LOXAHATCHEE GROVES TOWN COUNCIL MEETING AGENDA ITEM MEMORANDUM**

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Item 19.

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

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

**THRU:** Francine L. Ramaglia, Town Manager

**DATE:** February 3, 2026

**SUBJECT:** IPARC Notice – Village of Wellington Comprehensive Plan Amendments (Water Supply Plan and Artistry Lakes)

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|                           |                                   |                                       |
|---------------------------|-----------------------------------|---------------------------------------|
| <b>Legal Sufficiency:</b> | <input type="checkbox"/> Reviewed | <input type="checkbox"/> Not Reviewed |
|                           | <input type="checkbox"/> Approved | <input type="checkbox"/> Not Approved |

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## **Purpose**

The purpose of this memorandum is to inform the Mayor and Town Council of two Comprehensive Plan amendments currently being processed by the Village of Wellington, as transmitted to the Town of Loxahatchee Groves through the Intergovernmental Plan Amendment Review Committee (IPARC) process.

## **Background:**

Municipal planning directors within Palm Beach County established a coordinated review process for Comprehensive Plan amendments in October 1993. This effort resulted in the formation of the Intergovernmental Plan Amendment Review Committee (IPARC), which provides a structured, countywide notification and coordination framework for land use amendments.

Current IPARC participants include Palm Beach County, 31 municipalities, the School Board, and multiple special districts, including the South Indian River Water Control District, Lake Worth Drainage District, Indian Trail Improvement District, Jupiter Inlet District, Loxahatchee River Environmental Control District, Loxahatchee Groves Water Control District, and the Northern Palm Beach County Water Control District.

Under this process, when a member jurisdiction proposes to adopt a public or private land use amendment, the initiating government is required to transmit notice to IPARC. IPARC then circulates the notice to adjacent and surrounding municipalities and the County for informational and coordination purposes only. No approval or action by IPARC or receiving jurisdictions is required.

The Town of Loxahatchee Groves has received notice of two amendments currently being processed by the Village of Wellington.

### **Amendment One – Water Supply Plan Amendment**

The first amendment involves an update to Wellington’s Water Supply Plan.

According to the Village of Wellington, Section 163, Florida Statutes, requires local governments to update their water supply planning documents within 18 months of the adoption of a regional water supply plan. The South Florida Water Management District (SFWMD) approved the Lower East Coast Water Supply Plan (LECWSP) on September 12, 2024.

In response, Wellington updated its Water Supply Facilities 10-Year Work Plan, which addresses statutory requirements and strengthens coordination between the regional water supply plan and Wellington’s local water supply planning. The update addresses:

- Availability of adequate water supplies
- Public facilities and services to meet projected growth demands
- Alternative water supply strategies
- Water conservation and reuse programs
- A five-year schedule of capital improvements

Copies of the relevant documentation have been forwarded to the Town’s Public Works Superintendent and Floodplain Manager for technical review.

Hearing Schedule – Water Supply Plan Amendment:

- Village Council – First Reading: February 10, 2026
- Village Council – Second Reading / Adoption: March 10, 2026

### **Amendment Two – Artistry Lakes Future Land Use Map and Zoning Amendment**

The second amendment involves a Future Land Use Map (FLUM) amendment and related rezoning to facilitate development of the Artistry Lakes project.

The subject property consists of approximately 446.14 acres, currently located in unincorporated Palm Beach County, approximately 1.75 miles west of the Seminole Pratt Whitney Road and State Road 80 (Southern Boulevard) intersection. The property is proposed for annexation into the Village of Wellington.

The amendment proposes to change the land use designation from Palm Beach County Low Residential-2 (PBC LR-2) to Wellington Residential C (1.01–3.0 dwelling units per acre). A related rezoning is also required to change the zoning designation from Palm Beach County Planned Unit Development (PBC PUD) to Wellington PUD.

The Artistry Lakes Master Plan includes:

- 579 single-family residential units
  - Phase 1: 160 units
  - Phase 2: 206 units
  - Phase 3: 213 units
- 4.0 acres designated for civic use
- 12.85 acres designated for public recreation
- Two access points on State Road 80 (Southern Boulevard)
- One access point to the future extension of Okeechobee Boulevard

Hearing Schedule – Artistry Lakes Amendment:

- Village Council – First Reading: February 10, 2026
- Village Council – Second Reading / Adoption: March 10, 2026

A map identifying the subject parcels has been provided. Town staff will request the full project documentation from the Village of Wellington as it becomes available for further intergovernmental coordination and review.

