

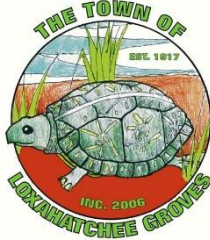
TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

TOWN COUNCIL REGULAR MEETING

AGENDA

MAY 06, 2025 – 6:00 PM



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

Anita Kane, Mayor (Seat 3)

Phillis Maniglia, Councilmember (Seat 1)

Lisa El-Ramey, Councilmember (Seat 2)

Paul T. Coleman II, Councilmember (Seat 4)

Marge Herzog, Vice Mayor (Seat 5)

Administration

Town Manager, Francine L. Ramaglia

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

Town Clerk, Valerie Oakes

Public Works Director, Richard Gallant

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

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

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

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

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

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

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

PRESENTATIONS

- [1.](#) Presentation on Resilient Florida Update by Randy Wertepny of Keshavarz & Associates
- [2.](#) Presentation on the Palm Beach County Fire Rescue FY24 Annual Report by District Chief Amanda Vomero
- [3.](#) Presentation from the Palm Beach County Sheriff's Office:
 - FY24 Annual Report by PBSO Captain Robert Sandt
 - Behavioral Services Program by PBSO Sergeant Bernardo Hernandez
- [4.](#) Presentation on Draft FY 2024 Financial Audit Prepared by Andrew S. Fierman of Cabellero, Fierman, Llerena & Garcia - Receive and File.
- [5.](#) Introduction of David DiLena, President/Principal, Project Point, Inc. and Consideration of Approval on **Resolution No. 2025-32** to Approve the Contract with Projected Point, Inc.
- [6.](#) Presentation on Code 101 by Caryn Gardner-Young, Community Standards Manager, and Glen Torcivia, Town Attorney
- [7.](#) Presentation of Proclamations – Building Safety Month, Professional Municipal Clerks Week, and National Public Works Week

CONSENT AGENDA

- [8.](#) Approval of the Minutes

9. Consideration of Approval on **Resolution No. 2025-26**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE ENTRY BY THE TOWN INTO A MUTUAL AID AGREEMENT WITH INDIAN TRAIL IMPROVEMENT DISTRICT FOR EMERGENCY AID AND ASSISTANCE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE MUTUAL AID AGREEMENT; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.
10. Consideration of Approval on **Resolution No. 2025-27**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING AN AGREEMENT WITH AQUATIC VEGETATION CONTROL, INC. FOR VEGETATION MANAGEMENT SERVICES UTILIZING THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CONTRACT #4600004968; AND PROVIDING FOR AN EFFECTIVE DATE.
11. Consideration of Approval on **Resolution No. 2025-29**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ACCEPTING AN EASEMENT FROM 1540 NORTH TREASURE DRIVE, LLC OVER A PORTION OF THEIR PROPERTY LOCATED AT 14563 NORTH ROAD, LOXAHATCHEE GROVES, FLORIDA; PROVIDING AN EFFECTIVE DATE.
12. Consideration of Approval on **Resolution No. 2025-30**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING REMOVAL OF 218 SPECIMEN TREES FROM TRACTS AE, SWM 6, SWM 7 and SWM 9 WITHIN THE GROVES TOWN CENTER PUD AMENDMENT NO. 1 PLAT LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND "B": PROVIDING AN EFFECTIVE DATE.
13. Consideration of Approval on **Resolution No. 2025-31**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING REMOVAL OF 4 CYPRESS SPECIMEN TREES AT 15171 WILLIAMS DRIVE ROAD; PROVIDING AN EFFECTIVE DATE.
14. Quarterly Reports - Receive and File

REGULAR AGENDA

15. Consideration of Approval on **Ordinance No. 2025-01 on First Reading**: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY CREATING CHAPTER 27 "FIREWORKS" TO PROVIDE FOR REGULATIONS REGARDING THE USE OF FIREWORKS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.
16. Consideration of Approval of **Ordinance No. 2025-02 on First Reading**: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ARTICLE I "IN GENERAL," ARTICLE II "IMPROPER DISPOSAL OF

WASTE MATERIALS,” AND ARTICLE III “COLLECTION OF WASTE; FRANCHISES AND REGISTRATION OF CONTRACTORS AUTHORIZED,” ALL OF CHAPTER 38 “SOLID WASTE,” OF THE LOXAHATCHEE GROVES CODE OF ORDINANCES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

- [17.](#) Discussion on Livestock Waste Non-Exclusive Franchise Program to Replace Registration Program as Required by FS 163.3205

DISCUSSION

- [18.](#) Discussion on Charter Review Amendments
- [19.](#) Discussion of Proposed Ordinance Updates to the Unified Land Development Code
- [20.](#) Discussion of Scheduling Council and Community Strategic Planning
- A. Council Policy Action Plan
- B. Council Meeting Action Plan
- [21.](#) Discussion of Rural Vista Guidelines

TOWN STAFF COMMENTS

Town Manager Ramaglia

Town Attorney Torcivia

Public Works Director Gallant

Town Clerk Oakes

TOWN COUNCILMEMBER COMMENTS

Councilmember Phillis Maniglia (Seat 1)

Councilmember Lisa El-Ramey (Seat 2)

Councilmember Paul 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.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council
FROM: Richard Gallant CDM, Public Works Director
THRU: Francine Ramaglia, Town Manager
DATE: May 6, 2025
SUBJECT: Resilient Florida Project Work Plan Status and Update

Background:

In August 2023, the Town entered an agreement between the Town and the State of Florida Department of Environmental Protection and is required by the State to use the \$350,000 in the Resilient Florida Planning Grant for a Resiliency Vulnerability Assessment. Randy Wertepny of Keshavarz & Associates provided details of the Resilient Florida Grant and associated Work Plan which has been implemented this year by Keshavarz & Associates and by Engenuity Group.

It's a collaborative effort from local through state levels for storm preparation, response, and recovery planning and system improvements. A Steering Committee from local agencies has been assembled to assist with the guidance conducting the assessment and implementation of the recommendations. Public input will solicited within two sets of public outreach meetings. The first of those meetings occurred on October 17 and 19, 2024 for input on critical assets, focus areas and historical drainage concerns. The second public outreach meeting will occur in late May or Early June. That date will be determined following the Steering Committee Meeting on April 30, 2025.

In addition to collecting long-needed system and infrastructure information, the project's deliverables provide the backbone data for outlining our current conditions and challenges and provides a practical, functional framework for establishing plans, programs and projects to address them.

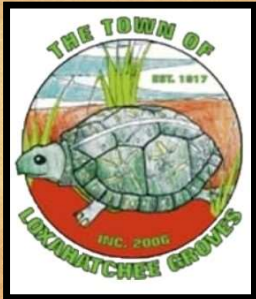
For instance, this project will:

- Provide hydraulic modeling results for existing pipes and channels and identify restrictions leading to washouts, probable locations of overflows, or other drainage system failure. A field assessment of each pipe will help log its condition, amount of blockage, and immediate repair needs and set the baseline for future inspection cycles.
- Create a template that for a maintenance activity log, scheduling inspections and cleanings, and planning replacements. The stormwater model is a scientific tool that can be used to mathematically evaluate upgrades and replacements before the money is spent to install them, preventing fixes that don't generate the wanted result and reducing duplication of expenses.
- Demonstrate the need for and support applications for future funding through Resilient Florida and other grant programs.

This evening our engineers and staff will provide an update on activities to date as well as upcoming milestones and target dates.

Recommendation:

Receive and file.



Town of Loxahatchee Groves

Resilient Florida

Progress Update for the Town Council:

Anita Kane	—	Mayor
Margaret Herzog	—	Vice Mayor
Phillis Maniglia	—	Councilmember
Lisa El-Ramey	—	Councilmember
Paul Coleman	—	Councilmember

May 6, 2025



A Brief Recap

The Town has secured a grant from the state to complete a Town-wide drainage survey and study.

Under this study, the drainage system culverts, bridges, and canals were surveyed, mapped and modeled using current and projected rainfalls. The model combines surveyed data with LiDAR topography to calculate flows and water surface elevations.

The drainage system model will help Town staff to identify possible weak points and test out potential fixes using a mathematical simulation.

[Review Public Outreach Meeting No. 1 slides or video for further details.](#)

Program Tasks & Timeline

Major Milestone

Completion Date

- | | |
|------------------------------------|-------------|
| • Project Kickoff | Completed |
| • Data Collection | Completed |
| • Steering Committee Meeting No. 1 | Completed |
| • Public Outreach Meeting No. 1 | Completed |
| • Steering Committee Meeting No. 2 | April 2025 |
| • Exposure Analysis | In Progress |

Program Tasks & Timeline

Major Milestone

Completion Date

- Impact Analysis In Progress
- Public Outreach Meeting No. 2 May – June 2025
- DRAFT Report June 2025
- Steering Committee Meeting No. 3 July 2025
- Steering Committee Meeting No. 4 October 2025
- **Final Report Submittal December 2025**

Modeling & Analysis Simulations

- 2025 Current Conditions

Rainfall data per NOAA Atlas 14

10-Year, 3-Day Rainfall: 10.0 in

25-Year, 3-Day Rainfall: 12.3 in

Tailwater data per SFWMD C-51 Basin Rule Reevaluation Study, 2015 C-51 Basin Model, D Road

100-year, 3-Day Rainfall: 17.0 in

Tailwater data per SFWMD EPBC FPLOS, 2025 C-51 Basin Model, Big Blue Trace

Modeling & Analysis Simulations

- 2045 Future Conditions

Rainfall data per NOAA/ NCICS RCP 8.5 Scenario

100-Year, 3-Day, Rainfall: 19.87 in

Sea level data per NASA/ NOAA

Intermediate Low Sea Level = + 0.98'

Intermediate High Sea Level = + 1.40'

Tailwater data per SFWMD EPBC FPLOS

2025 C-51 Basin Model, Big Blue Trace

- 2070 Future Conditions

100Year, 3-Day Rainfall: 22.61 in

Intermediate Low Sea Level = + 1.44'

Intermediate High Sea Level = + 2.63'

Vulnerability

- Depth at Critical Asset Locations
- Town Roadways



8

Operational Adjustments and Proposed Improvements

- Operational Adjustments and Proposed Improvements
 - Weirs at Okeechobee Boulevard
 - Utilize Folsom and A Road Discharge Structures
 - Increase Storage Capacity / Impoundments
 - Restore Canal Sections
 - Replace Undersized Culverts

Town Staff

Francine Ramaglia	- Town Manager
Richard Gallant	- Director of Public Works
Jeff Kurtz	- Project Coordinator
Amber Schneider	- Project Coordinator, Grant Manager

Public Works & Town Office Staff

10

Consultants & Contributors

Keshavarz & Associates - Civil Engineering & Surveying

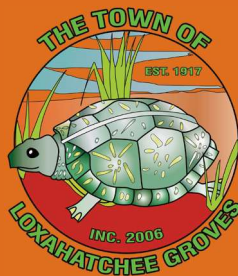
Engenuity Group, Inc. - Civil Engineering & Surveying

Steering Committee - Guidance, Advisement, Oversight, Knowledge and Experience



PALM BEACH COUNTY FIRE RESCUE

TOWN OF LOXAHATCHEE GROVES ANNUAL REPORT



OCTOBER 1, 2023 – SEPTEMBER 30, 2024

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MISSION

We are committed to providing safe and secure communities by mitigating all hazards through excellence in public service.

VISION

Excellence Today. Improving Tomorrow.

CORE VALUES:

INTEGRITY



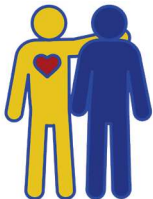
Possessing a strong moral character to be trusted to do the right thing even when no one is watching.

UNITY



Recognizing the value that inclusivity holds and how it produces effective teamwork through the coming together as one.

COMPASSION



The will and action of helping others with empathy, dignity, and understanding.

ACCOUNTABILITY



The obligation to account for your actions, accept responsibility, and operate with transparency.

DEDICATION



A continuous commitment to exceptional service to the community and each other.



MESSAGE FROM THE FIRE CHIEF

Item 2.



Firefighters take an oath of office to put others before themselves, protect and serve, and make sacrifices along the way to save lives, sometimes risking their own. Every year, I am inspired by our firefighters' actions, their success stories, and their unconditional compassion for others. The people of Palm Beach County Fire Rescue (PBCFR) love what they do, and it shows. Their efforts continue to improve our community year after year. Fiscal year 2024 saw remarkable growth and achievements as we celebrated our 40th year of delivering excellence in emergency services to nearly one million residents!

This year, our lifesaving stories touched home in ways we never expected. Our firefighters saved one of our employees from cardiac arrest. Our crews also saved the life of one of our Chief's young daughters by delivering a whole blood transfusion on-scene before transporting her to the hospital.

None of these outcomes happen by accident. Our firefighters/paramedics spend hours training and honing their skills with the most advanced and innovative science in emergency medicine. We are proud to deliver emergency services that exceed national standards. The national survival rate for patients who suffer a cardiac arrest is 9.7%, but at PBCFR, our cardiac arrest survival rate for patients is 14.4%. We are the first fire department in Palm Beach County to offer whole blood transfusions on-scene. This life-saving initiative has proven invaluable for more than one hundred local patients as we lead the way for others. Our firefighters continue to raise the bar for every benchmark, answering more than 157,000 calls in our service areas while earning a 99% patient satisfaction rate. Our 911 Communications Center dispatches for 13 other municipalities beyond our areas, totaling over 236,000 calls this year.

This past year, we finalized the training and implementation of our PBCFR Swiftwater Rescue Team. The team embarked on its maiden mission to assist on the west coast of Florida after Hurricane Helene's flooding. The PBCFR Urban Search and Rescue (US&R) Team was also staffed and trained this past year. They are ready to be deployed here at home and in other areas. Numerous employees traveled to North Carolina to assist after the historic floods. Rest assured, we have some of the best people and resources trained in disaster mitigation and management right here in our Department.

Your safety is our number one priority. I am proud to say 2024 was an outstanding year, and I am forever grateful for the support we have received from the community.

Patrick J. Kennedy

Fire Chief

MESSAGE FROM THE DISTRICT CHIEF



AMANDA VOMERO

Battalion 2

Dear Loxahatchee Groves Community,

As Palm Beach County Fire Rescue's District Chief for Battalion 2, I am happy to serve the residents of Wellington, Royal Palm Beach, Westlake, Loxahatchee Groves, and Indian Trails Improvement District. I started my career at PBCFR 24 years ago because I have always been passionate about helping others, and believed the high energy level of working in the fire service would be an excellent fit for me. The communities we serve are our top priority! If you have any questions or concerns regarding PBCFR, please email me at AVomero@pbc.gov.

PBCFR is determined to provide the best patient care to the communities served. Therefore, PBCFR collaborated with Baldrige Group, a performance excellence consulting firm, to launch a customer service initiative. In FY 2024, PBCFR asked their patients several questions about the care provided by PBCFR. The results are below:

LOXAHATCHEE GROVES SURVEY RESULTS OCTOBER 2023 - SEPTEMBER 2024



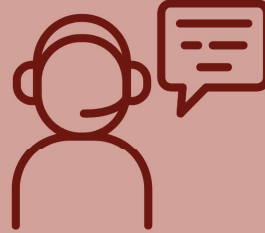
Patients said they would tell friends and family about the positive experience they had with PBCFR.

85.7 %



Patients said they were 'Satisfied' or 'Very Satisfied' with the 911 Center's ability to confirm their location and nature of their problem.

85.7 %



Patients were 'Satisfied' or 'Very Satisfied' with the Dispatcher's instructions regarding their emergency.

85.7 %



Patients told us they were 'Satisfied' or 'Very Satisfied' with the prompt arrival of PBCFR firefighters and paramedics.

85.7 %



The professionalism of PBCFR firefighters and paramedics left patients feeling 'Satisfied' or 'Very Satisfied' with the care they received.

85.7 %



Patients felt 'Satisfied' or 'Very Satisfied' with the level of compassion shown to them and their families by PBCFR firefighters and paramedics.

85.7 %



Patients said they were 'Satisfied' or 'Very Satisfied' with the paramedics' explanation of any procedures they performed.

85.7 %



Patients reported they were 'Satisfied' or 'Very Satisfied' with the paramedics' attempts to treat their condition.

85.7 %

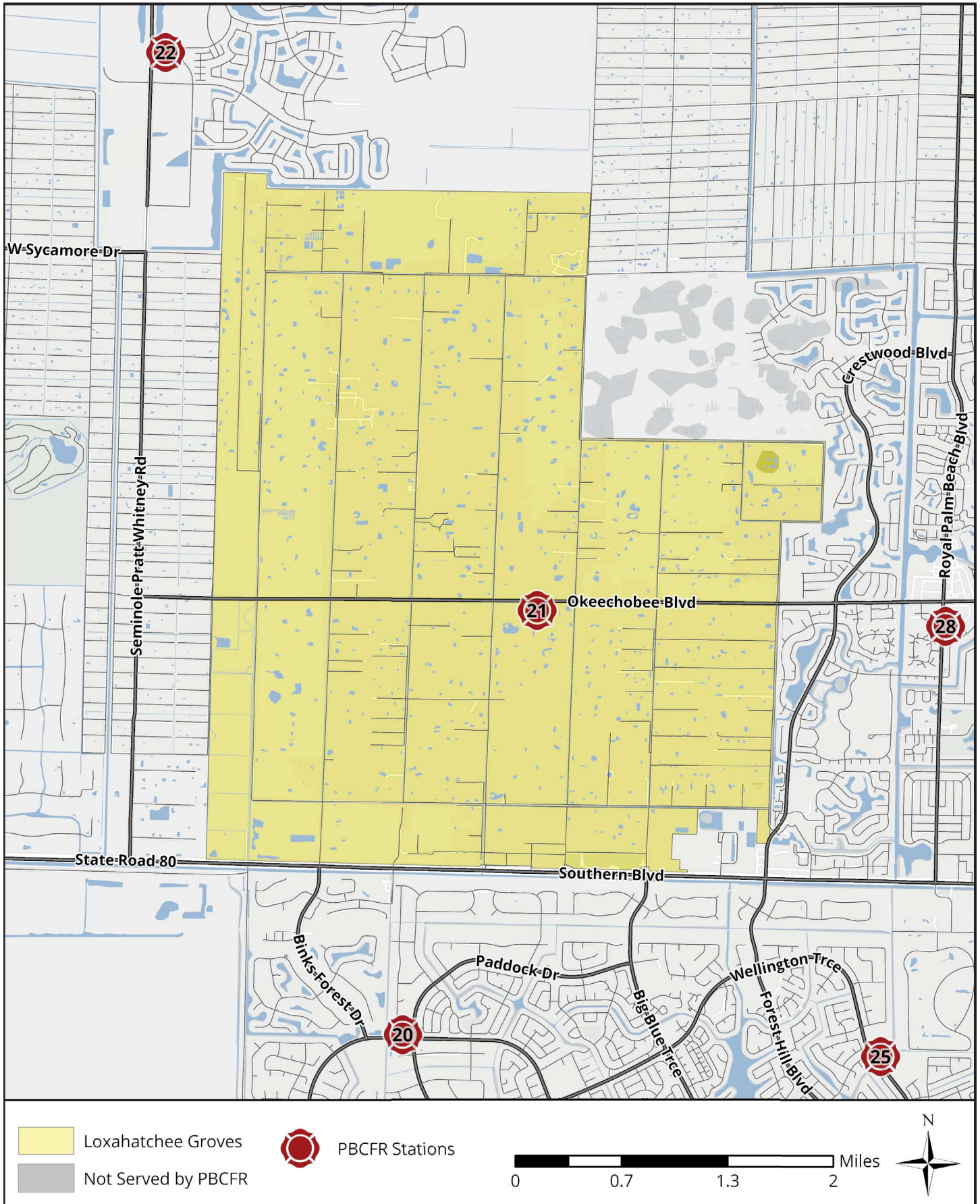
Percentages are calculated from seven respondents.

This survey continues to affirm the excellent level of service that the men and women of PBCFR provide daily to the citizens and visitors of PBC.

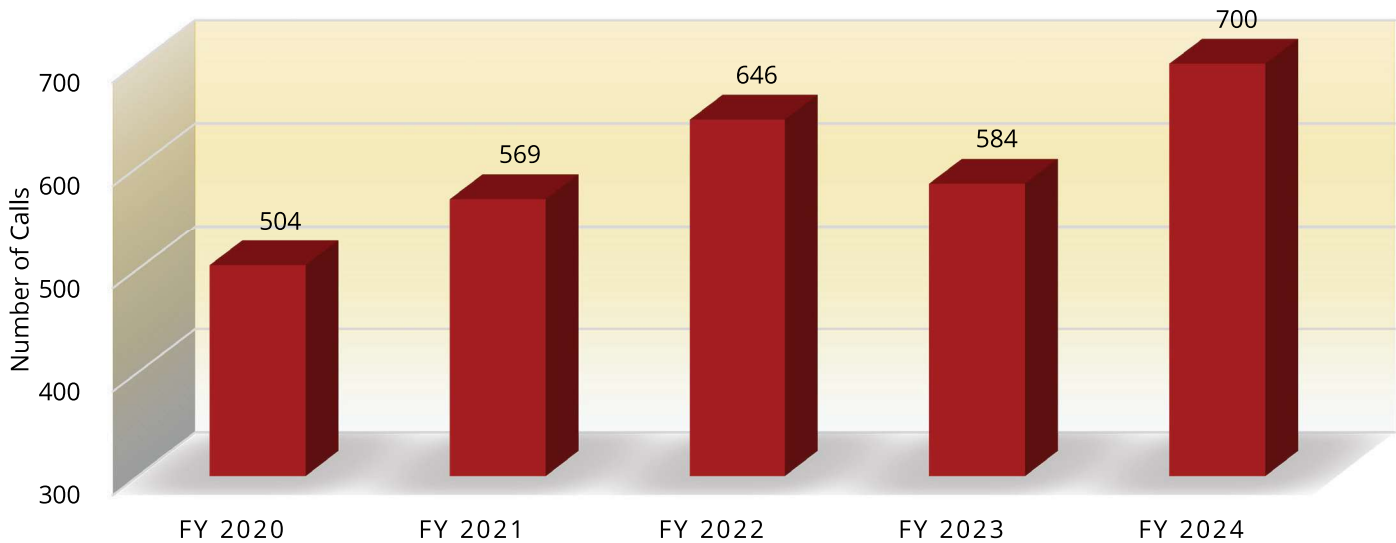
85.7%
**OVERALL
SATISFACTION**

LOXAHATCHEE GROVES SERVICE AREA

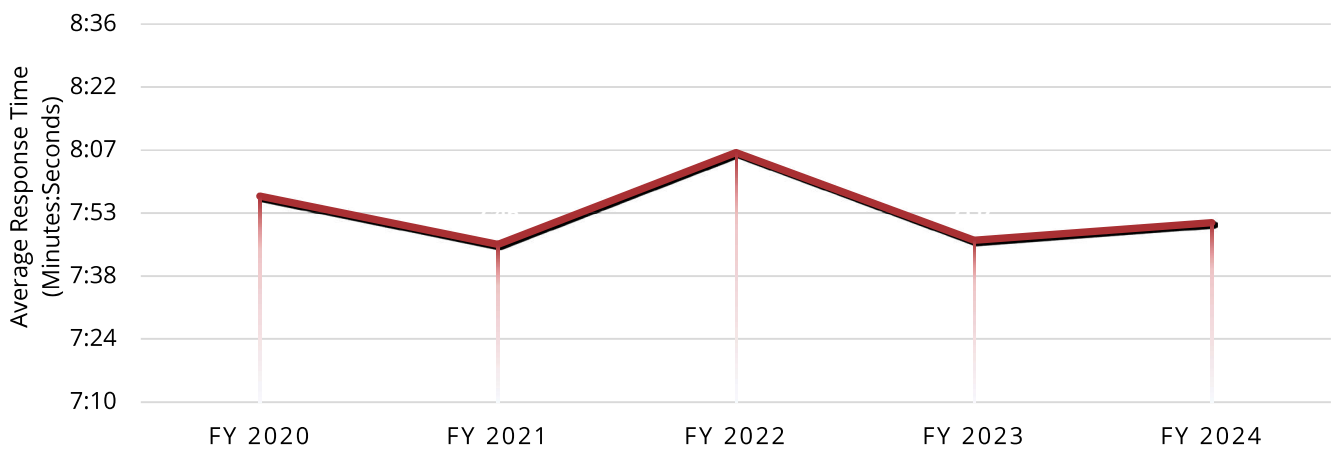
Item 2.



TOTAL NUMBER OF CALLS

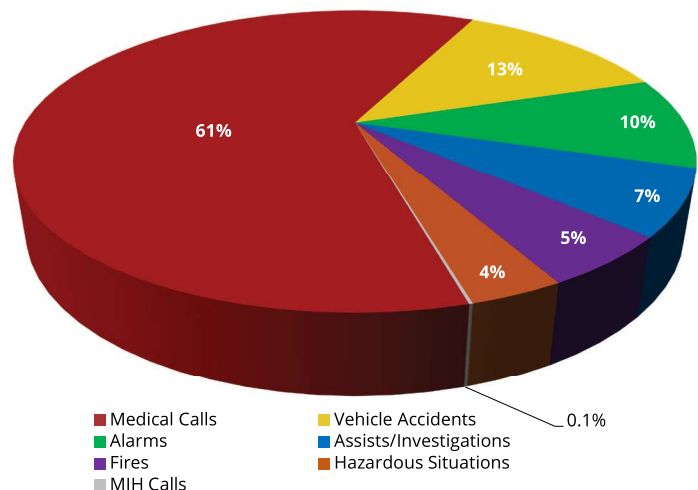


AVERAGE RESPONSE TIME



CALLS BY SITUATION DISPATCHED

SITUATION DISPATCHED	NUMBER OF INCIDENTS
Medical Calls	430
Vehicle Accidents	89
Alarms	69
Assists/Investigations	49
Fires	37
Hazardous Situations	25
MIH Calls	1
Total	700



The Town of Loxahatchee Groves is primarily served by Station 21. The service area is part of a regional system and is immediately backed up by surrounding stations with resources and equipment.

PRIMARY RESOURCES ASSIGNED TO THE TOWN OF LOXAHATCHEE GROVES

STATION	APPARATUS	STAFFING (number of personnel)
Station 21 14200 Okeechobee Blvd. West Palm Beach, FL 33470	ALS Rescue (1)	3
	ALS Engine (1)	3
	4WD Brush Truck (1)	(cross-staffed with ALS Engine)

ADDITIONAL RESOURCES IN THE SURROUNDING AREA

STATION	APPARATUS	STAFFING (number of personnel)
Station 20 1000 Greenview Shores Blvd. Wellington, FL 33414	ALS Rescue (1)	3
	ALS Engine (1)	3
	4WD Brush Truck (1)	(cross-staffed with ALS Engine)
Station 22 16650 Town Center Parkway S. Westlake, FL 33470	ALS Rescue (1)	3
	ALS Engine (1)	3
	Tender (1)	1
	4WD Brush Truck (1)	(cross-staffed with ALS Engine)
	High Water Vehicle (1)	(cross-staffed with ALS Engine)
Station 28 1040 Royal Palm Beach Blvd. Royal Palm Beach, FL 33411	ALS Rescue (1)	3
	ALS Engine (1)	3
	EMS Captain Command (1)	1
	Battalion Chief Command (1)	1
	District Chief Command (1)	1
	4WD Brush Truck (1)	(cross-staffed with ALS Engine)

STATION 21



Rescue 21



Engine 21



Brush 21



The Whole Blood Transfusion Program was implemented to improve the survival rate of bleeding patients. PBCFR is one of the few agencies nationwide that is capable of delivering this advanced level of service. Research shows two critical actions can improve the survival odds of a bleeding trauma patient. First, stop the bleeding and second, replace lost blood. Based on the latest medical research, PBCFR includes Tranexamic Acid and calcium chloride in the protocol which helps decrease the mortality rate of a traumatic incident. The Medical Services team has shared whole blood transfusion best practices all around the United States.

Training at Elmendorf Air Force Base



Over the summer, PBCFR participated in a two-day Selective Prehospital Advanced Resuscitative Care (SPARC) course at Elmendorf Air Force Base in Anchorage, Alaska. This course focused on the latest evidence-based practices in prehospital trauma care. PBCFR highlighted its whole blood program, sharing clinical best methods and case studies.

Training at Nellis Air Force Base



On September 11, 2024, PBCFR was honored to provide training and education at Nellis Air Force Base located in Nevada, sharing expertise and lessons learned with base hospital staff, firefighters, and contracted personnel. Topics included field administration of whole blood, the use of ultrasound by first responders, and Pit Crew CPR. The opportunity to collaborate with those dedicated to our nation's safety was deeply meaningful, and the training was both well-received and appreciated by all in attendance. PBCFR stands proudly by our Armed Forces.

Whole Blood Saved Her Life

Izzy's surgical wounds began bleeding after being home for six days following a routine tonsillectomy. Her father, PBCFR's District Chief Neal Niemczyk, stopped the bleeding the previous night using cotton balls but overnight the bleeding returned. By morning, Izzy had lost more blood than her body could tolerate and almost collapsed. While the Chief held his daughter, he saw her slip into unconsciousness as her heart rate increased and her blood pressure dropped. They called 911 and told the dispatcher that Izzy was bleeding out. Chief Niemczyk's heart sank as he realized his six-year old daughter might be going into cardiac arrest. Thankfully, that was not the case and he knew his daughter needed whole blood, which is carried in PBCFR's EMS vehicles.

Once the familiar faces of PBCFR's crew arrived at the Chief's house, he handed Izzy over to them for her care. Two EMS Captains administered whole blood, and within 30 seconds, Izzy opened her eyes and looked at her mom. Chief Niemczyk later said, "You never suspect that we train for our own family and our own loved ones. To know that my team, my fire department, saved my daughter's life, how do you get any better than that?" PBCFR's Whole Blood Program had a significant impact on Izzy's recovery almost immediately. Receiving whole blood before arriving at the hospital allowed her to avoid more invasive procedures later on.

Izzy's story caught the attention of producers at NBC Nightly News with Lester Holt. They aired a special report on the life-saving value of whole blood in the prehospital setting and included this touching story of a Fire Rescue Chief whose little girl has now made history.



Scan the QR Code to
view this Story



911 for Kids Heroes Awards



Congratulations to Communicators' Kayla Schubart, Nicole Mckessy (pictured), and Dawn Collura for being recognized at the 2024 National 911 for Kids Heroes Awards Ceremony for their heroic efforts handling 911 emergency calls involving "kid" callers.

Golden Palm Award Recipients



The Golden Palm Award is County Administrator Verdenia Baker's highest level of recognition for accomplishment, where County employees are recognized for going above and beyond. This award was presented to PBCFR's Administrative Assistant III Wendi Mason, Senior Planner Nancy Burdett, EMS Captain Troy Dichard, Captain Karen Derogatis, and Lieutenant Sebastian Garay for their efforts with launching and managing the PBCFR Whole Blood Transfusion Program to improve the survivability of patients suffering from a traumatic injury.

PBCFR Investigators Receive Honors

PBCFR Fire Investigators have been recognized by the Organization of Scientific Area Committees for Forensic Science (OSAC) for meeting the highest forensic standards for fire, arson, and explosion investigations.



PBCFR closes and convicts more arson investigations than state or national averages. PBCFR's arson lab is one of only 16 based in Florida recognized by OSAC. PBCFR is the only Fire Department in the Nation that meets OSAC Implementer Standards.

EMS Providers Award

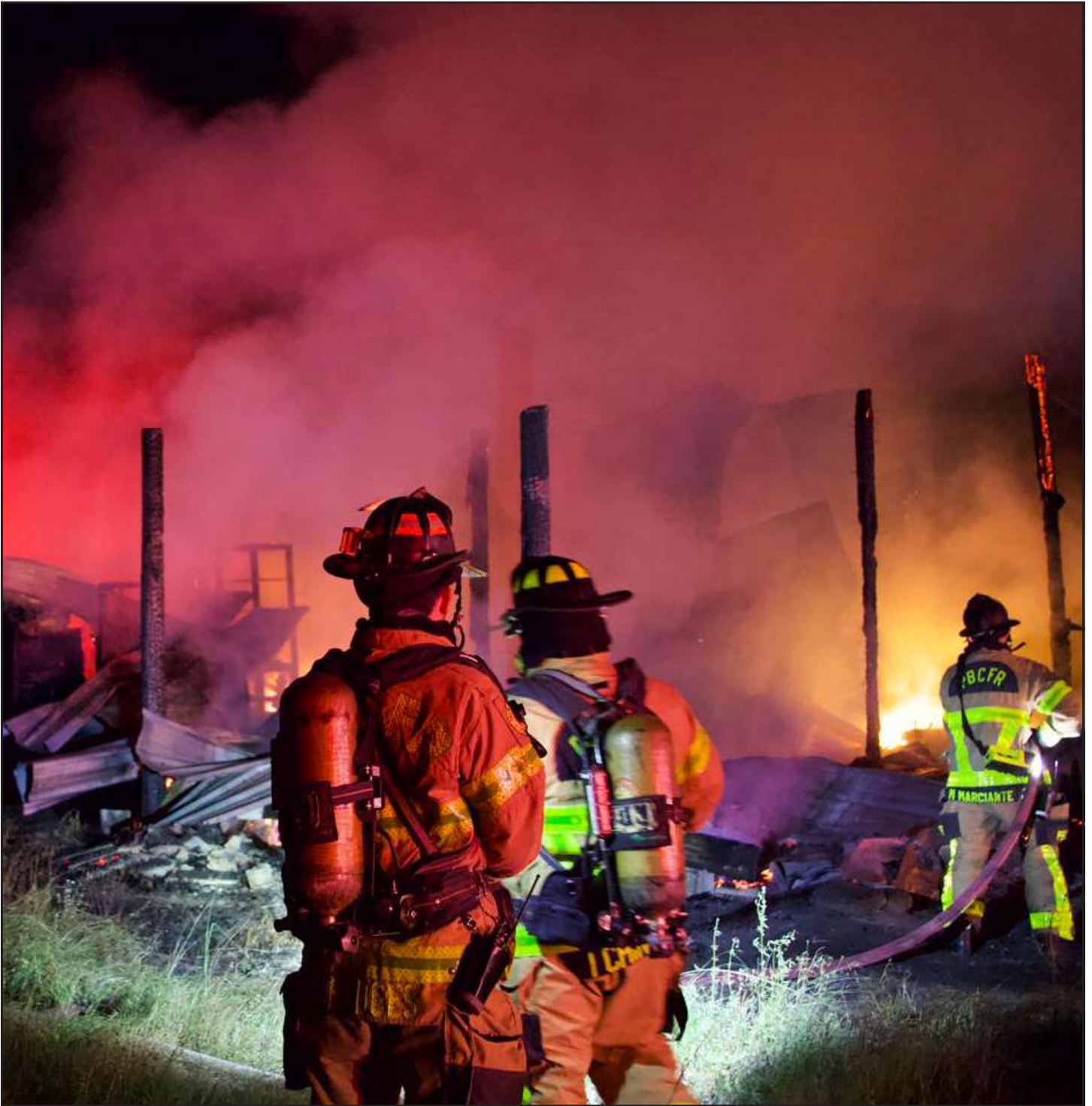


Congratulations to two exceptional PBCFR Firefighter-Paramedics: Lieutenants Andrew Lombardo and Brian Uzzo. Lombardo was named "Paramedic of the Year," and Uzzo was given the "Exceptional Service Award" by the EMS Providers of Palm Beach County.

MIH Provider Hero Award



Heroes from behind the scenes were honored at this year's Heroes in Medicine Luncheon. PBCFR's Mobile Integrated Healthcare (MIH) Team was awarded the Healthcare Provider Hero Award from the PBC Medical Society.



Pole Barn Fire - 10/25/2023

Firefighters from four stations in Battalion 2 received an early morning call for a fully involved large pole-barn structure fire in Loxahatchee Groves. A total of 13 units went on scene. Since the nearest hydrant was eight blocks away, one of PBCFR's 3,000 gallon tenders, drafted water from a canal behind the structure to supply water for this incident. A small amount of heavy brush that was on fire next to the barn was also contained before it spread.

The Operations Division is responsible for providing emergency services to the community. Operations is the largest division of PBCFR and divided geographically into eight Battalions. PBCFR operates 51 fire stations throughout the County, with minimum daily staffing of 347 personnel on duty at all times. PBCFR is an “all-hazards” department capable of responding to everything from a minor medical call to a regional natural disaster. All personnel are cross-trained in firefighting and EMS, ensuring efficient fire suppression delivery, technical rescue, vehicle extrication, and emergency medical care.

Personal Rescue Watercraft

Four Personal Rescue Watercrafts (PRWC) are available to assist land-based crews during incidents such as drownings and other open water emergencies. These units are strategically stationed at inlets in PBC; two PRWCs are assigned to Station 18 (near Jupiter Inlet) and two at Station 37 in Lantana (near Boynton Beach Inlet). PBCFR prepares personnel to be proficient PRWC operators and skilled rescue swimmers during intense training taught in and on the water.

Trauma Hawk – Air Rescue

In partnership with the Palm Beach County Health Care District, PBCFR paramedics and flight nurses rapidly transport ill and injured patients from the scene of an incident or transport critical patients from one facility to another to reduce travel time and increase survival rates. Critical patients may be transported by one of two Trauma Hawk helicopters. PBC is home to two Level 1 Trauma Centers. A Level 1 Trauma Center is capable of providing total care for every aspect of injury - from prevention through rehabilitation.

Aircraft Rescue & Firefighting

PBCFR provides Aircraft Rescue and Firefighting (ARFF) and EMS services for Palm Beach International Airport (PBI) from Station 81. During the past fiscal year, PBI’s number of passengers was over 8.2 million. The crews at Station 81 are trained for emergencies in the airport terminals, airfield, and both commercial and general aviation aircraft. This station is equipped with four specialized vehicles, also known as “Crash Trucks” or “Dragons,” capable of delivering high volumes of water and foam in an emergency landing of an aircraft.



PBCFR maintains two strategically located Special Operations teams, currently assigned to Stations 19 and 34, that respond to emergencies throughout Palm Beach County. Special Operations technicians receive continual training to maintain readiness in several specialized disciplines.

Hazardous Materials Response



PBCFR's two HazMat Teams are skilled in the detection and mitigation of chemical, biological, radiological, nuclear, explosive (CBRNE) emergencies and accidental releases. The HazMat Teams acquire expertise and complete training that exceeds the National Fire Protection Association (NFPA), FEMA, and the State Specialized Emergency Response Program's standards. PBCFR maintains high levels of safety on HazMat incidents by utilizing up-to-date equipment and training.

Dark Water Dive Rescue



PBCFR maintains four dive teams skilled in underwater rescue, capable of responding during extreme conditions such as zero visibility and night dives. Dive teams are equipped with dry suits and advanced communication systems to facilitate quick and safe rescues. PBCFR divers are trained to the highest nationally recognized levels and capable of deploying quickly underwater within minutes.

Explosive Ordnance Disposal (EOD)

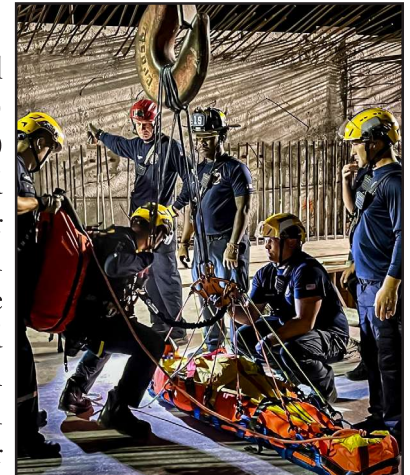
PBCFR works closely with the Palm Beach Sheriff's Office (PBSO) EOD (Bomb Squad) to mitigate potentially explosive or unknown package emergencies. Several of PBCFR's Special Operations teams deploy along with EOD to provide EMS, detection and research of unknown substances. A Rapid Intervention team is also deployed to rescue Bomb Squad technicians if necessary.

Large Animal Rescue

PBCFR's Special Operations teams are capable of rescuing animals of any size, including horses, large dogs, and farm animals. With the proper equipment and training, PBCFR's Special Operations teams can rescue animals from water bodies, mud, or other situations. They can also initiate necessary medical treatment until a veterinarian arrives.

Technical Rescue

PBCFR's two Technical Rescue Teams (TRT) are comprised of 80 members, highly-skilled in response to major vehicle accidents, high angle rescue with rope equipment, confined space rescue, structural collapse, and trench rescue. Each member has achieved the designation of "Rescue Specialist" by completing rigorous training required by Florida's State Fire Marshal's Office. Additionally, PBCFR's TRT has completed necessary training and equipment acquisition to meet the standards to qualify as a State Urban Search and Rescue (US&R) team. US&R Teams can be deployed throughout the state of Florida to assist in mitigation of all types of disasters, such as building collapses and hurricanes.



Urban Search and Rescue

In December 2023, PBCFR launched the first Urban Search and Rescue (US&R) Team in the County, equipped with specialized swiftwater boats to enhance emergency response in high-risk situations requiring technical expertise.

The Medical Services Division oversees all medical care, emergency medical training, and MIH services for PBCFR. The Division ensures personnel are trained and prepared to provide exceptional prehospital care and treatment. PBCFR responds to all emergency incidents, ranging from medical calls to traumatic injuries. The Division collaborates with healthcare experts at the local, state, and national levels to develop innovative, evidence-based medical protocols. Continuous research and evaluation of new medical equipment allow the Division to implement protocols and procedures that enhance patient care.

Medical Directors

To ensure the highest level of care for our citizens, PBCFR has a team of nine Medical Directors who actively participate in training, continuing education, and the advancement of PBCFR's Paramedics and Emergency Medical Technicians (EMTs). These experienced professionals work alongside paramedics and EMTs, responding to emergency calls in the field on a weekly basis. By incorporating evidence-based practices, their vast knowledge and expertise contribute to maintaining exceptional standards in prehospital patient care.

Training and Education

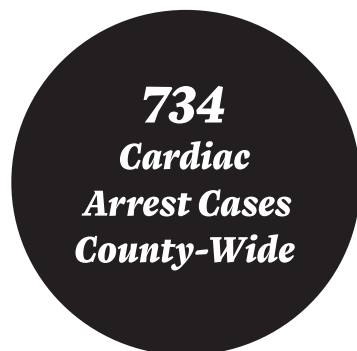
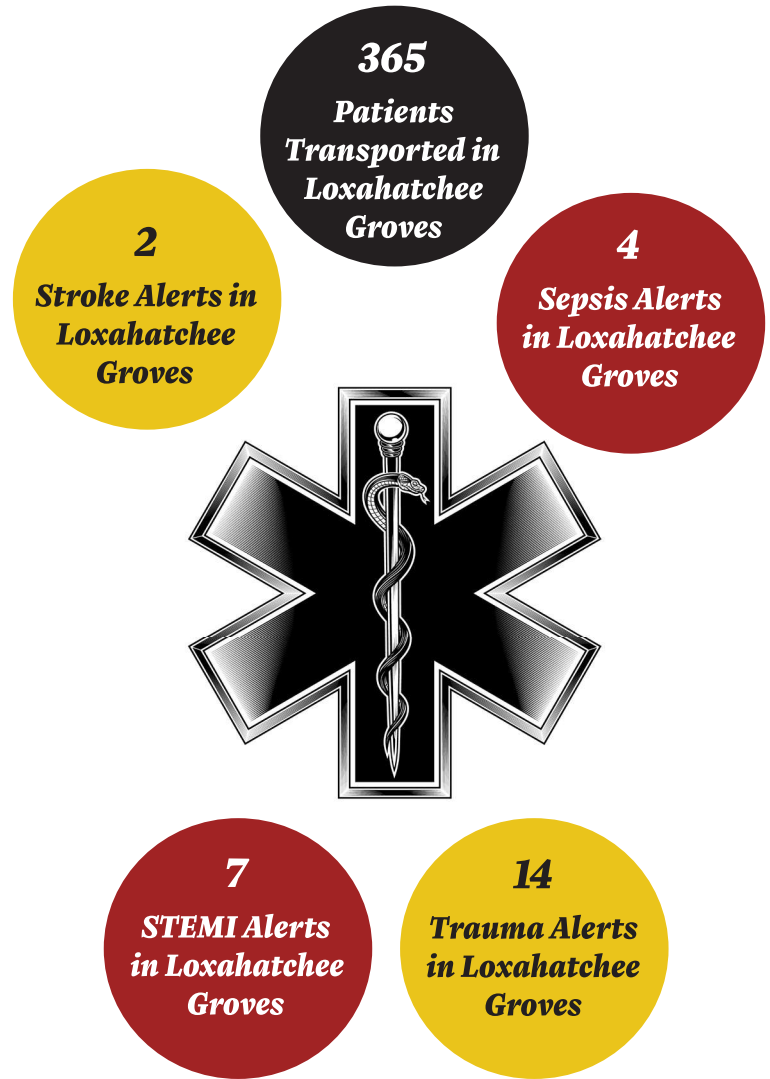
The ongoing development of PBCFR personnel remains a priority of the organization, enabling the achievement and maintenance of the highest levels of patient care. In FY 2024, the Medical Services Division provided EMS training for 95 recruits and hosted three paramedic development courses, transforming 68 state or nationally-certified paramedics into highly trained PBCFR paramedics.



PBCFR has received the American Heart Association's Mission: Lifeline® EMS Gold level achievement award for its commitment to offering rapid and research-based care to people experiencing the most severe form of heart attacks and strokes.

Specific incidences involving strokes, heart attacks, septic shock, or trauma are categorized as an “Alert.” Unique criterion defines and classifies different alert types. When a patient meets alert criteria, trained personnel rapidly treat and expedite transport. While in transit, the receiving emergency care facility is notified of an alert via radio; this allows emergency care providers to prepare for receiving a critical patient.

- **Trauma Alert** - Rapid recognition and notification of severe, potentially life-threatening traumatic injury.
- **STEMI Alert** - Specific criteria indicate a patient suffering from a heart attack or STEMI (ST-Elevation Myocardial Infarction).
- **Sepsis Alert** - Signs and symptoms identified consistent with septic shock, a life-threatening condition caused by a severe infection.
- **Stroke Alert** - Rapid onset of signs and symptoms associated with hemorrhagic strokes (brain-bleeds) and ischemic strokes (vessel occlusion in the brain) identified.



26.0%
of cardiac arrest cases
County-wide regained a
heartbeat

*Florida State average:
24.1%

*Florida Department of Health

14.4%
of cardiac arrest cases
County-wide were discharged
from the hospital alive
(106 patients)

*The Cardiac Arrest Registry to Enhance
Survival (CARES) average is 9.7%

The Medical Services Division prioritizes innovation through continuous research and evaluation of cutting-edge medical equipment, medications, and procedures. This approach empowers the Division to implement protocols and procedures that enhance patient care. Utilizing specialized equipment ensures the delivery of life-saving interventions, particularly for cardiac patients.

Lucas 3

The LUCAS 3 is a mechanical chest compression device that assists in delivering high quality, guideline-consistent chest compressions to sudden cardiac arrest patients. The device was designed for use in the field, en route, and in a hospital. PBCFR has prioritized equipping all engines and rescues with a LUCAS 3 device.



Ultrasound

The ultrasound device is a solution that supports high-resolution imaging of the abdomen, cardiac function, lungs, OB/GYN function, and focused assessment with sonography in trauma. All PBCFR EMS Captain vehicles carry an ultrasound device, which is compatible with smart mobile devices.

Procedures:

- Finger Thoracostomy - used in an emergency setting to decompress a suspected tension pneumothorax or hemothorax
- Double Sequential Defibrillation - used to treat refractory ventricular heart rhythms not responding to traditional electrical therapy
- Delayed Sequence Intubation - designed to slow down the traditional intubation process to prioritize oxygenation and blood pressure stabilization ensuring a safe and secure airway
- Distal Femur Intraosseous Access Site - primarily used to administer medications to pediatric patients in cardiac arrest

Medications:

- Esmolol - used to treat refractory ventricular heart rhythms when a patient is in cardiac arrest
- Rocuronium - paralytic used to facilitate intubation in a critically ill patient
- Cyanokit - used to treat suspected cyanide poisoning secondary to fires in enclosed spaces
- Nitroglycerin Infusion - used to treat acute heart failure with hypertension
- Antibiotics - used to treat sepsis and open fractures on-scene to increase patient survivability
- Whole blood - used to improve the survival rate of bleeding patients



Sensory Kits

All PBCFR rescue units carry "Comfort Kits," designed to lessen anxiety and fear in children experiencing sensory overload during a medical emergency. Each kit includes a clear backpack for easy visualization, noise-canceling headphones to reduce auditory stimulation, fidget spinners to keep busy fingers occupied, and squeezable objects to provide comforting distractions.



PBCFR's MIH program enhances the EMS approach by assisting patients with social services and medical needs after their 911 call. The MIH Team consists of paramedics and medical social workers who support patients and families by empowering them with the proper means to improve their health and wellness. MIH programs include:

High Frequency Utilizer & Chronic Disease Management

Ensures patients receive the care and resources needed to reduce reliance on EMS and enhance their safety, wellness, and quality of life. It provides patients who live with a chronic disease the provision of care coordination, health education, and disease management strategies while supporting the patient adjusting to their health issues.

Addiction

Patients who have recently experienced an addiction-related 911 call and are living with an alcohol or substance use disorder are offered education and connections to either harm-reduction or recovery programs.

Pregnancy Outreach

Connects pregnant teens and women to prenatal care, pregnancy, and childbirth resources.

Cardiac Arrest Survivor Outreach

Provides cardiac arrest survivors and family with emotional support and other resources. Patients are also provided an opportunity to reunite with the EMS crew who cared for them.

Pediatric and Adult Grief Support

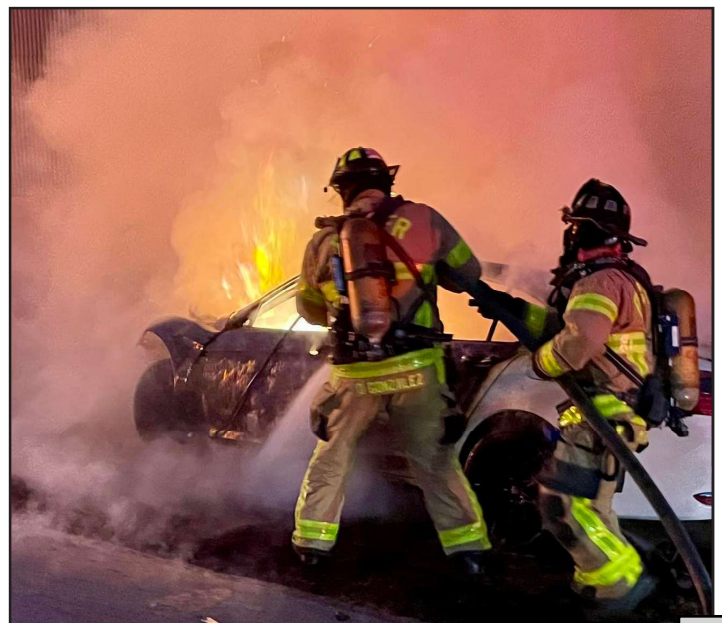
Connects families to grief support and other resources after a loss.

Fall Intervention Program

This program allows patients who are already experiencing falls to increase their independence and safety by reducing the risk of future falls and traumatic injury or death. MIH members reach out to patients within 24 hours of a fall to provide immediate fall intervention support, and can facilitate a home visit if needed. The MIH team provides numerous resources and education on fall prevention, and patients seen in their home receive a fall prevention kit which includes grip socks, to help promote safety. The fall intervention program is active in PBCFR service areas experiencing the highest number of fall calls.



PBCFR responded to 89 vehicle accidents within the Town of Loxahatchee Groves during FY 2024, 13% of the total calls dispatched. Accidents that occur on interstates and highways are often more severe than those that occur on roads with lower speed limits and require additional units to respond. They require an additional engine to protect first responders by blocking traffic and many require extrication equipment. Vehicle extrication is the process of removing a vehicle from around a person who has been involved in a motor vehicle collision when conventional means of exit are impossible or inadvisable. Extrication must be approached delicately to minimize injury to the victim. PBCFR equips every engine and aerial truck with the hydraulic rescue tools required to safely extricate patients. Several unique hydraulic rescue tools are often collectively referred to as the "Jaws of Life." Each tool is designed to complete a specific function such as spreading, cutting, pushing, pulling, lifting, or stabilizing. Hydraulic rescue tools use pressurized fluid for high-power operation, force that enables them to manipulate the durable engineered metal alloys vehicles are built with. Stabilization equipment keeps heavy vehicles from moving and rolling. PBCFR's pneumatic stabilizing struts can support over 20,000 pounds each and lift up to 10 tons.



During FY 2024, PBCFR dispatched crews to 37 fires in the Town of Loxahatchee Groves. This includes structure fires, vehicle or boat fires, brush fires, and trash fires. Structure fires are located inside a building and can be categorized as high-rise, commercial, apartment, or residential. These types of fires have the most potential to threaten life safety and can result in significant property loss. PBCFR is prepared to respond to each type of structure fire call with adequate personnel and equipment to mitigate damage as quickly as possible. Therefore, a working structure fire receives a minimum of ten units and 25 personnel. PBCFR enforces strict adherence to the NFPA 1 and 101 fire prevention code and use of smoke detectors, minimizing human casualties and property loss. PBCFR also administers an outreach program that offers smoke detector installation in homes of those who are unable due to physical or monetary needs.

PBCFR WORKING STRUCTURE FIRE RESPONSE	
UNITS DISPATCHED	NUMBER OF PERSONNEL
3 ALS Engines	9
3 ALS Rescues	9
1 ALS Aerial	4
1 EMS Captain	1
1 Battalion Chief	1
1 District Chief	1
10 Total Units	25





Training Classes Offered

- National Fire Protection Association (NFPA) 1/101 Update
- Incident Command Systems for Expanding Incidents
- All-Hazards Incident Management Team
- Special Operations Candidate School
- Statewide Emergency Response Plan
- Advanced Cardiac Life Support and CPR
- Pediatric Advanced Life Support
- Tactical Emergency Casualty Care
- Florida Urban Search & Rescue classes
 - Structural Collapse
 - Confined Space
 - Trench
 - Rope Rescue
 - Vehicle Machinery Rescue (VMR)
- Florida Fire Inspector Series I
- Live Fire Training Instructor
- Florida Fire Officer Series I
- Florida Fire Officer Series II
- FEMA Strike Team Leader
- Search Culture
- LP Gas Emergencies
- Tesla Electric Vehicle Training
- Elevator Emergencies
- Driver Candidate School
 - Refresher Driver School
 - Emergency Vehicle
- Division of Forestry
- Aerial Operations
 - 100' aerial program
- Dive Rescue
 - Open Water Dive
 - Advanced Water Dive
 - Emergency Response Diver

The Training & Safety Division provides instructional opportunities throughout the year to meet the needs of PBCFR operational personnel. This includes training for newly hired employees in the Recruit Academy, state and national training requirements, and other ongoing or specialized training. Operational employees maintain their required technical certifications through the Training & Safety Division. A variety of classes are given at fire stations, or Department Headquarters, located at the Chief Herman W. Brice Fire Rescue Complex. Safety alerts and online training modules are distributed to ensure PBCFR personnel receive essential information promptly.

Requests are processed from operational personnel who wish to pursue higher education at local colleges and state universities. Each year, Officer Development Academies for the ranks of Battalion Chief, EMS Captain, Captain, and Lieutenant are provided.

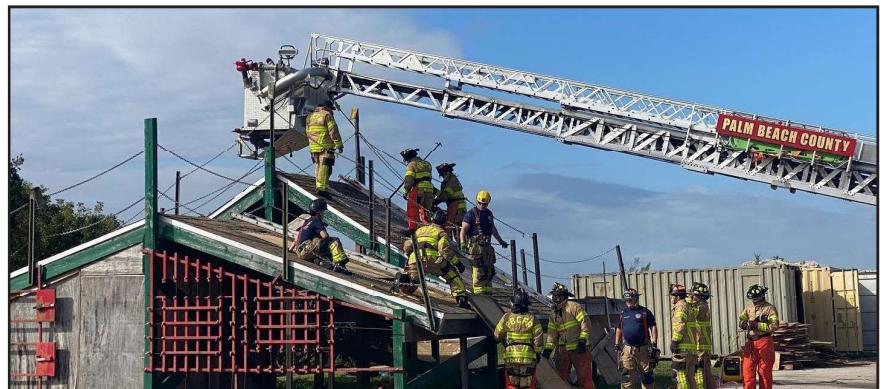




PBCFR's Training & Safety Division offers personnel education and training at fire stations and primarily at the Chief Herman W. Brice Fire Rescue Complex. Located on 56 acres of land, the Administration building in the Complex consists of offices, classrooms, and a video production studio. The training area includes a seven-story high-rise tower, burn building, fire behavior/flashover training prop, a liquid petroleum gas field, roof prop for vertical ventilation, forcible entry, impact window prop, emergency vehicle operating course, enclosed SCBA confidence course, Florida US&R training course, VMR/extrication pit, medical simulation lab, and more.



Training Tower



Vertical Ventilation Prop



Burn Building

The Emergency Management Division is committed to reducing vulnerability to hazards and minimizing the impact of disasters through preparation, response, and recovery. The Emergency Management Team contributes to various local, state, and federal committees, teams, and work groups in support of Homeland Security and a safer PBC. The Emergency Management Division develops and modifies response plans for the following:

- Severe Weather Events
- Civil Disturbances
- Command Team Activations
- Continuity of Operations Plans
- Incident Action Plans
- Comprehensive Emergency Management Plan

PBCFR's Emergency Management works closely with PBC Directors of Public Safety, Emergency Management, and the Florida Fusion Center to coordinate strategic intelligence and organization collaboration.

Emergency Services Branch

When the PBC Emergency Operation Center (EOC) is activated during emergencies, the Emergency Management Division of PBCFR assumes leadership and oversight of critical functions at Emergency Support Function desks 4 (Firefighting) and 9 (Search and Rescue). Unit leaders are crucial in linking the County's EOC to field operations across various sectors, including schools, shelters, healthcare, EMS, and ensuring coordinated and effective responses to emergencies.

Disaster Deployment Assistance

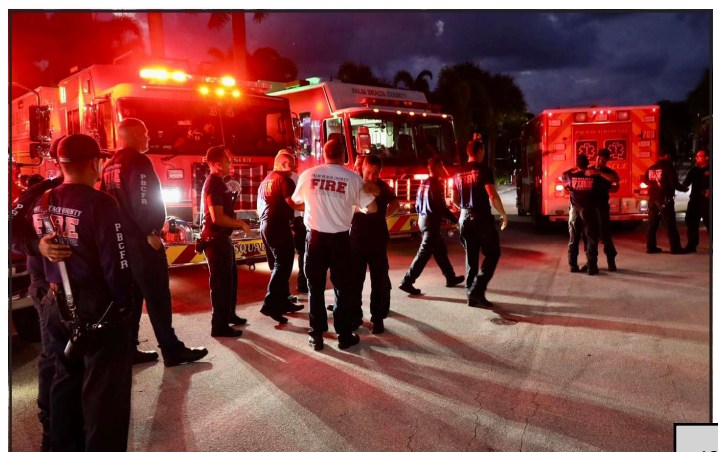
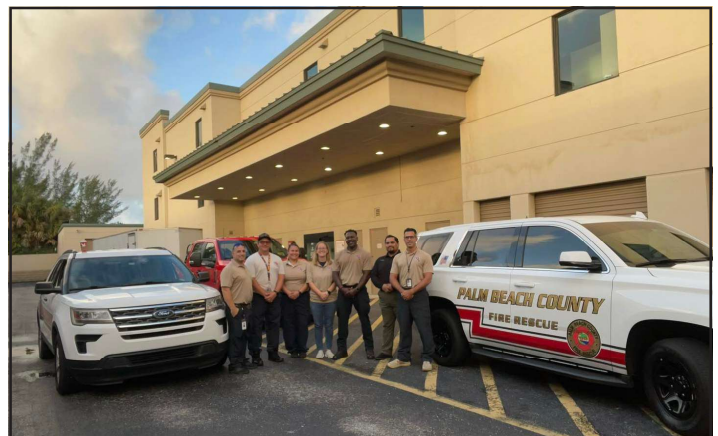
The Emergency Management Coordinator confirms that rosters for disaster deployment are accurate. This ensures that proper training is available and fire rescue personnel are ready to respond to disasters outside PBC. PBCFR is the host agency for the Southeast Florida Regional All-Hazards Incident Management Team (AHIMT), providing administrative, logistical, and financial support. PBCFR also serves as one of the County representatives for the 67 counties participating in the Florida Statewide Emergency Response Plan, ensuring that strike team resources are ready to be deployed in times of need as part of the Statewide Mutual Aid Agreement.

Domestic Security Preparedness

The Florida Department of Law Enforcement oversees seven Regional Domestic Security Task Forces (RDSTFs), which form the backbone of Florida's domestic security. These task forces include members from: fire rescue, emergency management, public health, hospitals, and law enforcement, ensuring that our community is well-prepared and supported during emergencies. The Fire Rescue Emergency Management Division plays a crucial role in the Southeast Florida RDSTF. They conduct regular training exercises, coordinate resource distribution, and develop emergency response plans tailored to the unique needs of the community while ensuring the safety and resilience of our region.

Training and Exercises

Emergency responses to large-scale incidents in PBC require a strong, unified command presence achieved through partnerships between law enforcement and fire rescue officials. PBCFR works with local, state, and federal agencies to ensure everyone is trained to respond to emergencies. This training includes drills conducted at the EOC, response to active shooters, and regional hazardous material incident response.



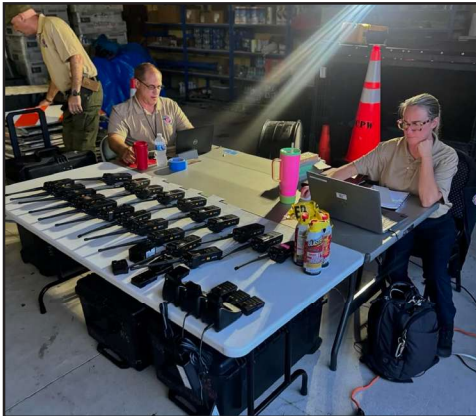
HURRICANE HELENE DEPLOYMENTS

Item 2.

Hurricane Helene was one of the strongest hurricanes to hit Florida's Big Bend area north of Tampa since 1851. It made landfall near Perry late on September 26, 2024, as a Category 4 hurricane with sustained winds of 140 mph. It continued to move through Georgia, South Carolina, and North Carolina as a Category 2, concluding in Tennessee as a tropical storm. It caused catastrophic flooding in Asheville, NC, and destroyed parts of Interstate 40.

To assist in the most impacted areas, PBCFR deployed the following teams:

- 11 Firefighters from the Southeast Florida Regional AHIMT to Taylor County, Pinellas County, and North Carolina
- 16 firefighters from the Swift Water Rescue Team who were staged in Ocala
- A Tactical Communication Unit mobilized with two Communications Technicians and 1 US&R Specialist with Florida Task Force 2



Plan Review and New Construction

The Plan Review and New Construction Branch reviews fire-related construction plans for compliance with the Florida Fire Prevention Code and inspects all construction phases to ensure code adherence. In addition, this branch determines the necessary water supply for firefighting operations and ensures access roads meet conditions necessary for firefighting apparatus.



Investigations

The Investigations Branch determines the origin and cause of fires and also conducts explosion analysis. When the cause of the fire is determined as arson, the Investigations Branch conducts a criminal investigation and presents the case to the State Attorney's Office for prosecution. Each Fire Investigator is certified through the State of Florida, the International Association of Arson Investigators, the National Association of Fire Investigators, and is a sworn law enforcement deputy. Investigators may testify in both Federal and State Courts, hearings, and depositions.

**If you have any information related to any arson case, please contact Crime Stoppers of Palm Beach County at www.crimestopperspbcc.com.*





Existing Inspections

The Existing Inspections Branch conducts inspections to ensure compliance with the Florida Fire Prevention Code and any local amendments implemented by PBC.

Responsibilities:

- Conduct field inspections of new and existing occupancies
- Prepare inspection reports
- Research, apply, and enforce applicable fire codes and standards
- Investigate and resolve complaints
- Participate in legal proceedings with County Code Enforcement and municipalities' special magistrates
- Review Comprehensive Emergency Management Plans
- Conduct annual hurricane safety inspections
- Conduct life safety inspections for special events, fireworks displays, concerts, and food trucks



Drowning Prevention Coalition

The Drowning Prevention Coalition provides complimentary services to educate the public on water safety and basic rescue techniques to reduce drowning and other water-related incidents in PBC.

Services Include:

- Land or virtual-based water safety programs tailored for daycares and Pre-K through high school aged students in private and public schools
- Adult water safety programs for businesses, non-profit organizations, senior groups, etc.
- Educational display at health and safety fairs
- Free or reduced-cost swim lessons to underprivileged and special needs children ages 2 through 12 and their immediate caregivers



Frequently Asked Questions:

What should you do with your old fire extinguisher? Old or used fire extinguishers can be discarded at any Solid Waste Authority home chemical and recycling center and placed in the “compressed cylinder” area. Visit www.swa.org for drop-off locations in PBC or call 866-SWA-INFO.

Does PBCFR inspect or service fire extinguishers? PBCFR does not provide this service. Please call a local fire extinguisher service company in your area or discard it at your nearest household hazardous waste site.

Does PBCFR offer CPR courses for certification? PBCFR does not provide certification for CPR. Please contact a local American Red Cross Chapter or the American Heart Association for conventional CPR certification courses (infant, child, and adult).

What is a Residential Key Lock Box? In emergency situations, a lock box contains keys and access codes to allow emergency responders to quickly gain entry into commercial and residential properties. PBCFR uses the Knox Box key system. Residents can call 561-616-7024 for more information. Using a generic alternative to Knox Box may cause delays with gaining access. Also, the resident must call 561-616-7012 every year to keep the code active in our CAD (computer-aided dispatch) system. Lock boxes should be installed next to the front door so Fire Rescue can access if the situation permits.

Does PBCFR offer free car seats? A new car seat may be provided to eligible children based on availability. If we are unable to match a caregiver with a free car seat for their child, they can call 561-841-3500 to purchase one from Safe Kids Palm Beach County Coalition for a donation fee.

Community Education

The Community Education and Outreach Branch provides intervention strategies to prevent injuries and lives lost due to fire and other hazards.

Educational Courses Offered:

- Babysitter Safety: Hazards in the Home
- Basic First Aid
- Bleeding Control: Stop the Bleed
- CO Poisoning Prevention
- Fall Prevention
- Fire & Emergency Evacuation Training and Fire Extinguisher Training
- Fire Safety
- Fire Station Tours
- Hands-Only CPR and AED
- Hurricane Safety
- Injury Prevention
- Golf Cart Charging Safety
- Lithium Battery Safety



Services and Programs

Smoke and CO Alarm Installation

The program offers smoke and CO alarm installation to eligible residents. Bedside fire alarm clocks with shaker devices and smoke alarms with strobe lights are also available for individuals who have impaired hearing. For questions about eligibility and installation appointments, residents can call 561-616-7049.

Home Safety Survey

The Community Education and Outreach Branch can help assess and identify fire or slip and fall hazards in the home and offer solutions for mitigation.

Child Passenger Safety

PBCFR's nationally certified Child Passenger Safety Seat Technicians help caregivers properly fit and install car seats. Appointments can be scheduled using the online car seat scheduler at www.pbcfr.org. The information is available in English, Spanish, and Creole. Scan the QR Code for more information.



Youth Firesetter Prevention & Intervention

When a child is setting fires intentionally or showing signs of at-risk firesetter behavior, intervention is crucial. This program consists of an intake interview, fire safety class, and individual and family counseling free of charge with PBC Youth Services. Call 561-616-7033 for more information.

Yellow Dot Program

Provides vehicle owners with a yellow sticker to put on the car window and a form to be completed with personal health information. The sticker alerts EMS and law enforcement that a Yellow Dot pamphlet is in the glove compartment to reference if a patient is unable to speak when medical attention is needed.

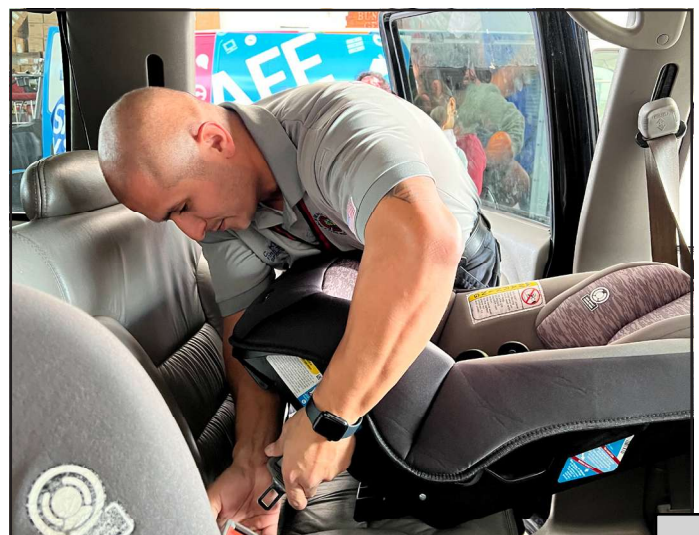


Vial of Life

Encourages residents to list their essential medical information on a piece of paper attached to their refrigerator. If 911 is called and the resident is unable to speak, PBCFR can reference the Vial of Life and provide informed medical attention.

Pet Decals

If residents are not home at the time of an emergency, the decal on the front door conveys to emergency responders the number of cats, dogs, and other animals inside the home.



Loxahatchee Groves Inspection Activity Summary

EXISTING INSPECTION SERVICES	
ACTIVITY	COUNT
Re-inspect	39
Knox Box	29
Annual	15
Other/Misc.	6
3-Year Business/Mercantile	5
Annual Business/Mercantile	3
Complaint	1



CONSTRUCTION SERVICES	
ACTIVITY	COUNT
Plans Review	32
Fire Department Final (Complete)	20
Fire Alarm Test (Complete)	5
Fire Alarm Final	4
Fire Preliminary Site Inspection	4
Site Visit	4
Fire Framing (Complete)	3
Fire Main Underground Flush (Complete)	2
Fire Main Underground Pressure (Complete)	2
Fire Main Underground Pressure (Partial)	2
Business Tax Receipt	1
No Access	1
Fire Alarm Test (Partial)	1
Fire Department Final (Partial)	1
Fire Sprinkler Head Relocation (Complete)	1
Fire Sprinkler Pressure Test Above (Complete)	1
Fire Sprinkler Final (Complete)	1
Radio Dialer Test	1
Fire Sprinkler Pressure Test Above (Partial)	1
Hydrant Final	1



Your Safety. Our Priority.

Planning & GIS

The Planning Section analyzes data collected from all areas of PBCFR to aid in decision-making and evaluation of service levels. Planning utilizes GIS to produce and maintain the CAD map. GIS and spatial analysis tools provide information to leadership toward solving complex location-oriented issues.

Specific functions of the Planning Section include:

- Plan for future fire stations
- Analyze the impact of land-use changes, development of regional impact, and annexations of fire rescue services
- Provide annual statistics reports for PBCFR and served municipalities
- Produce PBCFR annual report
- Provide the Department cartographic services and spatial analysis for routine and special projects
- Implement improvements to CAD mapping and routing system and troubleshoot reported issues
- Maintain the CAD database which includes dispatch protocols/response plans, emergency service zones (ESZ), station order files, neighborhoods, gate codes, units, special address messages, common place names, road closures, pagers and other notifications
- Analysis of all available data collected by PBCFR to support various divisions within the Department



Finance

The Finance Section strives for transparency and compliance with standard practices and policies while matching resources to PBCFR's rapidly changing needs and priorities.

The Finance Section is responsible for the following:

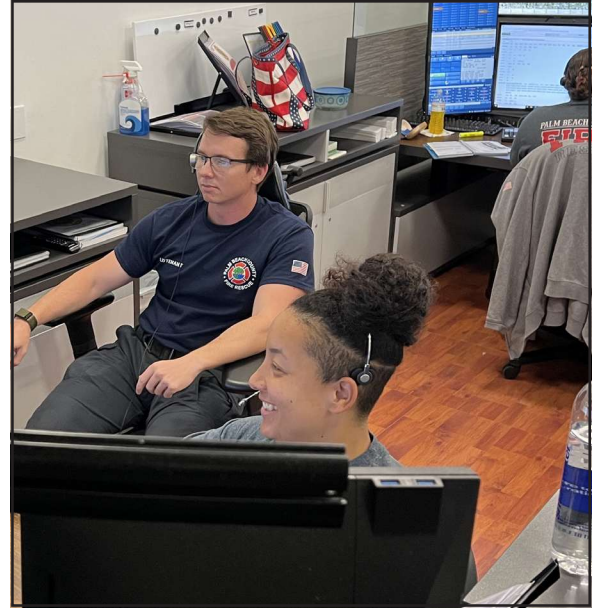
- Preparation, management, budget oversight, expenditures, and revenue collections as guided by Federal, State, and County requirements in support of the operations of the Department
- Procurement of goods and services through responsible use of Department resources while complying with the Purchasing Department's requirements and the Office of Equal Business Opportunity
- Preparing specifications for agreements and contracts for direct services, special events, vehicle maintenance, fire inspections, municipal service agreements, agenda items, and hazardous materials incidents in collaboration with the County Attorney's Office
- Analyzes and reviews every element of an activation and/or deployment to assist the Department in cost recovery



911 Communications Center

PBCFR's Communications Center is the largest secondary Public Safety Answering Point in PBC. The Communications Center is a multi-agency operation that handles fire and medical emergency communications for PBCFR and nine municipal Fire Rescue Departments. PBCFR is an all-hazards fire rescue department, resulting in its Communications Center processing over 400,000 phone calls annually. The Communications Center employs 63 Communicator III's under the supervision of four Communicator Supervisors. The Communications Center Leadership Team includes one Alarm Office Manager, two Quality Assurance Managers, and one Training Supervisor. The Communications Center and Leadership Team report to the Division Chief of Communication and Technology.

PBCFR Communicators are certified by the State of Florida as 911 Public Safety Telecommunicators. They are also nationally certified in CPR, Emergency Medical Dispatch, and Fire Service Communications. This training allows them to locate and provide rapid service to 911 callers, provide them with life-saving instruction when needed, and assist emergency personnel in the field. PBCFR Communicators operate a complex radio system and a CAD system that allows them to dispatch, monitor, and communicate with emergency personnel from local law enforcement, fire rescue agencies, hospitals, and aeromedical teams.



Fire Operations Officer

Fire Operations Officers (FOO) are a crucial link between the Communications Center and the Operations crews in the field. As critical information is received from the Communicators, the FOO may give recommendations to add additional units or change the call type. They monitor calls to aid the on-scene commander with getting additional resources. They communicate daily with Battalion Chiefs to ensure there is proper staffing for each PBCFR station. The FOO's also ensure emergency resources are relocated as needed.



Information Technology Services

Information Technology Services (ITS) delivers cutting-edge technology solutions to PBCFR and its municipal partners. The ITS team oversees a spectrum of essential functions, including application development and assessment, 911 CAD operations, web administration, network security, domain administration, mobile device management, and inventory control of more than 2,000 devices utilized within PBCFR.



Radio Shop



The Radio Shop provides 24-hour on-call support for all radio and other wireless communications equipment to 51 PBCFR stations, 29 additional stations including Palm Beach International Airport (Station 81), Special Operations, the Communications Center, Tactical and Mobile Command Units, and the Palm Beach County Healthcare District's Trauma Hawk. Technical support is provided to surrounding counties and other agencies sharing interoperable emergency communications. The Communications Coordinator and five Electronics Technicians are responsible for:

- Nearly 2,000 radios
- Over 1,000 pagers
- Ten 800 MHz repeater sites
- Eight pager repeater sites
- Two very high frequency repeater sites
- Fire station alerting systems (Locution)
- Mobile Data Computers in vehicles

Public Information & Media Services

The Public Information and Media Services Team ensures community members are informed, engaged, and connected with PBCFR. The Public Information Office is the official line of communication with citizens and the media, delivering information about emergency incidents, public safety, fire rescue services, outreach programs, and more. The goal of the Public Information Office is to get the “right information to the right people at the right time to make the right decisions.” PBCFR’s award-winning Media section is instrumental in producing live and public events, creative media and communications, and virtual training for PBCFR personnel, to ensure firefighters and paramedics are up-to-date on the latest medical science, equipment, and department advancements.

Public Information Office:

- Department publications
- PIO Incident response
- Media interviews
- Press conferences
- Social media content and management
- Internal and external communications
- Department traditions and ceremonies
- Employee and citizen awards program
- Hurricane and activation command team
- Public outreach campaigns



Media Services:

- Video production for training and communications
- Public safety messages
- Social media video content
- Still photography
- Graphic design
- Publications
- Live events
- Virtual and live streaming



Fleet Maintenance

The Fleet Maintenance team budgets, purchases, maintains and repairs over 500 emergency fire apparatus and support vehicles, ensuring compliance with NFPA standards. Additionally, Fleet oversees the maintenance and inspection of more than 750 pieces of support equipment, such as stretchers, extrication tools, and small generators. Operating from two locations, the main shop features 24 bays and is centrally located in the County; while a smaller satellite shop with two bays is situated in the southern region. The Fleet team staffs 20 certified Emergency Vehicle Technicians (EVT), two EVT II certified Foremen, one EVT III certified Superintendent, and one ASE Master certified Fleet Director. On average, Fleet processes over 7,500 work orders annually, including approximately 800 prescheduled preventive maintenance inspections. Fleet Maintenance provides 24/7 support to ensure emergency operation vehicles are ready to respond at a moment's notice, crucial to PBCFR's daily operations.



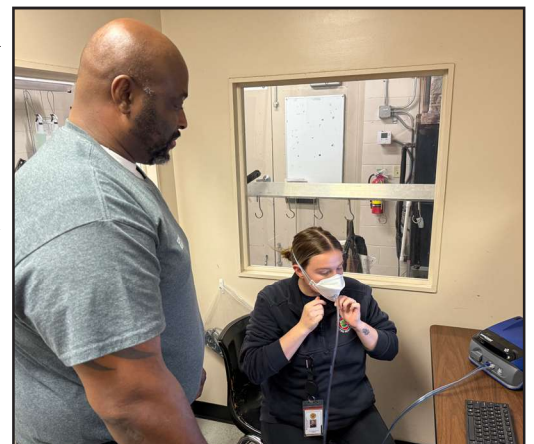
Warehouse & Logistics

The Warehouse & Logistics section manages and provides firefighting equipment, medical supplies, pharmaceuticals, personal protective equipment, uniform apparel, respiratory safety equipment, radio communications, vehicle parts, and fixed asset inventory. Warehousing includes the procurement, taking inventory of supplies and equipment, and outbound distribution to 51 fire stations. The Warehouse and Logistics staff effectively coordinates distribution of equipment and supplies to operational personnel in need. The Fixed Asset Inventory section monitors over 15,000 items valued at approximately \$125 million.



SCBA Shop

The Respiratory Protection Manager and two Specialists ensure that firefighters are equipped with essential gear including Self-Contained Breathing Apparatus (SCBA), Self-Contained Underwater Breathing Apparatus (SCUBA) equipment, compressed air, portable lighting, and gas detection monitors. Annually, personnel undergo fit testing to guarantee the effectiveness and proper fit of three different types of respirators. The SCBA shop utilizes three stations dedicated to SCBA flow testing, ensuring optimal performance. This section conducts preventive maintenance, inspections, and repairs on inventory including: 665 breathing apparatus, 12 stationary and mobile air compressors, 1,800 cylinders, 1,400 masks, and over 300 gas monitors.



Facilities

The Facilities section coordinates all new construction and remodeling management for PBCFR's Comprehensive Fire Station Capital Improvement Program. There are three main areas of construction-related responsibilities: large capital projects, small capital projects, and preventative maintenance. Large capital projects include new construction and major renovations. Small capital projects consist of existing minor renovations and major repairs. Our Facilities Technicians are tasked with preventive maintenance and perform minor repairs at all 51 fire stations, Fire Rescue Headquarters, and the Communications Center.



The Administrative Services Division works closely with the PBC Human Resources (HR) Department to hire new firefighters and promote current operational employees. HR plays a pivotal role in providing centralized administrative support for civilian and operational employees of PBCFR. The Administrative Services Division consists of: Internal Affairs, Records & Resources Bureau, Recruitment & Retention, Payroll, Staffing, and Wellness & Engagement.



Wellness

PBCFR's Wellness Coordinator and Exercise Physiologist ensure the mental and physical needs of PBCFR's operational employees are met by:

- Evaluating and overseeing the annual fitness assessments of every operational employee
- Directing the daily physical fitness training for every recruit class
- Providing modern equipment and techniques to sustain healthy and capable firefighters
- Facilitating comprehensive care through the Employee Assistance Program (EAP)
- Administering workers' compensation, extended leave, and light duty programs



Recruitment & Retention

Recruitment & Retention directs and manages the hiring, promotion, and recruitment processes for a diverse range of PBCFR personnel. This section actively engages with the public to showcase the various career opportunities available at PBCFR, particularly in the Firefighter EMT/ Paramedic roles. They also participate in various career day events across the County, engaging with individuals of all ages who are interested in pursuing a career in fire rescue.



Records & Resources Bureau

The Records & Resources Bureau acts as the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Officer. The Bureau collaborates with legal entities such as the PBC Attorney's Office and state-level authorities. It handles subpoenas, public records requests, and ensures proper management of department records are in compliance with legal requirements.



Payroll

The Payroll Section processes bi-weekly pay for over 1,800 PBCFR personnel and ensures all promotions, accruals, and schedule changes are completed accurately and promptly. They also oversee the supplemental long-term disability program, computer and coding configuration for database compatibility, and conduct audits to maintain compliance with the Collective Bargaining Agreement.



Staffing

The Staffing Officers oversee multiple aspects of workforce management including unit bidding, scheduling adjustments, promotions, and new hires for over 1,500 Operational PBCFR employees. They ensure compliance with collective Bargaining Agreement requirements and manage all aspects of staffing, including light-duty assignments.





Palm Beach County Fire Rescue

405 Pike Road, West Palm Beach, FL 33411

561-616-7000

www.pbc.gov

Follow us on:



@PBCFireRescue



Palm Beach County Board of County Commissioners

Maria G. Marino, Mayor

Sara Baxter, Vice Mayor

Gregg K. Weiss

Joel G. Flores

Marci Woodward

Maria Sachs

Bobby Powell Jr.

County Administrator

Verdenia C. Baker

Assistant County Administrator

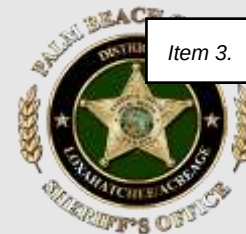
Reginald K. Duren

Palm Beach County Fire Rescue Administrator

Patrick J. Kennedy



Palm Beach County Sheriff's Office District 17 – Town of Loxahatchee Groves



2024 Annual Report

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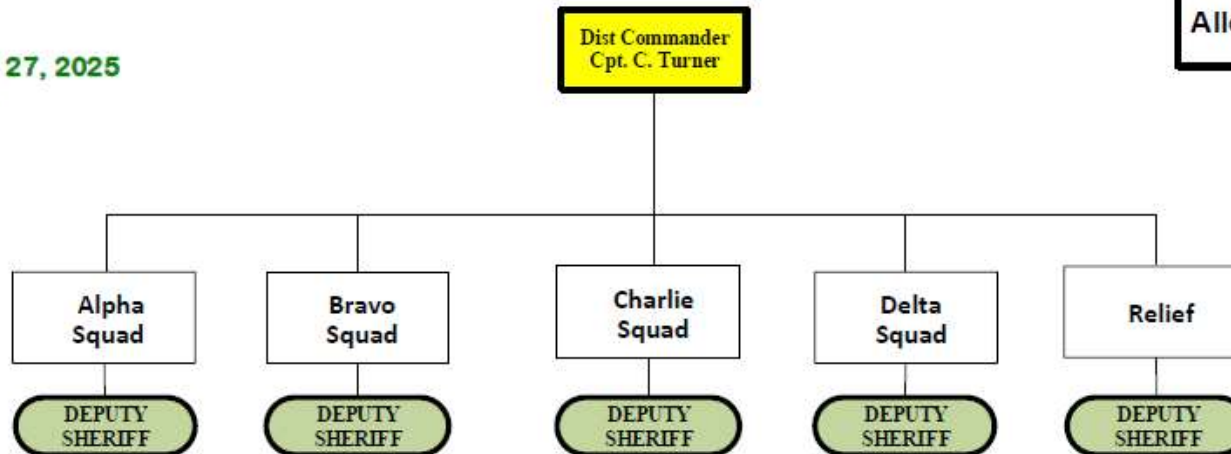
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January 27, 2025

PBSO District 17 – LOXAHATCHEE GROVES Organizational Chart

Sworn:	5
Sworn Vacancy:	0
Non-Sworn:	0
Non-Sworn Vacancy:	0
Part time:	0
TDY:	0
Allocations:	5



Annual Numbers

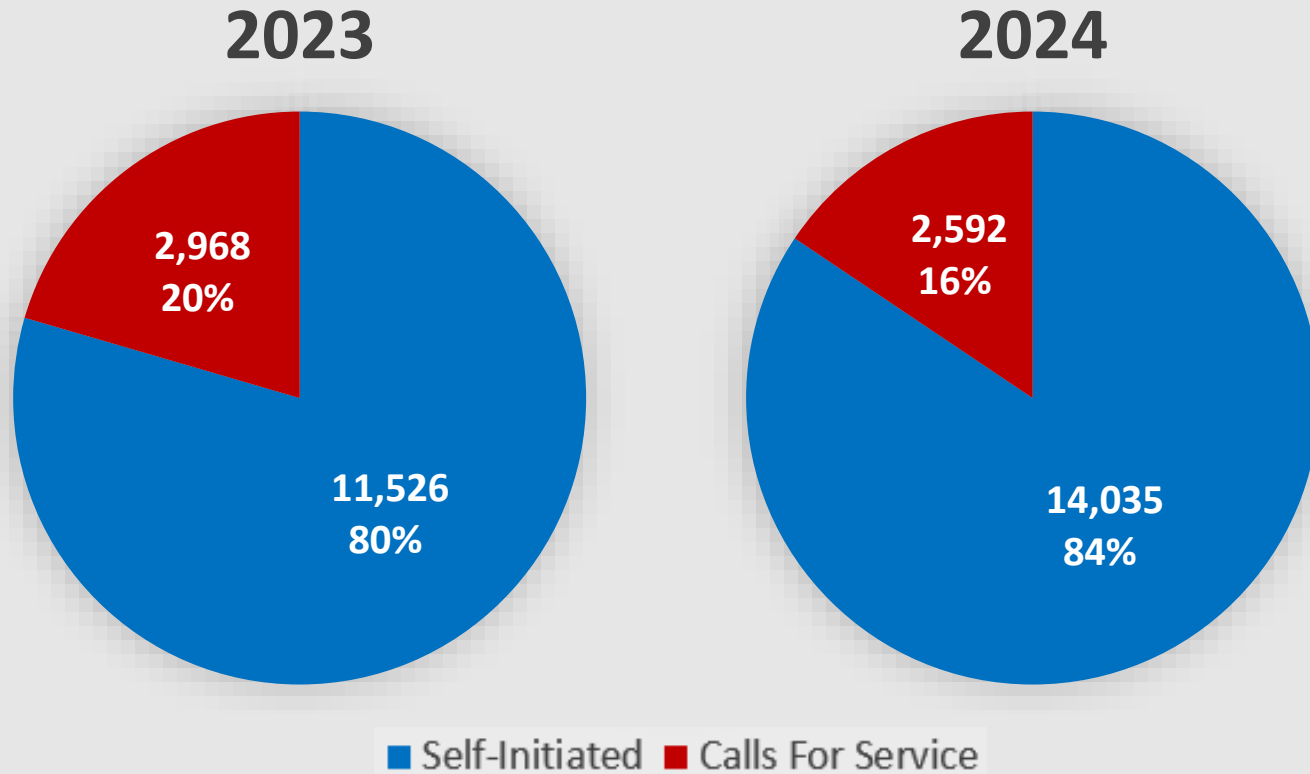
Data Source: P1/CAD

Crime		Annual				
		2023	2024		+/-	Percent Change
Person	Homicide	0	0	—	0	0%
	Robbery	3	2	▼	-1	-33%
	Sexual Assault	1	3	▲	2	200%
	Shooting	6	1	▼	-5	-83%
	Stabbing	0	0	—	0	0%
Property	Burglary Business	1	0	▼	-1	-100%
	Burglary Construction	2	2	—	0	0%
	Burglary Residential	7	5	▼	-2	-29%
	Burglary Vehicle	3	5	▲	2	67%
	Larceny	7	13	▲	6	86%
	Stolen Vehicle	12	10	▼	-2	-17%
	Stolen Vehicle Recovery	8	2	▼	-6	-75%
	Vandalism	4	11	▲	7	175%
Statistics	Arrests And NTAs	74	67	▼	-7	-9%
	Traffic Crashes (3's & 4's)	118	115	▼	-3	-3%
	Total CAD Incidents	14,494	16,627	▲	2133	15%
	Traffic Stop (1050)	1,725	1,938	▲	213	12%
	Business/Residence (1061)	9,801	12,097	▲	2296	23%
	CAD Inc.(less 1050 & 1061)	2,968	2,592	▼	-376	-13%
FIR	Total FIR's	223	119	▼	-104	-47%
	Gang FIR's	0	0	—	0	0%
	Truant FIR's	0	0	—	0	0%
	FIR's (Less truant & gang)	223	119	▼	-104	-47%

- The information in this report is based on beats within the district.
- Miscellaneous incident type codes: PPI, PRIVATE INVESTIGATOR, RED, REPO, RMS, TEST and WEL are excluded from the total CAD Incidents.
- FIR data is collected from the FIR Track application.
- This report is dynamic and subject to change.

Calls for Service

Item 3.



- Self-Initiated Calls equal the total number of traffic stops and business/residence checks.
- Calls for Service includes all other calls.

Calls for Service by Description

Item 3.

Call Type	Calls For Service Count	Call Type	Calls For Service Count
911 Hangup	644	Contact	11
Abandoned Vehicle	9	Dead Person	6
Abuse	27	Disabled Vehicle	12
Abuse On Adult	6	Disturbance	33
Accidental Injury	9	Disturbance In Progress	22
Alarm	41	Disturbance Armed	3
Alarm Government	14	Domestic	70
Alarm Hold Up/Panic	14	Domestic In Progress	25
Alarm Misc/Municipality	59	Domestic Armed	2
Alarm Weather Related	1	Domestic Unfounded	6
Animal Call	61	Drunk Driver	11
Assault	16	Embezzlement/Fraud	32
Assault Armed	3	Environmental Crime	20
Assault Domestic Related	20	Felony	9
Assault In Progress	1	Fight	2
Assault Just Occurred	7	Fire	14
Asst To Another Department	43	Fireworks	2
Beverage Violation	3	Forgery/Counterfeit	3
Burglary Construction	2	Hit & Run W/Injuries	1
Burglary Residence	5	Hit And Run	18
Burglary Vehicle	6	Homicide Vehicle Homicide	2
Business / Residence Check	12,097	Information	60
Civil Matter	98	Juvenile Trouble	9
Civil Matter In Progress	5	Lewd Or Lascivious Acts	2
Conduct Investigation	54	Lost/Found Property	27

Calls for Service by Description

Item 3.