**Fiscal Impact:**

There is no fiscal impact to the Town of Loxahatchee Groves associated with receipt of these IPARC notices.

**Recommendation/Motion:**

Receive and File







**Council**

Michael J. Napoleone, Mayor  
Tanya Siskind, Vice Mayor  
John T. McGovern, Councilman  
Maria Antuña, Councilwoman  
Amanda Silvestri, Councilwoman

**Manager**

Jim Barnes

January 22, 2026

Ms. Anna Yeskey  
Clearinghouse Coordinator  
9835-16 Lake Worth Road, Suite 223  
Lake Worth, FL 33467

Re: Notice of Proposed Comprehensive Plan Map Amendment (Ordinance No. 2026-04)  
Artistry Lakes (Petition No. 2025-0004-CPA)

Dear Ms. Yeskey:

Wellington is submitting a Comprehensive Plan Amendment for Artistry Lakes to amend the Future Land Use Map designation of the 446-acre property from Palm Beach County Low Residential-2 (PBC LR-2) to Wellington Residential C (1.01 – 3.0 du/ac).

The proposed Comprehensive Plan Amendment is scheduled for public hearings on the following dates:

- Planning, Zoning and Adjustment Board/Local Planning Agency: January 21, 2026
- Village Council – First Reading: February 10, 2026
- Village Council – Second Reading: March 10, 2026

If you have any comments or questions concerning this item, please contact me at [kferraiolo@wellingtonfl.gov](mailto:kferraiolo@wellingtonfl.gov) or 561-753-5268.

Sincerely,



Kelly Ferraiolo, Senior Planner

cc: Cory Lyn Cramer, AICP, Planning and Zoning Manager

## CLEARINGHOUSE NOTICE OF PROPOSED AMENDMENT

**To:** Anna Yeskey, Clearinghouse Coordinator

**From:** Kelly Ferraiolo, Planner

**Date:** January 22, 2026

As a participant local government, this memorandum serves as notice of the following comprehensive plan amendment(s):

Initiating Local Government: Wellington

Reference #: Artistry Lakes (Ordinance No. 2026-04)

Date of local planning agency hearing for this proposed amendment: January 21, 2026

Date of First Reading of Council: February 10, 2026

Nature of the plan amendment as you have indicated is desired for review:

- ☒ Adjacent Cities: Village of Royal Palm Beach, Greenacres, Loxahatchee Groves, Lake Worth, West Palm Beach
- ☒ Palm Beach County
- ☐ Amendments relating to traffic circulation or the roadway networks
- ☐ Amendments related to affordable housing
- ☐ Amendments related to the following elements:
- ☒ Future Land Use Map Amendment
- ☐ Traffic Circulation
- ☐ Mass Transit
- ☐ Ports and Aviation
- ☐ Housing
- ☐ Infrastructure \_\_\_\_\_ Sub-elements
- ☐ Coastal Management
- ☐ Conservation
- ☐ Recreation and Open Space
- ☐ Intergovernmental Coordination
- ☐ Capital Improvements
- ☐ Other (Equestrian Preservation Element)

**Instructions:** Should you have any objections to these proposed amendments, please respond at least 15 days prior to the transmittal hearing as scheduled.

## Executive Summary For Comprehensive Plan Amendments

**Date:** January 22, 2026

**Reference #:** Artistry Lakes (Petition No. 2025-0004-CPA)

**General Information:**

*Initiating Local Government:* Wellington

*Contact Person:* Kelly Ferraiolo, Senior Planner

*Address:* 12300 Forest Hill Blvd, Wellington, FL 33414

*Phone/Fax:* (561) 753-5268 (561) 791-4045

*Applicant/Agent:* Lentzy Jean-Louis, Urban Design Studio

**Proposed Comprehensive Plan Amendment:**

- ☒ Adjacent Cities: Village of Royal Palm Beach, Greenacres, Loxahatchee Groves, Lake Worth, West Palm Beach
- ☒ Palm Beach County
- ☐ Amendments relating to traffic circulation or the roadway networks
- ☐ Amendments related to affordable housing
- ☐ Amendments related to the following elements:
  - ☒ Future Land Use Map Amendment
  - ☐ Traffic Circulation
  - ☐ Mass Transit
  - ☐ Ports and Aviation
  - ☐ Housing
  - ☐ Infrastructure \_\_\_\_\_ Sub-elements
  - ☐ Coastal Management
  - ☐ Conservation
  - ☐ Recreation and Open Space
  - ☐ Intergovernmental Coordination
  - ☐ Capital Improvements
  - ☐ Other (Equestrian Preservation Element)