Call Type	Calls For Service Count	Call Type	Calls For Service Count
Man Down/Sick Person	53	Serving Civil Process	93
Man Down/Sick Person Overdose	1	Serving Warrant	14
Mentally Disturbed Person	18	Sexual Assault	4
Misdemeanor	8	Shooting	1
Missing Person	5	Shoplifting	4
Missing Person Alzheimers	1	Shoplifting In Progress	1
Missing Person Recovery	3	Shots Fired In Area	9
Mobile Eyes	4	Special Detail	39
Motor Veh Crash	89	Stolen Tag	4
Motor Vehicle Crash Dept Veh Involved	1	Stolen Vehicle	12
Motor Vehicle Crash Unknown Injuries	10	Stolen Vehicle Recovery	2
Motor Vehicle Crash With Injuries	19	Suicide Attempt	5
Neighbor Trouble	28	Surveillance	14
Noise	34	Suspicious Incident	41
Obscene/Harassing Calls	4	Suspicious Incident In Progress	2
Open Door	1	Suspicious Person	43
Police Service Call	180	Suspicious Vehicle	59
Prisoner Transport	3	Theft Of Auto Parts	1
Problem Solving Homeless	1	Theft/Larceny	18
Intervention		Threats	13
Problem Solving Traffic	35	Trespassing	21
Reckless Driver	11	Unwanted Guest	19
Residential/Employment Check	22	Vandalism	13
Road Block	1	Vehicle Stop	1,938
Robbery Person Armed	1	Welfare Check	76
Robbery Residence	1	Total	16,627

Person and Property Crimes Summary

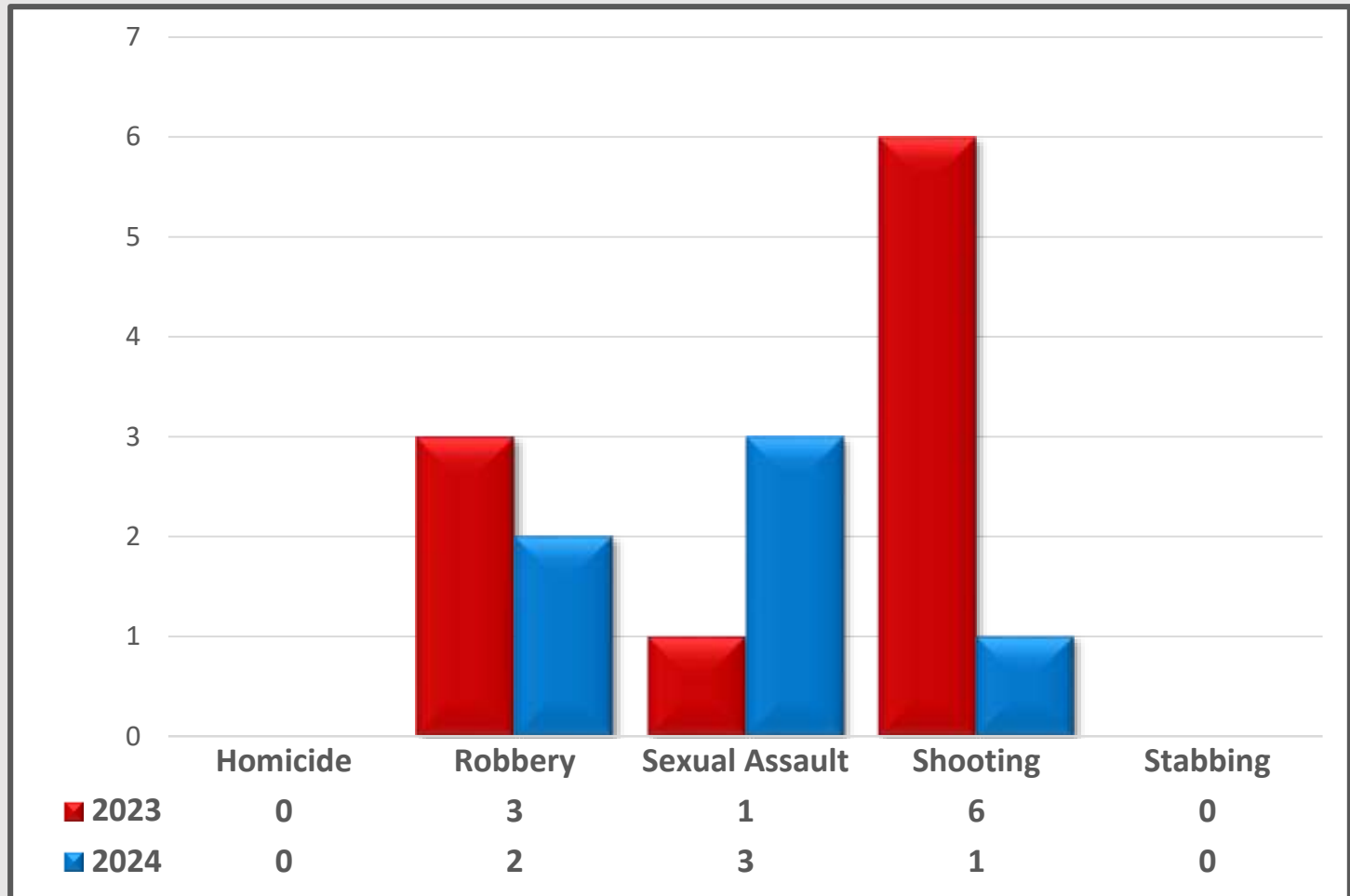
Case Number incidents Only

Person Crime	Case Report Count
Abuse	18
Abuse on Adult	3
Assault	25
Assault - Domestic Related	17
Child Molestation	0
Computer Crimes	0
Explosion/Fire Bombing	0
Hate Crime	0
Hi-jack Aircraft	0
Homicide	0
Kidnapping/False Imprisonment	0
Lewd & Lascivious Act	1
Obscene/Harassing Calls	2
Robbery	2
Sexual Assault	3
Shooting	1
Sniper Fire	0
Stabbing	0
Stalking	0
Verbal Threats	6
Total	78

Property Crime	Case Report Count
Bomb Threat	0
Burglary to Business	0
Burglary to Construction Site	2
Burglary to Residence	5
Burglary to Vehicle	5
Embezzlement/Fraud	23
Fail To Redeliver Hired Vehicle	0
Forgery/Counterfeit	2
Graffiti	0
Larceny	13
Larceny of Auto Parts	1
Shoplifting	4
Stolen Tag	4
Stolen Vehicle	10
Stolen Vehicle - Recovered	0
Vandalism	11
Total	80

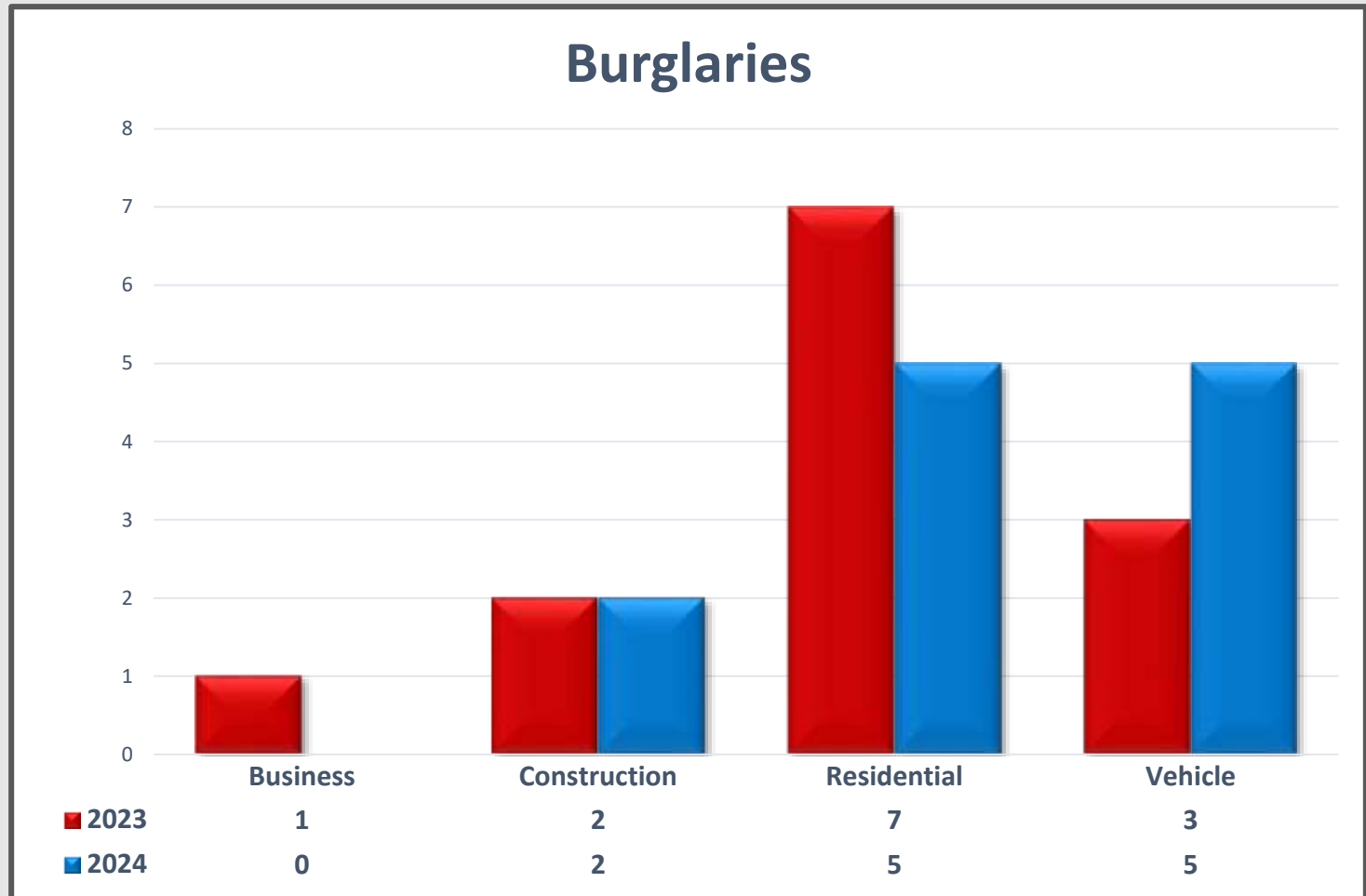
Person Crime

Item 3.

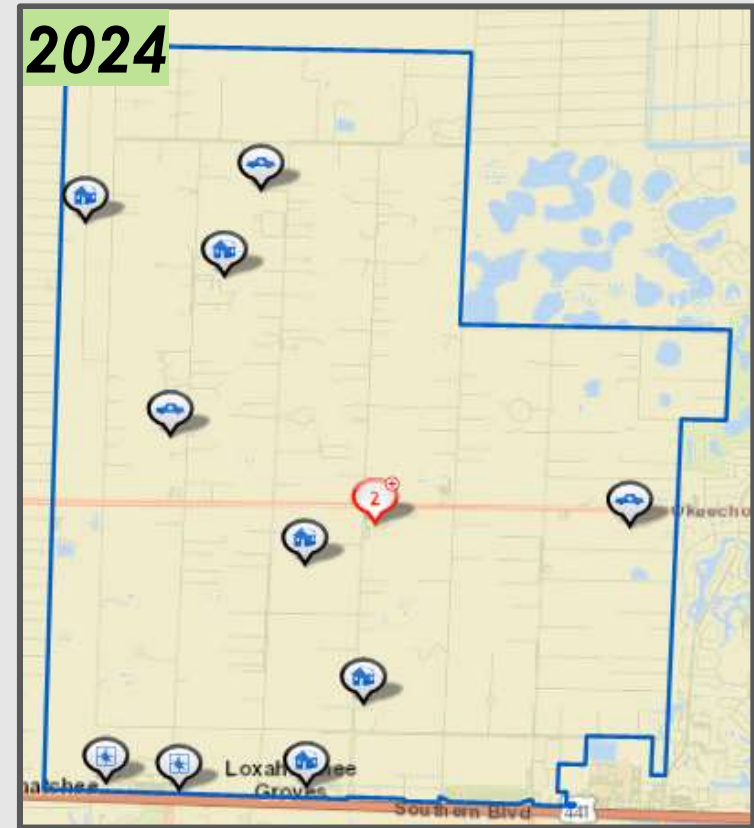
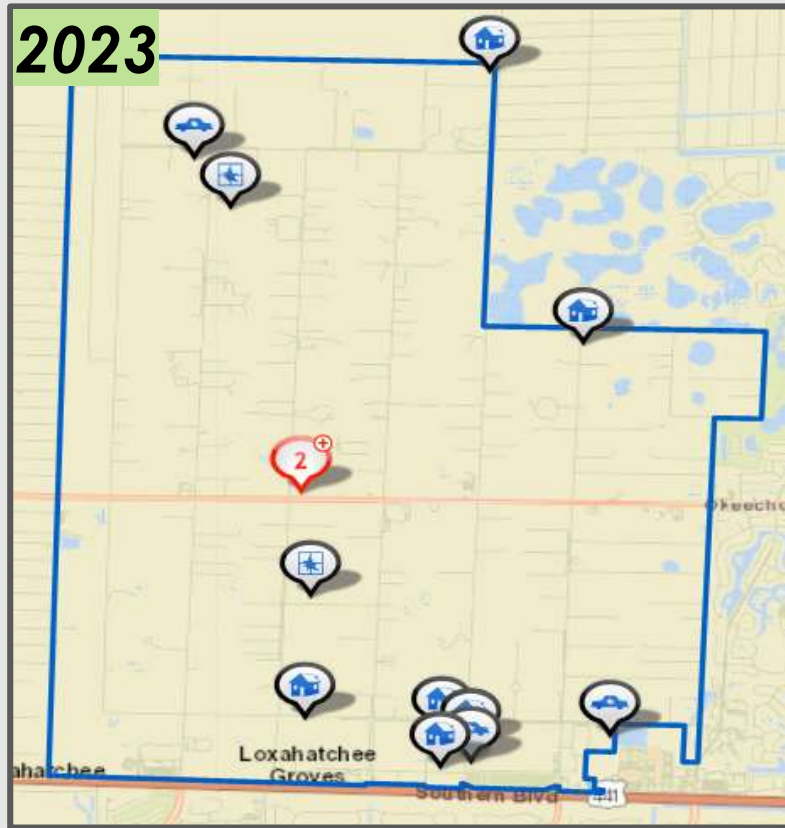


Property Crime

Item 3.



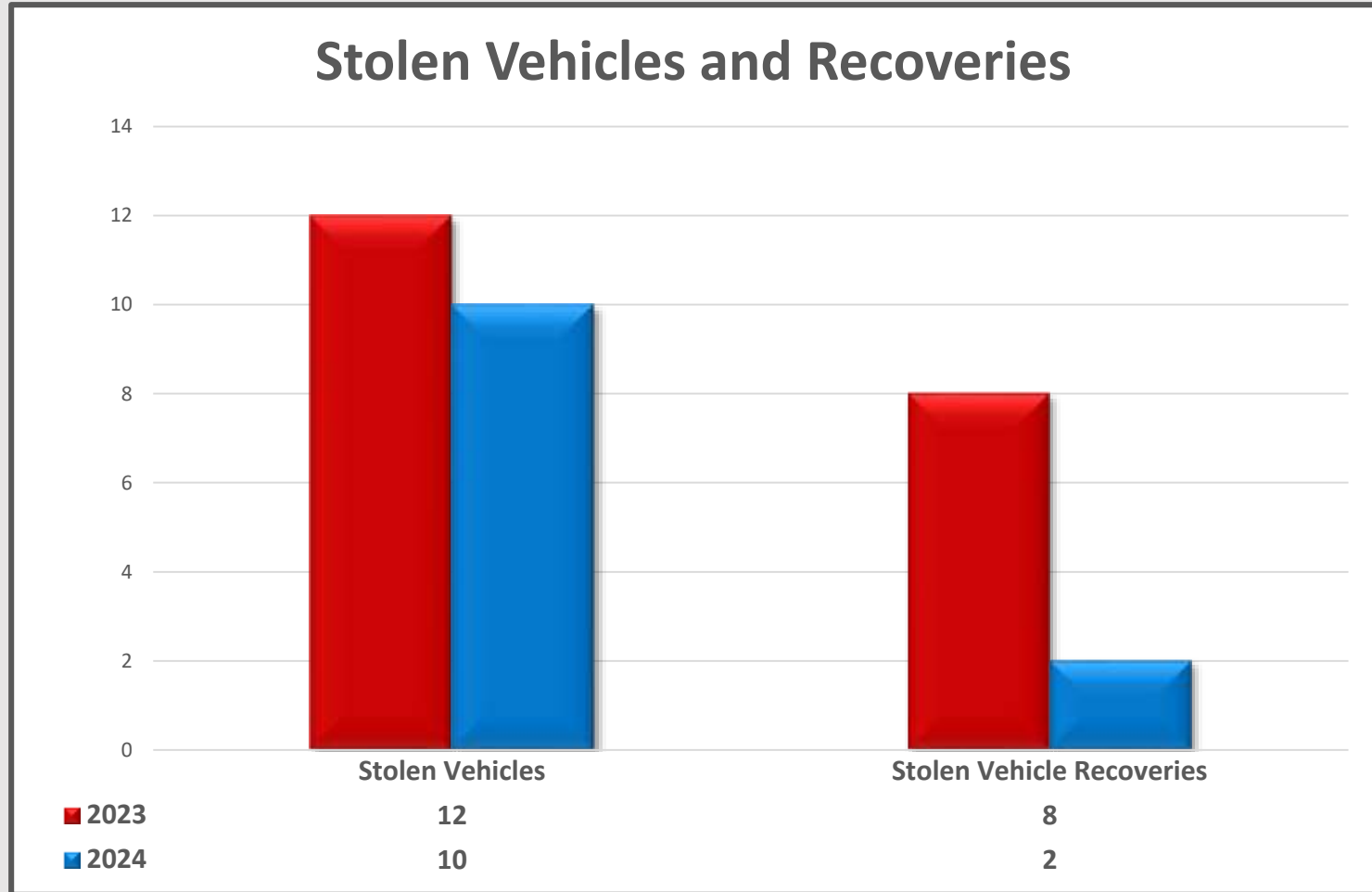
Map of Burglaries



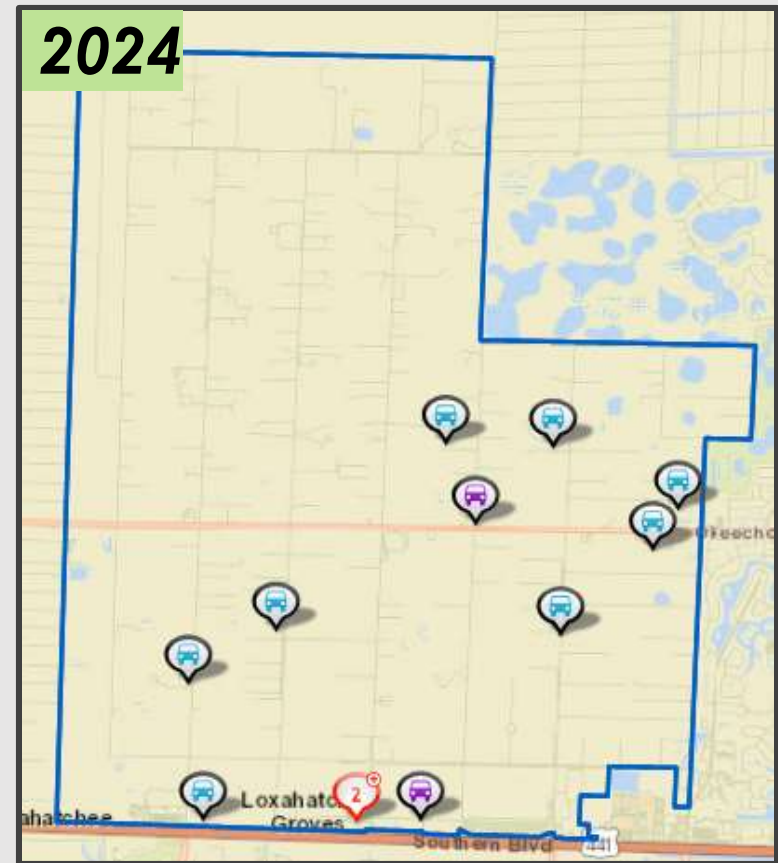
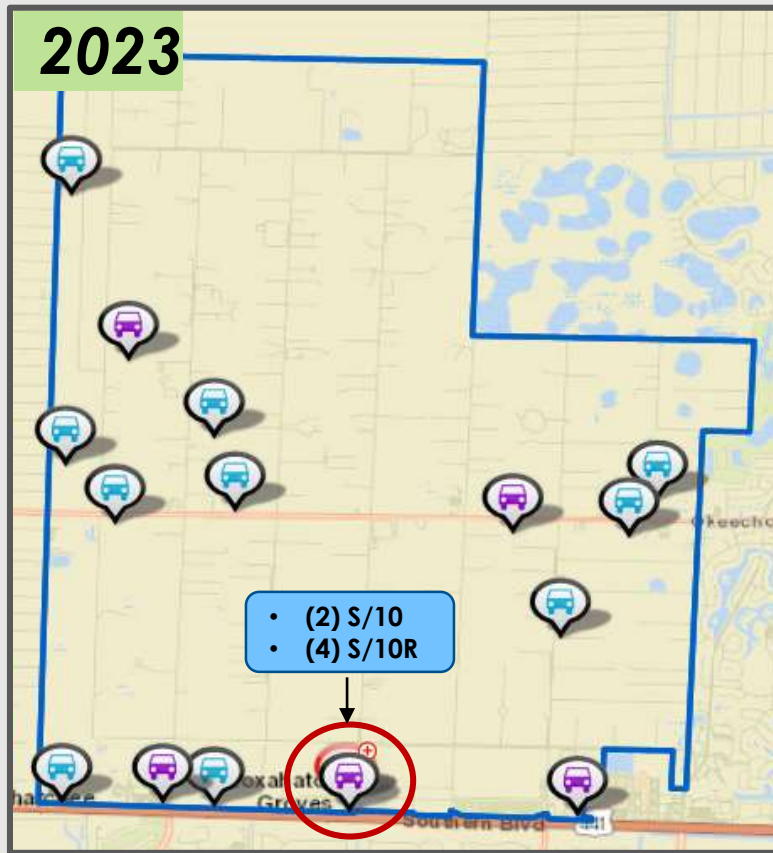
Burglary		2023	2024
	Business	1	0
	Construction	2	2
	Residential	7	5
	Vehicle	3	5
Total		13	12

Property Crime

Item 3.



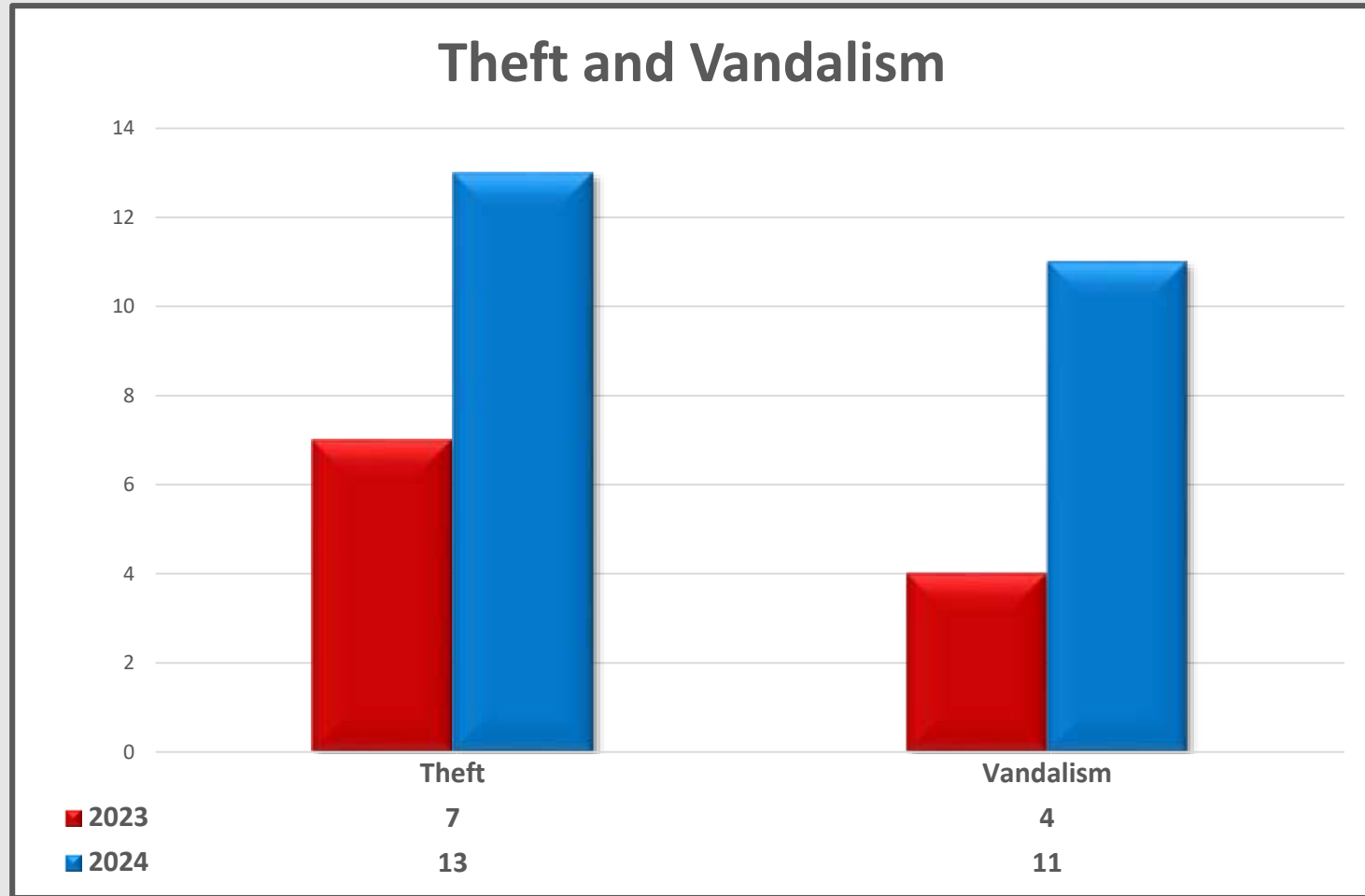
Map of Stolen Vehicles and Recoveries



Stolen Vehicles and Recoveries		2023	2024
	Stolen Vehicles	12	10
	Stolen Vehicle Recoveries	8	2
Total		20	12

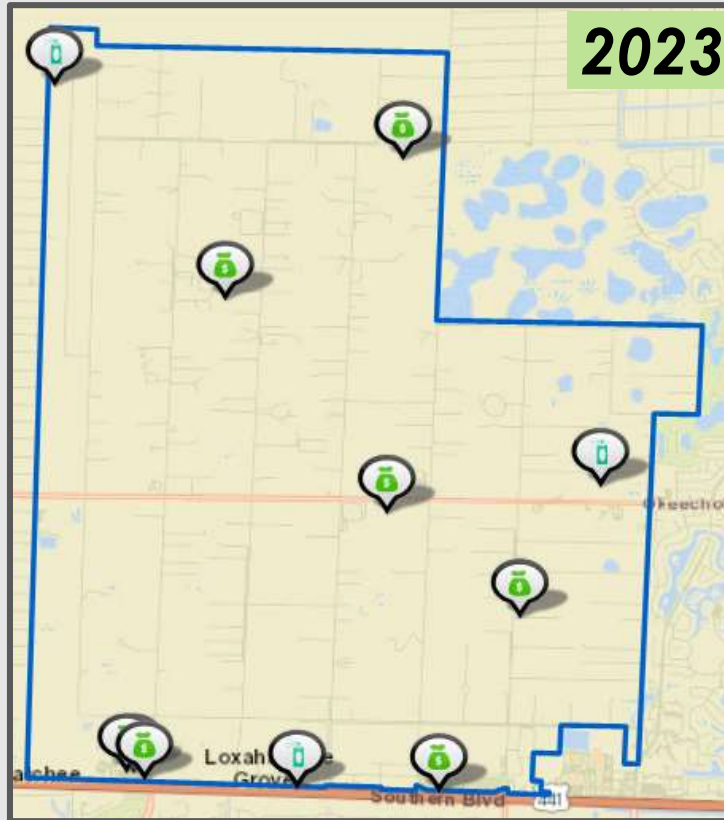
Property Crime

Item 3.



Map of Theft and Vandalism

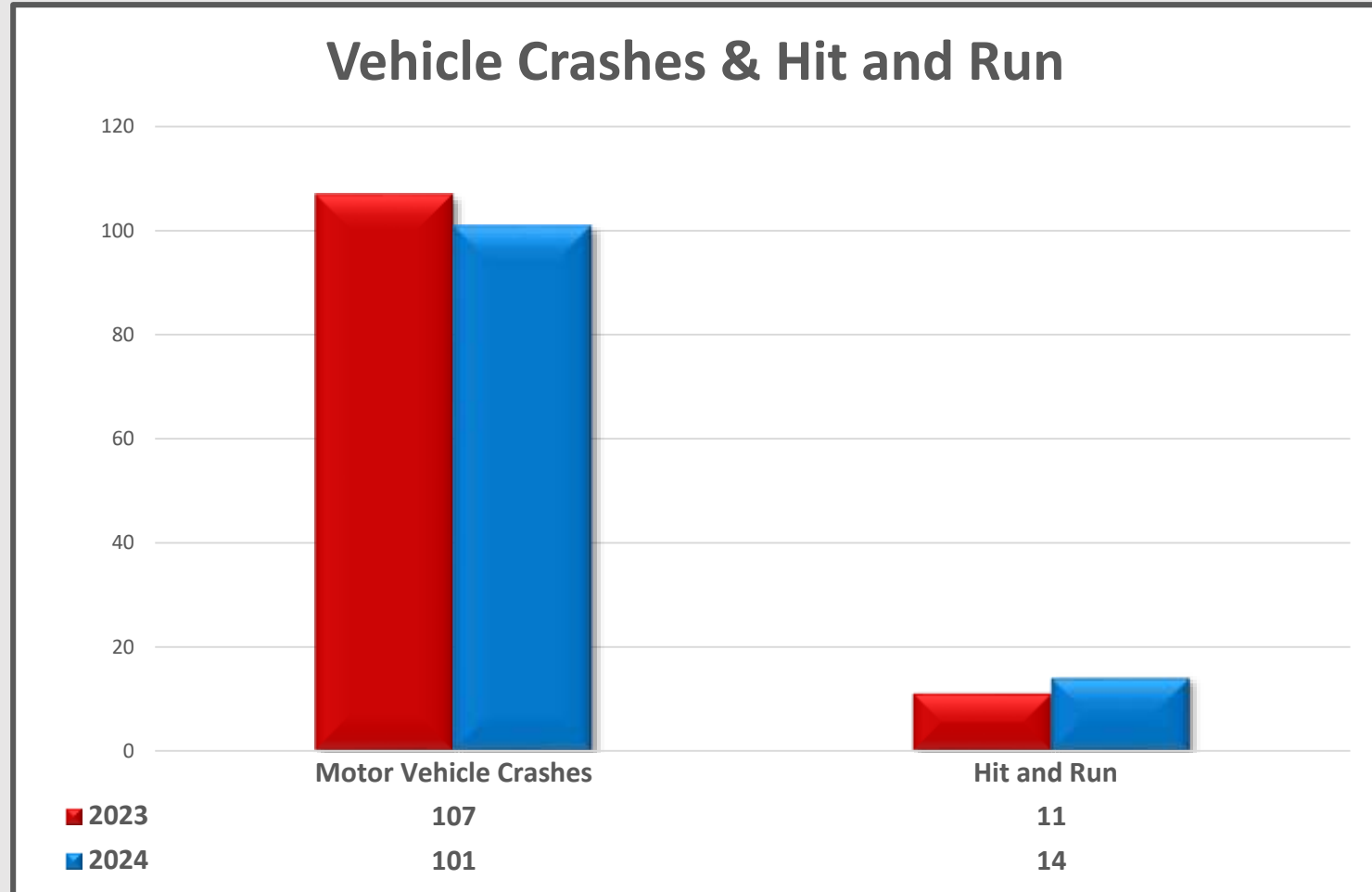
Item 3.



Theft and Vandalism		2023	2024
	Theft	7	13
	Vandalism	4	11
Total		11	24

Accidents

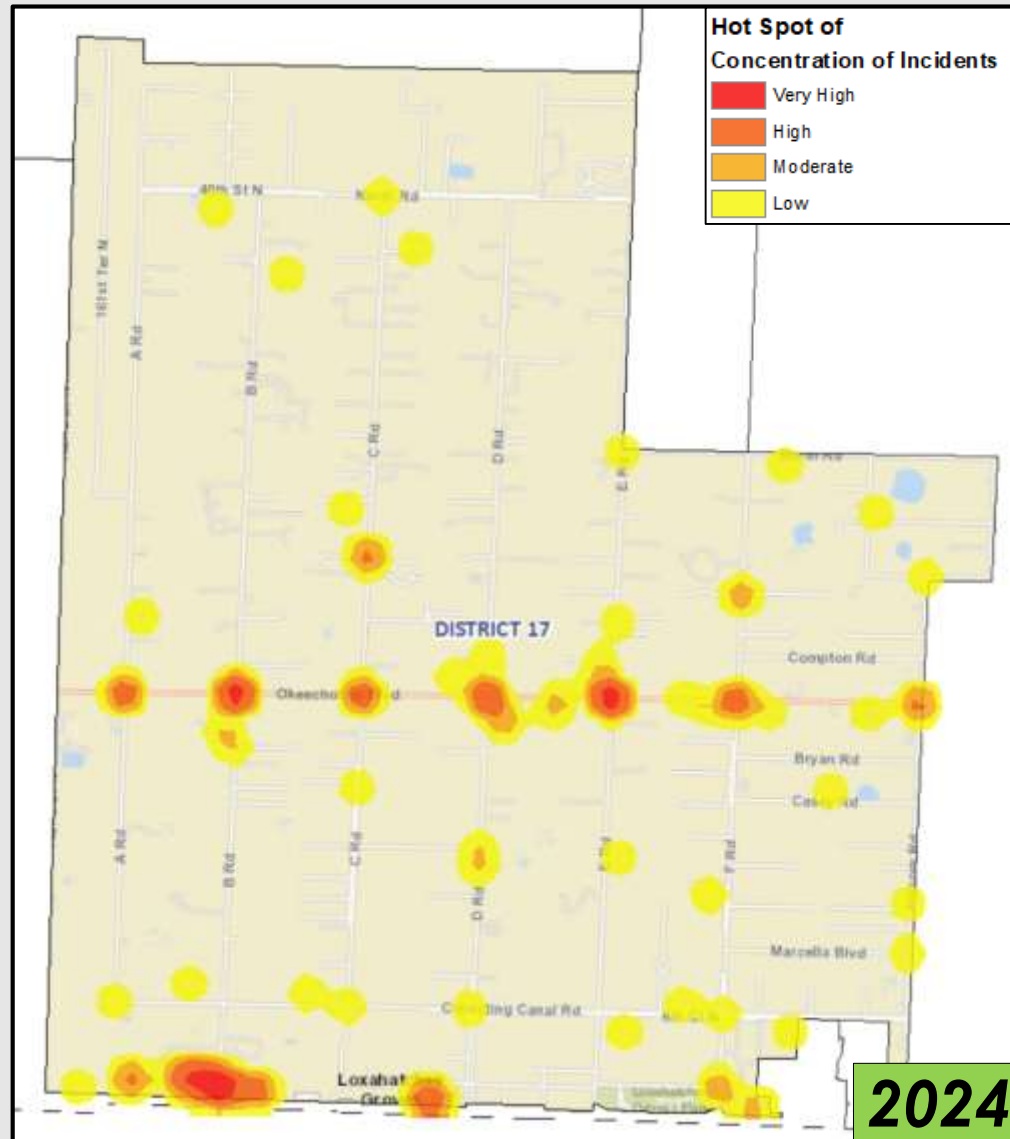
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Case Number incidents Only

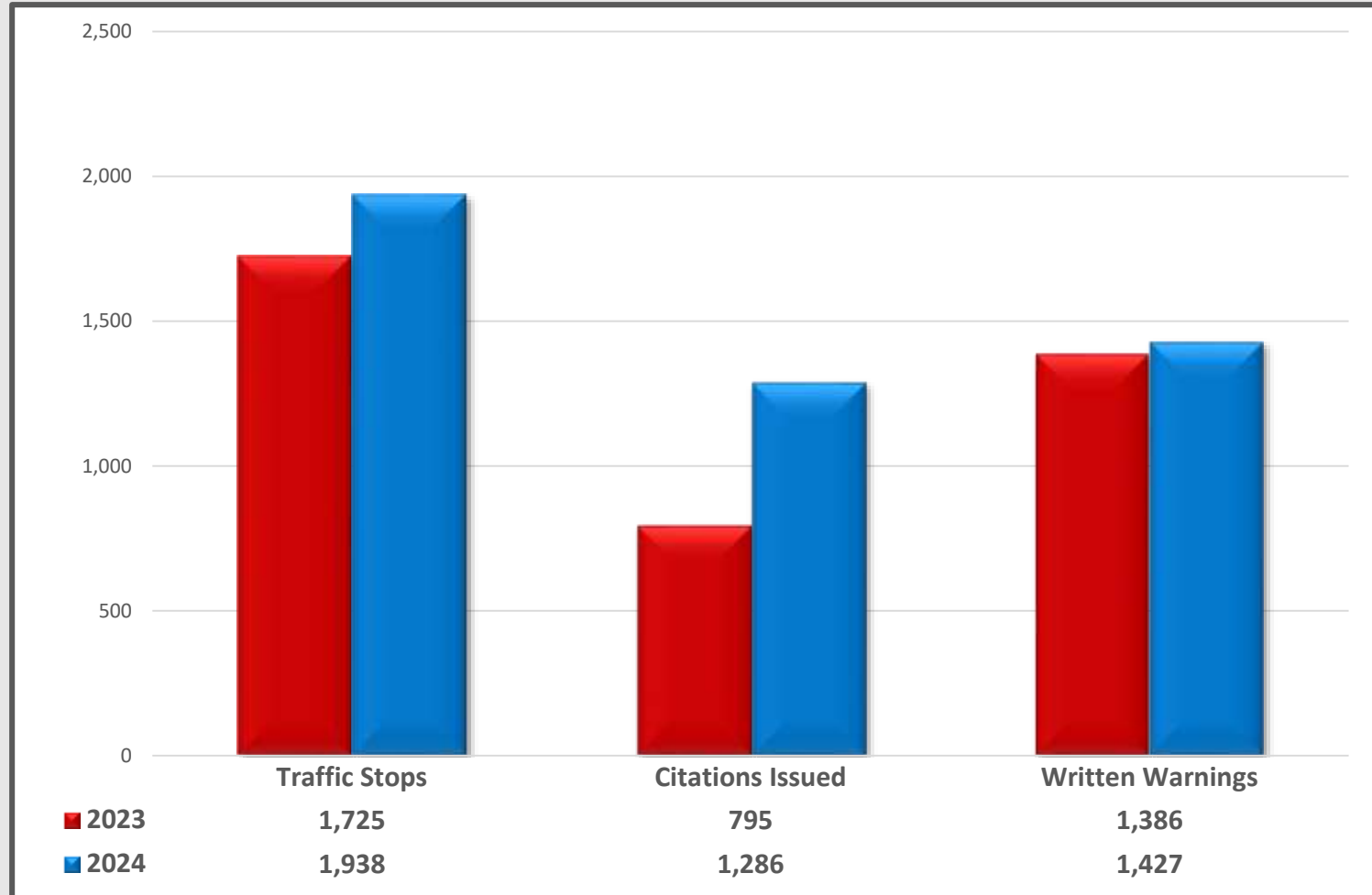
Map of Accidents

Item 3.



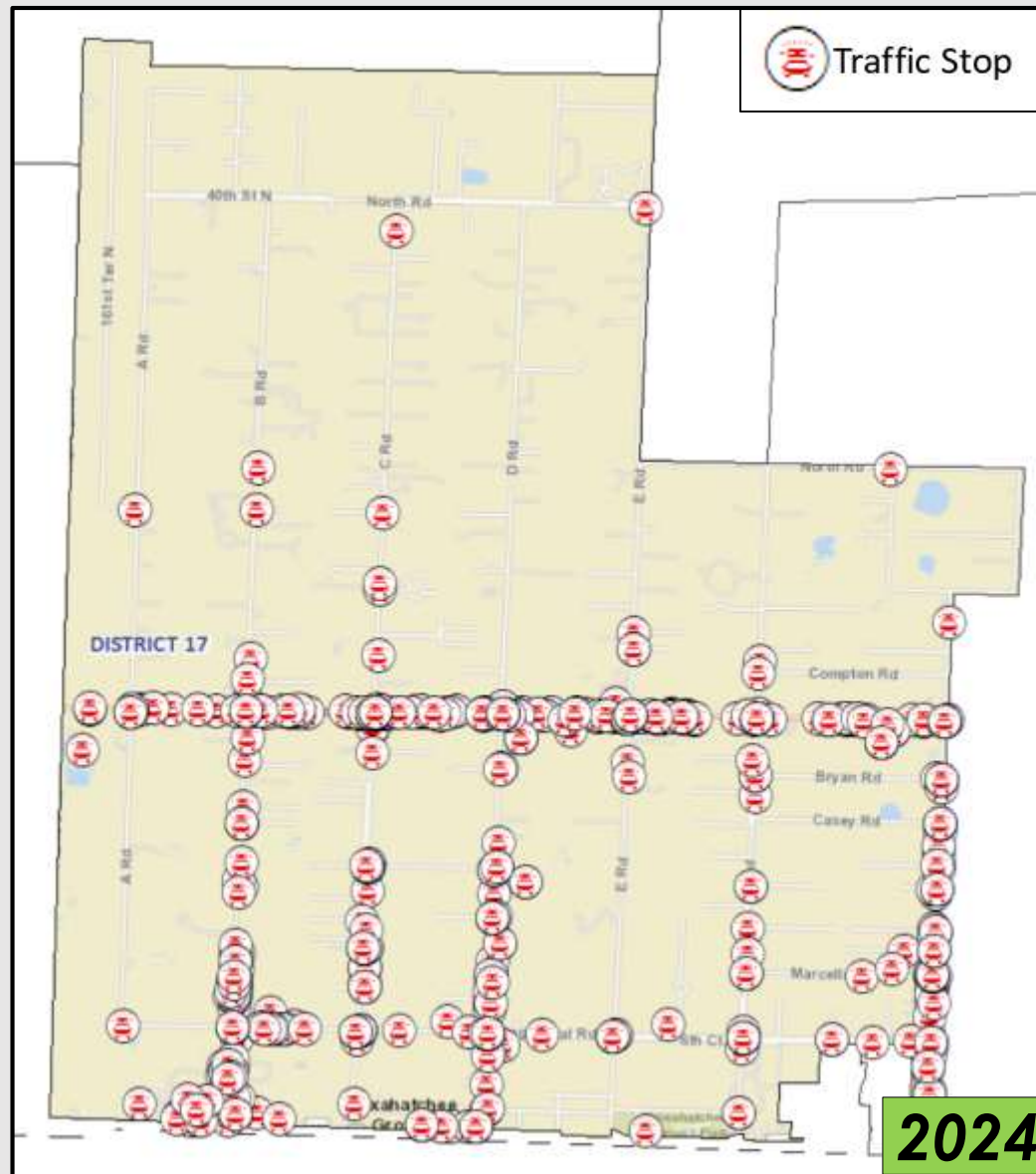
Traffic Stops, Citations and Written Warnings

Item 3.



Map of Traffic Stops

Item 3.