*Summary of proposed changes (s) to adopted Comprehensive Plan:*

**Ordinance No. 2026-04** - To amend the FLUM Designation of the 446.14-acre property from Palm Beach County Low Residential – 2 (PBC LR-2) to Wellington Residential C (1.01-3.0 du/ac).

**Proposed Amendments to the Future Land Use Map:**

**Location of Proposed Map Amendment:** PCN: 00-40-43-27-00-000-1010 and 3010; 00-40-43-22-00-000-5000 and 7010. The subject property is approximately 1.75 miles west of the Seminole Pratt Whitney Road and Southern Boulevard intersection.

**Size of Area Proposed for Change (Acres):**

446.14 acres

***Present Future Land Use Plan Designation (including density/intensity definition):***

Palm Beach County Low Residential-2 (PBC LR-2)

***Proposed Future Land Use Plan Designation (including density/intensity definition):***

Wellington Residential C (1.01-3.0 du/ac)

***Present Zoning of Site (including density/intensity definition):***

Palm Beach County Planned Unit Development (PBC PUD)

***Proposed Zoning of Site (including density/intensity definition):***

Wellington PUD

***Present Development of Site:***

Vacant

***Proposed Development of Site, if Known:***

Property is currently approved for 534 residential units and 47,000 SF of Commercial. Wellington is currently in the process of annexing the subject property. If the annexation is approved by the Wellington Council, then a Wellington FLUM and Zoning designation must be applied to the property. The changes will become effective when the annexation is effective.

***Is Proposed Change a Development of Regional Impact?***

No.

**Comprehensive Plan Change Processing:**

***Date/Time/Location for Local Planning Agency Public Hearing:*** 7:00 PM, January 21, 2026, Village Hall, 12300 Forest Hill Boulevard, Wellington, Florida 33414

***Date/Time/Location for Governing Body Public Hearing:*** 6:30 PM, February 10, 2026, Village Hall, 12300 Forest Hill Blvd., Wellington, Florida 33414

**Council**

Michael J. Napoleone, Mayor  
Tanya Siskind, Vice Mayor  
John T. McGovern, Councilman  
Maria Antuña, Councilwoman  
Amanda Silvestri, Councilwoman

**Manager**  
Jim Barnes

January 29, 2026

Ms. Anna Yeskey  
Clearinghouse Coordinator  
9835-16 Lake Worth Road, Suite 223  
Lake Worth, FL 33467

Re: Notice of Proposed Comprehensive Plan Text Amendment (Ordinance 2026-01)

Dear Ms. Yeskey:

The Village of Wellington is submitting a Comprehensive Plan Amendment to adopt Wellington's Water Supply Facilities 10-Year Work Plan and amend Wellington's Comprehensive Plan to incorporate the Work Plan by reference, as required by Florida Statute, including amending references to the Work Plan in the Public Facilities and Capital Improvements Elements.

The proposed Comprehensive Plan Amendment is tentatively scheduled for public hearings on the following dates:

- Planning, Zoning and Adjustment Board/Local Planning Agency - January 11, 2026
- Village Council – First Reading: February 28, 2026
- Village Council – Second Reading: March 14, 2026

Should you have any comments or questions concerning this item, please contact me at [cdecosmo@wellingtonfl.gov](mailto:cdecosmo@wellingtonfl.gov) or 561-753-2582.