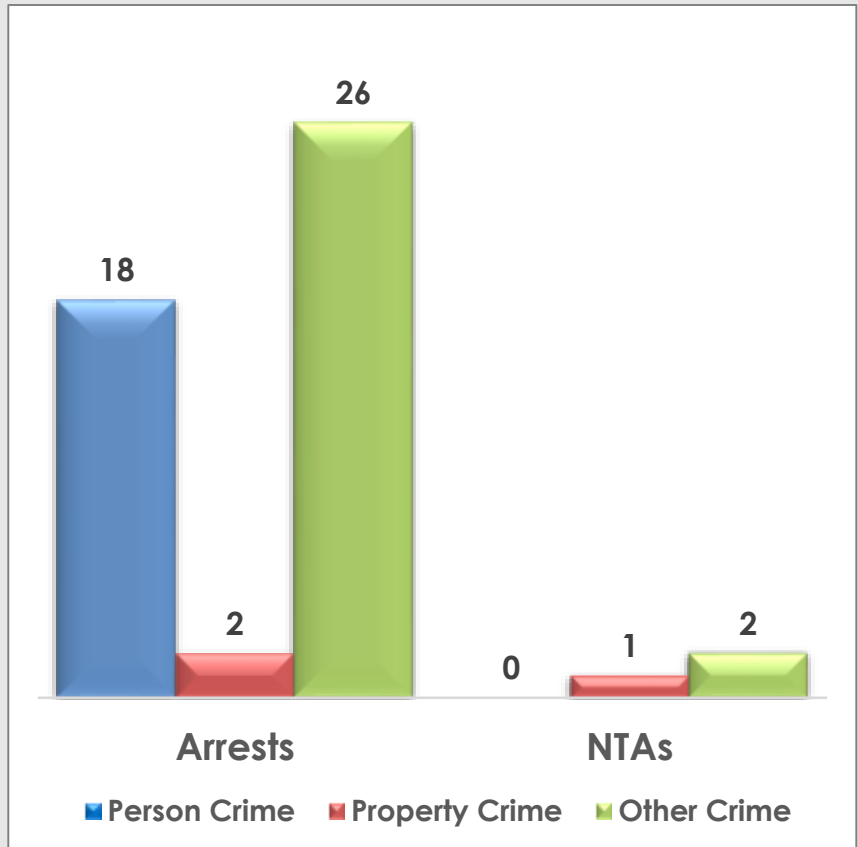


Data Source: Crimeview Desktop

2024 Arrests & NTAs

Item 3.

	Crime Type	Arrests	NTAs
Person Crime	Assault	5	0
	Assault - Domestic Related	9	0
	Child Abuse	2	0
	Human Trafficking	1	0
	Shooting	1	0
Property Crime	Burglary to Residence	1	0
	Embezzlement/Fraud	1	0
	Shoplifting	0	1
Other Crime	Domestic	2	0
	Drunk Driver	5	0
	Felony	4	0
	Misdemeanor	4	0
	Serving Warrant / Capias	8	0
	Traffic Stop	2	2
	Trespassing	1	0
Total		46	3





Palm Beach State College

15845 Southern Blvd. Loxahatchee, FL

2024 Calls for Service by Description

Incident Type	Incident Count	Incident Type	Incident Count
911 Hangup	12	Hit and Run	1
Alarm Government	5	Man Down/Sick Person	2
Alarm Hold Up/Panic	1	Mentally Disturbed Person	1
Assault	1	Motor Vehicle Crash	3
Ass to Another Department	1	Special Detail	4
Burglary Construction	1	Suspicious Incident	3
Conduct Investigation	1	Suspicious Vehicle	1
Disturbance	1	Theft/Larceny	1
Environmental Crime	1	Unwanted Guest	1
Fire	1	Vehicle Stop	1
Total 43			

Self-initiated calls are excluded from this data

Publix Plaza (Southern Blvd and B Rd)

Item 3.

2024 Calls for Service by Description

Incident Type	Incident Count	Incident Type	Incident Count
911 Hangup	26	Juvenile Trouble	1
Abandoned Vehicle	1	Lost/Found Property	4
Accidental Injury	2	Man Down/Sick Person	5
Alarm	6	Motor Vehicle Crash	9
Alarm Hold Up/Panic	2	Motor Vehicle Crash With Injuries	1
Alarm Misc/Municipality	17	Police Service Call	18
Animal Call	4	Prisoner Transport	1
Assault	3	Problem Solving Traffic	1
Assault Just Occurred	1	Reckless Driver	1
Assistance To Another Department	1	Robbery Person Armed	1
Burglary Vehicle	1	Serving Civil Process	5
Civil Matter	2	Serving Warrant	1
Contact	1	Shoplifting	3
Disabled Vehicle	1	Shoplifting In Progress	1
Disturbance	6	Special Detail	7
Disturbance Armed	2	Suspicious Incident	4
Disturbance In Progress	6	Suspicious Person	11
Domestic	3	Suspicious Vehicle	6
Drunk Driver	1	Theft/Larceny	3
Felony	1	Trespassing	6
Forgery/Counterfeit	1	Unwanted Guest	9
Hit And Run	2	Vandalism	2
Information	3	Welfare Check	4
Total 197			

Self-initiated calls are excluded from this data

Map of Publix Plaza 2024 Calls for Service



Community Service

Item 3.

Operation Safer Roadways
Conversation w/a Deputy (2x) – Tropical Smoothie
WAWA Grand Opening
Spring Carnival – Lox Groves PTO
Trunk or Treat – Lox Groves Elementary
Veteran's Day Parade
Toy Drive – Lox Groves Elementary



Completed by:
Lillian Arvelo
Criminal Intelligence Analyst
Crime Analysis Unit



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: May 6, 2025

SUBJECT: Presentation of Final Annual Comprehensive Financial Report for Fiscal Year 2023-2024

Background:

Attached is the draft of 2024 Fiscal Year Annual Comprehensive Financial Report. This draft report was presented to the FAAC at its April 28th meeting and has a “clean opinion.” The auditors are finalizing some sections of the audited statements and reports and completing their quality control review. The partner in charge of the audit process has indicated that he does not anticipate significant changes and anticipates a final draft prior to the council meeting. Staff will distribute updated materials received to Council and FAAC under separate cover as available.

Andrew Fierman, CPA from Caballero Fierman Llerena & Garcia, LLP will present the report to the Town Council.

Recommendation:

Receive and File.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**



ANNUAL COMPREHENSIVE FINANCIAL REPORT

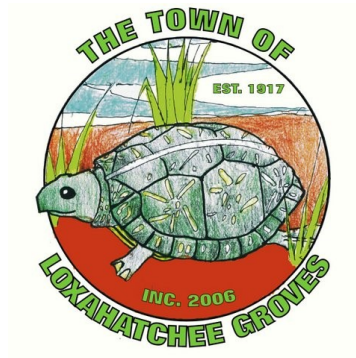
FOR THE FISCAL YEAR ENDED

SEPTEMBER 30, 2024

**TOWN OF LOXAHATCHEE GROVES, FLORIDA
ANNUAL COMPREHENSIVE FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2024**

**Prepared by:
THE TOWN OF LOXAHATCHEE GROVES**

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INTRODUCTORY SECTION

TOWN OF LOXAHATCHEE GROVES

List of Elected Town Officials

September 30, 2024

Council – Manager Form of Government

TOWN COUNCIL

Anita Kane, Mayor

Margaret Herzog, Vice Mayor

Phillis Maniglia, Councilmember

Laura Danowski, Councilmember

Robert Shorr, Councilmember

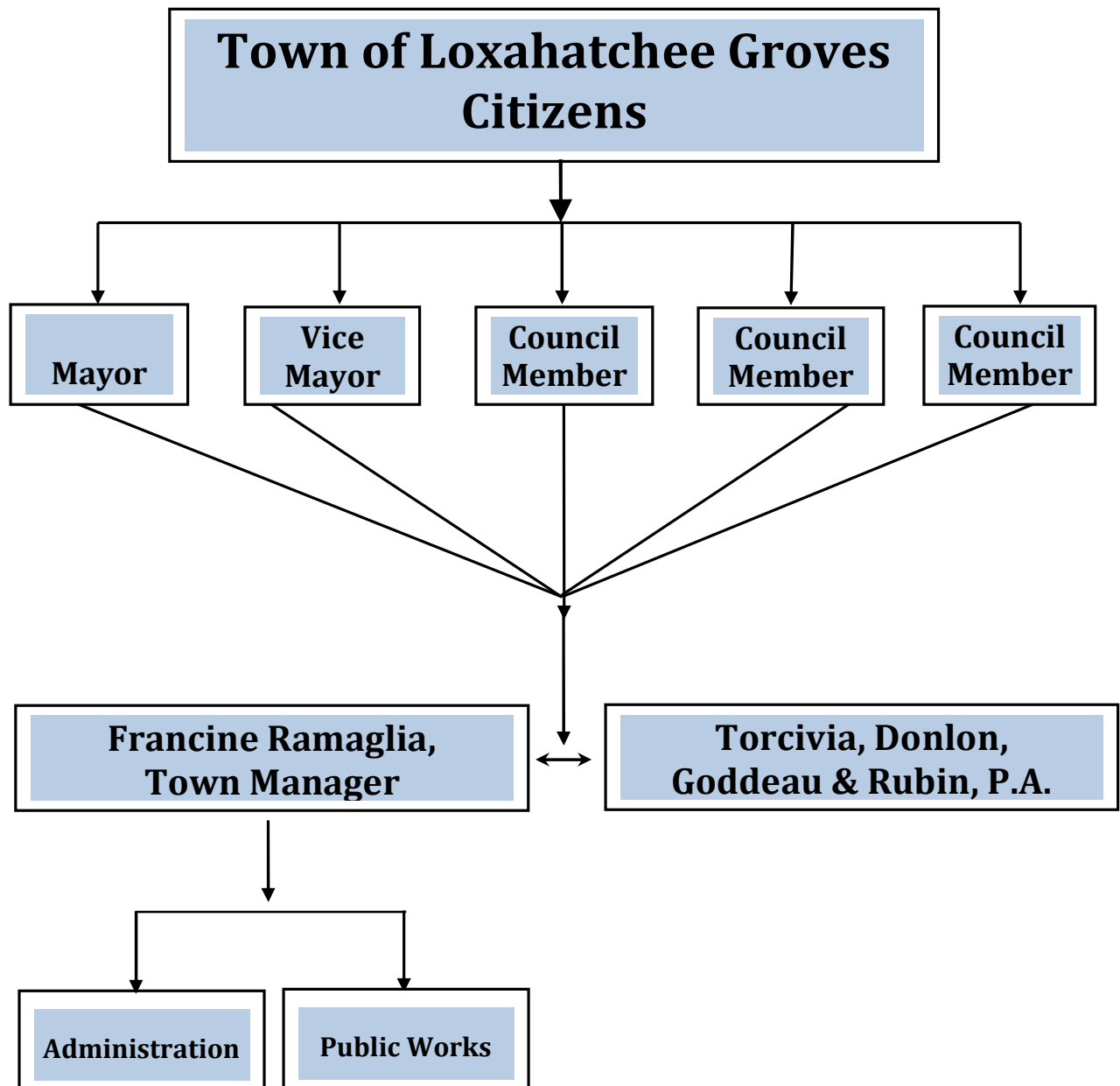
ADMINISTRATION

Francine L. Ramaglia, CPA, Town Manager

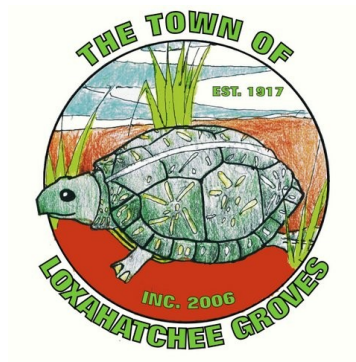
Elizabeth Lenihan of Torcivia, Donlon, Goddeau & Rubin, P.A., Town Attorney

Valerie Oakes, Town Clerk

Town of Loxahatchee Groves Organizational Chart



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FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT



INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and Town Council
Town of Loxahatchee Groves, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, and each major fund of the Town of Loxahatchee Groves, Florida (the Town), as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, and each major fund of the Town, as of September 30, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Town and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and pension schedules on pages 3–15, 44–48, and 49–52, respectively, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated April XX, 2025, on our consideration of the Town's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Town's internal control over financial reporting and compliance.

Draft

Caballero Fierman Llerena & Garcia, LLP
Boca Raton, Florida
April XX, 2025

MANAGEMENT'S DISCUSSION AND ANALYSIS
(Required Supplementary Information)

FINANCIAL STATEMENTS

TOWN OF LOXAHATCHEE GROVES, FLORIDA

STATEMENT OF NET POSITION

SEPTEMBER 30, 2024

Item 4.

	Governmental Activities	Business- Type Activities	Total
<u>ASSETS</u>			
Cash and cash equivalents	\$ 3,875,168	\$ 308,026	\$ 4,183,194
Investments	1,056,415	-	1,056,415
Receivables:			
Planning and zoning	228,810	-	228,810
Franchise and utility taxes	126,607	-	126,607
Due from other governments	352,459	3,600	356,059
Capital assets:			
Nondepreciable capital assets	573,337	-	573,337
Depreciable capital assets, net	9,189,136	-	9,189,136
Total assets	<u>15,401,932</u>	<u>311,626</u>	<u>15,713,558</u>
<u>DEFERRED OUTFLOWS OF RESOURCES</u>			
Deferred outflow of resources relating to pensions	<u>684,385</u>	<u>-</u>	<u>684,385</u>
<u>LIABILITIES</u>			
Accounts payable and accrued liabilities	426,515	67,479	493,994
Due to other governments	51,434	-	51,434
Deposits for planning and zoning	166,583	-	166,583
Noncurrent liabilities:			
Due within one year	119,182	-	119,182
Due in more than one year	1,802,131	-	1,802,131
Total liabilities	<u>2,565,845</u>	<u>67,479</u>	<u>2,633,324</u>
<u>DEFERRED INFLOWS OF RESOURCES</u>			
Deferred inflow of resources relating to pensions	165,089	-	165,089
Local business taxes	88,463	-	88,463
Total deferred inflows of resources	<u>253,552</u>	<u>-</u>	<u>253,552</u>
<u>NET POSITION</u>			
Net investment in capital assets	9,299,656	-	9,299,656
Restricted for:			
Roads and drainage	856,281	-	856,281
Infrastructure	52,243	-	52,243
Unrestricted	3,058,740	244,147	3,302,887
Total net position	<u>\$ 13,266,920</u>	<u>\$ 244,147</u>	<u>\$ 13,511,067</u>

See notes to basic financial statements

TOWN OF LOXAHATCHEE GROVES, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Program Revenues				Net (Expense) Revenue and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government		Total
					Governmental Activities	Business-Type Activities	
Functions/programs							
Governmental activities:							
General government	\$ 1,962,627	\$ 755,577	\$ -	\$ -	\$ (1,207,050)	\$ -	\$ (1,207,050)
Public safety	1,289,290	-	-	-	(1,289,290)	-	(1,289,290)
Physical environment	3,090,301	1,513,649	-	245,740	(1,330,912)	-	(1,330,912)
Interest expense	27,349	-	-	-	(27,349)	-	(27,349)
Total governmental activities	6,369,567	2,269,226	-	245,740	(3,854,601)	-	(3,854,601)
Business-type activities:							
Solid Waste	714,311	586,929	-	-	-	(127,382)	(127,382)
Total business-type activities	\$ 714,311	\$ 586,929	\$ -	\$ -	-	(127,382)	(127,382)
General revenues:							
Property taxes					1,527,667	-	1,527,667
Local option sales tax					335,791	-	335,791
Franchise fee					631,736	-	631,736
Utility taxes					575,043	-	575,043
Intergovernmental (unrestricted)					819,734	-	819,734
Investment income (unrestricted)					92,920	-	92,920
Miscellaneous revenue					978,583	-	978,583
Total general revenues					4,961,474	-	4,961,474
Transfers					(118,000)	118,000	-
Change in net position					988,873	(9,382)	979,491
Net position beginning of year					12,278,047	253,529	12,531,576
Net position end of year					\$ 13,266,920	\$ 244,147	\$ 13,511,067

See notes to basic financial statements

TOWN OF LOXAHATCHEE GROVES, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024

	Major Funds					Total Governmental Funds
	General Fund	Roads and Drainage	Transportation	Local Option Sales Tax	Capital Improvements	
<u>ASSETS</u>						
Cash and cash equivalents	\$ 1,296,991	\$ 952,045	\$ 260,437	\$ -	\$ 1,365,695	\$ 3,875,168
Investments	153,130	-	-	903,285	-	1,056,415
Receivables						
Planning and zoning	228,810	-	-	-	-	228,810
Franchise and utility taxes	126,607	-	-	-	-	126,607
Due from other governments	45,779	8,871	31,200	20,869	245,740	352,459
Due from other funds	1,163,548	-	-	-	-	1,163,548
Total assets	3,014,865	960,916	291,637	924,154	1,611,435	6,803,007
<u>LIABILITIES</u>						
Accounts payable and accrued liabilities	239,695	104,635	-	-	70,823	415,153
Due to other governments	51,434	-	-	-	-	51,434
Deposits for planning and zoning	166,583	-	-	-	-	166,583
Due to other funds	-	-	291,637	871,911	-	1,163,548
Total liabilities	457,712	104,635	291,637	871,911	70,823	1,796,718
<u>DEFERRED INFLOWS OF RESOURCES</u>						
Local business taxes leived	88,463	-	-	-	-	88,463
Unavailable revenues	-	-	-	-	245,740	245,740
Total deferred inflows of resources	88,463	-	-	-	245,740	334,203
<u>FUND BALANCES</u>						
Restricted for:						
Roads and drainage	-	856,281	-	-	-	856,281
Infrastructure	-	-	-	52,243	-	52,243
Assigned for:						
Capital projects	-	-	-	-	1,294,872	1,294,872
Subsequent year's budget	617,173	-	-	-	-	617,173
Unassigned	1,851,517	-	-	-	-	1,851,517
Total fund balances	2,468,690	856,281	-	52,243	1,294,872	4,672,086
Total liabilities, deferred inflows of resources and fund balances	\$ 3,014,865	\$ 960,916	\$ 291,637	\$ 924,154	\$ 1,611,435	\$ 6,803,007

See notes to basic financial statements

TOWN OF LOXAHATCHEE GROVES, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Item 4.

Total fund balances - governmental funds (Page 18) \$ 4,672,086

Amounts reported for governmental activities in the statement
of net position are different as a result of:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of accumulated depreciation, in the net position of the government as a whole.

Cost of capital assets	\$ 16,800,897	
Accumulated depreciation	<u>(7,038,424)</u>	
		9,762,473

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Net pension liability	(1,501,951)	
Lease payable	(391,994)	
Accrued interest	(11,362)	
Compensated absences	<u>(27,368)</u>	
		(1,932,675)

Deferred outflows and inflows of resources related to pensions are applicable to future periods and, therefore, are not reported in the governmental funds

Deferred outflow of resources relating to pensions	684,385	
Deferred inflow of resources relating to pensions	<u>(165,089)</u>	
		519,296

Revenue collected outside of the period of availability is not available to pay for current period expenditures and therefore, is a deferred inflow in the funds.

	\$ 245,740	
		<u>245,740</u>

Net position of governmental activities (Page 16)		<u><u>\$ 13,266,920</u></u>
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See notes to basic financial statements

TOWN OF LOXAHATCHEE GROVES, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Major Funds					Total
	General Fund	Roads and Drainage	Transportation	Local Option Sales Tax	Capital Improvements	Governmental Funds
Revenues:						
Property taxes	\$ 1,527,667	\$ -	\$ -	\$ -	\$ -	\$ 1,527,667
Local option sales tax	-	-	-	335,791	-	335,791
Permits and franchise fees	1,018,682	-	-	-	-	1,018,682
Utility service taxes	575,043	-	-	-	-	575,043
Intergovernmental revenues	436,740	-	382,994	-	-	819,734
Charges for services	514,075	-	-	-	-	514,075
Fines and forfeitures	773,921	-	-	-	-	773,921
Maintenance assessments	-	1,517,154	-	-	-	1,517,154
Miscellaneous revenues	1,860	-	-	-	63,600	65,460
Interest	37,092	5,376	-	50,452	-	92,920
Total revenues	4,885,080	1,522,530	382,994	386,243	63,600	7,240,447
Expenditures:						
Current:						
General government	1,572,114	-	-	-	-	1,572,114
Public safety	1,596,191	-	-	-	-	1,596,191
Physical environment	-	2,155,802	-	-	-	2,155,802
Debt service:						
Principal	3,261	88,484	-	-	-	91,745
Interest	24	15,963	-	-	-	15,987
Capital outlay	10,125	324,546	-	-	1,574,267	1,908,938
Total expenditures	3,181,715	2,584,795	-	-	1,574,267	7,340,777
Excess (deficiency) of revenues over (under) expenditures	1,703,365	(1,062,265)	382,994	386,243	(1,510,667)	(100,330)
Other financing sources:						
Proceeds from sale of capital assets	-	163,700	-	-	-	163,700
Issuance of debt - leases	-	239,346	-	-	-	239,346
Transfers in	-	263,548	-	-	2,140,990	2,404,538
Transfers out	(1,320,853)	(484,691)	(382,994)	(334,000)	-	(2,522,538)
Total other financing sources	(1,320,853)	181,903	(382,994)	(334,000)	2,140,990	285,046
Net change in fund balances	382,512	(880,362)	-	52,243	630,323	184,716
Fund balance - beginning of year	2,086,178	1,736,643	-	-	664,549	4,487,370
Fund balance - ending	\$ 2,468,690	\$ 856,281	\$ -	\$ 52,243	\$ 1,294,872	\$ 4,672,086

See notes to basic financial statements

TOWN OF LOXAHATCHEE GROVES, FLORIDA
RECONCILIATION OF THE GOVERNMENTAL FUND STATEMENT OF
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE TO THE
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Net change in fund balances - total governmental funds (Page 18) \$ 184,716

Amounts reported for governmental activities in the statement
of activities are different as a result of:

Governmental funds report capital outlay as an expenditure. However, the cost of those capital assets is eliminated in the statement of activities and capitalized in the statement of net position.

Expenditures for capital assets	1,908,938	
Less current year depreciation	(1,058,090)	
Amounts reported as capital outlay not included in capital assets (not capitalized)	(6,132)	844,716

Debt issued provides current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position. Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.

Issuance of debt - leases	(239,346)	
Leases repayments	91,745	(147,601)

Under the modified accrual basis of accounting used in the governmental funds, revenues are not recognized until funds are measurable and available to finance current expenditures. In the statement of activities, however, which is presented on the accrual basis, revenues are reported when earned.

	245,740	245,740
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Some expenses reported in the statement of activities do not require the use of financial resources and, therefore, are not reported as expenditures in the governmental funds.

Change in net pension liability and related deferred amounts	(156,687)	
Deferred outflows of resources related to pensions	(38,044)	
Deferred inflow of resources related to pensions	69,399	
Accrued interest expense	(11,362)	
Current change in compensated absences	(2,004)	(138,698)

Change in net position of governmental activities (Page 15)	\$ 988,873	
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TOWN OF LOXAHATCHEE GROVES, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUND
SEPTEMBER 30, 2024

	<u>ASSETS</u>	Solid Waste Fund
Current assets:		
Cash and cash equivalents		\$ 308,026
Due from other governments		3,600
Total assets		<u>311,626</u>
	<u>LIABILITIES</u>	
Current liabilities:		
Accounts payable		<u>67,479</u>
Total current liabilities		<u>67,479</u>
	<u>NET POSITION</u>	
Unrestricted		<u>244,147</u>
Total net position		<u>\$ 244,147</u>

See notes to basic financial statements

TOWN OF LOXAHATCHEE GROVES, FLORIDA
STATEMENT OF REVENUES, EXPENSES
AND CHANGE IN NET POSITION
PROPRIETARY FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Solid Waste Fund
Operating revenues:	
Charges for services	\$ 586,929
Total operating revenues	<u>586,929</u>
Operating expenses:	
Solid waste contractor	680,186
Other expenses	<u>34,125</u>
Total operating expenses	<u>714,311</u>
Operating loss	<u>(127,382)</u>
Loss before transfers	(127,382)
Transfers in	<u>118,000</u>
Change in net position	<u>(9,382)</u>
Net position, beginning of year	<u>253,529</u>
Net position, ending	<u><u>\$ 244,147</u></u>

See notes to basic financial statements

TOWN OF LOXAHATCHEE GROVES, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Item 4.

	Solid Waste Fund
Cash flows from operating activities:	
Receipts from customers and users	\$ 586,929
Payments to suppliers	(702,353)
Operating grants	(691)
Net cash used in operating activities	<u>(116,115)</u>
Cash flows (used) by noncapital financing activities:	
Transfers from other funds	<u>118,000</u>
Net cash provided by noncapital financing activities	<u>118,000</u>
Net increase in cash and cash equivalents	1,885
Cash and cash equivalents, October 1	<u>306,141</u>
Cash and cash equivalents, September 30	<u>\$ 308,026</u>
Reconciliation of operating income (loss) to cash and cash equivalents used in operating activities:	
Operating income (loss)	<u>\$ (127,382)</u>
Adjustments to reconcile operating income (loss) to net cash used in operating activities:	
Changes in assets and liabilities:	
(Increase) decrease in:	
Due from other governments	(691)
Increase (decrease) in:	
Accounts payable	<u>11,958</u>
Total adjustments	<u>11,267</u>
Net cash used in operating activities	<u><u>\$ (116,115)</u></u>

See notes to basic financial statements

NOTES TO THE FINANCIAL STATEMENTS

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 4.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Town of Loxahatchee Groves, Florida (the "Town") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The Town's significant accounting policies are described below.

Reporting Entity

The Town was incorporated on November 1, 2006, as a municipal corporation, in accordance with Chapter 2006-328 under the Laws of the State of Florida, and was established to conduct a government, perform municipal functions, and provide services to its citizens, as provided by the Constitution of the State of Florida. The Town operates under a Council-Manager form of government. The Town Council is responsible for legislative and fiscal control of the Town. A Town Manager is appointed by the Town Council and is responsible for the administration of all Town affairs placed in the manager's charge by charter or action of the Town Council.

As required by generally accepted accounting principles, these financial statements include the Town (the primary government) and its component units. Component units are legally separate entities for which the Town is financially accountable. The Town is financially accountable if:

1. it appoints a voting majority of the organization's governing board and (1) it is able to impose its will on the organization, or (2) there is a potential for the organization to provide specific financial benefits to or impose specific financial burdens on the Town,
- or
2. the organization is fiscally dependent on the Town and (1) there is a potential for the organization to provide specific financial benefits to the Town or (2) impose specific financial burdens on the Town.

Organizations for which the Town is not financially accountable are also included when doing so is necessary in order to prevent the Town's financial statements from being misleading.

Based upon application of the above criteria, the Town of Loxahatchee Groves has determined that the Loxahatchee Groves Water Control District of Palm Beach County, Florida (District) is the only legally separate entities to consider as a potential component unit.

Although the District is legally separate from the Town, effective June 26, 2018, the District became a dependent district of the Town of Loxahatchee Groves, Florida with the Town Council acting as the Board of Supervisors, therefore the District meets the first test of financial accountability. The District does not issue separate financial statements and is reported as a blended component unit as the Roads and Drainage Fund, a special revenue fund type.

Government-wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements. The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the activities of the primary government. For the most part, the effect of inter-fund activity has been removed from these statements, except for inter-fund services provided and used. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Taxes and other items not included among program revenues are reported instead as general revenues.

When both restricted and unrestricted resources are available for use, it is the Town's policy to use restricted resources first, then unrestricted resources.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and the major individual enterprise fund are reported as separate columns in the fund financial statements.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 4.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses recorded when a liability is incurred, regardless of the timing of related cash flows. The Town does not accrue property tax revenues since the collection of these taxes coincides with the fiscal year in which levied, and since the Town consistently has no material uncollected property taxes at year end. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental Funds

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough afterwards to pay liabilities of the current period.

The Town considers revenues collected within 60 days of the year end to be available to pay liabilities of the current period.

Expenditures are generally recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures relating to compensated absences and claims and judgments are recorded only when payment is due. Property taxes, franchise taxes, licenses, interest revenue, intergovernmental revenues, and charges for services associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the Town.

The Town reports the following major governmental funds:

General Fund -This fund is the Town's primary operating fund. It is used to account for all financial resources except those required to be accounted for in another fund.

Transportation Fund – This fund accounts for the revenues and expenditures related to the Town's share of the State's 5th and 6th cent gas tax funds.

Local Option Sales Tax Fund – This fund accounts for the revenues and expenditures related to the Town's share of the 1 percent voter-approved local option sales tax levied county-wide.

Road and Drainage Fund – This fund accounts for the activities of the Town's dependent water control district.

Capital Improvement Fund – This fund accounts for the activity of long-lived capital improvements within the Town.

Proprietary Fund

The Town reports one major proprietary fund, the Solid Waste Fund, to account for the Town's residential solid waste operations, which are financed primarily by user charges.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Town's Solid Waste Fund are charges to customers for sales and services. Operating expenses for the Enterprise Fund include the cost of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Cash and Cash Equivalents

Cash and cash equivalents include amounts on deposit in demand accounts, money market accounts and certificate of deposits.

Statement of Cash Flows

For purposes of the statement of cash flows, the Town considers all short-term investments that are highly liquid to be cash equivalents. Cash equivalents are readily convertible to a known amount of cash, and at the day of purchase, have a maturity date no longer than three months.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 4.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. Prepaid items in governmental funds are accounted for using the consumption method.

Interfund Transactions

Activity between funds that is representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to" or "due from other funds". Any residual balance outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as internal balances.

Transfers and interfund balances totally within governmental activities and those that are totally within business-type activities are eliminated and not presented in the government-wide financial statements. Transfers and balances between governmental and business-type activities are presented in the government-wide financial statements.

Capital Assets

Capital assets are reported in the government-wide financial statements. Capital assets, excluding infrastructure assets, are defined by the Town as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of one year. Capital assets are recorded at historical cost if purchased or constructed. Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are recorded at acquisition value.

Depreciation has been provided over the useful lives using the straight-line method. The estimated useful lives are as follows:

Equipment	4 to 10 years
Buildings	15 to 40 years
Infrastructure	5 to 50 years

Compensated Absences

It is the Town's policy to permit employees to accumulate, within certain limits, earned but unused paid time off benefits, which will be paid to employees upon separation from the Towns' service. The Town uses the vesting method to accrue paid time off for employees who are eligible to receive payments upon separation, as well as those expected to become eligible in the future. A liability for accrued compensated absences of the governmental activities is not reported in the balance sheet of the governmental funds and, accordingly, represents a reconciling item between the fund and government-wide presentations.

Compensated absences are accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in the governmental fund only if they have matured.

Deferred Outflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position or fund balance that applies to a future period(s) and thus, will not be recognized as an outflow of resources (expense/expenditure) until then. The Town reports deferred outflows for pension items in connection with its participation in the Florida Retirement System in the government-wide statement of net position. These deferred pension charges are either (a) recognized in the subsequent period as a reduction of the net pension liability (which includes pension contributions made after the measurement date) or (b) amortized in a systematic and rational method as pension expense in future periods.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 4.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Deferred Inflows of Resources

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position or fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. There are three types of items that qualify for reporting in this category:

1. Pension items in connection with the Town's participation in the Florida Retirement System are reported in the government-wide statement of net position. These deferred pension charges are amortized in a systematic and rational method as pension expense in future periods.
2. Business tax receipts that are received by the Town prior to the period for which the taxes are levied are reported as deferred inflows on both the government-wide statement of net position and on the governmental funds balance sheet.
3. Special assessments that are not received within 60 days of the end of the fiscal year do not meet the availability criterion of the modified accrual basis of accounting, and therefore are reported as deferred inflows only on the governmental funds balance sheet.

Assessments

Maintenance assessments are non-ad valorem assessments on all platted lots within the District. Assessments are levied each November 1 on property as of the previous January 1 to pay for the operations and maintenance of the District. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. Assessments and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period.

Debt assessments are non-ad valorem assessments on certain benefited property within the District. Debt assessments were levied over ten years to pay for the debt service related to the Series 2011 Note which was issued to pay for four roadway pavement projects and a roadway bridge culvert crossing. Debt assessments receivable recorded in the Roads and Drainage Fund represent the balance of outstanding assessments levied by the Town to repay the outstanding debt. Debt assessments receivable are collected in annual installments in amounts sufficient to meet the annual debt service requirements in the same manner as maintenance assessments. Only the portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the amounts of assets, deferred outflows and inflows, liabilities, disclosure of contingent liabilities, revenues, and expenditures/expenses reported in the financial statements and accompanying notes. These estimates include assessing the collectability of receivables and the useful lives of capital assets. Although those estimates are based on management's knowledge of current events and actions it may undertake in the future, they may ultimately differ from actual results.

Net Position

Net position is the residual of all other elements presented in a statement of financial position. Net position is displayed in three categories: 1) net investment in capital assets, 2) restricted, 3) unrestricted. Net position invested in capital assets consists of capital assets reduced by accumulated depreciation. Net position is reported as restricted when there are legal limitations imposed on their use by Town legislation or external restrictions by other governments, creditors, or grantors. Unrestricted net position consists of all net position that does not meet the definition of either of the other two components.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 4.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fund Equity

There are five possible classifications of fund balance:

- Nonspendable fund balance represents amounts that are not in spendable form or are legally or contractually required to be maintained intact.
- Restricted fund balance represents amounts that can be spent only for specific purposes stipulated by external providers (e.g. creditors, grantors, contributor, or laws or regulations of other governments) or imposed by law through constitutional provisions or enabling legislation.
- Committed fund balance represents amounts that can be used only for the specific purposes pursuant to constraints imposed by Town Council by the adoption of an ordinance, the Town's highest level of decision making authority. Those committed amounts cannot be used for any other purpose unless the Town removes or changes the specified use by the adoption of an ordinance.
- Assigned fund balance includes spendable fund balance amounts that are intended to be used for specific purposes that are considered neither restricted nor committed. In accordance with the Town's fund balance policy, the Town Council or Town Manager may make assignments.
- Unassigned fund balance is the residual fund balance classification for the general fund. It is also used to report negative fund balances in other governmental funds.

When both restricted and unrestricted resources are available for use, it is the Town's policy to use restricted resources first, then unrestricted resources as they are needed. The Town will first use committed fund balance, then assigned fund balance, and then unassigned fund balance when expenditures are incurred for purposes for which any of the unrestricted fund balance classifications could be used.

Unassigned Fund Balance/Unrestricted Net Position

Maintaining an adequate fund balance or net position is essential to the Town's financial health. The unassigned fund balance and unrestricted net position will be considered adequate between a minimum of 25% and a maximum of 30% of the current year's operating appropriations, including transfers, for the General Fund; and minimum of 0% and a maximum of 25% of the current year's operating appropriations, including transfers, will be considered adequate unrestricted net position for the Enterprise Funds.

In the event that sufficient unassigned fund balance/unrestricted net position targets are not met, a proposed revenue enhancement and/or service level reduction plan to achieve the target will be submitted to the Council for the subsequent year budget consideration. The replenishment to the expected minimum level shall be completed within five years.

NOTE 2 – STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Budgetary Data

The Town follows these procedures in establishing the budgetary data reflected in the financial statements.

1. Prior to September 1, the Town Manager submits to the Town Council a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.
2. Public hearings are conducted to obtain taxpayer comments.
3. Prior to October 1, the budget is legally enacted through passage of two resolutions – one establishing a milage rate and another adopting the final budget.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 4.

NOTE 2 – STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY (CONTINUED)

Budgetary Data (Continued)

4. The Town prepares and adopts budgets for the General Fund, Roads and Drainage Fund, Local Option Sales Tax Fund, and Transportation Fund. No differences exist between the budgetary and GAAP basis of accounting. Budgeted amounts are as originally adopted, or as amended by the Town Council. If, at any time during the fiscal year, it appears probable to the Town Manager that the revenues available will be insufficient to meet the amount appropriated, the Town Manager shall report to the Council without delay, indicating the estimated amount of the deficit, any remedial action taken, and recommendations as to any other steps that should be taken. The Council shall then take such further action as it deems necessary to prevent or minimize any deficit and, for that purpose, the council may by resolution reduce one or more appropriations accordingly. The legal level of control (level of which expenditures may not exceed the budget) is at the fund level for the General Fund, Roads and Drainage Fund, Local Option Sales Tax Fund, and Transportation Fund.
5. Appropriations along with encumbrances lapse on September 30.
6. During the fiscal year ended September 30, 2024, there were no supplemental appropriations.

At September 30, 2024, there were \$821,214 of encumbrances in the Capital Improvement Program Fund.

Property Taxes

Under Florida law, the assessment of all properties and the collection of all county, municipal, and school board property taxes are consolidated in the offices of the County Property Appraiser and County Tax Collector. The laws of the State regulating tax assessment are also designed to assure a consistent property valuation method statewide.

The tax levy of the Town is established by the Town Council prior to October 1 of each year, and the Palm Beach County Property Appraiser incorporates the Town's millages into the total tax levy, which includes Palm Beach County and Palm Beach County School Board tax requirements. State statutes permit municipalities to levy property taxes at a rate of up to 10 mills (\$10 per \$1,000 of assessed taxable valuation). The tax rate for the Palm Beach County Fire/Rescue Municipal Service Taxing Unit (MSTU) is included in the 10 mills. On September 30, 2024, the MSTU millage rate was 3.4581 mills and the millage rate assessed by the Town was 3.0 for a total of 6.4581 mills (\$6.4581 per \$1,000 of taxable assessed valuation).

All property is reassessed according to its fair market value January 1 of each year, which is also the lien date. In November 1992, a Florida constitutional amendment was approved by the voters which provides for limiting the increases in homestead property valuations for Ad Valorem tax purposes to a maximum of 3% annually and also provides for reassessment of market values upon changes in ownership. Each assessment roll is submitted to the Executive Director of the State Department of Revenue for review to determine if the rolls meet all the appropriate requirements of state statutes.

All taxes are due and payable on November 1 of each year or as soon thereafter as the assessment roll is certified and delivered to the Tax Collector. Taxes may be paid less a discount beginning November 1. Discounts are allowed for early payment at the rate of 4% in the month of November, 3% in the month of December, 2% in the month of January and 1% in the month of February.

The taxes paid in March are without discount. All unpaid taxes become delinquent on April 1, following the year in which they are assessed. On or prior, to June 1 following the tax year, certificates are sold for all delinquent taxes on real property. After the sale, tax certificates bear interest of 18% per year or any lower rate bid by the buyer. Application for a tax deed on any unredeemed tax certificates may be made by the certificate holder after a period of two years. Delinquent taxes on personal property bear interest of 18% per year until the tax is satisfied either by seizure and sale of the property or by the five year statute of limitations.

NOTE 3 – DEPOSITS AND INVESTMENTS

Deposits

As of September 30, 2024, the carrying amounts of the Town's deposits and bank balances were \$4,171,097. All cash deposits are covered by FDIC insurance or the multiple financial institution collateral pool administered by the State of Florida. The collateral pool was created pursuant to the Florida Security for Deposits Act, Chapter 280, Florida Statutes. The Town also had \$300 of petty cash.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 4.

NOTE 3 – DEPOSITS AND INVESTMENTS (CONTINUED)

Deposits (continued)

The collateral pool consists of assets pledged to the State Treasurer by financial institutions that comply with the requirements of Florida Statutes and have been thereby designated as "qualified public depositories". Therefore, the Town's entire bank balance \$4,171,097 is insured either by Federal depository insurance or is collateralized with securities pursuant to the Florida Security for Public Deposits Act. The Town's deposits at year end are considered insured for custodial credit risk purposes.

Investments

The Town adopted an investment policy on August 5, 2008, which is consistent with the requirements of State Statute 218.415. In accordance with Section 218.415 of the Florida Statutes, the Town is authorized to invest in obligations of the U.S. Treasury, its agencies and instrumentalities and in the Local Government Surplus Trust Funds administered by the State Board of Administration (SBA). The policy was subsequently amended to include the Florida Municipal Investment Trust administered by the Florida League of Cities.

The Florida Municipal Investment Trust (FMIvT) was created under the laws of the State of Florida to provide eligible units of local government with an investment vehicle to pool their surplus funds and to reinvest such funds in one or more investment portfolios under the direction and daily supervision of an investment advisor. The Florida League of Cities serves as the administrator, investment manager and secretary-treasurer of the Trust.

The FMIvT is a Local Government Investment Pool and is considered an external investment pool for GASB reporting purposes. The Town reports its investment in the FMIvT at fair value in accordance with the GASB 72 fair value hierarchy.

GASB 72 requires governments to disclose the fair value hierarchy for each type of asset or liability measured at fair value in the notes to the financial statements. The standard also requires governments to disclose a description of the valuation techniques used in the fair value measurement and any significant changes in valuation techniques. GASB 72 establishes a three tier fair value hierarchy. The hierarchy is based on valuation inputs used to measure the fair value as follows:

Level 1: Inputs are directly observable, quoted prices in active markets for identical assets or liabilities.

Level 2: Inputs are other than quoted prices included within Level 1 that are for the asset or liability, either directly or indirectly. These inputs are derived from or corroborated by observable market data through correlation or by other means.

Level 3: Inputs are unobservable inputs used only when relevant Level 1 and Level 2 inputs are unavailable.

The level in which an asset is assigned is not indicative of its quality but an indication of the source of valuation inputs.

As of September 30, 2024, the Town had \$1,056,415 invested in the FMIvT 0-2 Year High Quality Bond Fund, which was categorized as Level 2 and was valued using a matrix pricing technique. Matrix pricing values securities based on the securities relationship to benchmark quoted prices. The weighted average maturity was 0.9 years and the fund was rated AAAf/S1 by Fitch.

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The Town's investment policy states that interest rate risk will be minimized by:

1. Structuring the investment portfolio so that the securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
2. Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 4.

NOTE 4 – CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2024, was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental activities:				
Capital assets, not being depreciated nor amortized:				
Land	\$ 573,337	\$ -	\$ -	\$ 573,337
Construction in progress	1,045,942	-	(1,045,942)	-
Total capital assets, not being depreciated nor amortized	1,619,279	-	(1,045,942)	573,337
Capital assets, being depreciated and amortized:				
Building	563,256	-	-	563,256
Equipment	1,504,782	89,195	-	1,593,977
Equipment - leases	406,197	239,346	-	645,543
Infrastructure	10,804,577	2,620,207	-	13,424,784
Total capital assets, being depreciated and amortized	13,278,812	2,948,748	-	16,227,560
Less: accumulated depreciation and amortization for:				
Building	(175,366)	(14,581)	-	(189,947)
Equipment	(1,092,855)	(93,744)	-	(1,186,599)
Equipment - leases	(131,445)	(137,095)	-	(268,540)
Infrastructure	(4,580,668)	(812,670)	-	(5,393,338)
Total accumulated depreciation and amortization	(5,980,334)	(1,058,090)	-	(7,038,424)
Total capital assets, being depreciated and amortized, net	7,298,478	1,890,658	-	9,189,136
Governmental activities capital assets, net	\$ 8,917,757	\$ 1,890,658	\$ (1,045,942)	\$ 9,762,473

Depreciation expense of \$14,230 was charged to the general government function and \$1,043,860 was charged to the physical environment functions of the Town.

NOTE 5 – LONG-TERM LIABILITIES

Changes in Long-Term Liabilities

The following is a summary of changes in the long-term liabilities during the fiscal year.

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
Compensated absences	\$ 25,364	\$ 2,004	\$ -	\$ 27,368	\$ 6,842
Net pension liability	1,345,264	156,690	-	1,501,954	-
Lease liability	244,393	239,346	(91,745)	391,994	112,340
	<u>\$ 1,615,021</u>	<u>\$ 398,040</u>	<u>\$ (91,745)</u>	<u>\$ 1,921,316</u>	<u>\$ 119,182</u>

Compensated absences and net pension liabilities are expected to be paid out of the General and Roads and Drainage funds.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 4.

NOTE 6 – OTHER POST EMPLOYMENT BENEFITS (OPEB)

At September 30, 2024, management has determined the amount of OPEB liabilities of the Town were not significant, therefore no liability or expense was recorded.

NOTE 7 – FLORIDA RETIREMENT SYSTEM

General Information

All full-time employees participate in the Florida Retirement System (FRS). The FRS was created in Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees.

The FRS was amended in 1998 to add the Deferred Retirement Option Program (DROP) under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the Florida Retirement System Investment Plan. Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy (HIS) Program, a cost sharing multiple employer defined benefit pension plan, to assist retired members of any state administered retirement system in paying the costs of health insurance.

Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of the two cost-sharing, multiple-employer defined benefit plans and other nonintegrated programs.

The State of Florida annually issues a publicly available financial report that includes financial statements and required supplementary information for the FRS. The latest available report may be obtained by writing to the State of Florida Division of Retirement, Department of Management Services, P.O. Box 9000, Tallahassee, Florida 32315-9000 or calling toll free at 877-377-1737. The report is also available at the Florida Department of Management Services web site www.dms.myflorida.com.

Significant Accounting Policies

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Florida Retirement System Pension Plan (FRSP) and the Florida Retirement System Health Insurance Subsidy Program and additions to/deduction from the FRSP and HIS fiduciary net position have been determined on the same basis as they are reported by FRSP and HIS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Plan Description

The FRS Pension Plan is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program (DROP) for eligible employees. The general classes of membership are as follows:

- Regular Class
- Senior Management Service Class

Employees enrolled in the Plan prior to July 1, 2011, vest at six years of creditable service and employees enrolled in the Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service.

Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the Plan to defer receipt of monthly benefit payments while continuing employment with an FRS employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate, except that certain instructional personnel may participate for up to 96 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 4.

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Pension Plan

Benefits Provided

Benefits under the Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits.

The following table shows the percentage value for each year of service credit earned:

<u>Class, Initial Enrollment, and Retirement Age / Years of Service</u>	<u>% Value</u>
Regular Class members initially enrolled before July 1, 2011	
Retirement up to age 62 or up to 30 years of service	1.60
Retirement up to age 63 or with 31 years of service	1.63
Retirement up to age 64 or with 32 years of service	1.65
Retirement up to age 65 or with 33 or more years of service	1.68
Regular Class members initially enrolled on or after July 1, 2011	
Retirement up to age 65 or up to 33 years of service	1.60
Retirement up to age 66 or with 34 years of service	1.63
Retirement up to age 67 or with 35 years of service	1.65
Retirement up to age 68 or with 36 or more years of service	1.68
Special Risk Class	
Service from December 1, 1970 through September 30, 1974	2.00
Service on or after October 1, 1974	3.00
Senior Management Service Class	2.00

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of living adjustment is 3 percent per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3 percent determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3 percent. Plan members initially enrolled on or after July 1, 2011 will not have a cost-of-living adjustment after retirement.

Contributions

Effective July 1, 2011, all enrolled members of the FRS, other than DROP participants, are required to contribute three percent of their salary to the FRS. In addition to member contributions, governmental employers are required to make contributions to the FRS based on state-wide contribution rates established by the Florida Legislature. These rates are updated as of July 1 of each year.

The employer contribution rates by job class For the fiscal year ended September 30, 2024 were as follows:

Class	July 1, 2023 through June 30, 2024	July 1, 2024 through September 30, 2024
Regular class	13.57%	13.63%
Senior management service class	34.52%	34.52%
Special risk class	32.67%	32.79%
DROP	21.13%	21.13%

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 4.

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Pension Plan (Continued)

Contributions (continued)

Except for the DROP, the employer contribution rates include a 2.00% HIS Plan subsidy. The rates also include 0.06% for administrative costs of the Public Employee Optional Retirement Program.

For the fiscal year ended September 30, 2024, the Town made contributions of \$155,527 to the Pension Plan and the Town's employees made contributions of \$25,298, for total contributions of \$180,825.

Pension Liabilities and Pension Expense

At September 30, 2024, the Town reported a liability of \$1,018,064 for its proportionate share of the Pension Plan's net pension liability. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2024. The Town's proportionate share of the net pension liability was based on the Town's 2023-2024 plan year contributions relative to the 2023-2024 plan year contributions of all participating members. At June 30, 2024, the Town's proportionate share was 0.002631695 percent, which was an increase of 0.000170331 percent from its proportionate share measured as of June 30, 2023.

For the fiscal year ended September 30, 2024, the Town recognized pension expense of \$235,085 related to the Plan.

Deferred Outflows and Inflows of Resources Related to Pensions

The Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 102,852	\$ -
Change of assumptions	139,535	-
Net difference between projected and actual earnings on FRS pension plan investments	-	67,666
Changes in proportion and differences between Authority FRS contributions and proportionate share of contributions	182,520	13,741
Authority FRS contributions subsequent to measurement date	30,500	-
Total	<u>\$ 455,407</u>	<u>\$ 81,407</u>

The deferred outflows of resources totaling \$30,500 resulting from Town contributions to the Plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources will be recognized in pension expense as follows:

Fiscal Year End	Deferred Outflows/(Inflows), net
2025	\$ 68,195
2026	206,113
2027	42,243
2028	14,650
2029	12,299
Total	<u>\$ 343,500</u>

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 4.

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Pension Plan (Continued)

Actuarial Assumptions

The total pension liability in the June 30, 2024 actuarial valuation was determined using the following actuarial assumptions:

Valuation date	July 1, 2024
Measurement date	June 30, 2024
Inflation	2.40%
Salary Increases	3.50%, average, including inflation
Investment rate of return	6.70%, net of pension plan investment expense, including inflation
Mortality	PUB-2010 base table varies by member category and sex; projected generationally with Scale MP-2018
Actuarial cost method	Individual Entry Age

The actuarial assumptions used in the July 1, 2024, valuation were based on the certain results of an actuarial experience study of the FRS for the period July 1, 2014 through June 30, 2019.

The long-term expected rate of return assumption of 6.70% consists of two building block components: 1) a real return of 4.20%; and 2) a long-term average annual inflation assumption of 2.40% as adopted in October 2024 by the FRS Actuarial Assumption Conference.

The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation ¹	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0%	3.3%	3.3%	1.1%
Fixed income	29.0%	5.7%	5.6%	3.9%
Global equity	45.0%	8.6%	7.0%	18.2%
Real estate	12.0%	8.1%	6.8%	16.6%
Private equity	11.0%	12.4%	8.8%	28.4%
Strategic investments	2.0%	6.6%	6.2%	8.7%
	<u>100%</u>			
Assumed inflation-Mean			2.4%	1.5%

Note: (1) As outlined in the Plan's investment policy

Discount Rate

The discount rate used to measure the total pension liability was 6.70%. The Pension Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculation the total pension liability is equal to the long-term expected rate of return.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 4.

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Pension Plan (Continued)

Sensitivity of the Town's Proportionate Share of the Net Position Liability to Changes in the Discount Rate

The following represents the Town's proportionate share of the net pension liability calculated using the discount rate of 6.70%, as well as what the Town's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (5.70%) or one percentage point higher (7.70%) than the current rate:

	1% Decrease 5.70%	Current Discount Rate 6.70%	1% Increase 7.70%
Town's proportionate share of the net pension liability	\$ 1,790,738	\$ 1,018,064	\$ 370,785

Pension Plan Fiduciary Net Position

Detailed information regarding the Pension Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report.

Payables to the Pension Plan

At September 30, 2024, the Town did not have a payable for outstanding contributions to the Pension Plan for the fiscal year ended September 30, 2024.

Plan Description

The HIS Plan is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Retiree Health Insurance Subsidy (HIS) Program

Benefits Provided

For the fiscal year ended September 30, 2024, eligible retirees and beneficiaries received a monthly HIS payment of \$5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$30 and a maximum HIS payment of \$150 per month. To be eligible to receive these benefits, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions

The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended September 30, 2024, the HIS contribution was 2.00%. The Town contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or cancelled.

The Town's contributions to the HIS Plan totaled \$27,734 for the fiscal year ended September 30, 2024.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 4.

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Retiree Health Insurance Subsidy (HIS) Program (Continued)

Pension Liabilities and Pension Expense

At September 30, 2024, the Town reported a liability of \$483,887 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2024.

The Town's proportionate share of the net pension liability was based on the Town's 2023-2024 plan year contributions relative to the 2023-2024 plan year contributions of all participating members. At June 30, 2024, the Town's proportionate share was 0.003225705 percent, which was an increase of 0.000930653 percent from its proportionate share measured as of June 30, 2024.

For the fiscal year ended September 30, 2024, the Town recognized pension expense of \$23,637.

Deferred Outflows and Inflows of Resources Related to Pensions

In addition, the Town reported deferred outflows of resources and deferred in flows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 4,672	\$ 929
Change of assumptions	8,564	57,286
Net difference between projected and actual earnings on FRS pension plan investments	-	175
Changes in proportion and differences between Authority FRS contributions and proportionate share of contributions	209,712	25,292
Authority FRS contributions subsequent to measurement date	6,030	-
	<u>\$ 228,978</u>	<u>\$ 83,682</u>

The deferred outflows of resources totaling \$6,030 resulting from Town contributions to the Plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2025.

Other amounts reported as deferred outflows of resources and deferred inflows of resources will be recognized in pension expense as follows:

Fiscal Year End	Deferred Outflows/(Inflows), net
2025	\$ 35,691
2026	36,465
2027	21,460
2028	19,570
2029	20,109
Thereafter	5,971
Total	<u>\$ 139,266</u>

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 4.

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Retiree Health Insurance Subsidy (HIS) Program (Continued)

Actuarial Assumptions

The total pension liability in the July 1, 2024, actuarial valuation was determined using the following actuarial assumptions:

Valuation date	July 1, 2024
Measurement date	June 30, 2024
Inflation	2.40%
Salary Increases	3.50%, average, including inflation
Municipal bond rate	3.93%
Investment rate of return	N/A
Mortality	Generational PUB-2010 base table varies by member category and sex; projected generationally with Scale MP-2018
Actuarial cost method	Individual Entry Age

For the July 1, 2024 valuation date the municipal bond rate changed from 3.65% to 3.93%.

The actuarial assumptions used in the July 1, 2024, valuation were based on the results of an actuarial experience study for the period July 1, 2014 through June 30, 2019.

Discount Rate

The discount rate used to measure the total pension liability was 3.93%, which increased from the discount rate of 3.65% as of June 30, 2023. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date.

Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Sensitivity of the Town's Proportionate Share of the Net Position Liability to Changes in the Discount Rate

The following represents the Town's proportionate share of the net pension liability calculated using the discount rate of 3.93%, as well as what the Town's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (2.93%) or one percentage point higher (4.93%) than the current rate:

	1% Decrease 2.93%	Current Discount Rate 3.93%	1% Increase 4.93%
Town's proportionate share of the net pension liability	\$ 550,843	\$ 483,887	\$ 428,303

Pension Plan Fiduciary Net Position

Detailed information regarding the HIS Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report.

Payables to the Pension Plan

At September 30, 2024, the Town did not have a payable for outstanding contributions to the HIS Plan for the fiscal year ended September 30, 2024.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 4.

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Summary Data

The following table provides a summary of significant information related to the Florida Retirement System defined benefit plans for the year ended September 30, 2024.

Plan	NET PENSION LIABILITY	DEFERRED OUTFLOW OF RESOURCES	DEFERRED INFLOW OF RESOURCES	PENSION EXPENSE
Florida Retirement System (FRS)	\$ 1,018,064	\$ 455,407	\$ (81,407)	\$ 235,085
Florida Retirement System (HIS)	483,887	228,978	(83,682)	23,637
Totals	<u>\$ 1,501,951</u>	<u>\$ 684,385</u>	<u>\$ (165,089)</u>	<u>\$ 258,722</u>

Investment Plan

Plan Description

The Florida Retirement System Investment Plan is a defined contribution retirement plan qualified under Section 401(a) of the Internal Revenue Code. The Florida Legislature enacted the Plan during the 2000 legislative session, and amendments to the Plan can only be made by an act of the Florida Legislature. The Plan is administered by the State Board of Administration of Florida. The Investment Plan is reported in the SBA's annual financial statements and in the State of Florida Comprehensive Annual Financial Report.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined benefit plan. Town employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature.

Funding Policy

The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular Class, Elected Officers, etc.), as the defined benefit Pension Plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Costs of administering the Investment Plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 0.06 percent of payroll and by forfeited benefits of plan members.

Participating employers are required to make contributions based upon statewide contributions rates. The contribution rates by job class for the Town's employees for the fiscal year ended September 30, 2024, are as follows:

Class	July 1, 2023 through June 30, 2024	July 1, 2024 through September 30, 2024
Regular class	13.57%	13.63%
Senior management service class	34.52%	34.52%

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 4.

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Investment Plan (Continued)

For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the Pension Plan is transferred to the Investment Plan, the member must have the years of service required for Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Nonvested employer contributions are placed in a suspense account for up to five years. If the employee returns to FRS-covered employment within the five-year period, the employee will regain control over their account. If the employee does not return within the five-year period, the employee will forfeit the accumulated account balance. For the fiscal year ended September 30, 2024, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the Town.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump sum distribution, leave the funds invested for future distribution, or any combination of these options.

Disability coverage is provided; the member may either transfer the account balance to the Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the Pension Plan or remain in the Investment Plan and rely upon that account balance for retirement income.

The Town's Investment Plan pension expense totaled \$81,198 for the fiscal year ended September 30, 2024.

NOTE 8 – INTERFUND ACTIVITY

Receivables and Payables

The composition of interfund balances as of September 30, 2024 is as follows:

Receivable Fund	Payable Fund	Amount
General	Transportation	\$ 291,637
General	Local Option Sales Tax	871,911
	Total	<u>\$ 1,163,548</u>

The interfund balances resulted from the time lag between the dates that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made. All of the above amounts are expected to be repaid shortly after year-end from available current assets and next year funding.

Transfers

Interfund transfers during the year ended September 30, 2024, are as follows:

Transfers Out	Transfers In	Amount	Purpose
General	Capital Improvements	\$ 1,202,853	To provide capital funds
General	Solid Waste	118,000	To provide operational funds
Transportation	Roads and Drainage	263,548	To provide operational funds
Transportation	Capital Improvements	119,446	To provide capital funds
Roads and Drainage	Capital Improvements	484,691	To provide capital funds
Local Option Sales Tax	Capital Improvements	334,000	To provide capital funds
		<u>\$ 2,522,538</u>	

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 4.

NOTE 9 – LEASES

In July 10, 2021, the Town entered into a three (3) year lease as lessee for a utility tractor. A lease liability was recorded as of July 10, 2021 in the amount of \$157,812. The Town is required to make annual fixed payments of \$55,426. The lease has a fixed interest rate of 3.54%.

In January 1, 2023, the Town entered into a three (3) year lease as lessee for a motor grader. A lease liability was recorded as of January 1, 2023 in the amount of \$236,620. The Town is required to make annual fixed payments of \$49,021. The lease has an imputed interest rate of 7.50%.

In June 18, 2019, the Town entered into a five (5) year lease as lessee for a copier. A lease liability was recorded as of October 1, 2021 in the amount of \$11,765. The Town is required to make monthly fixed payments of \$365. The lease has an imputed interest rate of 1.77%.

In January 10, 2024, the Town entered into a three (3) year lease as lessee for a utility vehicle. An initial lease liability was recorded in the amount of \$239,346. The Town is required to make monthly fixed payments of \$90,476. The lease has an imputed interest rate of 6.56%.

The following schedule details minimum lease payments to maturity for the Town's leases payable at September 30, 2024:

Year Ending September 30,	Principal	Interest	Total Debt Service
2025	\$ 112,340	\$ 27,158	\$ 139,498
2026	194,752	19,433	214,185
2027	84,902	5,575	90,477
	<u>\$ 391,994</u>	<u>\$ 52,166</u>	<u>\$ 444,160</u>

NOTE 10 – RISK MANAGEMENT

The Town is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters. The Town has joined with other municipalities in the State participating in the Florida League of Cities Municipal Self Insurance Program, (the Program) a public entity risk pool currently operating as a common risk management and insurance program. The inter-local agreement with the Florida League of Cities Municipal Self Insurance Program provides that the Program will be self-sustaining through member premiums and will reinsure through commercial companies.

Florida Statutes limit the Town's maximum loss for most liability claims to \$200,000 per person and \$300,000 per occurrence under the Doctrine of Sovereign Immunity. However, under certain circumstances, a plaintiff can seek to recover damages in excess of statutory limits by introducing a claims bill to the Florida Legislature. The limits addressed in Florida Statutes do not apply to claims filed in Federal courts. There have been no significant reductions in insurance coverage in the prior year. No settlements exceeded insurance coverage for the past three years.

The Town is a defendant in various lawsuits arising in the ordinary course of normal operations. Although the ultimate outcome of these lawsuits cannot be determined at the present time, it is the opinion of legal counsel that the likelihood of unfavorable outcome and the amounts of potential losses cannot be reasonably determined for all claims at this time.

NOTE 11 – COMMITMENTS AND CONTINGENCIES

Agreement with Palm Beach County for Law Enforcement Services

On June 6, 2017, the Town executed a new agreement with Palm Beach County for law enforcement services, for an annual amount of \$610,000 for the fiscal year ending September 30, 2018. Absent a notice of termination, the agreement renews annually subject to the costing proposal by the Sheriff. Effective October 1, 2018, the first amendment to the contract was for an annual amount of \$622,200 for the fiscal year ending September 30, 2020. The second amendment was approved September 27, 2019 for an additional twelve months at the same amount. The third amendment was approved September 8, 2020 for an additional twelve months at the same amount. The fourth amendment was approved August 8, 2021 for an additional twelve months at the same amount.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 4.

NOTE 11– COMMITMENTS AND CONTINGENCIES (CONTINUED)

Fire Protection and Emergency Medical Services

The Town has opted into the County's Fire-Rescue Municipal Services Taxing Unit ("MSTU") for the provision of fire rescue, fire protection, and related services from the County. The tax for the MSTU is included in the maximum 10 mills the Town is legally allowed to assess. On September 30, 2024, the MSTU millage rate was 3.4581 mills.

Solid Waste and Recycling Collection Franchise Agreement

In September 2019, the contract for waste and recycling collection services was awarded to Coastal Waste & Recycling of Palm Beach County, LLC effective October 1, 2019 through December 31, 2026. There are two renewal options in this agreement each for an additional two-year period. The contract also grants the contractor the exclusive right to provide service directly to commercial operations. The contract provides for the ability to adjust rates; accordingly, commercial rates were increased to market values based on local rates for commercial solid waste services in neighboring municipalities effective October 1, 2022 resulting in a corresponding decrease in residential rates to \$400 per unit effective January 1, 2023.

Lines of Credit

On December 10, 2020, the Town entered into a \$500,000 Emergency Revolving Line of Credit with Bank United, at a variable interest rate equal to Prime Rate, but not less than 3.25% adjusted on the 1st day of each month. The Emergency Revolving Line of Credit is to provide emergency funds until such time as FEMA or State proceeds are received or is to be repaid by budgeted non-ad valorem revenues. The Emergency Revolving Line of Credit is valid for twelve months unless renewed. There have been no draws on the line of credit.

On June 7, 2022, the line was renewed for an additional thirty-six months at an interest rate of the Bank United Prime Rate.

Approved Bonds

On March 15, 2017, a referendum to use gas tax funds and if necessary, infrastructure sales tax funds, in support of issuing bonds in an amount not to exceed \$6,000,000 for new road construction was approved. On June 6, 2017, the Town Council approved Resolution No. 2017-31 authorizing the issuance of Roadway Improvement Revenue Bonds not exceeding \$6,000,000 and pledging the Town's Gas Tax Revenues and Sales Surtax Revenues; however, no Bonds have been issued as of April XX, 2025.

On March 12, 2019, a referendum authorizing the issuance of Bonds not to exceed \$4,000,000 to finance the fifty percent owner contribution portion of the costs of roadway improvements to be repaid by special assessments from the affected property owners, known as the 50% bonds; however, no Bonds have been issued as of April XX, 2025.

Building and Code Services

The Town entered into a contract with SAFEbuilt effective August 1, 2021 to provide "turnkey" building and code services, replacing the interlocal agreement with Palm Beach County for building permitting and inspections as of January 3, 2022. In order for the Town to establish its own permitting and inspection's function, the Town adopted the Florida Building Code as well as local amendments allowed by Section 553.73(4)(a), Florida Statutes. The local amendments included in the ordinance are generally those adopted by Palm Beach County, along with inclusion by reference of certain Town codes significant to the building function such as Agricultural Uses, Floodplain Management, Tree Mitigation and Land Clearing. Concurrent with adoption of the building code, the Town also adjusted and amended its schedule of rates, fees and charges for planning, zoning, permitting, code enforcement and other services to encompass all services provided by the Town, including those previously provided by the County. The contract with SAFEbuilt provides for payment to be made to the contractor for permitting services based on 90% of revenues while code services are at an hourly rates of \$75 per hour for annualized estimated net total cost of approximately \$133,000 in the first year.

REQUIRED SUPPLEMENTARY INFORMATION

TOWN OF LOXAHATCHEE GROVES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL - GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual	Variance with Final Budget Positive/(Negative)
	Original	Final		
Revenues:				
Property taxes	\$ 1,502,208	\$ 1,502,208	\$ 1,527,667	\$ 25,459
Permits and franchise fees	896,800	896,800	1,018,682	121,882
Utility service taxes	496,000	496,000	575,043	79,043
Intergovernmental revenues	422,000	422,000	436,740	14,740
Charges for services	391,500	391,500	514,075	122,575
Fines and forfeitures	10,000	10,000	773,921	763,921
Miscellaneous revenues	1,000	1,000	1,860	860
Interest	5,000	5,000	37,092	32,092
Total revenues	3,724,508	3,724,508	4,885,080	1,160,572
Expenditures:				
General government	1,487,056	1,487,056	1,630,601	(143,545)
Law enforcement	661,000	661,000	660,092	908
Planning, zoning, and code enforcement	700,330	700,330	887,737	(187,407)
Debt service				
Principal	-	-	3,261	(3,261)
Interest	-	-	24	(24)
Total expenditures	2,848,386	2,848,386	3,181,715	(333,329)
Excess (deficiency) of revenues over (under) expenditures before other financing uses	876,122	876,122	1,703,365	827,243
Other financing sources:				
Transfer in	506,059	506,059	-	506,059
Transfer out	(1,382,181)	(1,382,181)	(1,320,853)	(61,328)
Total other financing sources	(876,122)	(876,122)	(1,320,853)	444,731
Net change in fund balance	\$ -	\$ -	382,512	\$ (382,512)
Fund balance - beginning of year			2,086,178	
Fund balances - ending			<u>\$ 2,468,690</u>	

See notes to basic financial statements

TOWN OF LOXAHATCHEE GROVES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -
BUDGET AND ACTUAL - SPECIAL REVENUE FUND - ROADS AND DRAINAGE FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual	Variance with Final Budget Positive/(Negative)
	Original	Final		
Revenues:				
Maintenance assessments	\$ 1,530,757	\$ 1,530,757	\$ 1,517,154	\$ (13,603)
Miscellaneous revenues	5,000	5,000	-	(5,000)
Interest	-	-	5,376	5,376
Total revenues	1,535,757	1,535,757	1,522,530	(13,227)
Expenditures:				
Public works	2,262,610	2,262,610	2,155,802	106,808
Debt service				
Principal	-	-	88,484	(88,484)
Interest	-	-	15,963	(15,963)
Capital outlay	12,333	12,333	324,546	(312,213)
Total expenditures	2,274,943	2,274,943	2,584,795	(309,852)
Excess (deficiency) of revenues over (under) expenditures before other financing uses	(739,186)	(739,186)	(1,062,265)	(323,079)
Other financing sources:				
Proceeds from sale of capital assets	-	-	163,700	(163,700)
Issuance of debt - leases	-	-	239,346	(239,346)
Transfer in	1,223,877	1,223,877	263,548	960,329
Transfers out	(484,691)	(484,691)	(484,691)	-
Total other financing sources	739,186	739,186	181,903	557,283
Net change in fund balance	\$ -	\$ -	(880,362)	\$ 880,362
Fund balance - beginning of year			1,736,643	
Fund balances - ending			\$ 856,281	

See notes to basic financial statements

TOWN OF LOXAHATCHEE GROVES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -
BUDGET AND ACTUAL - SPECIAL REVENUE FUND - TRANSPORTATION FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual	Variance with Final Budget Positive/(Negative)
	Original	Final		
Revenues:				
Intergovernmental revenues	\$ 406,386	\$ 406,386	\$ 382,994	\$ (23,392)
Total revenues	406,386	406,386	382,994	(23,392)
Expenditures:	-	-	-	-
Excess (deficiency) of revenues over (under) expenditures before other financing uses	406,386	406,386	382,994	(23,392)
Other financing sources:				
Transfers out	(406,386)	(406,386)	(382,994)	(23,392)
Total other financing sources	(406,386)	(406,386)	(382,994)	(23,392)
Net change in fund balance	\$ -	\$ -	-	\$ -
Fund balance - beginning of year			-	
Fund balances - ending			\$ -	

See notes to basic financial statements

TOWN OF LOXAHATCHEE GROVES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -
BUDGET AND ACTUAL - SPECIAL REVENUE FUND - LOCAL OPTION SALES TAX
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual	Variance with Final Budget Positive/(Negative)
	Original	Final		
Revenues:				
Local option sales tax	\$ 334,000	\$ 334,000	\$ 335,791	\$ 1,791
Interest	-	-	50,452	50,452
Total revenues	334,000	334,000	386,243	52,243
Expenditures:	-	-	-	-
Excess (deficiency) of revenues over (under) expenditures before other financing uses	334,000	334,000	386,243	52,243
Other financing sources:				
Transfers out	(334,000)	(334,000)	(334,000)	-
Total other financing sources	(334,000)	(334,000)	(334,000)	-
Net change in fund balance	\$ -	\$ -	52,243	\$ (52,243)
Fund balance - beginning of year			-	
Fund balances - ending			\$ 52,243	

See notes to basic financial statements

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

Item 4.

Note 1 - Basis of Accounting

Budgetary comparison schedules are presented for the General, Roads and Drainage, Local Option Sales Tax, and Transportation Funds, as required by generally accepted accounting principles. The budgetary process is described in Note 2 to the financial statements. Budgets are adopted on a basis consistent with generally accepted accounting principles.

Note 2 - Stewardship, Compliance, and Accountability

Appropriations are legally controlled at the fund level for all funds. Expenditures may not legally exceed budgeted appropriations at that level. During the fiscal year ended September 30, 2024, expenditures exceeded appropriations in the following:

General Fund	
General Government	\$ 139,891
Planning, zoning, and code enforcement	191,061
Principal	3,261
Interest	24
Roads and Drainage Fund	
Principal	88,484
Interest	15,963
Capital Outlay	31,213

The increase in the General Fund for general government expenditures was caused by a greater than anticipated need for legal services. The increase in the General Fund for Planning, zoning, and code enforcement was caused by a greater than anticipated need for cost recovery expenditures and professional services. The debt service expenditures and capital outlay unfavorable variances were caused by the adoption of GASBS 87.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF EMPLOYER CONTRIBUTIONS
FLORIDA RETIREMENT SYSTEM PENSION PLAN (FRS)

Last Ten Fiscal Years

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Contractually required FRS contribution	\$ 32,722	\$ 34,576	\$ 10,252	\$ 7,440	\$ 18,804	\$ 31,920	\$ 39,460	\$ 78,346	\$ 98,784	\$ 155,527
FRS contributions in relation to the contractually required contribution	(32,722)	(34,576)	(10,252)	(7,440)	(18,804)	(31,920)	(39,460)	(78,346)	(98,784)	(155,527)
FRS contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Town's covered payroll	251,455	226,503	172,507	101,638	194,113	208,324	259,237	486,879	586,004	843,243
FRS contribution as a percentage of covered payroll	13.01%	15.27%	5.94%	7.32%	9.69%	15.32%	15.22%	16.09%	16.86%	18.44%

Note: This schedule is intended to show information for the last ten (10) fiscal years. For years prior to 2015, data is unavailable. Additional years will be presented as they become available. The Loxahatchee Water Control District became a dependent special district of the Town effective June 26, 2018, fiscal year 2018 and earlier are for the District as the Town did not have any employees.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF PROPORTIONATE SHARE
OF NET PENSION LIABILITY
FLORIDA RETIREMENT SYSTEM PENSION PLAN (FRS)

Last Ten Fiscal Years

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Town's proportion of the FRS net pension liability	0.135400%	0.001291%	0.001154%	0.000988%	0.000639%	0.001917%	0.001944%	0.002223%	0.002461%	0.002632%
Town's proportionate share of the FRS net pension liability	\$ 174,891	\$ 326,010	\$ 341,211	\$ 297,710	\$ 220,163	\$ 830,747	\$ 146,815	\$ 827,034	\$ 980,776	\$ 1,018,064
Town's covered payroll	248,765	246,765	172,507	137,170	126,272	164,358	186,642	456,111	517,012	863,052
Town's proportionate share of the FRS net pension liability as a percentage of covered payroll	70.30%	132.11%	197.80%	217.04%	174.36%	505.45%	78.66%	181.32%	189.70%	117.96%
FRS Plan fiduciary net position as a percentage of the total pension liability	92.00%	84.88%	83.89%	84.26%	82.61%	78.85%	96.40%	82.89%	82.38%	83.70%
Assumption changes discount rate	7.65%	7.60%	7.10%	7.00%	6.90%	6.80%	6.80%	6.70%	6.70%	6.70%

Note: The above amounts are as of the plan fiscal year, which ends on June 30.

The Loxahatchee Water Control District became a dependent special district of the Town effective June 26, 2018, fiscal year 2018 and earlier are for the District as the Town did not have any employees. The amounts presented for each fiscal year were determined as of the June 30 measurement date. The Plan's fiduciary net position as a percentage of the total pension liability is published in the Plan's Annual Comprehensive Financial Report.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF EMPLOYER CONTRIBUTIONS
FLORIDA RETIREMENT SYSTEM
RETIREE HEALTH INSURANCE SUBSIDY PROGRAM (HIS)

Last Ten Fiscal Years

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Contractually required HIS contribution	\$ 4,174	\$ 3,760	\$ 2,863	\$ 4,666	\$ 7,696	\$ 11,377	\$ 11,906	\$ 13,929	\$ 16,894	\$ 27,734
HIS contributions in relation to the contractually required contribution	(4,174)	(3,760)	(2,863)	(4,666)	(7,696)	(11,377)	(11,906)	(13,929)	(16,894)	(27,734)
HIS contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Town's covered payroll	251,455	226,503	172,507	281,084	463,608	685,328	717,238	839,121	954,324	1,386,694
HIS contributions as a percentage of covered payroll	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.66%	1.77%	2.00%

Note: The Loxahatchee Water Control District became a dependent special district of the Town effective June 26, 2018, fiscal year 2018 and earlier are for the District as the Town did not have any employees.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF PROPORTIONATE SHARE
OF NET PENSION LIABILITY
FLORIDA RETIREMENT SYSTEM
RETIREE HEALTH INSURANCE SUBSIDY PROGRAM (HIS)

Last Ten Fiscal Years

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Town's proportion of the HIS net pension liability	0.001407%	0.001433%	0.001379%	0.001063%	0.000925%	0.001982%	0.001860%	0.002193%	0.002295%	0.003226%
Town's proportionate share of the HIS net pension liability	\$ 143,455	\$ 167,037	\$ 147,409	\$ 112,557	\$ 103,460	\$ 241,949	\$ 228,185	\$ 232,314	\$ 364,485	\$ 483,887
Town's covered payroll	248,765	246,765	172,507	347,343	305,943	530,083	503,314	815,814	909,241	1,372,707
Town's proportionate share of the HIS net pension liability as a percentage of covered payroll	57.67%	67.69%	85.45%	32.41%	33.82%	45.64%	45.34%	28.48%	40.09%	35.25%
HIS Plan fiduciary net position as a percentage of the total pension liability	0.50%	0.97%	1.64%	2.15%	2.63%	3.00%	3.56%	4.81%	4.12%	4.80%
Assumption changes discount rate	3.80%	2.85%	3.58%	3.87%	3.50%	2.21%	2.16%	3.54%	3.65%	3.93%

Note: The above amounts are as of the plan fiscal year, which ends on June 30.

The Loxahatchee Water Control District became a dependent special district of the Town effective June 26, 2018, fiscal year 2018 and earlier are for the District as the Town did not have any employees. The amounts presented for each fiscal year were determined as of the June 30 measurement date. The Plan's fiduciary net position as a percentage of the total pension liability is published in the Plan's Annual Comprehensive Financial Report.

STATISTICAL SECTION

OTHER INFORMATION SECTION

COMPLIANCE SECTION



Accountants
Advisors

Item 4.

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE
AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Honorable Mayor and Town Council
Town of Loxahatchee Groves, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities and each major fund of Town of Loxahatchee Groves, Florida, (the Town), as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements and have issued our report thereon dated **April XX, 2025**.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Town's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Draft

Caballero Fierman Llerena & Garcia, LLP
Boca Raton, Florida
April XX, 2025



Accountants
Advisors

Item 4.

MANAGEMENT LETTER IN ACCORDANCE WITH THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Honorable Mayor and Town Council
Town of Loxahatchee Groves, Florida

Report on the Financial Statements

We have audited the financial statements of the Town of Loxahatchee Groves, Florida (the Town) as of and for the fiscal year ended September 30, 2024, and have issued our report thereon dated **April XX, 2025**.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant's Report on an examination conducted in accordance with AICPA Professional Standards, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated **April XX, 2025**, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information is disclosed in Note 1 to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556 (7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Town has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the Town did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Town. It is management's responsibility to monitor the Town's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same. This assessment was performed as of the fiscal year end.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Property Assessed Clean Energy (PACE) Programs

As required by Section 10.554(1)(i)6.a., Rules of the Auditor General, the Town did not operate a PACE program authorized pursuant to Section 163.081 or Section 163.082, Florida Statutes, within the Town's geographical boundaries during the fiscal year under audit.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, and members of the Town Council and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Draft

Caballero Fierman Llerena & Garcia, LLP
Boca Raton, Florida
April XX, 2025



Accountants
Advisors

Item 4.

INDEPENDENT ACCOUNTANTS' REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415 FLORIDA STATUTES

To the Honorable Mayor and Town Council
Town of Loxahatchee Groves, Florida

We have examined the Town of Loxahatchee Groves, Florida, (the Town), compliance with the requirements of Section 218.415 Florida Statutes during the period of October 1, 2023, to September 30, 2024. Management of the Town is responsible for the Town's compliance with the specified requirements. Our responsibility is to express an opinion on the Town's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Town complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Town complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the Town's compliance with specified requirements. In our opinion, the Town complied, in all material respects, with the requirements of Section 218.415 Florida Statutes during the period of October 1, 2023, to September 30, 2024.

This report is intended solely for the information and use of management, the Mayor, the Town Council, others within the Town and the Auditor General of the State of Florida and is not intended to be and should not be used by anyone other than these specified parties.

Draft

Caballero Fierman Llerena & Garcia, LLP
Boca Raton, Florida
April XX, 2025



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE : May 6, 2025

SUBJECT: Resolution No. 2025-32 Approving Professional Services Agreement with Projected Point, Inc. for Finance and Accounting Services

Background:

The Town has utilized the services of **Munilytics, Inc.** since **December 1, 2022**, to provide outsourced accounting, budgeting, audit support, and financial reporting under Resolution 2023-07. Prior to that, Munilytics began assisting with the Town's FY 2021–22 audit preparation in **August 2022**. During their tenure, they have provided valuable transitional support and helped stabilize the Town's financial operations.

As the Town continues to improve internal workflows, update its technology systems, and redefine departmental responsibilities, a new structure for finance operations is now recommended.

Accounting and financial services are considered professional services exempt from competitive selection under the Town's Code as well as the Florida Statutes. After outreach and interviews with several firms regarding cost and service models for full-service finance operations, staff recommends entering into a new agreement with **Projected Point, Inc.**, a Florida corporation with extensive experience in governmental accounting and oversight. The firm's principal, **David DiLena**, has served in similar roles both under contract and in-house, most recently as CFO for Highland Beach, where his firm now provides finance services under a similar professional services agreement.

The proposed agreement with Projected Point would take effect on **May 1, 2025**, with a structured transition period throughout May to allow for onboarding, reconciliation, and task alignment between the Consultant and Town staff. A summary of the terms of the agreement includes:

- **Effective Date:** May 1, 2025
- **Transition Period:** May 1–31, 2025
- **Initial Term:** Two (2) years, with two (2) optional one-year renewals
- **Monthly Fee:** \$9,675, with annual CPI adjustment (minimum 3%) starting October 1, 2026



155 F Road Loxahatchee Groves, FL 33470

- **Termination:** 90 days without cause; 10-day cure period for cause; includes non-appropriation clause
- **Scope of Services:** Projected Point will serve as the Town's outsourced Finance Department, responsible for all core financial functions using the Town's systems and platforms. Key services include:
 - Fund accounting and financial reporting
 - Budget development and CIP support, including analysis, automation, forecasting, and presentation
 - Audit preparation and year-end financial statements
 - Payroll reconciliation and journal entries
 - Accounts payable and receivable oversight
 - Departmental training, compliance coaching, and oversight

The agreement also clarifies the division of responsibilities: Town staff, particularly department heads, will handle invoice coding, purchase order processing, and receipting. Projected Point will reconcile financial activity, ensure compliance, and provide oversight consistent with **GAAP**, **GASB**, and **Florida Statutes**.

Recommendation:

Staff recommends that the Town Council **adopt Resolution 2025-32 Approving the Agreement for Professional Services with Projected Point, Inc.** to commence on **May 1, 2025**, and authorize the Town Manager to take all actions necessary to transition financial operations from Munilytics, Inc. to Projected Point, Inc. during the month of May 2025, with full operational handoff effective **June 1, 2025**

TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2025 - 32

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

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

WHEREAS, Projected Point, Inc., a Florida Corporation, is qualified to perform the required governmental accounting and financial services for the Town and does perform such services for other governmental entities in South Florida; and

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

WHEREAS, the Town staff has negotiated and recommends the Town Council approve the attached contract with Projected Point, Inc., which is for an initial two-year contractual period at an initial annual rate of One Hundred Thousand Dollars (\$116,100.00) with the possibility of two annual renewals; and

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to enter into the Contract for Accounting and Financial Services with Munilytics, Inc.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town to enter into the Contract for Financial and Accounting Services with Projected Point, Inc., attached hereto as “Exhibit A”.

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

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

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

[INTENTIONALLY LEFT BLANK.]

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 5th DAY OF MAY 2025.

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 Phillis Maniglia, Seat 1

Councilmember Lisa El-Ramey, Seat 2

Councilmember Paul Coleman II, Seat 4

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, by and between the **Town of Loxahatchee Groves**, Florida, a Florida municipal corporation ("Town"), with its office located at 155 F Road, Loxahatchee Groves, Florida 33470 and **Projected Point, Inc.**, a Florida corporation authorized to do business in Florida ("Consultant"), with a mailing address of 17105 Crowley Avenue, Port Charlotte, Florida 33954.

RECITALS

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

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

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

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

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

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

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

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

SECTION 3: TERM, TIME AND TERMINATION.

- a. **Term.** The term of this Agreement shall be for an initial term of two (2) years commencing on May 1, 2025, and may be renewed by mutual agreement of the parties for two (2) additional one (1) year renewal terms, unless earlier terminated as stated herein.
- b. **Time for Completion.** Time is of the essence in the performance of this Agreement. The Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with industry standards and the Scope of Services set forth in **Exhibit A**.

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

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

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

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

1. Stop services on the date and to the extent specified in the notice including without limitation services of any subconsultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.
3. Continue and complete all parts of the services that have not been terminated.

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

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

funds budgeted or appropriated are or are estimated by the Town to be insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify the Consultant of such occurrence, and either the Town or the Consultant may terminate this Agreement by notifying the other in writing, with such notice specifying a date of termination no earlier than twenty-four (24) hours after the giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, the Town shall pay the Consultant for all services performed under this Agreement through the date of termination.

SECTION 4: COMPENSATION.

a. **Payments.** The Town agrees to compensate the Consultant in accordance with the rate schedule, attached as **Exhibit B** and incorporated herein by this reference. No reimbursable expenses shall be paid without prior approval.

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

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

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

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

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

policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

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

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

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

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

d. Business Automobile Liability with minimum limits of three hundred thousand dollars (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

1. Owned Vehicles
2. Hired and Non-Owned Vehicles
3. Employers' Non-Ownership

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

f. Cyber Liability with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations

as set forth in the Scope of Services and shall include, but not be limited to, claims involving data breach, media content, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with sufficient limits to respond to these obligations.

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

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

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

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

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

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

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

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

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

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

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

SECTION 14: EQUAL OPPORTUNITY EMPLOYMENT. Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, marital status, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant

agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors, and it is the responsibility of Consultant to ensure sub-contractor's compliance.

SECTION 15: INTEREST OF THE CONSULTANT. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any services to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

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

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

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

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

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

months following the date of being placed on the convicted vendor list. Consultant will advise the Town immediately if it becomes aware of any violation of this statute.

SECTION 21: SCRUTINIZED COMPANIES. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. The Town and Consultant agree that the Town will have the right to immediately terminate this Agreement if Consultant is found to have submitted a false certification, or if the Consultant or any of its subcontractors have been placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel.

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

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

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

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

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

Projected Point, Inc.
Attn: David M. DiLena
17105 Crowley Avenue
Port Charlotte, FL 33954

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

SECTION 23: ENTIRETY OF AGREEMENT. The Town and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions

contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

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

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

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

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

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

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

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

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

breach of this Agreement and may result in termination of this Agreement or other sanctions or penalties as set forth in the Palm Beach County Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Keep and maintain public records required by the Town to perform the service.

b. Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, VOAKES@LOXAHATCHEEGROVESFL.GOV, OR BY MAIL AT TOWN

OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

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

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

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

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

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

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

CONSULTANT: PROJECTED POINT, INC.

David M. DiLena, President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by **David M. DiLena**, as **President** of a **Projected Point, Inc.**, a Florida corporation, ☐ who is personally known to me or ☐ who produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, and otherwise, are true and correct, and he is duly authorized to execute the foregoing instrument and bind Consultant to the same.

[Notary Seal]

Notary Signature

TOWN OF LOXAHATCHEE GROVES

By: _____
Anita Kane, Mayor

ATTEST:

Valerie Oakes, CMC, Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney

EXHIBIT A SCOPE OF SERVICES

The function of the Consultant involves primary responsibility for performing all governmental accounting and finance services on behalf of the Town using the Town's technology and software to carry out the day-to-day business of the Town. An overview is as follows:

Support and Labor Allocation:

The Consultant is performing its services under the understanding that the Town will provide a minimum of 1,000 hours of additional labor per year to assist the Consultant in fulfilling the scope of work outlined in this Agreement. This additional labor may include, but is not limited to, administrative tasks, data entry, and general accounting support necessary for the completion of financial reports, budgeting, accounts payable/receivable, and related tasks.

Additionally, the Town agrees that responsibility for recording and coding invoices, processing purchase orders, and cash receipting will be distributed to Department Heads or their designated staff members, after appropriate training. The Consultant will review and reconcile these records, but the Town staff will retain responsibility for initial data entry, verification, and coding of such transactions. The Consultant shall not be responsible for the direct performance of these tasks but will ensure their accuracy in collaboration with the designated Town staff.

Consultant Responsibilities:

A. Financial Statements and Financial Reports

1. Establish Fund Accounting System in accordance with federal and state law, as well as GASB and the Rules of the Auditor General. This includes the following:
 - a) Chart of Accounts
 - b) Vendor and Customer Master File
 - c) Report creation and set-up.
2. Prepare quarterly balance sheet, income statement(s) with budget to actual variances, including the following:
 - a) Cash Investment Account Reconciliations per fund
 - b) Balance Sheet Reconciliations per fund
 - c) Expense Variance Analysis
3. Prepare and file Annual Qualified Public Depositor's Report and distribute to State Department of Insurance and Treasury. (F.S. 280.17(6)) Due by November 30 each year.
4. Prepare and file Public Depositor's and Indemnification Form on new accounts as needed.
5. Prepare all other financial reports as required by applicable law and accounting standards.
6. Prepare annual financial statements, maintain necessary audit files and assist with annual audit examination, after September 30th, 2025, to include corresponding with the auditor and scheduling fieldwork.

7. Provide Audit support to auditors for the required Annual Audit after September 30th, 2025, as follows:
 - a) Prepare Audit Confirmation Letters for independent verification of activities.
 - b) Prepare supporting accounting reports and documents as requested by the auditors
 - c) Respond to auditor questions
 - d) Review and edit draft report
 - e) Prepare year-end adjusting journal entries after September 30th, 2025, as required
8. Provide for transmission of the Audit to the County and the Auditor General's Office of the State.
9. Provide and file Annual Financial Statements (FS. 218 report).
10. Unclaimed property report. (F.S. 717.113 & F.S. 717.117) Due by April 30 each year.
11. Single Audit Report if expends \$750,000 or more in federal or state financial assistance. (CFR Part 200 & F.S. 215.97) Due June 30 if threshold is met.
12. Annual Investment Policy Certification. (F.S. 218.415(14)) Due June 30 of each year.

B. Budgeting

1. Assist the Town through each fiscal year budget and CIP process. Prepare budget and backup material for and assist in the presentation of the budget for budget meetings, hearings, and workshops. The budget is to be done in accordance with state law standards, and consistent with applicable GFOA and GASB standards. Draft budget presentation in relationship with Municipal goals and objectives.
2. File all required documentation to the Department of Revenue, Auditor General, Palm Beach County, and other governmental agencies with jurisdiction.
3. Assist in preparing all notices of all budget hearings as required by Florida's Truth in Millage laws and assist the Town Clerk in time for the notices to be published.
4. Prepare all budget amendments on an ongoing basis. Examine budgetary expense items and, when possible, seek and advise when reductions may be obtained, or advise pertaining to alternate measures or the elimination of unnecessary expenses and/or nonproductive items.

C. Payroll

1. Provide and upload bi-weekly payroll journal entry into the accounting system and reconcile back to cash deductions from ADP as well as provide for monthly accruals to be entered into the system. These transactions will be based primarily upon the employees' time keeping information entered by Town staff into ADP, once reviewed and approved for accuracy and completeness.

D. Accounts Payable/Receivable

1. Manage Vendor/Customer Information per W-9 reports, prepare year-end 1099 Forms for Vendor payments as applicable, and file reports with IRS.

2. Administer the processing, review and approval, and payment of all invoices and purchase orders.
 3. Prepare bi-weekly Vendor Payment Report electronically and Invoicing Support electronically for presentation to the Town Council or designee for approval or ratification.
 4. Oversee, assist in and manage the recording of expense transactions into the accounting software by Town staff.
 - a) Town staff will be responsible for all invoices being approved and coded to expense accounts prior to Consultant processing the payments, as well as confirmation of appropriate budget allocations.
 - b) Town staff will be responsible for approving all payments.
 - c) Consultant will review all items for proper account coding, compliance with PO and budgetary requirements.
 5. Oversee and assist in record income transactions into the accounting software in collaboration with Town staff. Town staff will be responsible for preparing bank deposits.
- E. Accounting Monitoring and Oversight – Ensuring transactions are recorded in the right place for the right time.
1. Manage and supervise the financial operations of the municipality, ensuring accurate and timely financial records.
 2. Manage and supervise all accounts payable, accounts receivable, payroll, and general ledger activities.
 3. Manage and supervise internal controls to safeguard municipal assets and ensure proper allocation of resources.
 4. Manage and supervise a structured closing process with staff to ensure monthly and annual reconciliation of accounts.
 5. Manage and supervise bank reconciliations and ensure timely payment of bills.
 6. Manage and supervise expenditures, purchase orders, and vendor transactions are accurate and compliant with policies.
 7. Manage and supervise adjustments required for Monthly, Quarterly, and Annual Accruals.
- F. Financial Reporting & Compliance
1. Prepare, review, and present monthly quarterly, and annual financial statements, budget reports, and cash analysis.
 2. Ensure compliance with local, state, and federal financial regulations, as well as adherence to Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) requirements.
 3. Coordinate the annual external audit process, respond to auditor inquiries, and prepare audit work papers.