Sincerely,



Catie DeCosmo  
Strategic Planner

cc: Cory Lyn Cramer, AICP, Planning and Zoning Manager



## CLEARINGHOUSE NOTICE OF PROPOSED AMENDMENT

**To:** Anna Yeskey, Clearinghouse Coordinator

**From:** Catie DeCosmo, Strategic Planner

**Date:** January 29, 2026

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As a participant local government, this memorandum serves as notice of the following comprehensive plan amendment(s):

Initiating Local Government: Wellington

Reference #: Ordinance No. 2026-01

Date of local planning agency hearing for this proposed amendment: January 11, 2026

Date of First Reading of Council: February 28, 2026

Date of Second Reading of Council: March 14, 2026

Nature of the plan amendment as you have indicated is desired for review:

- ☒ Adjacent Cities: Village of Royal Palm Beach, Greenacres, Loxahatchee Groves, Lake Worth, West Palm Beach
- ☒ Palm Beach County
- ☐ Amendments relating to traffic circulation or the roadway networks
- ☐ Amendments related to affordable housing
- ☐ Amendments related to the following elements:
- ☐ Future Land Use Map Amendment
- ☐ Traffic Circulation
- ☐ Mass Transit
- ☐ Ports and Aviation
- ☐ Housing
- ☐ Infrastructure \_\_\_\_\_ Sub-elements
- ☐ Coastal Management
- ☐ Conservation
- ☒ Recreation and Open Space
- ☐ Intergovernmental Coordination
- ☒ Capital Improvements
- ☐ Other

**Instructions:** Should you have any objections to these proposed amendments, please respond at least 15 days prior to the transmittal hearing as scheduled.

## Executive Summary For Comprehensive Plan Amendments

**Date:** January 29, 2026

**Reference #:** Ordinance No. 2026-01

### General Information:

*Initiating Local Government:* Wellington

*Contact Person:* Catie DeCosmo, Strategic Planner

*Address:* 12300 Forest Hill Blvd, Wellington, FL 33414

*Phone/Fax:* (561) 753-2582

*Applicant/Agent:* Wellington

### Proposed Comprehensive Plan Amendment:

- ☒ Adjacent Cities: Village of Royal Palm Beach, Greenacres, Loxahatchee Groves, Lake Worth, West Palm Beach
- ☒ Palm Beach County
- ☐ Amendments relating to traffic circulation or the roadway networks
- ☐ Amendments related to affordable housing
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  - ☐ Housing
  - ☐ Infrastructure \_\_\_\_\_ Sub-elements
  - ☐ Coastal Management
  - ☐ Conservation
  - ☒ Recreation and Open Space
  - ☐ Intergovernmental Coordination
  - ☒ Capital Improvements
  - ☐ Other

*Summary of proposed changes (s) to adopted Comprehensive Plan:*

**Ordinance No. 2026-01** - To adopt Wellington's Water Supply Facilities 10-Year Work Plan and amend Wellington's Comprehensive Plan to incorporate the Work Plan by reference, as required by Florida Statute, including amending references to the Work Plan in the Public Facilities and Capital Improvements Elements.

### Comprehensive Plan Change Processing:

***Date/Time/Location for Local Planning Agency Public Hearing:*** 7:00 PM, January 11, 2026, Wellington City Hall, 12300 Forest Hill Boulevard, Wellington, Florida 33414

***Date/Time/Location for Governing Body Public Hearing:*** 6:30 PM, February 28, 2026, Wellington City Hall, 12300 Forest Hill Blvd., Wellington, Florida 33414 AND 6:30 PM, March 14, 2026, Wellington City Hall, 12300 Forest Hill Blvd., Wellington, Florida 33414



### Town of Loxahatchee Groves

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

February 3, 2026

Name

Address

**RE: OKEECHOBEE BLVD PROPERTIES**

Dear Okeechobee Blvd or Surrounding Property Owner:

This letter serves as a friendly reminder to some of the uses that are allowed and not allowed within the AR (agricultural residential) zoned properties within the Town. Please note that no “new” restrictions have been put in place and that the same permitted and/or illegal uses are essentially the same from before the Town of Loxahatchee was incorporated and beyond. These permitted and/or illegal uses have remained the same for over 30 + years.

The Town Council has directed staff to begin enforcing these rules and regulations starting with the properties along or nearby Okeechobee Blvd. and then elsewhere in the Town. Some of the issues to be addressed include but are not limited to:

1. Illegal Uses eg. Illegal tractor trailer parking, commercial business activities on residential properties, contractor storage yards
2. Expansion of activities beyond previous Palm Beach County, Town or Council approvals
3. Overgrowth of landscaping
4. Failure to obtain permits
5. Illegal signs
6. Illegal tree removal/lot clearing
7. Illegal storage
8. Improper Access
9. Vehicles in disrepair or Too many Vehicles

A common comment made by property owners who may receive a violation notice is that they were not even aware of a violation existed or that they are “agricultural” and therefore these rules do not apply. For most properties this is simply not the case.