4. Coordinate the June—September budget season with Town Manager in compliance with eTRIM procedures and process. (F.S. 200.065)
5. Assist with the preparation of the Annual Comprehensive Financial Report (ACFR) to ensure timely and accurate reporting. (F.S. 129.03 & F.S. 218.32) Due within six months of year end
6. Office of Economic and Demographic Research. (F.S. 166.241) Due by Oct 15 each year
7. Local Government Financial Report. (F.S. 218.32(1)) Due by June 20 each year.
8. Ethics training requirements. 4 hours as required annually. (F.S. 112.3142) Due by July 1 each year.

G. Training, Monitoring, and Coaching

1. Provide financial training for staff and municipal officials to ensure they understand key financial policies
2. Offer ongoing monitoring and coaching to enhance staff performance and optimize financial operations.

H. Software & Technology Implementation and Automation

1. Support the implementation of new financial software and automation tools to streamline and improve financial efficiency.
2. Assist in identifying technology solutions that can further enhance financial and operational workflows

I. Reconcile bank statements for all accounts and funds, including investment, revolving credit, credit card/merchant accounts, GovEasy permit & related EasyPay reports (including BTRs, escrows and cost recovery accounts) each month.

J. Capital Program Administration

1. Maintain proper capital fund and project fund accounting procedures and records.

K. Attendance at Meetings

1. Occasionally attend meetings and workshops of the Council and other committees and boards of the Council as required but due to limited to availability Consultant shall not be required to appear in person at more than 3 meetings/per fiscal year, as requested by the Town Manager. Consultant may attend other meetings as necessary via video or phone link. For reference, the Town Council's regular meetings are held at 6:30 pm on the second First and Third Tuesday of each month.
2. Regularly attend the Town's Finance, Accounting, and Auditing Advisory Committee meetings, which occur at least quarterly and may meet monthly, via Zoom or Teams as the default. In-person attendance is expected if the Consultant is available. Additionally, the Consultant is expected to attend special meetings, workshops, and budget meetings as scheduled, primarily virtually, with in-person participation if possible and available based on Consultant's availability.

L. Compliance

1. Ensure compliance with GAAP, GASB, State of Florida Auditor General and the State's Chief Financial Officer.

EXHIBIT B RATE SCHEDULE

The Monthly fee for Professional Services as described in **Exhibit A** is \$9,675 per month billed at the beginning of each month and due within 30 days.

The Projected Point Team is available to provide additional services to the Town as needed. The hourly rate for such services is \$100 per hour. Most projects are billed on a reduced blended hourly rate based on the project and staffing required as follows: A separate work authorization would be required for additional services. Examples of additional services would include Public Records but are not limited to situations such as the following:

1. Palm Beach County Inspector General Investigations or Inquiries

Responses that require significant additional time and direct expenses incurred by the Consultant as a result of compliance with Palm Beach County Inspector General requests and investigations, including but not limited to document production, meetings, and responding to inquiries, will be billed at the Consultant's established hourly rate plus reimbursement for direct expenses. Such additional charges shall be invoiced separately and paid in accordance with the terms of this Agreement. Consultant shall notify the Town in advance in writing of such estimated expenses and receive approval from the Town Manager for the work to be done.

2. Public Records Requests

For public records requests that are not readily available and require significant additional time or expenses to produce, the Consultant shall notify the Town in writing of the estimated costs. These costs, including any additional time and direct expenses, will be billed separately to the Town and must be paid in advance before the Consultant begins the work required to fulfill the request.

Annual Adjustment:

Beginning on October 1, 2026, and each October 1st thereafter, the above rate of compensation outlined in Section 4(a) of this Agreement shall be adjusted annually based on the percentage change in the Regional Consumer Price Index (CPI) for the Miami-Fort Lauderdale-West Palm Beach MSA (Series ID: CUURS35BSA0, CUUSS35BSA0), as measured on June 1st of the respective year. The percentage increase shall never be less than three percent (3%), regardless of CPI fluctuations, and if the CPI reflects a lower percentage increase, a minimum annual increase of 3% will still apply. The adjusted Direct Labor Rates will take effect for the upcoming contract year beginning October 1st.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Caryn Gardner-Young, Community Standards Director
THRU: Francine Ramaglia, Town Manager
DATE: May 6, 2025
SUBJECT: Discussion on Code 101

Background:

In preparation for the needs of the Code Compliance Division, we are presenting Code 101 PowerPoint to show what the Code Compliance Division does, how we do it, any weaknesses or concerns and what the future may look like for the Division.

Recommendations:

Discuss and provide direction to Town's staff for operations of the Code Compliance Division.

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

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407-1950
561-686-8700 Telephone / 561-686-8764 Facsimile
www.torcivialaw.com

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

*FLORIDA BAR BOARD CERTIFIED
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

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

April 14, 2025

VIA ELECTRONIC MAIL ONLY

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

RE: Code Enforcement Process

Dear Town Council:

At your Town Council meeting on April 1, 2025, you requested a summary of the Town's code enforcement process. In May and August of 2024, the Town Attorney prepared memoranda for the Town Council outlining the Town's code enforcement process. I am resharing these memoranda, attached hereto, as they may prove useful to the new councilmembers.

The Town Attorney has consistently sought to support the Town's code enforcement officers through meetings and preparatory efforts over the years. Most recently, we completed further revisions to the Town's code enforcement forms, checklist and standard operating procedures (attached), which we have revised at the Town's direction several times over the years. Earlier this year, we met with the new code officers to review and discuss these forms, checklists, and standard operating procedures.

Town Council
Town of Loxahatchee Groves
April 14, 2025
Page 2

I look forward to discussing this item at the May 6, 2025, Town Council meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read "Glen Torcivia".

Glen Torcivia
Enclosure

cc: Francine Ramaglia, Town Manager
Caryn Gardner-Young
Jeff Kurtz
Valerie Oaks

Town of Loxahatchee Groves

Code Enforcement Checklist

Task		X	Notes
1	Valid complaint or personal observation (complaints: complainant must be identified – cannot be anonymous, unless imminent threat to health/safety etc. in accordance with §162.06(1)(b))		
2	Written or Verbal Warning		
3	Written Courtesy Notice		
4	Notice of Violation		
	a. Confirm ownership of property (residential or commercial/ rental)		
	b. Provide written notice of violation identifying specific code section(s) that match the facts of the observed violation (clear description of what was observed on property on that specific date)		
	c. Provide reasonable time to correct violation [unless it is a repeat violation - §162.06(3)]		
	d. Provide clear direction and steps on how to come into compliance		
	e. Standard notice language regarding hearing, fines, compliance date, inspector's phone number for questions		
5	Notice of Hearing		
	a. Work with Town Clerk to schedule hearing		
	b. Prepare written notice of hearing		
6	Service (Notices) - Mandatory (must be provided by one of the following):		
	a. Certified mail to the address listed in the tax collector's office for tax notices or the address listed in the county property appraiser's database ☐		
	b. Hand delivery ☐		
	c. Leave at violators usual place of residence with any person residing at property who is above 15 years old and inform that person of the violation ☐		
	d. If commercial premise, leave notice with the manager or other person in charge ☐		
7	Service (Notices) - Optional		
	a. Return receipt requested when mailing by certified mail ☐		
	b. Posting at least 10 days before the hearing or prior to compliance deadline at property ☐ and Town Hall ☐		
	c. Publication in newspaper or publicly accessible website in accordance with §162.12(2) ☐		
8	Evidence		
	a. Photographs – must be date and time-stamped; must be specific to property and violation; must be clear and represent the image being captured		

	b. Documentation of each separate contact with violator, including date and time of contact and description of discussion		
	c. Print-out of property appraiser website showing ownership of property		
	d. Return mail receipt requested (signed/not signed)		
	e. Photographs of posting at property ☐ and Town Hall ☐ (be sure you can identify what is being posted)		
	f. Affidavit of service		
	g. NOV showing date of violation and compliance date		
	h. NOH showing notice to violator to appear at hearing on date after compliance date		
	i. Documentation of re-inspection(s) and conclusion as to whether property is still in violation with pictures showing violation has or has not been corrected on date of re-inspection		
9	Fines - factors to consider for each violation: a. Gravity of the violation b. Actions taken to cure violation c. Previous violations by violator		
10	Costs - calculate costs and prepare cost sheet to include in file for Special Magistrate		
11	Testimony script - individualize script for each case		
12	Agenda - Work with Town Clerk to ensure agenda item is accurately prepared		
13	Hearing preparation - meet with Town Attorney in advance of hearing to discuss each case		
14	Hearing - must be open to the public, minutes taken, and recorded (first hearing is finding of violation hearing; second hearing is fine assessment hearing)		
15	Order - may include notice of new compliance date and daily fines may be imposed for each day the violation continues past the compliance date, not to exceed \$250 per day (or for each day of a repeat violation, not to exceed \$500 per day) [§162.09(1); irreparable, not to exceed \$5,000 per violation]		
16	Post- Hearing		
	a. Mail Special Magistrate Order to Property Owner by certified mail, return receipt requested		
	b. Update file with copy of order and all written evidence presented at the hearing		
	c. Record order, if applicable		

**TOWN OF LOXAHATCHEE GROVES, FLORIDA
CODE COMPLIANCE DIVISION**

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA,**

Petitioner,

vs.

CASE NO.

**Owner Name Line 1
Owner Name Line 2**

Respondent(s)

_____ /

NOTICE OF VIOLATION AND NOTICE OF HEARING

Property Owner/Respondent Name and Mailing Address:

R. RESIDENT
155 F Road
Loxahatchee Groves, FL 33470

Location of Violation: **property address**

PCN: **number**

Legal Description: **description**

YOU ARE HEREBY NOTIFIED that the undersigned Code Compliance Officer alleges that the following violations of the Code of Ordinances and Unified Land Development Code of the Town of Loxahatchee Groves existed at the above property: **CODE SECTION(S): xxxx and xxxxx**

The violation summary attached to this notice explains the specific violation(s), the code and/or ordinance(s) violated and how to correct the violation(s).

Compliance Date: The violation(s) must be corrected on or before **Date**.

Hearing Date: If you fail to correct the violation(s) by the time set forth above, a public hearing before the Code Compliance Special Magistrate will be held on **Date at 9:00 a.m.** at the Town of Loxahatchee Groves Hall Chambers, 155 F Road Loxahatchee Groves, Florida 33470.

It is your responsibility to contact the Code Compliance Division (561-793-2418) to arrange for re-inspection of the property in order to verify that the violation has been corrected.

If the violation(s) is corrected on or before the compliance date **AND** you have received a written notification from the Code Compliance Division that all violations have been complied, the hearing will be canceled and you will not be required to appear. If the violation(s) is corrected and then re-occurs, the case may still be presented to the Special Magistrate. If the violation(s) is corrected *after* the compliance date but before the scheduled Special Magistrate Code Enforcement Hearing, the case may still be presented to the Special Magistrate for a finding of fact regarding the violation and to impose fines and costs. If you cannot attend the hearing and wish to have someone else appear on your behalf, you must provide a notarized designation of agent for your agent to present at the hearing.

YOU ARE HEREBY ORDERED to appear and answer the above citations on the hearing date, time, and location stated above. The purpose of this hearing is for the Special Magistrate to make "Findings of Fact" and "Conclusions of Law" relating to the violation(s) specified above and to issue an appropriate Order. The hearing is also your opportunity to present evidence and/or contest the alleged violations, should you wish to do so. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. You will have the opportunity to present witnesses as well as question witnesses against you, prior to a final determination by the Magistrate. If you wish to have witnesses subpoenaed or if you have other questions, please contact the Code Compliance Department. If you fail to attend the hearing, the Special Magistrate may base the findings solely upon the testimony of the Code Compliance Officer and that of any other witness present and upon any other evidence presented.

If a violation is found, the Order may require you to correct the violation(s) by a specified date. In addition, the Order may impose daily fines in accordance with Section 162.09(2), Florida Statutes, which shall not exceed \$250 per day for a first violation and shall not exceed \$500 per day for a repeat violation. Further, the Order will have the force of law, commanding you to take whatever steps are necessary to bring the violation(s) into compliance by a certain date to avoid imposition of one or more fines. Please bring this Notice of Violation and Notice of Hearing to the hearing.

Additionally, administrative costs may be imposed to recover all costs incurred by the Town in prosecuting this matter; if all violations are not corrected prior to the hearing date, you may be assessed any such costs. The administrative costs and any fines imposed by the Special Magistrate shall constitute a lien on any real or personal property owned by you. Failure to pay these costs and fines may result in a foreclosure action by the Town.

You should be aware that, if you correct the violation after the compliance date but prior to the hearing and there is a finding of fact and conclusion of law that you committed the

violation, you may be considered a repeat offender as defined by section 162.04(5), Florida Statutes, if the same violation recurs within the next five (5) years.

You have the right to be represented by an attorney at your own expense and to respond and present evidence and witnesses at the hearing. All testimony at the hearing will be under oath. If you wish to be represented by an attorney, your attorney must notify the Special Magistrate's Clerk in writing prior to the hearing at code@loxahatcheegrovesfl.gov.

If you disagree with a decision of the Special Magistrate, you may appeal to the Circuit Court of Palm Beach County within 30 days after the Special Magistrate's order is entered. If a person decides to appeal any decision with respect to any matter considered at this Hearing, such person will need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based (Section 286.0105, Florida Statutes).

For any questions about this Code Case or Hearing, please contact Town Hall or the undersigned at code@loxahatcheegrovesfl.gov or 561-793-2418.

Dated: **Date**

Code Compliance Officer Name
Codeofficer@loxahatcheegrovesfl.gov
155 F Rd
Loxahatchee Groves, FL 33470
561-793-2418

Certified Mail #000 000 0000 000 **Date**

Violation Detail

CASE NUMBER: 25000000

Code Section	Violation Description & How to Comply
Sec. code number	Describe violation and inform violator what needs to be done to comply
Sec. code number	Describe violation and inform violator what needs to be done to comply

Sec. 05-040(A-B) Permits required; expiration of permits and development orders.

ORDINANCE DESCRIPTION:

(A)It shall be unlawful to use, erect, move, or otherwise alter a building, structure, or part thereof; or to use, clear, fill, excavate, move, pave, grade, or otherwise alter land or water unless a permit consistent with all applicable provisions of the ULDC shall have been first obtained for such work, with the following exceptions, which will not require a permit:(1)Maintenance of existing driveways;(2)Removal of invasive exotic trees;(3)Filling sinkholes and rebuilding washout areas near drainage structures;(4)Excavating to enhance drainage;(5)Excavating existing ponds to a depth not to exceed 12 feet solely for the purpose of removing debris and muck. (B)Any permit or development order issued pursuant to this section shall be valid for a period of 180 days from the date of issuance unless a different expiration is otherwise provided for within this Code for a specific permit or development order, or by official action of the Town Council. The Town Manager may renew such a permit or development order for one additional six-month period subject to compliance with current requirements of the ULDC in effect at the time of application for renewal. After the date of expiration, the development order shall be null and void. A new development application shall be filed and shall be subject to the current requirements of the ULDC.(C)A permit card, a set of approved plans, and a final as-built survey where applicable, shall be available on the site where the construction is occurring at all times a scheduled inspection is being conducted to ensure compliance with such approved plans.

Sec. 175-110 Permits required.

ORDINANCE DESCRIPTION:

Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this article, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.

**TOWN OF LOXAHATCHEE GROVES, FLORIDA
CODE COMPLIANCE DIVISION**

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA,**

Petitioner,

vs.

CASE NO.

**Owner Name Line 1
Owner Name Line 2**

Respondent(s)

_____ /

AFFIDAVIT OF SERVICE

I the undersigned Code Compliance Officer authorized to assure code compliance in the Town of Loxahatchee Groves, being duly sworn, hereby depose and say that the attached Notice of Violation and Notice of Hearing was served on the Respondent(s) on **Served Date** at the property where the violation is alleged to exist, located at **Property Address**, Loxahatchee Groves, Florida, the legal description being as follows: **Legal Description**, PCN # **PCN Number**.

In accordance with Section 162.12, Florida Statutes, service was effectuated by:

- ☐ certified mail to Respondent(s);
- ☐ hand delivery to Respondent(s); or
- ☐ leaving the notice at Respondent's usual place of residence with a qualified recipient and informing the recipient of the contents of the notice.

In accordance with Section 162.12, Florida Statutes, if the Respondent is a commercial premise, service was effectuated by:

- ☐ certified mail to registered agent; or
- ☐ leaving the notice with a manager or other person in charge of the commercial premises.

In addition, at the option of the Town, notice was provided in accordance with Section 162.12(2)(b), Florida Statutes, by posting the Notice of Violation and Notice of Hearing at the following locations:

- ☐ property address above; and
- ☐ Town Hall, 155 F Road, Loxahatchee Groves, FL 33470.

The posting at the above locations began on _____ and continued for at least ten (10) calendar days.

I understand that I am swearing or affirming under oath to the truthfulness of the claims made above.

Code Compliance Officer

Date

STATE OF FLORIDA
 COUNTY OF PALM BEACH

Sworn to and subscribed before me by means of [] physical presence or [] online
 notarization, this _____ day of _____, 20____, by _____.

 Notary Public, State of Florida
 My Commission Expires:

Personally Known _____OR Produced Identification _____
 Type of Identification Produced: _____



Town of Loxahatchee Groves

155 F Road ▪ Loxahatchee Groves, Florida 33470 ▪ (561) 793-2418 Phone ▪ (561) 793-2420 Fax

Date

Owner Name Line 1

Owner Name Line 2

Mailing Address,

City, State Zip

Re:

Case Number :

Legal Description:

Street Address:

Parcel Identification Number:

Dear Property Owner:

A code compliance officer reinspected the above property and found that the violations cited in **Case Number** have been corrected. Because you corrected the violation within the time frame provided in the Notice of Violation and Notice of Hearing, the case has been closed and removed from the Special Magistrate's Agenda for **date**. Accordingly, you are not required to appear before the Special Magistrate on **date**.

Thank you for your cooperation. If you have any questions, please contact the Code Compliance Division at 561-793-2418.

Sincerely,

Code Officer

Code Compliance Officer



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

**CODE COMPLIANCE NOTICE OF VIOLATION
AND NOTICE OF HEARING**

Sent to:

PROPERTY OWNER

ADDRESS

LOXAHATCHEE GROVES, FL 33470-

Case #

XXXXXXX

Date:

April 4, 2023

Certified Mail#

Property Owner:

PROPERTY OWNER

ADDRESS

LOXAHATCHEE GROVES, FL 33470

Property Address:

PROPERTY ADDRESS

LOXAHATCHEE GROVES, FL 33470

Property Id: 41-41-43-17-01-XXX-XXXX

YOU ARE HEREBY NOTIFIED that the undersigned inspector alleges that on [REDACTED] the following violation(s) of the Town of Loxahatchee Groves Code of Ordinances and/or Unified Land Development Code ("Code") existed on the property above:

Ordinance/Regulation	Section	Description	Days to comply from NOV Date
ARTICLE 175 - Flood Plain Management (FDA)	DIVISION IV. PERMITS; Section 175-110. - Permits required.	Section 175-110. - Permits required. Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this article, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.	30
ARTICLE 175 - Flood Plain Management (FDA)	DIVISION VI. INSPECTIONS. - Section 175-170. - General.	Section 175-170. - General. Development for which a floodplain development permit or approval is required shall be subject to inspection.	30
ARTICLE 175 - Flood Plain Management (FDA)	DIVISION VIII. - VIOLATIONS Section 175-240. - Violations.	Section 175-240. - Violations. Any development that is not within the scope of the Florida Building Code but that is regulated by this article that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this article, shall be deemed a violation of this article. A building or structure without the	30

		documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this article or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.		Item 6.
PART I - ADMINISTRATION AND DEFINITIONS Article 05 - ADMINISTRATION AND LEGAL PROVISIONS	Section 05-040. - Permits required; expiration of permits and development orders.	Section 05-040. - Permits required; expiration of permits and development orders. (A) It shall be unlawful to use, erect, move, or otherwise alter a building, structure, or part thereof; or to use, clear, fill, excavate, move, pave, grade, or otherwise alter land or water unless a permit consistent with all applicable provisions of the ULDC shall have been first obtained for such work, with the following exceptions, which will not require a permit: (1) Maintenance of existing driveways;(2) Removal of invasive exotic trees;(3) Filling sinkholes and rebuilding washout areas near drainage structures;(4) Excavating to enhance drainage;(5) Excavating existing ponds to a depth not to exceed 12 feet solely for the purpose of removing debris and muck.	30	

Notes/Mean of Correction:

On _____, I observed _____.
Construction of /changing topography of land by _____ without the required permits constitutes a violation of the Town's Code. A complete Flood Plain application is required to be submitted within 30 days of the date set forth on this notice.

Section 175-110 requires any development activity including buildings, structures and facilities exempt from the Florida Building Code, wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator and shall obtain the required permit(s) and approval(s).

Section 175-170. requires that development for which an FDA permit or approval is required shall be inspected.

Section 175-240. provides that development not within the scope of the Florida Building Code but is regulated by 175 that is performed without an issued permit, that is in conflict with an issued permit, or that does not comply with this article, shall be deemed a violation.

Section 05-040. determines it shall be unlawful to use, erect, move, or otherwise alter a building, structure, or part thereof; or to use, clear, fill, excavate, move, pave, grade, or otherwise alter land or water unless a permit consistent with all applicable provisions of the ULDC shall have been first obtained for such work.

If you FAIL to correct the violation(s) by the time set forth above, a public hearing before the Code Compliance Special Magistrate will be held on **Monday, May 8 at 9:00am at the Town of Loxahatchee Groves Hall Chambers, 155 F Road, Loxahatchee Groves, Florida 33470.** If the violation(s) is corrected and then re-occurs, the case may still be presented to the Special Magistrate. If the violation(s) is corrected prior to the hearing but not before the time set forth above, the case may still be presented to the Special Magistrate. If you cannot attend the hearing and wish to have someone else appear on your behalf, you must provide a notarized designation of agent for your agent to provide at the hearing.

THIS HEARING, REQUIRING YOU TO BE PRESENT, WILL BE HELD IF THE VIOLATION(S) HAVE NOT BEEN BROUGHT INTO COMPLIANCE AND APPROVED BY THE CODE COMPLIANCE DEPARTMENT PRIOR TO THIS DATE, AS EVIDENCED BY THE ISSUANCE OF AN AFFIDAVIT OF COMPLIANCE BY THE CODE INSPECTOR.

The purpose of this Hearing is for the Special Magistrate to make "Findings of Fact" and "Conclusions of Law" relating to the violation(s) specified in the attached Notice of Violation detail and to issue an appropriate Order. The Hearing is also your opportunity to present evidence and/or contest the alleged violations, should you wish

to do so. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. You will have the opportunity to present witnesses as well as question witnesses against you, prior to a final determination by the Magistrate. If you wish to have witnesses subpoenaed or if you have other questions, please contact the Code Compliance. If you fail to attend the hearing, the Special Magistrate may base the findings solely upon the testimony of the Code Compliance Inspector and that of any other witness present and upon any evidence presented.

If a violation is found, the Order may require you to correct the violation(s) by a specified date. In addition, the Order may impose daily fines in accordance with Section 162.09(2), Florida Statutes, which shall not exceed \$250 per day for a first violation and shall not exceed \$500 per day for a repeat violation. Further, the Order will have the force of law, commanding you to take whatever steps are necessary to bring the violation(s) into compliance by a certain date to avoid imposition of one or more fines. Please bring this Notice of Violation and Hearing to the hearing.

Additionally, administrative costs may be imposed to recover all costs incurred by the Town in prosecuting this matter; if all violations are not corrected prior to the Hearing date, you may be assessed any such costs. The administrative costs and any fines imposed by the Special Magistrate shall constitute a lien on any real or personal property owned by you. Failure to pay these costs and fines may result in a foreclosure action by the Town.

You should be aware that if the alleged violation(s) is/are corrected prior to the Hearing, and recurs within one year from the date of the original Notice of Violation, the case may be presented to the Special Magistrate as a Repeat Violation even if the violation is subsequently corrected.

You have the right to be represented by an attorney at your own expense and to respond and present evidence and witnesses at the Hearing. All testimony at the hearing will be under oath. If you wish to be represented by an attorney, your attorney MUST notify the Special Magistrate's Clerk in writing prior to the Hearing at code@loxahatcheegrovesfl.gov.

If you disagree with a decision of the Special Magistrate, you may appeal to the Circuit Court of Palm Beach County within 30 days after the Special Magistrate's order is entered. If a person decides to appeal any decision with respect to any matter considered at this Hearing, such person will need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based (Section 286.0105, Florida Statutes).

For any questions about this Code Case or Hearing, please contact Town Hall or the undersigned at code@loxahatcheegrovesfl.gov or 561-793-2418.

Mario Matos,
Code Inspector



AGENDA
CODE ENFORCEMENT HEARING(S)
TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBER
155 F ROAD, LOXAHATCHEE GROVES, FL 33470
MONDAY, [DATE] – 9:00 A.M.

Special Magistrate

Amity R. Barnard, Esq

Administration

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

Town Attorney: Torcivia, Donlon, Goddeau, & Rubin, P.A.

Town Clerk, Valerie Oakes, CMC

Code Enforcement Inspector(s): Anthony Neoankis, John Suarez &
Deangelo Campo

I. CALL TO ORDER

II. ADDITIONS OR DELETIONS TO AGENDA

III. CONTINUANCES

a. Owner Name

Address (DC)

Case Number

List of codes sections on NOV and NOH.

b. Owner Name

Address (DC)

Case Number

List of codes sections on NOV and NOH.

IV. VIOLATION HEARINGS

a. Owner Name

Address (DC)

Case Number

List of codes sections on NOV and NOH.

b. Owner Name

Address (DC)

Case Number

List of codes sections on NOV and NOH.

V. FINE ASSESSMENT HEARINGS**a. Owner Name**

Address (DC)

Case Number

List of codes sections on NOV and NOH.

b. Owner Name

Address (DC)

Case Number

List of codes sections on NOV and NOH.

VI. NEXT HEARING DATE – [DATE]**VII. ADJOURNMENT**

If any person desires to appeal any decision with respect to any matter considered at these meetings, such person may need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based.



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

**CODE COMPLIANCE NOTICE OF VIOLATION
AND NOTICE OF HEARING**

Sent to:

[OWNER NAME]
[ADDRESS]
[ADDRESS]
[CITY, FL ZIP]

Case #

[XXXXXX]

Date:

[XXXXXXXXXXXXX]

Property Owner:

[OWNER NAME]
[ADDRESS]
[ADDRESS]
[CITY, FL ZIP]

Property Address:

XXXXXXXX
LOXAHATCHEE GROVES, FL XXXXX

Property Id. XX-XX-XXXX-XX-XXX-XXXX

YOU ARE HEREBY NOTIFIED that the undersigned inspector alleges that on [DATE], the following violation(s) of the Town of Loxahatchee Groves Code of Ordinances and/or Unified Land Development Code ("Code") existed on the property above:

Ordinance/Regulation	Section	Description	Days to comply from NOV Date
Article 87 - NATIVE TREE PRESERVATION AND INVASIVE EXOTIC REMOVAL,	Section 87-030 (A)-(F) - Tree removal permits. Article 87 -Native Tree Preservation and Invasive Exotic Removal	Section 87-030. - Tree removal permits. A landowner may apply for approval by the Town of a tree removal permit within a property containing an existing legal use or a vacant parcel whose proposed use is legal. A tree removal permit shall be required for the removal of all trees unless exempt under Section 87-020 or awarded a tree removal waiver by the Town under Section 87-025.	Immediately
CHAPTER 18. ENVIRONMENT AND NATURAL RESOURCES ART. II - NATIVE TREE PRESERVATION AND INVASIVE EXOTIC REMOVAL	Sec. 18-24. - Tree mitigation.	Sec. 18-24. - Tree mitigation. (a)Mitigation. Mitigation, through tree replacement as specified under this section, shall be required for the removal of native trees that are three inches DBH or greater. A tree replacement table identifying and quantifying all replacement trees to be installed shall be submitted with the permit application. The tree replacement plan shall also identify the size of each replacement tree and location for installation. The tree replacement plans shall maximize tree and vegetative buffering between properties. Tree replacement can be done	Immediately

		by the landowner. (b) Tree replacement. Removed native trees shall be mitigated through replacement in accordance with Table A-2. For relocated trees which die within one year of relocation, the replacement value shall be that as shown in Table A-2. Those trees less than six inches DBH shall be replaced with the same size tree as the relocated tree.	Item 6.
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Notes/Mean of Correction:

Section 87-030. - Tree removal permits.

Upon inspection of the property through an on-site visit and/or aerial GIS map investigation, I observed **[INSERT ANY DETAIL, AS AVAILABLE]** Trees were removed without a permit, exemption or waiver. Mitigation is also required as detailed above.

A tree removal permit shall be required for the removal of all trees unless exempt under Section 87-020 or awarded a tree removal waiver by the Town under Section 87-025 of the Unified Land Development Regulations. Any applicable exemptions or waivers must be applied and paid for.

Pursuant to Sec. 87-055(b) of the Town's Unified Land Development Code, unless exempt, "the removal of any tree, in violation of this section, shall constitute a separate violation. Each day a violation exists for such unlawful removal shall constitute a separate violation. Removal of each additional tree in violation of this section shall constitute a separate violation. Each day a violation exists for such unlawful removal shall constitute a separate violation."

The Town of Loxahatchee Groves Comprehensive Plan establishes the Town's priorities, objectives and policies relating to the preservation, maintenance, and conservation of trees, as well as the preservation of existing natural growth in Loxahatchee Groves. The Town prohibits the unnecessary removal or destruction of native trees.

DUE TO THE IRREPARABLE AND IRREVERSIBLE NATURE OF UNLAWFULLY REMOVING TREES, PLEASE IMMEDIATELY STOP ANY AND ALL TREE REMOVAL OR LAND CLEARING AND CONTACT THE UNDERSIGNED OR TOWN HALL AT 561-793-2418 TO APPLY FOR THE APPROPRIATE PERMITS (OR WAIVERS OR EXEMPTIONS, IF APPLICABLE). Removal of trees without the proper permit, exemption or waiver may result in fines of up to \$5,000.00, per tree, per day.

A HEARING FOR THIS MATTER HAS BEEN SET BY THE SPECIAL MAGISTRATE CLERK FOR **[DAY AND DATE] AT 9:00AM AT THE TOWN OF LOXAHATCHEE GROVES HALL CHAMBERS, 155 F ROAD, LOXAHATCHEE GROVES, FLORIDA 33470. THIS HEARING, REQUIRING YOU TO BE PRESENT, WILL BE HELD IF THE VIOLATION(S) HAVE NOT BEEN BROUGHT INTO COMPLIANCE AND APPROVED BY THE CODE COMPLIANCE DEPARTMENT PRIOR TO THIS DATE, AS EVIDENCED BY THE ISSUANCE OF AN AFFIDAVIT OF COMPLIANCE BY THE CODE COMPLIANCE INSPECTOR.**

The purpose of this Hearing is for the Special Magistrate to make "Findings of Fact" and "Conclusions of Law" relating to the violation(s) specified in the attached Violation detail and to issue an appropriate Order. The Hearing is also your opportunity to present evidence and/or contest the alleged violations, should you wish to do so. If you fail to attend the hearing, the Special Magistrate may base the findings solely upon the testimony of the Code Compliance Inspector and that of any other witness present and upon any evidence presented.

If a violation is found, the Order may require you to correct the violation(s) by a specified date. In addition, the Order may impose daily fines in accordance with Section 162.09(2), Florida Statutes, up to \$5,000 per day, per violation for irreversible or irreparable violations. Further, the Order will have the force of law, commanding you to take whatever steps are necessary to bring the violation(s) into compliance by a certain date to avoid imposition of one or more fines. Please bring this Notice of Violation and Hearing to the hearing.

Additionally, administrative costs may be imposed to recover all costs incurred by the Town in prosecuting this matter; if all violations are not corrected prior to the Hearing date, you may be assessed any such costs. The administrative costs and any fines imposed by the Special Magistrate shall constitute a lien on any real or personal property owned by you. Failure to pay these costs and fines may result in a foreclosure action by the Town.

You should be aware that if the alleged violation(s) is/are corrected prior to the Hearing, and recurs within one

year from the date of the original Notice of Violation, the case may be presented to the Special Magistrate as a Recurring Violation even if the violation is subsequently corrected.

You have the right to be represented by an attorney and to respond and present evidence and witnesses at the Hearing. If you wish to be represented by an attorney, your attorney MUST notify the Special Magistrate's Clerk in writing prior to the Hearing at code@loxahatcheegrovesfl.gov.

If you disagree with a decision of the Special Magistrate, you may appeal to the Circuit Court of Palm Beach County within 30 days after the Special Magistrate's order is entered. If a person decides to appeal any decision with respect to any matter considered at this Hearing, such person will need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based (Section 286.0105, Florida Statutes).

For any questions about this Code Case or Hearing, please contact Town Hall or the undersigned at code@loxahatcheegrovesfl.gov or 561-793-2418.

Mario Matos,
Code Inspector

Case Presentation Outline – Violation Hearing

Item 6.

Date Prepared: **Date**

- 1) Case Number: **Case Number**
- 2) Respondent Name(s): **Owner Name Line 1**
Owner Name Line 2
- 3) Property Address: **Property Address**, Loxahatchee Groves, FL
- 4) This case was established based on: **Complaint/NI** for violation(s) of the following code sections:
_____.
- 5) A Courtesy Notice was sent to the respondent via **first class mail** on **Date**.
- 6) The Courtesy Notice gave the respondent **Number** days to correct the violation(s).
- 7) On **Date**, the property was inspected, which found **Inspection Results**. Because the Respondent failed to correct the violation within the timeframe given in the courtesy notice, a notice of violation and hearing was issued.
- 8) On **Date**, the **NOV and NOH** was served on the Respondent by:
 - ☐ certified mail to Respondent(s);
 - ☐ hand delivery to Respondent(s); or
 - ☐ leaving the notice at Respondent's usual place of residence with a qualified recipient and informing the Recipient of the contents of the notice.
 - If Respondent is a commercial premise, on **Date**, the NOV and NOH was served on the Respondent by:
 - ☐ certified mail to registered agent; or
 - ☐ leaving the notice with a manager or other person in charge of the commercial premises.
 - In addition, on **Date**, the Notice of Violation and Notice of Hearing was posted at the following locations:
 - ☐ property address above; and
 - ☐ Town Hall, 155 F Road, Loxahatchee Groves, FL 33470.

*The posting at the above locations began on **Date** and continued for at least ten (10) calendar days.

An affidavit of service is included in the code enforcement file.

The correction date on the NOV and NOH was **Date**.

- 9) On **Date** property was reinspected, which found **Reinspection Results**.
- 10) Photographs were taken that fairly and accurately represent the condition of the property at the time they were taken. Each photograph is time-stamped and dated reflecting the date and time **I** took the photographs. Copies of the photographs are included in the code enforcement file.
- 11) Staff attempted to contact Owner/Representative: **Contact with Owner**.

- 12) In addition to my testimony, I offer the Town's **code enforcement file** for **Case No.** as a com exhibit to be admitted as evidence to further support a finding of violation for **Code Section(s)**.
- 13) The Code Compliance Division recommends the Respondent be found in violation of Code Section(s): **Code Sections**. It is recommended that the Respondent be given until **Date** to correct the violation(s). If the violation is not timely corrected, it is recommended that a fine assessment hearing be scheduled before the Special Magistrate on **Date** at 9:00am at the Town of Loxahatchee Groves, 155 F Rd, Loxahatchee Groves Florida.

Based on the gravity of violation, the action taken by the Respondent to correct the violation, **and previous violations by the Respondent**, it is recommended that the Respondent be charged a fine not to exceed **\$ Fine Amount** per day/per violation for each day the violation continues to exist. It is also recommended that costs incurred by the Code Compliance Division in the amount of **Cost** be assessed and ordered to be paid to the Town.

Repeat Violation Case Presentation

Item 6.

Date Prepared: **Date**

1) Case Number: **Case Number**

2) Respondent Name(s): **Owner Name Line 1**
Owner Name Line 2

3) Property Address: **Property Address**, Loxahatchee Groves, FL

4) This case was established based on: **Complaint/NI** for violation(s) of the following code sections: **code**.

5) On **Date**, the **NOV and NOH** was served on the Respondent by:

- ☐ certified mail to Respondent(s):
- ☐ hand delivery to Respondent(s); or
- ☐ leaving the notice at Respondent's usual place of residence with a qualified recipient and informing the Recipient of the contents of the notice.

- If Respondent is a commercial premise, on **Date**, the NOV and NOH was served on the Respondent by:
 - ☐ certified mail to registered agent; or
 - ☐ leaving the notice with a manager or other person in charge of the commercial premises.
- In addition, on **Date**, the Notice of Violation and Notice of Hearing was posted at the following locations:
 - ☐ property address above; and
 - ☐ Town Hall, 155 F Road, Loxahatchee Groves, FL 33470.

*The posting at the above locations began on **Date** and continued for at least ten (10) calendar days.

An affidavit of service is included in the code enforcement file. The notice of violation indicates that this is a repeat violation as to the following code section(s): **code**. On **date**, the Special Magistrate entered an order finding the Respondent in violation of the same code section(s). A copy of the that order is included in the code enforcement file. This repeat violation occurred within five (5) years of the prior violation(s).

6) Photographs were taken that fairly and accurately represent the condition of the property at the time they were taken. Each photograph is time-stamped and dated reflecting the date and time **I** took the photographs. Copies of the photographs are included in the code enforcement file.

7) Staff attempted to contact Owner/Representative: **Contact with Owner**.

8) In addition to my testimony, I offer the Town's entire code enforcement file for **Case No.** as a composite exhibit to be admitted as evidence to further support a finding of violation for **Code Section(s)**.

9) The Code Compliance Division recommends that the Special Magistrate find that the Respondent has violated **[Code Section(s)]** and that the violation is a repeat violation. Based on the gravity of violation, the action taken by the Respondent to correct the violation, and previous violations by the Respondent, it is recommended that the Respondent be charged a fine not to exceed **\$ Fine Amount** per day/per violation for each day the violation continues to exist. It is also recommended that costs incurred by the Code Compliance Division in the amount of **Cost** be assessed and ordered to be paid to the Town.

Case Presentation Outline for BTR Violation

Item 6.

Date Prepared: **Date**

- 1) Case Number: **Case Number**
- 2) Respondent Name(s): **Owner Name Line 1**
Owner Name Line 2
- 3) Property Address: **Property Address**, Loxahatchee Groves, FL
- 4) This case was established based on: **Complaint/NI**. for violation(s) of the following code section(s): **[List relevant codes]**.
- 5) A Courtesy Notice was sent to the respondent via **first class mail** on **Date**.
- 6) The Courtesy Notice gave the respondent **Number** days to correct the violation(s).
- 7) On **Date**, the property was inspected (and/or records were reviewed), which found **Inspection Results**. Because the Respondent failed to correct the violation within the timeframe given in the courtesy notice, a notice of violation and hearing was issued.
- 8) Correction Date was: **Date**
- 9) The **NOV and NOH** was served by:
 - ☐ certified mail to Respondent(s):
 - ☐ hand delivery to Respondent(s); or
 - ☐ leaving the notice at Respondent's usual place of residence with a qualified recipient and informing the Recipient of the contents of the notice.
 - If the Respondent is a commercial premise, service was effectuated by:
 - ☐ certified mail to registered agent; or
 - ☐ leaving the notice with a manager or other person in charge of the commercial premises.
 - In addition, on **date**, the Notice of Violation and Notice of Hearing was posted at the following locations:
 - ☐ property address above; and
 - ☐ Town Hall, 155 F Road, Loxahatchee Groves, FL 33470.

*The posting at the above locations began on **Date** and continued for at least ten (10) calendar days.

An affidavit of service is included in the code enforcement file.

The correction date on the NOV and NOH was **Date**.

- 10) An initial inspection and records check was conducted on **Date**, which found that no Business Tax Receipt had been applied for or issued and therefore the property was in violation of Town Code section(s): **Code Sections/violation**.
- 11) On **Date** property was reinspected and an additional records check was done, which found **Inspection Results**.

- 12) Photographs were taken that fairly and accurately represent the condition of the property at the time they were taken. Each photograph is time-stamped and dated reflecting the date and time **I** took the photographs. Copies of the photographs are included in the code enforcement file.
- 13) Staff attempted to contact Owner/Representative: **Contact with Owner.**
- 14) In addition to my testimony, I offer the Town's entire code enforcement file for **Case No.** as a composite exhibit to be admitted as evidence to further support a finding of violation for **Code Section(s).**
- 15) The Code Compliance Division recommends the Respondent(s) be found in violation of Code Section: **[indicate relevant code sections]**

It is recommended that the Respondent be ordered to do the following **within 30 days** of the date of this hearing:

1. Obtain the required Business Tax Receipt, **including the payment of any delinquency fee owed under sections 22-135, if applicable;** and
2. Pay administrative costs in the amount of **\$costs.**

If the Respondent fails to comply with the order within 30 days of the date of this hearing, the Town Requests that the Respondent be ordered to pay a fine of \$250 per day until full compliance is achieved.

- 1) Case Number: **Case Number**
- 2) Respondent Name(s): **Owner Name Line 1**
Owner Name Line 2
- 3) Property Address: **Property Address**, Loxahatchee Groves, FL
- 4) The Violation Hearing Date was on: **Date**
- 5) The Respondent was ordered to correct the violation of Code Sections: **Code Sections/Violation** on or before **Date** or pay a fine not to exceed \$ **amount Per Day/Per Violation**. The Order also scheduled a Fine Assessment hearing on **Date** if the Respondent did not timely correct the violation.
- 6) Proper notice of the fine assessment hearing was effectuated by:
 - ☐ certified mail to Respondent(s);
 - ☐ hand delivery to Respondent(s); or
 - ☐ leaving the notice at Respondent's usual place of residence with a qualified recipient and informing the recipient of the contents of the notice.

If the Respondent is a commercial premise, service was effectuated by:

 - ☐ certified mail to registered agent; or
 - ☐ leaving the notice with a manager or other person in charge of the commercial premises.

In addition, notice was posted at the following locations:

 - ☐ property address above; and
 - ☐ Town Hall, 155 F Road, Loxahatchee Groves, FL 33470.

*The posting at the above locations began on **Date** and continued for at least ten (10) calendar days.
- 7) On **Date** property was reinspected, which found **Reinspection Results**. *[NOTE: For permit cases, confirm no permit issued and update the magistrate as to the status of the application.]*
- 8) Photographs were taken that fairly and accurately represent the condition of the property at the time they were taken. Each photograph is time-stamped and dated reflecting the date and time **I** took the photographs. Copies of the photographs are included in the code enforcement file.
- 9) Staff attempted to contact Owner/Representative: **Contact with Owner**.
- 10) In addition to my testimony, I offer the Town's code enforcement file for **Case No.** as a composite exhibit to be admitted as evidence to further support a finding of violation for **Code Section(s)**.
- 11) The Code Compliance Division recommends the Respondent be found violation of the violation Order dated **date** and therefore Respondent be assessed a fine as provided for in the Order in the amount of **\$amount** per day/per violation commencing on **date**, and costs in the amount of **\$amount**.

**TOWN OF LOXAHATCHEE GROVES, FLORIDA
CODE COMPLIANCE DIVISION**

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA,**

Petitioner,

vs.

CASE NO.

Owner Name Line 1

Owner Name Line 2

Respondent(s)

_____ /

AFFIDAVIT OF COMPLIANCE

_____, Code Compliance Officer for the Town of Loxahatchee Groves, Florida, (“Officer”), after being duly sworn, says:

1. On _____, the Code Compliance Division presented a code violation case before the Special Magistrate for the Town of Loxahatchee Groves (“Special Magistrate”) concerning property owned by _____ (“Property Owner”) at **property address, parcel control number, legal description** (“Property”).
2. Based on competent substantial evidence, the Special Magistrate found the Property was in violation of the Town of Loxahatchee Groves Code of Ordinances for _____.
3. Based on the Special Magistrate’s findings and conclusions of law, the Special Magistrate ordered the Property Owner to take certain corrective action before _____.
4. Code Compliance Officer _____, conducted a reinspection of the property on _____.
5. The re-inspection revealed that the Property Owner has taken all corrective action ordered by the Special Magistrate and all violations cited in the above referenced case are in compliance as of the date of this affidavit.
6. This Affidavit of Compliance only attests to the property’s condition on **date** and does not constitute a relinquishment or satisfaction of lien or proof of payment of any cost or fine which may have accrued pursuant to Section 162.09, Florida Statutes, for any period of non-compliance.

I understand that I am swearing or affirming under oath to the truthfulness of the claims made above.

Code Compliance Officer

Date

STATE OF FLORIDA
 COUNTY OF PALM BEACH

Sworn to and subscribed before me by means of [] physical presence or [] online
 notarization, this _____ day of _____, 20____, by _____.

 Notary Public, State of Florida
 My Commission Expires:

Personally Known _____OR Produced Identification _____
 Type of Identification Produced: _____

Town of Loxahatchee Groves



Code Compliance

Standard Operating Procedures

Code Compliance Department
155 F Road
Loxahatchee Groves, Florida

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PURPOSE AND PHILOSOPHY

The purpose of Code Compliance is to achieve voluntary compliance from residents and businesses within the Town of Loxahatchee Groves who are in non-compliance with the Unified Land Development Code (ULDC) and/or with provisions of the Town's Code of Ordinances (the Code). This Standard Operating Procedures ("SOP") provides an overview of the Code Compliance function and the policies and procedures for correcting incidents of non-compliance. It may be updated with additional policies and procedures from time to time as the Town's regulations, values and goals shift.

This manual is a tool for Code Compliance Officers ("Compliance Officer") to help achieve compliance and guide general staff on processing code cases. It contains best business practices and are intended to be aspirational and not mandatory despite the use of the words "must" or "shall." Code Officers use various techniques to ensure compliance with Town, state and local laws related to building, zoning, health, safety, property maintenance, and other regulations. The goal is to get voluntary compliance from residents.

Many residents and business owners may not be aware they are in non-compliance. Providing outreach and educational information for the resident, property owner and business owner is the first opportunity to achieve voluntary compliance. Educational outreach is critical for achieving voluntary compliance. Assisting residents in violation with the process toward compliance is paramount.

Each case is unique, and a single solution does not always fit all situations.

Code compliance should take a positive rather than punitive look at circumstances and embrace a more holistic approach partnering as much as possible with the community—keeping all stakeholders aware of progress and challenges. As much as possible community input should be considered in reviewing goals and objectives. A measured and transparent approach recognizes the importance of:

- **Compliance:**
 - *Improved Life, Health, and Safety:* Ensures the well-being of the community.
 - *Increased Sense of Community and Civic Pride:* Builds community spirit and pride.
 - *Increased Respect for Community and its Public Image:* Enhances the Town's reputation.
 - *Improved Quality of Life:* Creates a better living environment.
 - *Improved Land Values:* Raises property values.
 - *Decreased Nuisances:* Reduces public disturbances.
- **Education and Outreach:**

- *Public Education*: Teaching residents and business owners about the Town's Code enforcement process and ordinances can lead to immediate compliance.
- *Communication Methods*: Utilize social media (Facebook, Next Door), mass mailings, and face-to-face discussions.
- *Neighborhood Improvement Program*: Engage with property owners to discuss compliance.
- **Enforceable Town Codes**
 - Clear, not confusing codes, with objective standards and defined terms leaving less room for disputes
 - Code terms are set forth in a logical location, and are easy to find and administer
 - Timely provisions to prevent/address the Town's current challenges
 - Updated to reflect current State laws and policies
 - Trained Code Compliance Officers that understand the community and its code
- **Ethical Standards:**
 - Code Compliance staff should be ethical, firm, fair, and friendly.
 - The Florida Association of Code Enforcement (FACE) defines the goal of Code Compliance Officers as safeguarding lives and property and respecting the Constitutional rights of all community members.
 - Compliance Officers should model professional behavior, be accountable, make unbiased decisions, and maintain public trust.
- **Positive Approach:**
 - Code compliance should take a positive rather than punitive look at circumstances.
 - Embrace a holistic approach by partnering with the community.
 - Keep all stakeholders aware of progress and challenges.
 - Consider community input in reviewing goals and objectives.
- **Training**
 - Instill proper techniques for dealing with the public to achieve compliance.
 - Continue training and education to improve compliance processes.
 - Certification and training sessions are available through FACE.
 - Maintain a professional appearance and demeanor.
 - Handle situations with understanding, care, and concern.
- **Success Relies Upon:**
 - *Clear Roles and Responsibilities*: Define the duties of all involved.
 - *3-Step Process*: Educate, encourage, enforce.
 - *Open, Clear, and Continuous Communication*: Keep lines of communication open.
 - *Transparency and Technology*: Use modern tools for efficient compliance.

- **Consistency and Strategy:**

- Build consistency over time while maintaining realistic community standards.
- Use a mixture of proactive and reactive strategies.
- Consider the use of the two paths under FS 162 depending on circumstances: Traditional Warnings/Notices to property owners and/or Civil Citations to both property owners and contractors.

Code Compliance in Loxahatchee Groves strives to ensure a safe, clean and lush rural community by fostering voluntary compliance through education, ethical compliance, and community engagement. This manual is a guide for Compliance Officers to achieve these goals effectively and efficiently.

CHAPTER 1

1.0 Workflow and Case Management

While each code enforcement case is unique, our process is the same for all cases:

- *Case Initiation:* Code cases begin with complaints or life, health, safety observations by Code Officers.
- *Communication and Education:* Educate the property owner or business about the violation and provide an opportunity for voluntary compliance by issuing a verbal warning or written courtesy notice.
- *Enforcement Actions:* If voluntary compliance is not achieved, issue notice of violation and schedule code enforcement hearing; record all actions taken in the case file.
- *Follow-Up and Documentation:* Follow up to ensure compliance; document all steps taken in the process, including communication, notices, and any fines or costs.
- *Resolution:* Achieve compliance through voluntary actions or enforcement measures. Close the case once compliance is verified.
- *Checklist:* see attached Appendix B for a code enforcement checklist.

1.1 Identifying and Prioritizing Code Cases

The Town aims to preserve the rural lifestyle of the community. With its limited resources and large footprint to cover, prioritizing cases is critical. While citizen complaints are the primary means of identifying potential code cases, the Town explicitly focusses on health, safety and welfare including incidents causing environmental harm. Nuisances and other property maintenance issues without the risk of immediate harm are a very low priority for the Town.

Code Officers generally do not self-initiate cases or proactively patrol the Town, unless a specific code section has been approved by the Council to be proactive or if the violation is a hazard and concern to the life, health, safety, and/or welfare of the community.

1.2 Complaints

The Town's Code Compliance is complaint driven at the direction of Town Council. When making a code complaint, the individual must provide their name and address for the Code Officer to initiate a code investigation. As of July 1st 2021, individuals making a code complaint are required to provide their name and address for the alleged complaint to be investigated pursuant to Section 162.06 (1)(b), Florida Statutes:

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

Anonymous complaints and/or complaints providing false or misleading information will not be considered.

1.3 Types of Violations

- Health and Safety Hazards:
 - Examples include:
 - Improper disposal of hazardous materials.
 - Unsanitary living conditions or commercial food preparation.
 - Pest infestations.
 - Unsafe electrical or plumbing systems.
 - Strict enforcement of these hazards ensures the health and safety of residents and the cleanliness of the environment.
- Building Code Violations:
 - Building codes ensure safe and habitable structures. Violations include:
 - Constructing buildings that are not permitted, such as sheds in restricted areas.
 - Failing to follow electrical or plumbing codes during building or remodeling.
 - Non-compliance with fire safety measures.
 - Failing to meet accessibility standards.
 - Substandard construction poses risks to residents and visitors, and enforcement ensures compliance with local, state, and federal regulations.
- Zoning Violations:
 - Zoning laws regulate land use and development to ensure healthy growth.
 - Violations include:

- Operating a business in a residential neighborhood.
- Making unapproved building modifications.
- Exceeding height restrictions.
- Enforcing these laws protects the Town's neighborhoods and business areas, maintaining the intended character of the community.

1.4 Quality Service with Complete and Accurate Records

All complaints should be digitally recorded. Each case should be assigned a case number and identify whether the matter is an incident under investigation, a non-compliance issue in a courtesy period or has become a violation.

- Ensure quality service, standardized information, transparency and required recordkeeping.
- Maintain detailed and organized accurate and complete records.

1.5 Case Files

A case file should be created for each incident and violation (both hard copy and electronically) and should contain the following:

- Property Details
 - Property Appraiser's Page (PAPA) Information: Includes ownership details and aerial photographs from Property Appraisers or MyGeoNav.
 - Proof of Ownership: Additional documents showing ownership not available via PAPA (e.g., deeds, official records).
 - Sunbiz Printout: If the case involves a business, corporation, or LLC.
 - Cover Sheet: Completed with property owner information.
 - The Code Officer must verify ownership using the Palm Beach County Property Appraiser Website and conduct an inspection. Both the owner and resident occupying the property must receive notices.
- Notices and Communications
 - Case File Activity Worksheet: Contains detailed case notes by Admin staff and/or Code Officer. Every contact with property and property owner should be documented. Each time the file is reviewed, document the date it is reviewed and the reason for the review.
 - Copies of All Notices: Sent or posted, such as Courtesy Warning Notices, Notices of Violation, and Notices of Hearing. Notices must meet Florida Statutes 162 requirements.
 - Photographic Evidence of Notices:
 - Photos of notices posted on the property or at Town Hall.
 - Notices must be posted at visible and secure locations, preferably at the main entrance.

- Use plastic document protectors and tape to shield notices from weather damage.
- Take photographs of posted notices, including wide shots for location context and close-ups for legibility.
- Photographs should be date and time-stamped to reflect the date and time it was taken.
- Photographs should be clear and accurately represent the image being captured.
- Correspondence: Include all written or email exchanges during the investigation.
- Proof of Service
 - Certified Mailing Process:
 - All Notices of Violation (NOVs), Notices of Hearing (NOHs), and related documents must be sent via certified mail with USPS tracking.
 - Enter tracking numbers into the Delivery tab in Gov-Easy for accurate tracking.
- Documentation and Filing:
 - Retain certified mail receipts, green cards, and delivery confirmations in the paper case file.
 - Upload scanned copies of these documents to the corresponding electronic case file in Gov-Easy.
- Affidavits of Service (AOS):
 - Complete an affidavit for each notice sent and posted, detailing the method and date of service.
 - Include USPS tracking, posting details, and supporting photographs.
 - Store affidavits in both electronic and physical files.
- Evidentiary Materials
 - Photographs of Violations: All photos documenting violations.
 - Related permits, calculations and maps.
 - Evidence Presented at Hearings: Copies of regulations cited or submissions by either party.
- Administrative Documentation
 - Cost Recovery Sheet: Detailed records of costs incurred during the investigation.
 - Affidavits of Compliance (AOC): If compliance was achieved before a violation hearing.
 - Affidavits of Compliance (AOC): If compliance was achieved after the violation hearing.
 - Process Notes: Document reasons for any changes or delays in the investigation process.
- Magistrate Meeting Materials
 - Hearing Agenda: Complete agendas prepared for hearings.

- Magistrate Orders: Includes Violation Orders, Orders of Continuance, and Fine Assessment Orders.
- Materials Presented at Hearings: Include all evidence and supporting documentation.
- Invoice Information
 - Invoices: Include payments for expert witnesses, consultants, or other professionals engaged in the case.
- Record of Liens and Releases
 - Lien Filings: Official records of liens filed with the County.
 - Release of Liens: Documentation of lien release after fines or fees are satisfied

1.6 Manual Procedures for Case Management

- An Excel Spreadsheet /Manual Process is maintained for the following:
 - Cases prior to 2022
 - voicemails, emails, other messages, etc.
 - Specific mailings (canal bank obstructions, site triangles, RV/rental registrations, livestock waste, containerized solid waste collection, etc.)
- The Code Officer will enter all code actions taken towards voluntary compliance in the Excel Spreadsheet Loxahatchee Groves has established for case management and case tracking purposes.
- A physical file and a digital file stored in Town Docs or Dropbox will be maintained for manual cases.

1.7 Case Management with Gov-Easy

- Case Creation in Gov-Easy:
 - Each incident, courtesy letter and Notice of Violation (NOV) must have an active investigation case opened in Gov-Easy, and a unique case number assigned.
 - If a property does not exist in Gov-Easy:
 - Create a temporary case to generate a case number.
 - Delete the temporary case but retain the assigned number for reference.
 - Maintain a physical file and a digital file stored in Town Docs or Dropbox for manual cases.
- Owner Information Updates in Gov-Easy:
 - Cross-reference property owner details with the Property Appraiser's Page (PAPA) to ensure the most accurate and up-to-date mailing address is used for notices.
 - Update the owner record in Gov-Easy if discrepancies are found between the system and PAPA records.
- Electronic File Organization:
 - Use standardized naming conventions for easy file retrieval, e.g., [Case Number]_[Document Type]_[Date].

- All documents, correspondence, and evidence related to the case must be scanned and uploaded into the corresponding case record in electronic case file.
- Each case file shall have a duplicate electronic file housed in Town Docs under the Code Compliance folder and as per Town Clerk's procedure.
- All orders issued by the Magistrate shall be scanned and placed in the electronic file.

1.8 Modernizing Compliance with Technology

- Mobile Applications:
 - Empower officers in the field with mobile tools for:
 - Uploading photos and documentation in real-time.
 - Entering case details directly into the centralized system.
 - Generating reports on-site to reduce paperwork and improve efficiency.
 - Benefits include:
 - Streamlined inspections and quicker resolution times.
 - Up-to-date recordkeeping accessible to both field officers and office staff.
- Geographic Information Systems (GIS):
 - Leverage GIS for spatial analysis and enhanced resource allocation by:
 - Identifying patterns and clusters of code violations.
 - Prioritizing inspections based on high-violation areas.
 - Offering municipal leaders insights into underlying community trends that may require intervention.
 - Integration with code enforcement software provides a comprehensive, real-time view of violations town-wide.
- Data Management Systems:
 - Centralize the management of code enforcement data to:
 - Organize, track, and analyze case information efficiently.
 - Generate reports and dashboards that display real-time updates on violations and outcomes.
 - Enable trend analysis to inform strategic decision-making and foster accountability.
 - Public-facing dashboards can build trust by allowing residents to view enforcement progress transparently.
- Resident Engagement and Digital Notifications:
 - Develop a resident-friendly mobile app for:
 - Reporting violations with uploaded evidence (e.g., photos).
 - Tracking case progress from submission to resolution.
 - Automate digital notifications via email or SMS to:
 - Update residents on case statuses, deadlines, and hearing schedules.
 - Ensure timely communication and transparency.

- Standardize workflows and case management through digital platforms for electronic records, ensuring every case has a digital file accessible to all stakeholders.
- ***Include step-by-step instructions for using the system to minimize errors---please insert what we need here much in same way it is done for Gov Easy only make it better!!!!***

1.9 Public Records

All Code Case files are subject to public records requests.

CHAPTER 2

2.0 Complaint/Incident

In accordance with Section 14-1 of the Town Code of Ordinances, Code Enforcement Officers must use and comply with the provisions of Chapter 162, Part I, Florida Statutes for its code enforcement actions and procedures. In addition, Code Enforcement Officers may use supplement code enforcement procedures through county court procedures as authorized in Chapter 162, Part II, Florida Statutes. Such supplemental procedures include the use of civil citations, which is separately discussed in Chapter 9 of this SOP.

2.1 Case Initiation and Inspection

Inspections may involve accessing the property or a neighbor's property with permission, taking pictures/videos and talking through code requirements to the extent possible with property owner(s) and neighbors so that the Town's process is not weaponized between residents.

Follow up inspections are required to confirm compliance and are performed throughout the process from warning to notice of violation, prior to each hearing, and in order to release lien/issue Affidavit of Compliance.

2.2 Warning Process/Courtesy Notice

Voluntary compliance is the Code Department's main objective.

- If a violation is found based on inspection, a Written or Verbal Warning or Written Courtesy Notice may be issued upon identifying a violation that does not pose an immediate threat to health or safety. The notice must be placed in plain view or mailed to the owner of record, giving the owner or representative of the property a reasonable time to comply.
- For simple violations, the Code Inspector may issue a verbal warning. If the property owner is not home or the Officer cannot enter the property, a doorhanger may be left on the property in plain view providing a description of the violations, contact

information for the officer and giving a reasonable time to comply as noted above. If compliance is not achieved, proceed to issue a Courtesy Notice or a Notice of Violation.

- Record doorhangers, written and/or verbal warnings as well as courtesy notices in the case log, with a reasonable compliance period.

It is imperative to note that while doorhangers, written and/or verbal warnings, and courtesy notices are an essential tool for outreach and voluntary compliance for common violations, not all violations are suitable for these tools. For example, serious violations like bringing fill into a flood hazard area without an FDA permit require more immediate and formal enforcement actions.

2.3 Notice of Violation and Notice of Hearing

If the property remains in violation after the compliance period has passed, a Notice of Violation and Notice of Hearing (NOV-NOH) may be issued. This notice must provide a reasonable time to comply, unless an immediate threat to health, life, or safety necessitates urgent action. The goal remains to secure voluntary compliance whenever possible.

The Notice of Violation and Notice of Hearing is issued as follows:

- If there is failure to comply after the Courtesy Notice period, a Notice of Violation/Notice of Hearing (NOV-NOH) may be issued by the Code Officer.
- The Code Officer must verify ownership using the Palm Beach County Property Appraiser Website.
- Each NOV-NOH must have a unique case number assigned.
- The NOV-NOH must include all legally required details as outlined in Florida Statutes 162, meeting all notification timelines and statutory requirements.

2.4 Repeat Violations

A repeat violation occurs when a property owner, previously found in violation and issued a Final Order by the Special Magistrate, commits the same violation within five years.

- Notice and Compliance Requirements:
 - Repeat violations do not require a compliance period or reasonable notice.
 - A Notice of Violation and Notice of Hearing (NOV/NOH) must be sent to the property owner, clearly indicating the case is a repeat violation.
- Fines and Hearing Process:
 - If the violation is a repeat violation, fines may begin accruing immediately upon observation of the repeat offense by the Code Officer, without a need for a reasonable time to correct the violation.
- Documentation Requirements:

- Include detailed records of the original violation, the Violation Order, proof of compliance, and evidence of the repeat offense in the case presentation to the Special Magistrate.

CHAPTER 3

3.0 Special Magistrate

The Town utilizes a Special Magistrate to preside over code case determinations, including issuing fines and directing future actions as needed. This approach is both efficient and neutral, as it eliminates the need for a quorum. The Special Magistrate is a legal professional with relevant expertise and is engaged through a contract.

3.1 Hearing Agenda and Meeting Process

- The Special Magistrate Hearing Agenda will be created by the Town Clerk or designee prior to the hearing. The agenda will be sent to the Special Magistrate, Town Attorney, and other designees as directed by the Town Manager.
- Magistrate hearings are scheduled to occur once a month, on the first Monday of each month, at 9:00 AM, at 155 F Road Town Hall. Changes to this schedule may be made under special circumstances.
- Copies of the Special Magistrate Hearing Agenda will be made available to the public for transparency.
- Town Clerk or designee is responsible to ensure notice is adequately posted.
- Magistrate hearings shall be recorded by video and audio, including publication on YouTube, to meet all criteria for public meetings and ensure accessibility.
- During the hearing, the Code Officer will present the facts of each case to the Special Magistrate, submitting all relevant evidence and providing testimony to support the case.

CHAPTER 4

4.1 Fine Mitigation Requests

- Eligibility: Fine mitigation hearings are permitted only after compliance is achieved and an Affidavit of Compliance is issued.
- Upon verified compliance of a code case that has accumulated fines and resulted in a lien, the property owner may submit an Application for Mitigation Consideration to request a hearing through the Special Magistrate Process.
- Application must be complete and include:
 - Evidence of compliance with the violation.
 - Payment of any required application or petition fees.
 - Documentation of all administrative and abatement costs incurred by the Town.

- A description of the violation(s) and dates of compliance.
- A justification for the mitigation request, including reasons for delays, efforts toward compliance, and any relevant hardships.
- Application will be reviewed by the Code Officer and Town Manager or designee to ensure all required documentation is provided and to assess eligibility for mitigation consideration. If additional information is needed, Town staff may request further details from the applicant.

4.2 Review and Recommendation to Magistrate

- Review criteria include but are not limited to:
 - gravity of the violation
 - efforts of the owner to bring the property into compliance
 - prior violations by this owner on this property or other property(ies) within the Town
 - any other relevant information, including but not limited to information that the lien reduction is or is not equitable and/or in the best interests of the Town. If additional information is needed, the Town Manager, through Code staff, may request such information from the property owner (if unknown to staff).
- The Town Manager with Code Officer make a determination as to the recommended percentage of the reduction of the lien, if any. The following factors and corresponding percentage reduction amounts in formulating a recommendation to the special magistrate on lien reduction requests.
 - Gravity of the violation (e.g., impact of the violation(s) on the public health, safety, welfare of the occupant(s), neighbors, other affected parties, and surrounding properties, impact on the environment, whether the violation was irreversible or irreparable, and other similar considerations):
 - Time taken to bring the property into compliance, calculated from the date the Notice of Violation was issued (also consider owner efforts to comply, difficulty of compliance, etc.):
 - Previous code violations by the property owner

4.3 Magistrate Determination

- Upon review of complete Application and determination as to lien reduction, if any, the case will be scheduled for a Magistrate Hearing for consideration and determination of the final amount in accordance with FS 162. No other Town employee or Town contractor/consultant shall provide a recommendation on any lien reduction to the Special Magistrate on behalf of the Town without the authorization of the Town Manager or the Town Council.
- Notify the property owner of payment terms as ordered by the Special Magistrate.
- Upon the Magistrate's decision, and after the property owner pays the mitigation amount and all administrative costs, the Town will issue and record a Release of Lien with Palm Beach County.

CHAPTER 5

5.0 Foreclosure Policy and Procedures

Section 162.09, Florida Statutes, authorizes the Town to foreclose code enforcement liens attached to non-homestead properties, as defined by Section 4, Article X of the State Constitution. The purpose of this Foreclosure Policy and Procedure is to establish a reasonable and consistent framework for the assessment of potential foreclosure lawsuits on behalf of the Town. This framework ensures consistency, fairness, and public interest alignment in all foreclosure proceedings.

5.1 Foreclosure Authority

- The Town Council has adopted a Foreclosure Policy and Procedures framework through Resolution No. 2024-___. This policy ensures a consistent and equitable approach to addressing code enforcement liens while safeguarding public interests.
- The Town Council supports the limited use of lawsuits to foreclose on code enforcement liens. To ensure consistency and fairness, the Council requires all foreclosure actions to be evaluated against a standardized policy and procedure. These measures ensure that only high-priority cases proceed, with Town Council approval required before any foreclosure lawsuit is initiated.

5.2 Key Foreclosure Activities

- Approval Process: New foreclosure lawsuits will be filed only upon approval of the Town Council.
- Evaluation Criteria: Staff will recommend foreclosure lawsuits when one or more of the following conditions are met:
 1. The property has more than \$100,000 in unpaid code enforcement fines.
 2. The property has been out of compliance for over one year.
 3. Conditions on the property pose a substantial risk to life, safety, or general welfare.
- Standardized Checklist: Staff will use a standardized checklist to evaluate potential cases.
- Notification: Property owners will receive written notice of the Town's intent to seek authorization for foreclosure.

In exceptional circumstances, Town staff may seek approval to file lawsuits in cases that do not meet the above criteria. Nothing in this policy shall preclude the Town Council from approving or directing litigation to foreclose or otherwise collect on a code enforcement lien when, in its sole discretion, such action is appropriate and in the best interest of the Town.

5.3 Approval Requirements

The Town's administrative staff is authorized to expend funds, in accordance with Town Code Chapter 2, Article V 'Purchasing,' and to take such actions as are necessary to adequately evaluate each potential new case before presenting the case to the Town Council for approval to file a lawsuit.

5.4 Foreclosure Process

- The foreclosure process may begin three (3) months from the filing of a certified copy of an order imposing fines with Palm Beach County. The Town Attorney shall be involved in this process, and shall provide the Town with the necessary guidance to navigate this process.
- Town staff will request foreclosure authorization from the special magistrate and, subsequently, seek Town Council approval before proceeding.
- Once the Orders of Foreclosure is granted by the Special Magistrate the Order may be recorded at Palm Beach County and send to the owner via certified, registered, and regular mail. (Florida Constitution, provides that homestead property shall be exempt from forced sale under process of any court).

5.5 Foreclosure Procedures

- Before presenting a foreclosure case to the Town Council, staff must complete the following steps:
 - Verify that the subject property is not a homestead, as defined by Section 4, Article X of the State Constitution.
 - Confirm that the lien has been recorded for at least three (3) months and remains unpaid.
 - Obtain a title search for the property, reviewed by the Town Attorney.
 - Identify any superior (prior recorded) liens held by other parties.
 - Use a standardized foreclosure checklist for each case, substantially in the form attached and approved by the Town's administrative staff and Town Attorney.
 - Obtain an order from the special magistrate authorizing foreclosure in accordance with Section 162.09, Florida Statutes, with written notice to the property owner.
 - Place the matter on the Town Council meeting agenda for approval.
 - Compile all notices, orders, affidavits, and supporting evidence for the case.
 - Forward a complete file to the Town Attorney for review.
 - Prepare an Agenda Item Report (AIR) for the Town Council to request foreclosure authorization.
- File Foreclosure Authorizations:
 - Submit the Magistrate's foreclosure authorization order to the Clerk of the Court for recording.

- Retain copies of all filed documents in the case file and update Gov-Easy with scanned versions.

5.6 Foreclosure Checklist

The standardized checklist ensures consistency in evaluating potential cases. Below is the form to be completed for each property being considered for foreclosure:

Foreclosure Checklist

Property being considered for foreclosure:

Owner name(s):

Owner mailing address (see Tax Collector's records):

Any other owner address that Town has notice of:

Is the property a homestead: ____ Yes ____ No

[If yes, proceed only after obtaining information from PAPA as to specific portion of property homesteaded, ascertaining if other properties are owned and working with Town Attorney. The portion of the property that is subject to homestead cannot be foreclosed.]

Does the property have a lis pendens recorded against it in an open case:

____ Yes ____ No

[If yes, do not proceed with checklist. This property is already in foreclosure.]

Is the property in compliance: ____ Yes ____ No

Current amount of lien: _____ as of _____, 20__

Daily amount of fine, if still accruing: _____

If the property is not in compliance, what condition is the property in (give details):

Owner made efforts to comply the property: ☐ Yes ☐ No

Owner has an existing hardship: ☐ Yes ☐ No

If yes, explain:

Do the conditions on the property pose a substantial risk to the life, safety, or the general welfare?

☐ Yes ☐ No

Date Town's lien was recorded: _____ Book _____ Page _____

Does Town's lien have the Town Clerk's certification: ☐ Yes ☐ No

Does code enforcement file include the following (check all that apply):

- Notice of violation/notice of hearing ☐ Yes ☐ No
- Notice of fine assessment hearing ☐ Yes ☐ No
- All certified mail return receipts and/or posting notices ☐ Yes ☐ No
- All orders (order finding violation, order assessing fine and lien, authorizing foreclosure, etc.) ☐ Yes ☐ No
- Affidavit(s) of Non-Compliance (dated beyond date set for compliance) ☐ Yes ☐ No
- Photographic evidence of violations ☐ Yes ☐ No
- Copy of recorded lien with proper certification on it? ☐ Yes ☐ No

What superior (recorded prior to Town's lien) mortgage(s) or lien(s) currently exists on the property:

Bank/Mortgagee: _____ Mortgage Date: _____ Balance (if known): _____

Bank/Mortgagee: _____ Mortgage Date: _____ Balance (if known): _____

CHAPTER 6

6.0 Lien and Fine Management

- Track all active liens and running fines in the case management system.

- Update lien records monthly, reflecting payments, accrued interest, or compliance changes.
- Maintain a centralized log summarizing lien amounts and statuses for active properties.
- Conduct quarterly reviews of active liens to determine foreclosure viability.
- Prioritize properties based on:
 - Lien amounts exceeding \$100,000.
 - Non-compliance lasting over one year.
 - Risks to health, safety, or welfare.

6.1 Metrics and Reporting

- Track performance metrics, including but not limited to:
 - Average time to compliance, both overall and for each tool or approach used.
 - Percentage of cases resolved voluntarily v. other methods.
 - Number of repeat violations.
- To accurately reflect the success of voluntary compliance efforts, Code Compliance metrics should include not only Magistrate Hearing outcomes but also the number of violations resolved through informal processes, such as Courtesy Letters, direct phone calls, or in-person meetings. A possible performance metric would be:
 - The types of violations commonly resolved through outreach versus those requiring formal hearings. The types of violations commonly resolved through outreach versus those requiring formal hearings.
- Generate monthly, quarterly and annual compliance reports for internal review and public transparency.

CHAPTER 7

7.0 Provisions for Special Circumstances

- Temporary Adjustments for Emergency Compliance Protocols:
 - Suspend non-urgent compliance efforts during hurricanes or public health emergencies.
 - Establish a priority system for health and safety violations during crises.
 - Coordination with emergency services and other agencies as necessary.
- Community Communication: Notify residents of temporary policy adjustments through email, social media, and public announcements.

7.1 Proactive Inspections and Monitoring

While the Town's code compliance function is focused on reactive enforcement based on complaints, there are occasions where pro-active enforcement is appropriate:

- In anticipation of enforcing compliance with existing code and/or for implementing new code.

- For recurring or high-priority violations, such as life-safety issues, environmental hazards, or habitual offenders.
- For monitoring specific areas or activities, such as wetland protection zones, tree removal or construction sites. For scheduled monitoring and/or as otherwise directed by Council.

7.2 Officer Development and Resources

- Training and Development:
 - Comprehensive Training Curriculum:
 - Certification programs, such as those offered by the Florida Association of Code Enforcement (FACE).
 - Annual refresher courses to stay current with legislative changes, evolving codes, and regulatory requirements.
 - Conflict resolution and communication skills to handle challenging situations effectively.
 - Training on modern inspection tools and technologies, including GIS systems, mobile applications, and digital case management platforms.
 - Field safety protocols to ensure personal safety during inspections.
 - Knowledge Requirements:
 - In-depth understanding of local building codes, zoning ordinances, health and safety regulations, and legislative updates.
 - Analytical and observational skills to identify violations, evaluate their severity, and recommend appropriate corrective measures.
- Supportive Resources:
 - Access to Expertise:
 - On-demand support from legal and technical advisors to address complex cases.
 - Opportunities for site visits and knowledge exchange with neighboring municipalities to share best practices.
 - Wellness Program:
 - Initiatives to address stress and promote mental well-being for officers handling enforcement duties.
- Equipment and Tools:
 - Provide officers with reliable, field-ready equipment, including:
 - Weatherproof tablets for efficient, real-time documentation and data access.
 - Digital measuring devices for precise assessments.
 - Body cameras for transparency and accountability.

7.3 Community Engagement Plan

The Town's rural character, with most properties being a minimum of 5 acres and often enclosed by fences, is a unique characteristic that limits the ability of Code Officers to conduct door-to-door outreach. Nonetheless, educational outreach, coupled with timely communication and proper documentation, ensures a collaborative process between the Town and residents.

- The first point of communication with residents will likely occur after a complaint is made. Code Officers should strive to contact property owners via phone, email, or in person whenever possible before issuing an NOV/NOH.
- Develop and implement a Community Engagement Plan, including:
 - Regular workshops or webinars on code compliance topics.
 - Use of social media for reminders, success stories, and educational posts.
 - Opportunities for residents to provide feedback on compliance challenges.

CHAPTER 8

8.0 Fees, Fines and Administrative Cost Transparency

- Detailed fees and fines for violations, hearings, or mitigation requests are detailed in Appendix A including:
 - Standard fine amounts for common violations.
 - Application fees for mitigation requests or appeals.
 - Lien release fees.

CHAPTER 9

9.0 Civil Citations

In accordance with Section 14-3 of the Town Code of Ordinances, Code Enforcement Officers may use supplement code enforcement procedures through county court procedures as authorized in Chapter 162, Part II, Florida Statutes. Moreover, Sections 162.03(2) and 162.13, Florida Statutes, authorize municipalities to provide other means of obtaining compliance with local codes. Such supplemental procedures and other means include the use of civil citations.

The Town's civil citation process provides for a shorter process for certain code violations wherein a special magistrate hearing is not required unless requested by the violator. The civil citation, generally, provides for (1) Issuance of a warning that provides up to 30 days to comply (unless a serious threat to health and safety); (2) If the violator fails to timely comply the violation, the code officer may issue the violator a citation which generally includes the fine amount, the date compliance is due, and the option to appeal (i.e., special magistrate hearing); (3) Ideally, the violator will comply the violation and pay the citation and the case is closed; and (4) If the violator fails to pay the citation and the does not timely appeal the citation, this failure becomes proof of the violation for proving a future repeat violation.

Appendix A: Fee and Fine Schedule

Appendix B: Forms for Use

The following appendix includes standardized forms used by Code Enforcement Officers to ensure consistency across all cases.

1. Code Enforcement Checklist
2. Notice of Violation and Notice of Hearing
3. Violation Detail
4. Affidavit of Service
5. Letter of Compliance
6. Special Magistrate Agenda
7. Outline Case Presentation – Violation Hearing
8. Outline Case Presentation – Repeat Violation
9. Outline BTR Case Presentation – Violation Hearing
10. Outline Fine Assessment Presentation – Status.Fine Assessment Hearing
11. Affidavit of Compliance

Appendix C: Records Retention Requirements

The retention periods set forth in the general records schedules are based on federal and state laws and regulations, general administrative practices and fiscal management principles. Please note that these are *minimum* retention periods.

CODE VIOLATION RECORDS: CITATION ISSUED Item #398

This record series documents code enforcement activities in response to code or ordinance violations in instances when citations were issued. Records may include, but are not limited to, evidence of verbal or written warnings, photographs, on-site inspection notes, copies of the first and second violation notices, and orders to appear. If the process continues with a

Code enforcement Board hearing or a Special Master proceeding, the records become part of the Code Enforcement Hearing Case Files. Refer to Chapter 162, Florida Statutes, County or Municipal Code Enforcement. See also “CODE VIOLATION RECORDS: HEARING CASE FILES” and “CODE VIOLATION RECORDS: NO CITATION ISSUED.”

RETENTION: 5 fiscal years after case is closed.

CODE VIOLATION RECORDS: HEARING CASE FILES Item #236

This record series consists of case files documenting code violation hearings, whether held before the Code Enforcement Board, a Special Master or other applicable hearing body or official. The series may include, but is not limited to, affidavits, exhibits, letters, photographs, orders, and any supporting documentation and working papers relating to the case. Refer to Chapter 162, Florida Statutes, County or Municipal Code Enforcement. This series also includes records of hearings of red light camera violation appeals heard by the Code Enforcement Board or Special Magistrate in accordance with Section 316.0083(1)(b)1. a., Florida Statutes, Mark Wandall Traffic Safety Program; administration; report. See also “CODE VIOLATION RECORDS” and “MINUTES: OFFICIAL MEETINGS.”

RETENTION: 5 fiscal years after case is closed.

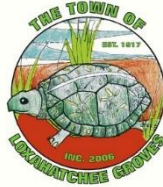
CODE VIOLATION RECORDS: NO CITATION ISSUED Item #237

This record series documents code enforcement activities in response to code or ordinance violations in instances when no citation is issued. Records may include, but are not limited to, evidence of verbal or written warnings, photographs, onsite inspection notes, copies of the first and second violation notices, and orders to appear. If a citation is issued and the process continues to a Code Enforcement Board hearing or a Special Master proceeding, the records become part of the Code Enforcement Hearing Case Files. Refer to Chapter 162, Florida Statutes, County Or Municipal Code Enforcement. See also “CODE VIOLATION RECORDS: CITATION ISSUED” and “CODE VIOLATION RECORDS: HEARING CASE FILES.”

RETENTION: 3 anniversary years after case is closed.

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

**AGENDA MEMO**

TO: Town Council of Town of Loxahatchee Groves

FROM: Office of the Town Attorney

VIA: Francine Ramaglia, Town Manager

DATE: May 7, 2024

SUBJECT: Discussion of Code Compliance and Foreclosures

Background:

At its meeting on April 2, 2024, the Town Council requested information regarding code compliance and foreclosures. Chapter 162, Florida Statutes, provides local governments with a framework for ensuring code compliance. Code section 14-1 adopts the procedures of Chapter 162. The following is a summary of the code compliance process and related legal issues.

Overall, the Town's approach to code compliance has been complaint-driven. Last year Town Council directed staff to continue this reactive approach to code compliance, with the exception of development without a floodplain development permit or approval, tree removal, unpermitted uses, more than 4 recreational vehicles on a property, and livestock waste dumping. Town staff has been proactive in initiating code compliance cases for violations of these identified regulations and continues to initiate cases based on complaints for all other violations.

Recent changes in state law have affected the complaint-driven model. For example, in 2021, the legislature amended section 162.06 to prohibit local governments from initiating enforcement proceedings based on anonymous complaints. The statute now requires that a complainant give a full name and address, which possibly has a chilling effect on reports and/or leads to the submission of false names and addresses associated with the complaint. This office has previously opined that false names and address do not comport with section 162.06. Despite the changes regarding anonymous complaints, the Town's code compliance officers are still able to initiate enforcement proceedings based on their own observations.

When a code officer finds that the property is not in compliance with the code, section 162.06(2) requires that the property owner be given notice of the violation and an opportunity to cure it. If the violation is not cured, the case then proceeds to a hearing before a special magistrate, who serves as a neutral decision-maker.

Based on the evidence presented at the hearing, the special magistrate determines whether a violation of the code exists. If the special magistrate finds that a violation exists, the special magistrate will provide a date certain by which the property owner must bring the property into compliance. If the property remains in violation past the date for compliance, fines may be assessed. A recorded order imposing fines becomes a lien on the property and all other property owned by the property owner in any County in which the order is recorded. After three months, the Town can foreclose on a lien attached to a non-homestead property. See section 162.09(3), Florida Statutes.

Whether to foreclose on a code enforcement lien involves a cost-benefit analysis that differs based on the property. As a threshold matter, it must be determined whether the property is homestead property. A search should also be performed to determine if the property owner owns additional property in Palm Beach County that may be foreclosed. A complete lien search should be done to determine whether there are other liens that would take priority. For example, tax liens take priority over Chapter 162 code enforcement liens, see section 197.122(1), Florida Statutes, and mortgages and cross-attaching code enforcement liens may take priority over more recent code enforcement liens. See *City of Palm Bay v. Wells Fargo Bank*, 114 So. 3d 924 (Fla. 2013). Then, the Town should consider the complexity of the particular case and the resources available to pursue the litigation. Historically, the Town has not foreclosed on code enforcement liens.

Inasmuch as it allows the imposition of daily fines, Chapter 162, Florida Statutes, is designed to encourage compliance. Additional time may be provided at the discretion of the special magistrate to allow compliance without incurring fines. Pursuant to section 14-4 of the Town's Code, the special magistrate also has the authority to consider and render decisions on applications for reductions, satisfactions and releases of code enforcement liens.

Recently, the Town has handled several cases based on violations for unpermitted uses. These cases have brought to light at least two aspects of the Town's Unified Land Development Code (ULDC) that often serve as a hurdle to achieving compliance. First is that the Town's current code does not contain a straightforward process for recognizing legal non-conformities. The code requires that the non-conformity must be verified by Town Council. This is an unusual process that, to date, no property owner has applied for. Second is the limited number of allowed uses available in the Agricultural Residential Zoning District, which comprises the majority of the Town. The limited uses allowed by the code are not obvious when looking at the existing uses on property throughout the Town. For example, as discussed during the Evaluation and Appraisal Report (EAR) process, there are numerous commercial businesses operating within the Town's Agricultural Residential Zoning District. This discrepancy in allowed and existing uses leads to additional uses that violate the Town's code and no clear path for the property owners to achieve compliance and maintain their livelihood within the Town. The options for complying violations for unpermitted use are to cease the unpermitted use or accrue daily fines. Town staff often hears that ceasing the unpermitted use will effectively shut down businesses and force property owners to leave the Town.

Recommendations:

Discussion by Town Council, if desired, and direction to staff.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Office of the Town Attorney

VIA: Francine L. Ramaglia, Town Manager

DATE: August 6, 2024

SUBJECT: Discussion of Code Enforcement Remedies

Background:

In recent meetings, the Town Council has discussed code compliance, specifically fines, liens, and the process for foreclosure of properties. The Office of the Town Attorney was asked to provide additional information.

Depending on the nature of the violation, tools for achieving code compliance may include the state and local laws discussed below. Code changes and/or specific procedures must be adopted before any of these tools can be utilized. The Town Attorney's Office will work with staff to prepare items as directed and place them on a future agenda for discussion and/or adoption.

Foreclosure Lawsuits

Section 162.09, Florida Statutes, authorizes the foreclosure of unpaid code enforcement liens three (3) months after recording. Whether to foreclose on a code enforcement lien involves a cost-benefit analysis that differs based on the property. This analysis includes a determination of whether other liens take priority over the Town's. In addition, the Town should consider the complexity of the particular case and the resources available to pursue the litigation. In all cases, staff will seek the approval of the Town Council before filing a new lawsuit.

To assist staff in determining what cases should be presented to Town Council for authorization to sue, the Town Council may consider the following, which can be adopted by resolution:

- Authorizing staff to order title searches and take other actions, as necessary, to adequately evaluate a potential new case.
- Authorizing staff to recommend foreclosure of properties with more than \$100,000 in fines.
- Authorizing staff to recommend foreclosure of properties that have been out of compliance for more than one year.



155 F Road Loxahatchee Groves, FL 33470

- Authorizing staff to recommend foreclosure of properties that do not meet the specific thresholds mentioned above, but which have other conditions that would make foreclosure appropriate.

The Town's Abandoned Property Code

During the foreclosure crisis, several municipalities in Palm Beach County adopted codes requiring the monitoring and maintenance of distressed properties. The Town adopted a similar code in 2011.

Chapter 10, Article II of the Town Code requires mortgage holders to inspect and register vacant real property that is in default, or which has been foreclosed. Additionally, Article II imposes maintenance requirements, including regular landscaping, irrigation, regular maintenance of pools and spas, and keeping yards free of refuse. Affected properties must be properly secured and monitored. Where the property is owned by a corporation or out of town mortgagee, the owner is required to have a local property management company monitor the property and post their contact information. Property in violation of Chapter 10, Article II is subject to enforcement proceedings before the special magistrate.

To date, the Town has not implemented a registration program. Although code section 10-27 provides that the Town Council may adopt rules and procedures related to the enforcement of the property abandonment code, no such rules or procedures have been adopted. Similarly, while the code states that the Town Manager may direct that abandoned property be adequately secured and/or guarded if necessary for public safety, it does not specify how the Town would be reimbursed. The code also lacks standards and procedures to guide the Town Manager's use of the authority granted. Such standards and procedures are essential to ensure due process. If the Town Council desires to implement the registration program, code revisions are recommended to address these deficiencies. Finally, any vendors used to assist with implementation or operation of a registration program would need to be selected in compliance with the Town's purchasing code.

Citations

Many municipalities issue citations as a supplemental means of code enforcement. A citation is a monetary penalty which is assessed for the violation of a code section. A separate citation may be issued for each discrete code violation. Typically, a citation immediately imposes a fine, which must be either paid or appealed within a set timeframe. In most instances, a citation can be issued by either a code enforcement officer or local law enforcement. Each municipality may determine for itself what ordinances better lend themselves to enforcement by citation. The Town does not



155 F Road Loxahatchee Groves, FL 33470

currently have a code provision that allows the issuance of citations. A potential code revision has been drafted and can be placed on a future agenda for feedback from the Town Council.

Camera Program in conjunction with Palm Beach County

The Director of Public Works has been in contact with the Palm Beach County Sheriff's Office (PBSO) regarding an integrated security camera system focusing on public roads within the Town. If the Town is interested in pursuing the use of cameras to address illegal dumping or other code violations, the Town Attorney's Office has worked with other jurisdictions on this issue and is ready to assist.

Inspection Warrants

When a code compliance officer is denied permission to access a property, the officer may be able to gain legal access via an inspection warrant. An inspection warrant is a court order commanding a state or local official to conduct an inspection required or authorized by state or local law. The inspection may be done to ensure compliance with a variety of standards, including those pertaining to the following:

- Fire safety;
- Environmental;
- Animal control;
- Land use;
- Plumbing;
- Electrical;
- Health;
- Minimum housing; and
- Zoning.

Pursuant to section 933.21, Florida Statutes, a judge may issue an inspection warrant "only upon cause," which must be articulated in an affidavit. The affidavit must articulate why the subject property is believed to be out of compliance and must confirm that the affiant requested permission to enter and was denied or that it was impracticable to request permission. Chapter 933, Florida Statutes, contains other legal and procedural requirements before an inspection warrant can be obtained or executed. Historically, the Town has not sought inspection warrants.

Recommendation:

Discussion and direction to staff, if desired.

CODE 101

Agenda



Introduction - Team

Code Compliance Mission/Philosophy

How do Code Compliance Violations Work?

What happens after the Special Magistrate Ruling?

What has been accomplished so far

Future of Code Compliance within the Town

Code Compliance Team



Note: This is current configuration but not budgeted

Mission/Philosophy

The Town of Loxahatchee Groves Code Compliance Division mission is to protect the health, safety and welfare of Loxahatchee Groves residents, visitors & property through education, cooperation and voluntary compliance.

Our objective is to assist residents in violation with the process towards compliance. We accomplish this through communication and education.

The Town Council's Directive is to be complaint driven except for critical issues including FDAs, authorized clearing or construction, illegal manure, RVs visible from the Road and unpermitted uses such as commercial vehicles.

How Do Code Compliance Violations Work?

- Complaint received
- Courtesy Notice of Violation
- Notice of Violation
- Special Magistrate Hearing (Twice a month)
 - Code Violation exists
 - Compliance Date

Fine Assessed and Lien filed

Fine will continue to run until compliance is confirmed
by Town Staff



What happens after the Special Magistrate's Ruling?

Item 6.



- Possible Foreclosure Action or Wait for some action against the property
- Foreclosure action based upon the Town's Foreclosure Policy.
- Special Magistrate approves foreclosure action
- Case turned over to attorney for filing of foreclosure action



Better compliance of FDA, Tree Removal, Unpermitted Work, Commercial Operations and Site Triangle violations

Handled new initiatives - RV

Recognized weaknesses in the ULDC

Reduced illegal dumping – garbage rules

Improved Town Appearance – eliminated tires on right of way

**What has been accomplished
by Code Compliance**

Existing Code Compliance Operations

Limited Code Compliance Staffing - 1 full time Code Officer (40 hours a week) and 2 Part Time Code Officers (Total 40 hours a week or 32 hours a week) with difficulty Hiring and Retaining Staff

Heavy Workload Level - Pulling staff from other Departments and Responsibilities to Perform Code Compliance Work (Building, Public Works etc.)