We understand that your use or condition of your property may have been in existence for quite some time, however this does not make it legal. The impacts coming from some of these properties can no longer be ignored. Additionally, there are potential significant property tax implications as properties are

being taxed as vacant or single-family use however large commercial/industrial uses are present on the properties.

To address the issues, you can take the following steps:

1. If you receive a Notice of Violation, take immediate action to remediate the noted violations
2. If you are not sure of what codes are applicable to your property, please review the Agricultural Residential Zoning District (AR) provisions within the Loxahatchee Groves Unified Land Development Code which can be accessed on the Town's website or through [municode.com](http://municode.com).
3. Please visit the Property Appraiser website to check aerals, uses and agricultural classifications.
4. If you receive a Notice of Violation and you do not understand the violations or how to remedy them, call the Code Compliance Division at \_\_\_\_\_ and schedule a meeting to meet with Town Staff
5. If you have not received a Notice of Violation and believe you have one or more violations, call \_\_\_\_\_ and schedule a meeting to meet with Town Staff to discuss your property.

We believe that our property owners are good neighbors who do not knowingly violate Town rules and regulations. In that spirit we wish to encourage compliance as that is the overall goal. We want to work with you to make Loxahatchee Groves and Okeechobee Blvd as attractive, safe, livable as possible.

Thank you for your prompt attention to this matter.

Respectfully submitted,

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



# **TOWN OF LOXAHATCHEE GROVES**

## **TOWN COUNCIL MEETING**

### **AGENDA ITEM MEMORANDUM**

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

**FROM:** Caryn Gardner-Young, Community Standards Director  
Ramsey J. Bulkeley, Town Consultant

**THRU:** Francine L. Ramaglia, Town Manager

**DATE:** February 3, 2026

**SUBJECT:** Okeechobee Blvd. Properties Evaluation

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|                           |                                   |                                       |
|---------------------------|-----------------------------------|---------------------------------------|
| <b>Legal Sufficiency:</b> | <input type="checkbox"/> Reviewed | <input type="checkbox"/> Not Reviewed |
|                           | <input type="checkbox"/> Approved | <input type="checkbox"/> Not Approved |

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#### **Background:**

This agenda item provides an update and clarification regarding code enforcement activities within the Town of Loxahatchee Groves (Town) but specifically those occurring along the Okeechobee Boulevard corridor. The item is intended to ensure transparency, consistency, and legal defensibility of enforcement actions and to confirm the Town Council's expectations regarding enforcement priorities.

During prior Council meetings and discussions, concerns were raised regarding conditions and activities along Okeechobee Boulevard, including:

- Commercial and temporary uses along the corridor
- Activities occurring within or adjacent to the public right-of-way
- Traffic safety and access considerations
- Compatibility with adopted zoning and land development regulations

As part of those discussions, the Town Council provided general policy direction to staff to ensure consistent enforcement of existing Town Code provisions along the Okeechobee Boulevard corridor and beyond

In response, staff has implemented a corridor-based enforcement approach, rather than enforcement driven by individual complaints or specific operators. This approach is intended to:

- Apply the Town Code uniformly across similarly situated properties and activities
- Avoid arbitrary or selective enforcement
- Ensure enforcement actions are based on objective, observable conditions

- Maintain consistency with state law limitations on local regulation

Code enforcement actions are based solely on existing, adopted regulations and do not rely on discretionary or ad hoc standards.

Enforcement activities along Okeechobee Boulevard include but not limited to:

- Proactive inspections of properties and activities visible from the public corridor
- Verification of zoning compliance for commercial and temporary uses
- Evaluation of unauthorized use of the public right-of-way
- Issuance of warnings, notices of violation, or citations where warranted
- Documentation of enforcement actions to ensure consistency across cases

No individual business, property owner, or vendor is being targeted; enforcement is occurring by location and activity type, not by operator.

Staff does not enforce regulations based on preference, popularity, or Council member request regarding specific individuals or businesses. All actions are taken within the limits of existing law and adopted ordinances.

This agenda item is intended to clearly document that enforcement activities along Okeechobee Boulevard are being conducted uniformly, consistently, and pursuant to general Town Council policy direction, while preserving the administrative independence and legal defensibility of the enforcement process.

**Recommendation/Motion:**

Receive and File