Predominately Retroactive - Limiting code violations to only complaint driven except for critical issues including FDAs, authorized clearing or construction, illegal manure, RVs visible from the Road and unpermitted uses such as commercial vehicles.

Reorganizing Division from private provider such as creating processes and procedures

Dealing with Code Deficiency and how the impact Code Compliance

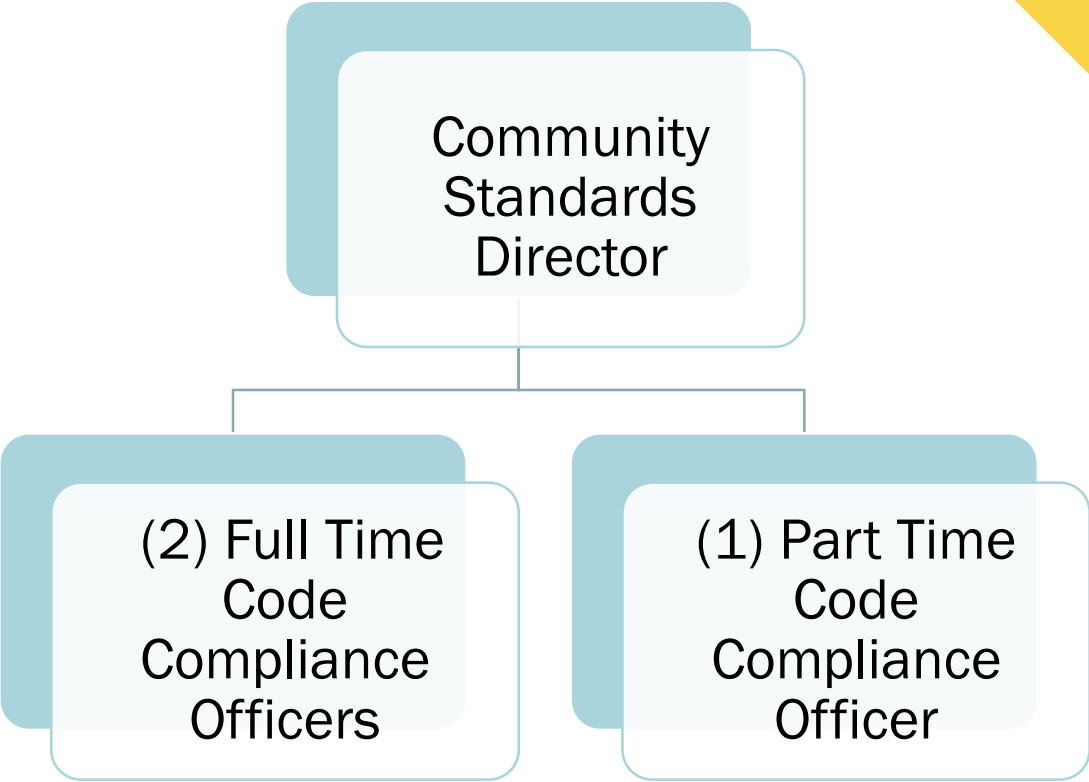
QUESTION

Do we reset
or continue
our course
of action?



Future of Code Compliance

Recommended Code Compliance Team



Continued Code Compliance Technology



Takeaways and Direction



Focusing on being proactive

- Will result in more complaints

Advancing with new technology

- Will result in faster processes
- Make Town more efficient
- Provide performance measures

Adopting and amending ULDC

- Will result in more complaints

Need resources

- Need appropriate staff levels and equipment which will impact budget

Thank you

Caryn Gardner-Young
Community Services Director
Town of Loxahatchee Groves



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council

FROM: Valerie Oakes, Town Clerk

VIA: Francine Ramaglia, Town Manager

DATE: May 6, 2025

SUBJECT: Presentation of Proclamations – Building Safety Month, Professional Municipal Clerks Week, and National Public Works Week

Background:

The Town Council presents and recognizes the following observances:

1. **Building Safety Month** – Celebrated each May to raise awareness of building safety and the importance of code officials who help maintain safe, sustainable structures in our communities.
2. **Professional Municipal Clerks Week** – Recognized annually during the first week of May, this proclamation honors the essential contributions of municipal clerks in ensuring transparent, accountable local governance.
3. **National Public Works Week** – Celebrated during the third full week of May, this proclamation highlights the critical role that public works professionals play in planning, building, and maintaining the infrastructure of our city.

These proclamations are presented annually to acknowledge the vital services provided by professionals in these fields and to promote public awareness of their contributions.

Recommendation:

Recognize the observances of Building Safety Month, Professional Municipal Clerks Week, and National Public Works Week.



PROCLAMATION

TOWN COUNCIL — TOWN OF LOXAHATCHEE GROVES

WHEREAS the Town of Loxahatchee Groves is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

WHEREAS our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

WHEREAS these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes and standards to protect us in the buildings where we live, learn, work and play, and;

WHEREAS these modern building codes and standards include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods, and earthquakes, and;

WHEREAS Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our code officials—who assure us of safe, sustainable, and affordable buildings that are essential to our prosperity, and;

WHEREAS, “Game On!,” the theme for Building Safety Month 2025, encourages us all to get involved and raise awareness about building safety on a personal, local, and global scale, and;

WHEREAS, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improving building safety, resilience, and economic investment at home and in the community and to acknowledge the essential service provided to all of us by local, state, tribal, territorial, and federal building safety and fire prevention departments in protecting lives and property.

NOW, THEREFORE, the Mayor and Town Council of the Town of Loxahatchee Groves, Florida, do hereby proclaim the month of **MAY 2025** as **BUILDING SAFETY MONTH**. Accordingly, we encourage our citizens to join us in participating in Building Safety Month.

BUILDING SAFETY MONTH



In the Town of Loxahatchee Grove,
Palm Beach County, Florida

IN WITNESS WHEREOF, I, Anita Kane,
Mayor of the Town of Loxahatchee Groves, Palm
Beach County, Florida, do hereby affix my
official signature and the Official Seal of the
Town of Loxahatchee Groves, FL, on this 6TH
day of May 2025.

Anita Kane, Mayor

Valerie Oakes, CMC, Town Clerk



PROCLAMATION

TOWN COUNCIL — TOWN OF LOXAHATCHEE GROVES

WHEREAS, the Office of the Professional Municipal Clerk, a time-honored and vital part of the local government, exists throughout the work; and

WHEREAS, the Office of the Professional Municipal Clerk is the oldest among public servants; and

WHEREAS, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing boards, and agencies of government at other levels; and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the professional Municipal Clerk serves as the information center on the functions of local government and community

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops, and the annual meetings of their state, provincial, county, and international professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

NOW, THEREFORE, the Mayor and Town Council of the Town of Loxahatchee Groves, Florida, do hereby proclaim the week of **MAY 4TH THROUGH MAY 10TH, 2025, AS PROFESSIONAL MUNICIPAL CLERKS WEEK**, and further extend appreciation to our **MUNICIPAL CLERK VALERIE OAKES** and to all professional municipal clerks for the vital services they perform and their exemplary dedication to the communities they represent.

PROFESSIONAL MUNICIPAL CLERKS WEEK

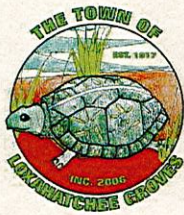


*In the Town of Loxahatchee Grove,
Palm Beach County, Florida*

IN WITNESS WHEREOF, I, Anita Kane, Mayor of the Town of Loxahatchee Groves, Palm Beach County, Florida, do hereby affix my official signature and the Official Seal of the Town of Loxahatchee Groves, FL, on this 6TH day of May 2025.

Anita Kane, Mayor

Valerie Oakes, CMC, Town Clerk



PROCLAMATION

TOWN COUNCIL — TOWN OF LOXAHATCHEE GROVES

Item 7.

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and public health, high quality of life, and well-being of the people of the Town of Loxahatchee Groves, Florida; and

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the Town of Loxahatchee Groves to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association, be it now,

NOW, THEREFORE, the Mayor and Town Council of the Town of Loxahatchee Groves, Florida, do hereby proclaim the week of **MAY 18-24, 2025**, as **NATIONAL PUBLIC WORKS WEEK**. We urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

NATIONAL PUBLIC WORKS WEEK



In the Town of Loxahatchee Grove,
Palm Beach County, Florida

IN WITNESS WHEREOF, I, Anita Kane,
Mayor of the Town of Loxahatchee Groves, Palm
Beach County, Florida, do hereby affix my
official signature and the Official Seal of the
Town of Loxahatchee Groves, FL, on this 6TH
day of May 2025.

Anita Kane, Mayor

Valerie Oakes, CMC, Town Clerk



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council

FROM: Valerie Oakes, Town Clerk

VIA: Francine Ramaglia, Town Manager

DATE: May 6, 2025

SUBJECT: Approval of the Minutes

Background:

For your review and consideration of approval are the following minutes:

- March 5, 2024 - Town Council Community Open Discussion Workshop
- March 5, 2024 - Town Council Regular Meeting
- April 2, 2024 - Town Council Community Open Discussion Workshop
- April 2, 2024 - Town Council Regular Meeting
- May 7, 2024 - Town Council Community Open Discussion Workshop
- May 7, 2024 - Town Council Regular Meeting
- June 4, 2024 - Town Council Quasi-Judicial Workshop
- June 4, 2024 - Town Council Community Open Discussion Workshop
- June 4, 2024 - Town Council Regular Meeting
- July 2, 2024 - Town Council Community Open Discussion Workshop
- July 2, 2024 - Town Council Regular Meeting
- August 6, 2024 - Town Council Quasi-Judicial Workshop
- August 6, 2024 - Town Council Community Open Discussion Workshop
- August 6, 2024 - Town Council Regular Meeting
- September 3, 2024 - Town Council Community Open Discussion Workshop
- September 3, 2024 - Town Council Regular Meeting & First Budget Public Hearing
- February 4, 2025 - Town Council Community Open Discussion Workshop
- February 4, 2025 - Town Council Regular Meeting

Recommendation: Review and approve the minutes on Consent.



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL COMMUNITY OPEN DISCUSSION WORKSHOP
MEETING MINUTES**

**TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, March 05, 2024**

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER:

Mayor Danowski called the meeting to order at 6:02 P.M.

ROLL CALL:

Mayor Laura Danowski, Vice Mayor Robert Shorr, Councilmember Margaret Herzog, Councilmember Phillis Maniglia, Councilmember Marianne Miles, Town Manager Francine Ramaglia, Town Attorney Glen Torcivia, Public Works Director Richard Gallant, and Interim Town Clerk Valerie Oakes were present.

OPEN DISCUSSION:

Mary McNicholas addressed the Council and town officials including the Mayor, Clerk, Attorney, and Town Manager. She inquired about the Planning Commission meeting scheduled for Friday regarding thoroughfare maps affecting 140th Avenue, 40th Street North, and Simmon Boulevard, specifically in relation to the town's northern and northeastern boundaries. She expressed concern about 140th South being on the thoroughfare map and asked if the town had taken any official position or action to request its removal.

Town Manager Ramaglia responded that the map had been shared with the Town Council, but there was no direction to take a formal position.

Ms. McNicholas emphasized the importance of removing 140th South from the Thoroughfare Identification Map (TIM) for the protection of affected residents and urged the Council to consider

a formal position. She then shifted to a separate topic and highlighted the accomplishments of the Landowners of Loxahatchee Groves Association (LGLA), calling it a valuable nonprofit and noting the community contributions such as providing over 90 filled backpacks to local school children, assisting with school supplies and health needs, organizing road cleanups, and awarding four \$1,000 scholarships. She offered to collect input on topics the Council would like to see presented at LGLA meetings.

The Council members discussed potential topics including emergency preparedness, identifying elderly people in need of food or medicine, and the possibility of joint projects between the town and LGLA and it was noted that they have previously collaborated with Wellington Cares and other partners.

Town Manager Ramaglia shared that while the town has general census information, it does not have specific names or addresses, making outreach difficult. She also confirmed the town has informational materials produced by outside agencies and that staff could assist if the Council agreed.

Mary McNicholas asked about the status of the town's scholarship program, which had been discontinued in recent years. And she shared how meaningful the scholarship efforts were, especially the categories for traditional college, trade school, and special needs students. Ms. Nicholas asked about the town's decision not to live stream a recent candidates' forum. And how she appreciated the clarification and encouraged consideration of live streaming for future events. Ms. Nicholas thanked the Council for their time and their service to the community.

ADJOURNMENT

Mayor Danowski adjourned the community meeting at 6:32 P.M.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Mayor Laura Danowski

Vice Mayor Robert Shorr

Council Member Margaret Herzog

Council Member Phillis Maniglia

Council Member Marianne Miles



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL REGULAR MEETING MINUTES
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, March 05, 2024**

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER:

Mayor Danowski called the meeting to order at 6:32 p.m.

ROLL CALL:

Mayor Laura Danowski, Vice Mayor Robert Shorr, Councilmember Margaret Herzog, Councilmember Phillis Maniglia, Councilmember Marianne Miles, Town Manager Francine Ramaglia, Town Attorney Glen Torcivia, Director of Public Works Richard Gallant, Project Coordinator Jeff Kurtz, Town's Financial Consultant Chris Wallace (of Munilytics) and Interim Town Clerk Valerie Oakes were present.

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE:

Mayor Danowski led the Pledge of Allegiance, followed by a Moment of Silence.

AGENDA APPROVAL - ADDITIONS, DELETIONS AND MODIFICATIONS:

Mayor Danowski called for any additions, deletions, modifications, or approval of the agenda.

MOTION: VICE MAYOR SHORR/COUNCILMEMBER MANIGLIA MOVED TO APPROVE THE AGENDA AS PRESENTED. MOTION PASSED UNANIMOUSLY (5-0).

PUBLIC AUDIENCE:

Public comment received from Cassie Suchy and Todd McLendon. Town council discussion ensued.

ANNOUNCEMENTS, COMMUNITY/SPECIAL EVENTS AND PRESENTATIONS:

1. PRESENTATION OF ANNUAL REPORT: DISTRICT 28 – FIRE RESCUE BATTALION CHIEF

Battalion Chief not present for the presentation.

2. PRESENTATION OF QUARTERLY REPORTS

Town's Financial Consultant Chris Wallace (of Munilytics) presented the Quarterly Report.

CONSENT AGENDA:

3. PROPOSED RESOLUTION NO. 2024 – 09

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA RATIFYING THE CONTRACT FOR EMERGENCY CANAL BANK STABILIZATION WITH WBI CONTRACTING OF PALM BEACH, INC., AND PROVIDING EFFECTIVE DATE.

4. PROPOSED RESOLUTION NO. 2024 – 10

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE PURCHASE OF LARGE 9" to 24" RIP RAP RUBBLE ROCK FROM MURRAY LOGAN CONSTRUCTION, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

5. PROPOSED RESOLUTION NO. 2024 – 11

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE PURCHASE OF TREE REMOVAL SERVICES FROM KIEL TREE SERVICE INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: VICE MAYOR SHORR/COUNCILMEMBER MANIGLIA MOVED TO APPROVE THE CONSENT AGENDA. MOTION PASSED UNANIMOUSLY (5-0).

PUBLIC HEARING:

6. PROPOSED ORDINANCE NO. 2024-02 – FIRST READING

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXHATCHEE GROVES, FLORIDA, REPEALING ORDINANCE 2023-04; ADOPTING THE ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN CONSISTENT WITH CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

MOTION: VICE MAYOR SHORR/COUNCILMEMBER MANIGLIA MOVED TO APPROVE ORDINANCE NO. 2024-02 ON FIRST READING REPEALING ORDINANCE 2023-04. (4-1 with MAYOR DANOWSKI DISSENTING).

REGULAR AGENDA:

7. PROPOSED RESOLUTION NO. 2024 – 12

Public comment received from Todd McLendon and Cassie Suchy. Town council discussion ensued.

MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER DANOWSKI MOVED TO APPROVE RESOLUTION 2024-12. (4-1 with VICE MAYOR SHORR DISSENTING).

8. DISCUSSION REGARDING ROADWAY AND DRAINAGE UPDATE

Director of Public Works Richard Gallant presented a discussion regarding Roadway and Drainage.

Public comment received from Todd McLendon. Town council discussion ensued.

9. UPDATES AND ITEMS OF INTEREST

Town Manager Ramaglia presented the Updates and Items of Interest.

REPORTS BY THE TOWN ADMINISTRATION:

- A. Town Manager Ramaglia** began by emphasizing what had been shared so far was only a fraction of the ongoing work, especially referencing efforts related to B Road and persistent issues with turn lanes at the shopping center. She mentioned that meetings were scheduled through the summer and had listed projected items likely to return before Council by July, including projects and ordinances. Ms. Ramaglia clarified that several items were not included in her list, such as piggyback renewals and efforts by Richard's team to secure better pricing for signs and turnkey canal slope restoration. The Sod Farm would also be returned once the arrangement was finalized. Additional smaller policies needed to be brought forward. She explained that the next Council meeting would include the swearing-in and selection of the Mayor and Vice Mayor, to be handled in the same two-step voting process used previously, adding that the first reading of the boards and committees' item would return on April 2nd, followed by a second reading and appointments, as is customary during this season. The intention was for Council appointments to stand, with full Council approval provided as a ministerial requirement and Rules of Order for both committees and Council would also return for review.

Town Manager Ramaglia stated the audit was also forthcoming and no management letters had been received, and the previous year's comments appeared to be resolved. The Capital Improvement Plan (CIP) second reading and the accompanying budget amendment,

reallocating spending for projects, also required follow-up. It was considered using The Gardens' piggyback contract for culvert condition assessments (not payment assessments), and some gas tax adjustments were also on the way. She reminded the Council that a draft gas tax map had been distributed, noting that drafts are useful for early review. Continuing by highlighting upcoming April activities, including the Loxahatchee Groves Elementary School carnival on April 19th and this year's event was a bounce house-style carnival. The school had requested sponsorship, and a check request had already been prepared, consistent with the town's annual support for special events. The school also invited the town to participate with a tent, if desired. Ms. Ramaglia mentioned a past \$500 donation limit set by Mayor Browning and acknowledged that the current request was for \$1,000 or \$1,500 although she was not aware of the previous limit but stated that the town had supported the carnival in the past.

By consensus, the Town Council will donate \$1,000.00 on behalf of the town for the scholarship.

Ms. Ramaglia confirmed that the town had a tent available and had staffed booths in previous years. Town Manager Ramaglia also addressed interlocal agreements, state funding approvals, and the timeline for committee reports and code revisions. Ramaglia concluded by asking the Council for directions on whether the agrotourism committee should request more time if they do not meet their deadline. She discussed the Wellington annexation, stating the County recently allowed its initiation. The public conversation centered on whether affected property owners preferred annexation to Wellington rather than the Town, with multiple letters read into the record supporting Wellington. Ms. Ramaglia reiterated that the Town's opposition was based on protecting rural land and argued that Wellington did not meet the legal criteria for involuntary annexation. She then brought up Mary McNicholas' earlier request about the scholarship program and confirmed it will be brought back for Council discussion at the April 2nd meeting. The Council gave consensus to revisit the policy and determine how to proceed—whether by partnering with or contributing to LGLA. Finally, Ms. Ramaglia summarized details from a notice regarding the County's proposed amendments to the Thoroughfare Identification Map (TIM), involving roadways such as Pimon Boulevard, 40th Street North, and 140th Avenue North. She confirmed the Town can draft a formal opposition letter based on jurisdictional boundaries and agreed to verify whether 140th South Road is part of the plan, though it did not appear so. She noted the Planning Commission meeting is this Friday, and the Board of County Commissioners will hear the item on March 28th.

Public comment received from Todd McLendon. Town council discussion ensued.

B. Town Attorney had no report.

C. Town Clerk reminded the voters that Election Day is March 19, 2024, from 7:00 A.M. – 7:00 P.M. Be sure to VOTE!

D. Public Works Director: Provided updates on the radio and SCADA System.

TOWN COUNCILMEMBER COMMENTS:

Councilmember Miles began by discussing a recent event held at the elementary school, where she and others engaged with the children in a gardening activity. She described how they provided cups, seeds, and dirt to the students. The children were allowed to fill the cups with soil, plant seeds, and then take them home. She noted that although she wasn't in every child's home to see the results, she was confident many of the seeds sprouted. She emphasized that the children had a good time and that it was an enjoyable experience for all involved.

She then shifted topics, stating she wanted to "jump back" to a previous discussion about the roadway and the intersection at Southern Boulevard. She inquired whether there was any update regarding changes to the north entrance, referencing the impending opening of a Wawa store. Ms. Miles explained that traffic currently exiting northbound from the Publix shopping center is already problematic due to it being only one lane, and the addition of traffic from the new shopping center to the west will exacerbate the situation. She stressed that improvements to the intersection are overdue, noting that this issue has been ongoing for over a year. She concluded by stating that they are currently looking at different options.

Director of Public Works Richard Gallant addressed ongoing traffic issues at a key intersection, particularly in relation to congestion caused by horse trailers and other vehicles. He mentioned that he has personally observed the area to try and understand the problem, stating he had to go and "sit there and figure out what these people are doing and why." Mr. Gallant explained that it has reached a point where it might be necessary to implement a traffic control solution similar to those used in other locations—specifically, painting a large white box on the ground labeled "DO NOT BLOCK INTERSECTION." He described the recurring issue: horse trailers, especially, come down B Road, stop at the traffic light, and then park directly in front of the entrance. As a result, vehicles attempting to exit the Publix shopping center to go south, those trying to exit to go north, or anyone attempting to turn into the plaza are all blocked for two minutes until the traffic light changes. He emphasized that this blockage causes a significant disruption.

Councilmember Herzog commented positively on the roadside vegetation clearing efforts, noting the noticeable progress in cutting back Brazilian pepper trees. She acknowledged how aggressively the work was being done and emphasized the need for regular maintenance, as the trees quickly regrow from trimmed branches. She also praised the maintenance of trails in the Solar Sport area, particularly highlighting improvements to the bank and visibility—stating that the berm is now clearly visible, and the area no longer appears blocked off. She likened the development of the site to a "little city," similar in scope to Big Dog Ranch. Herzog raised a concern regarding code enforcement, pointing out a large pile of building materials left roadside on 161st. She said it

appeared someone was remodeling and, instead of using a dumpster, had accumulated a pile that would require one. She concluded with a question about the calculation of 109 road miles in the town, seeking clarification on how that figure was reached.

Director of Public Works Richard Gallant explained that he has been researching the origin of the town's reported road mileage data, particularly as it relates to gas tax reporting. He stated that he is a data-oriented person and has been trying to determine where the historical figures came from mentioning that he found a chart beginning in 2012 and ending in 2017, after which the records become unclear. He has been attempting to reconstruct the data from the period during which Larry managed the information, noting the challenge due to Larry not using computers and instead keeping everything in a physical book. Gallant reviewed Larry's Florida Department of Transportation (FDOT) reports and observed inconsistencies in reported road mileage between 2018 and 2023, with numbers fluctuating significantly. He said the map that was recently distributed to the Council was based on a report prepared by Keshavarz & Associates and populated using their GIS system, which is the source of the current mapping data.

Councilmember Maniglia stated it is more important to showcase the food and the residents in this town. She thanked Francine for hiring people that have the expertise and knowledge to address the long-neglected needs of this town.

Vice Mayor Shorr: Thanked Public Works Director Gallant.

Mayor Danowski asked whether the emergency approval that raised the Town Manager's spending limit to \$100,000—granted for the canal restoration bank project—needed to be rescinded now that the project was nearing completion.

Town Manager Ramaglia responded that the limit could be rescinded, noting that he had already reverted to putting all expenditure over \$25,000 on the agenda rather than approving it personally. She mentioned that the three consent items previously approved had all exceeded the regular threshold and were included on the agenda because the 60-day emergency period had passed.

Mayor Danowski confirmed they were back to the normal spending cap. She then shifted to discussing traffic visibility concern raised earlier, citing B Road and Okeechobee as an example. She explained that a food truck parks there in the mornings, making it difficult to see oncoming vehicles such as lawn trucks making U-turns. She noted that a resident calls her daily with concerns about this specific traffic hazard and expressed understanding of their ongoing frustration.

Town Manager Ramaglia continued by suggesting that the issue with U-turns (referred to as "UIs") near B Road and Okeechobee could potentially be addressed by involving the Palm Beach County Sheriff's Office (PBSO), noting that the location is not appropriate for making U-turns. She mentioned that radar enforcement had already been present in that area and proposed that PBSO could increase traffic citations for illegal maneuvers. Regarding the food truck, she stated that whether action can be taken depends on its location. If the food truck is parked on private property—for example, a specific property like "at um"—then the town may be able to address it

through discussions with the property owner concerning offsite impacts. The goal would be to have the food truck relocated to reduce traffic visibility issues.

ADJOURNMENT:

There being no further business before the Council, the meeting was adjourned at 10:01 P.M.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Interim Town Clerk

Mayor Laura Danowski

Vice Mayor Robert Shorr

Council Member Margaret Herzog

Council Member Phillis Maniglia

Council Member Marianne Miles



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL COMMUNITY OPEN DISCUSSION WORKSHOP
MEETING MINUTES**

**TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, April 2, 2024**

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER:

Mayor Danowski called the meeting to order at 6:04 P.M.

ROLL CALL:

Mayor Laura Danowski, Vice Mayor Robert Shorr, Councilmember Margaret Herzog, Councilmember Phillis Maniglia, Councilmember Marianne Miles, Town Manager Francine Ramaglia, Town Attorney Glen Torcivia, Director of Public Works Richard Gallant, Project Coordinator Jeff Kurtz, Town's Financial Consultant Chris Wallace (of Munilytics) and Interim Town Clerk Valerie Oakes were present.

OPEN DISCUSSION:

Town Manager Ramaglia provided an update regarding the upcoming workload and planning schedule for the Council. She noted that the Council's agenda schedule, which was included in the current meeting agenda, would need to be revisited due to the volume of planning items coming in. She mentioned that several applications, such as Community of Hope and a preschool on Okeechobee, have been pending for years. Additionally, the PK property, which is currently closed, is being actively reviewed through meetings with the applicant to move the process forward. There are also new property owners along Southern Boulevard requesting conceptual meetings with the Council. Due to the growing number of planning-related matters, Francine suggested the Council would need to select additional dates for special meetings or workshops specifically focused on planning, separate from regular business meetings. She emphasized the need for at least one planning-focused meeting in May. Ms. Ramaglia also recommended holding a drainage workshop that would include an update on the Resilient Florida Grant project and a discussion of possible code changes affecting the district. This may include provisions related to

culvert restoration and water use permits. She stated that additional meetings in September would also be necessary and will be discussed further in the appropriate agenda item. Additionally, she brought up the debris management site and asked the Council for direction on whether the item should go directly to the Council or be routed first through the Planning, Zoning, and Building Board. She emphasized that the Council has a significant increase in workload ahead due to these planning and policy matters.

Mayor Danowski stated that following the last Council meeting, she received multiple emails and phone calls from residents expressing concern about the recent tree removal activities. She noted that the feedback included significant unrest regarding the disturbance of wildlife, including owls. In response to the concerns raised, she called for an emergency meeting to address the issue.

Director of Public Works Richard Gallant addressed a concern raised via Facebook and shared in an email from Mayor Danowski regarding the alleged removal of a tree on B Road that was believed to contain an endangered species of owl. He clarified that no trees being removed have any nests, and the town has never intended to remove trees with active nests unless they have already fallen or are obstructing roadways or waterways. The specific photo in the Facebook post was identified as originating from a 2017 article about owls in North Carolina, not from Loxahatchee Groves. He explained that the eastern screech owl shown in the post is classified as “least concern,” meaning it is not endangered or threatened. He suggested the town could consider building owl boxes, potentially with the help of a local Boy Scout working on an Eagle project, to support the species’ presence in the area. Mr. Gallant addressed a follow-up claim that the species is protected under the Migratory Bird Treaty Act, confirming that while this is true, the town has no intention of violating that law either. He reiterated that no protected trees are being removed and requested the source of any claims to the contrary so the record could be corrected. He encouraged residents to contact Public Works directly with concerns, stating that the department is committed to making informed, careful decisions with respect to safety, travel, and environmental impact. He stressed the importance of transparency and discouraged reliance on social media as a means of governance or information.

Roxana Coleman shared that it has been 40 years since she moved to the area, coinciding with her grandmother’s birthday, which is also the day they closed on their property. She reminisced about the original schoolhouse that once stood on the site, noting that it was used for various community events including elections, party meetings, and water control landowners’ meetings. When the school board planned to tear it down, she was part of a large group that worked to save it and ultimately succeeded in relocating it to the fairgrounds. Ms. Coleman has been involved with the schoolhouse for over 20 years and shared that the building will be 90 years old next year. She noted that the town does not currently have a picture of the schoolhouse on display and suggested that it would be meaningful to add one. She mentioned that Roy Berger built both the school and the packing house, and his son, Clifford Berger, was also a notable builder in the county and remains interested in local events. She emphasized the historical importance of the schoolhouse, highlighted the annual reunions still attended by former students, and encouraged the town to consider commemorating the building with a photograph or display, especially given its age and significance.

Cassie Suchy addressed the Council to express concerns regarding the town's handling of her public records requests. She explained that she received multiple emails from the town stating that her requests were closed because the town was "unable to contact [her] to assist in making a focused and effective request reasonably described and identifiable." She noted that while she has received documents for a few cases, the majority of her requests remain unfulfilled. She shared that the Town Manager contacted her asking to connect in order to fulfil the requests, but instead of working through the records, she continued receiving closure notices. She emphasized that she has been patient and has already submitted a 5-day notice of intent to sue, though her goal is to obtain the records, not to pursue litigation. She also explained that she had been asked several times to meet with a town staff member but was unable to do so without taking time off work and did not believe a meeting was necessary to fulfill her request. Ms. Suchy stressed that under Florida law, it is not her responsibility to assist with fulfilling public records requests—the burden lies with the town as the custodian of records. She stated that a proper response should be that the record doesn't exist or cannot be found, not a generic closure notice. She added that one of her future records requests will be for all internal communication regarding the closure of her current requests, as she suspects they were closed using a blanket response rather than being individually reviewed. She highlighted a specific past request about signed easement documents tied to a building permit discussed publicly on December 6th, reiterating that her requests were reasonable and not overly complex. She concluded by stating her disappointment in how the matter was handled and urged the town to provide more appropriate and lawful responses.

Town Manager Ramaglia responded to the public records concerns raised earlier. She explained that before former Town Clerk Lakisha left, she had implemented a new system called NextRequest for handling public records, which had been approved by the Council. All public records requests, including those from the resident in question, Ms. Suchy's request was entered into that system. When Town Clerk Oakes joined the team, she printed out all of Ms. Suchy's requests from the system. Town Manager Ramaglia stated that she advised Town Clerk Oakes to pay particular attention to Ms. Suchy's records and suggested inviting her in to help clarify which requests had been fulfilled and which had not—since former Town Clerk Lakisha did not leave documentation indicating what had already been completed. Town Manager Ramaglia emphasized that the town has been transparent about the challenge they face without knowing what was fulfilled prior to former Town Clerk Lakisha's departure, and without sufficient detail from Ms. Suchy on what was still outstanding, they were unable to determine which records were missing. She acknowledged the frustration, especially in cases where there was no record of any responses. She also clarified that the town is not required to create records it does not already possess, referring to a recent request for easements which are maintained in the Palm Beach County official book of records—not necessarily by the town. However, she assured that they could provide what is available and mentioned her efforts to communicate directly with Ms. Suchy, including sending an email earlier that day reiterating their willingness to fulfill her requests, but again requesting clarification on what records she had not yet received. She mentioned previous examples, such as phone records, that they had attempted to fulfill but couldn't retrieve due to system limitations. Town Manager Ramaglia reaffirmed that the town has consistently acted in good faith, regularly reached out for clarification, and expressed appreciation for Ms. Suchy's follow-up, particularly regarding ongoing code enforcement cases.

Lisa El-Ramey addressed the Town Council, Town Attorney, and Town Manager on behalf of the Loxahatchee Groves Landowners Association (LGLA). She read a formal statement to inform the town of LGLA's internal conflict of interest policy. The policy was created to ensure transparency and to address any potential conflicts that may arise from elected officials serving on the LGLA board or participating in membership. She explained that the LGLA board requests all elected officials to recuse themselves from participating in any discussions or decision-making at LGLA board meetings, general membership meetings, or events if the matter may later come before the Town Council for a vote. "Recuse" was defined as completely removing oneself from the discussion and decision-making process. Ms. El-Ramey closed the statement by inviting any questions about the policy to be directed to the association's email: info@mylgla.com.

**MOTION: MAYOR DANOWSKI/COUNCILMEMBER MANIGLIA MOVED
TO RECEIVE AND FILE THE DOCUMENT PLACED ON
RECORD. MOTION PASSED UNANIMOUSLY (5-0).**

ADJOURNMENT

Mayor Danowski adjourned the community meeting at 6:31 P.M.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Interim Town Clerk

Mayor Laura Danowski

Vice Mayor Robert Shorr

Council Member Margaret Herzog

Council Member Phillis Maniglia

Council Member Marianne Miles



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL REGULAR MEETING
MEETING MINUTES**

**TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, April 02, 2024**

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER:

Mayor Danowski called the meeting to order at 6:33 P.M.

ROLL CALL:

Mayor Laura Danowski, Vice Mayor Robert Shorr, Councilmember Margaret Herzog, Councilmember Phillis Maniglia, Councilmember Marianne Miles, Town Manager Francine Ramaglia, Town Attorney Glen Torcivia, Director of Public Works Richard Gallant, Project Coordinator Jeff Kurtz, Town's Financial Consultant Chris Wallace (of Munilytics) and Interim Town Clerk Valerie Oakes were present.

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE:

Mayor Danowski led the Pledge of Allegiance followed by a moment of silence.

AGENDA APPROVAL - ADDITIONS, DELETIONS AND MODIFICATIONS:

Mayor Danowski called for any additions, deletions, modifications, or approval of the agenda.

MOTION: VICE MAYOR SHORR/COUNCILMEMBER HERZOG MOVED TO

Town Council Regular Meeting**Agenda****April 02, 2024**

APPROVE THE AGENDA. MOTION PASSED UNANIMOUSLY (5-0).

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS:

No public comments received.

ANNOUNCEMENTS, COMMUNITY/SPECIAL EVENTS AND PRESENTATIONS:

1. Presentation of March 2024 Election Results for the Town of Loxahatchee Groves Candidates

Interim Town Clerk Oakes presented the March 2024 Election Results.

2. Recognize Outgoing Council Member

Mayor Danowski recognized the outgoing Council Member.

3. Oath of Office for New Council Member

Interim Town Clerk Oakes read the Oath of Office for the New Council Member.

4. Approval of Resolution No. 2024-17 to Appoint the Mayor

Interim Town Clerk Oakes read into record Resolution No. 2024-17.

MOTION: VICE MAYOR SHORR/COUNCILMEMBER HERZOG MOVED TO APPOINT ANITA KANE AS MAYOR. MOTION PASSED UNANIMOUSLY (5-0).

5. Approval of Resolution No. 2024-18 to Appoint the Vice Mayor

MOTION: COUNCILMEMBER MANIGLIA/MAYOR KANE MOVED TO APPOINT MARG HERZOG AS VICE MAYOR. MOTION PASSED UNANIMOUSLY (5-0).

Interim Town Clerk Oakes called a short recess to change seats for the newly appointed members.

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO CHANGE THE ORDER OF THE SEATING. MOTION PASSED (4-1 with COUNCILMEMBER DANOWSKI DISSENTING).

Town Council Regular Meeting**Agenda****April 02, 2024**

**RECESSED TOWN COUNCIL MEETING & CALLED TO ORDER DEPENDENT
WATER CONTROL DISTRICT AT 6:49 P.M.**

6. Approval of Resolution No. 2024-DD01 to appoint Chair of Board of Supervisors

MOTION: **COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG**
MOVED TO APPROVE RESOLUTION NO. 2024-DD01
APPOINTING ANITA KANE AS THE CHAIR OF THE BOARD
SUPERVISORS OF THE WATER DISTRICT. MOTION PASSED
UNANIMOUSLY (5-0).

7. Approval of Resolution No. 2024-DD01 to appoint Treasurer of Board of Supervisors

MOTION: **COUNCILMEMBER MANIGLIA/COUNCILMEMBER SHORR**
MOVED TO APPROVE RESOLUTION 2024-DD01 APPOINTING
MARG HERZOG AS THE TREASURER OF THE BOARD
SUPERVISORS OF THE WATER DISTRICT. MOTION PASSED
UNANIMOUSLY (5-0).

***** Short Recess: Cake will be served after the swearing-in ceremony. *****

RECONVENED TOWN COUNCIL MEETING AT 7:03 P.M.

CONSENT AGENDA:

8. APPROVAL OF RESOLUTION 2024-13

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ACCEPTING EASEMENTS; PROVIDING AN EFFECTIVE DATE.

MOTION: **COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG**
MOVED TO BRING BACK RESOLUTION 2024-13 TO THE
NEXT MEETING. MOTION PASSED (4-1 with
COUNCILMEMBER SHORR DISSENTING).

Public comment received from Cassie Suchy.

REGULAR AGENDA:

Town Council Regular Meeting**Agenda****April 02, 2024**

9. APPROVAL OF RESOLUTION 2024-14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING THE SCOPE AND PRICING FOR INSTALLATION OF A BRIDGE CULVERT AT 12th PLACE NORTH AND F ROAD; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Torcivia read the title of Resolution No. 2024-14 into the record.

**MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER SHORR
MOVED TO ADOPT RESOLUTION 2024-14 APPROVING THE
ISSUANCE OF A PURCHASE ORDER FOR JOHNSON-DAVIS TO
INSTALL FOR THE INSTALLATION OF A BRIDGE CULVERT
AT 12TH PLACE NORTH AND F ROAD WITH A TOTAL COST OF
\$136,640.00. MOTION PASSED UNANIMOUSLY (5-0).**

10. APPROVAL OF RESOLUTION 2024-15

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A CONTRACT FOR CONSTRUCTION SERVICES WITH ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC, FOR TOWN FY24 ROAD PAVING PROGRAM; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

Director of Public Works Richard Gallant read the title of Resolution No. 2024-15 into the record.

Interim Town Clerk Oakes read into record the email from Rodrigo Godoy.

Public comment received from Annie Lemaster, Cassie Suchy, and Mike C., Jo Siciliano. Town Council discussion ensued.

Town Council Regular Meeting**Agenda****April 02, 2024**

MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER SHORR MOVED TO APPROVE RESOLUTION NO. 2024-15 AWARDED OF A CONTRACT TO ATLANTIC SOUTHERN PAVING AND SEAL CODING LLC FOR THE TOWN FY 2024 ROAD PAVING PROGRAM IFB # 2024-01 PROVIDING THAT NOTICE TO PROCEED FOR SEGMENTS BE ISSUED UPON INCLUSION IN THE CAPITAL IMPROVEMENT PLAN AND SUBJECT TO RECEIPT OF THE DESIGNATED FUNDING WITH GIVING MR. GALLANT, PUBLIC WORKS DIRECTOR, THE AUTHORITY TO CHANGE THE ORDER OF THE ROADS AT HIS DISCRETION REGARDING THE NEED AND IT MUST BE SIGNED BY FRIDAY AT 2 P.M. MOTION PASSED UNANIMOUSLY (5-0).

11. APPROVAL OF RESOLUTION 2024-16

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING THE MEMBERS OF THE LOXAHATCHEE GROVES SCHOLARSHIP FUND COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

----- OR -----

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RESCINDING RESOLUTION NO. 2021-26; PROVIDING FOR USE BY DONATION OF FUNDS HELD IN THE LOXAHATCHEE GROVES SCHOLARSHIP FUND; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

Item removed from the agenda.

12. PROPOSED ORDINANCE NO. 2024-03 – FIRST READING

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ADOPTING CHAPTER 2 “ADMINISTRATION”, ARTICLE VII “TOWN ADVISORY BOARDS” TO PROVIDE FOR APPLICABILITY, COMPOSITION, QUORUM, ELIGIBILITY, QUALIFICATIONS, APPOINTMENT, TERMS, REMOVAL, VACANCIES, OFFICERS, COMPENSATION, AND PROCEDURES REGARDING TOWN ADVISORY BOARDS; REORGANIZATION AND REVISIONS TO CHAPTER 34 PLANNING AND DEVELOPMENT TO ENSURE COMPLIANCE WITH NEW TOWN ADVISORY BOARD ARTICLE AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Town Attorney Torcivia read the title of Ordinance No. 2024-03 into the record.

Town Council Regular Meeting**Agenda****April 02, 2024**

Public comment received from Cassie Suchy. Town Council discussion ensued.

MOTION: MAYOR KANE/COUNCILMEMBER MANIGLIA MOVED TO AMEND THE AGENDA. MOTION PASSED UNANIMOUSLY (5-0).

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO APPOINT MANISH SOOD TO FAAC, LISA EL-RAMEY AND TODD MCLENDON TO PLANNING & ZONING, AND ROBERT SULLIVAN TO AGRITOURISM. MOTION PASSED UNANIMOUSLY (5-0).

MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER SHORR MOVED TO EXTEND SUNSET OF THE AGRITOURISM MEETING UNTIL APRIL 11TH. MOTION PASSED UNANIMOUSLY (5-0).

Councilmember Maniglia made a motion and later removed her motion. There was no second for the motion.

By consensus, the Town Council directed the staff and attorney to bring back both options for discussion to a future agenda now that they have a legal opinion on the conflict.

DISCUSSION ITEMS:

13. Discussion on Rules of Procedure for the Town Council (Resolution No. 2019-65) and Boards and Committees (Resolutions No. 2015-18)

Town Manager Ramaglia provided the Rules of Procedure for the Town Council (Resolution No. 2019-65) and Boards and Committees (Resolution No. 2015-18).

14. Discussion on Town Council's Meeting Schedule

Mayor Kane asked if other councilmembers wanted to add any water grants to the May 21st meeting. Councilmember Maniglia suggested adding discussion on the TPA grant to one of the June meetings.

15. Discussion regarding Roadway & Drainage and CIP Updates

Director of Public Works Richard Gallant provided the Roadway & Drainage and CIP updates.

Town Council Regular Meeting**Agenda****April 02, 2024**

Public comment received from Cassie Suchy. Town Council discussion ensued.

16. Updates and Items of Interest

Town Manager Ramaglia presented the Updates and Items of Interest.

REPORTS BY THE TOWN ADMINISTRATION:

Town Manager commented positively on the meeting, noting the smooth transition, good energy, and celebratory atmosphere with the cake and recognition. She reminded attendees that this time of year is considered special event season due to the favorable weather. She mentioned receiving a late afternoon call regarding a potential event at Southern Palms, though details were unclear. Ramaglia emphasized that special event permits typically require a 30-day advance application, though a short-form permit may be available. She encouraged anyone aware of upcoming events to notify the town office so staff can assist and ensure compliance with necessary permits and traffic or safety considerations.

Town Attorney welcomed everyone, and the new line-up made him feel like he was watching the Yankees.

Town Clerk had no report.

Public Works Director welcomed the Mayor to the Council and thanked Marianne for her service.

STATEMENTS BY THE TOWN COUNCIL:

Council Member Phillis Maniglia (Seat 1) thanked everyone for participating in what she described as an unprecedented election. She expressed gratitude for the support, especially recognizing Anita. She shared that the election was particularly challenging for her due to personal health matters and encouraged everyone—regardless of age or gender—to visit the doctor if something feels wrong and not to delay medical checkups. She concluded by thanking voters for allowing her to serve another three-year term on the Council.

Council Member Laura Danowski (Seat 2) stated that the last review of the HR manual occurred in August 2022. She shared that she recently had an impromptu conversation with the Director of Engineering at the Transfer Path Analysis (TPA) regarding Okeechobee and the related grant. She mentioned that she passed the information from that discussion along to the Town Manager and the Project Coordinator, who confirmed they followed up. She concluded by saying she is looking forward to seeing what direction the town takes with the matter.

Town Council Regular Meeting**Agenda****April 02, 2024**

Council Member Anita Kane (Seat 3) expressed his gratitude and honor in serving on the Council and now sitting as Mayor, noting that it was not something he anticipated three months ago. She commented that it was a great meeting and thanked everyone for their participation, including the residents who attended, as well as the staff for their preparation and continued work in supporting upcoming meetings.

Council Member Robert Shorr (Seat 4) asked how are tracking the appropriations of \$750,000.00 and what is the status of requesting the refund funds and spending the money. Town Manager Ramaglia provided an update on drainage-related funding and upcoming projects. She noted that the agreements with the state have been signed, and the first report is due on April 20th. The town plans to fund one of the culvert bridges not covered by FEMA. Additionally, an estimated \$400,000 will be allocated for culvert replacements at canal intersections, requiring a formal bid process. That would leave approximately \$250,000, which the town plans to use for connecting catch basins to culverts installed the previous year. She mentioned that drainage will be discussed further at an upcoming meeting due to the complexity and number of moving parts. Ms. Ramaglia stated that the town remains in the Governor's office to review for another \$750,000 in funding this year. A question was raised about whether some tree removal efforts could be funded using tree mitigation money. This confirmed the town has collected such funds and acknowledged that Article 87 of the code isn't very clear on how it can be spent. However, she believes there may be a logical connection that could allow its use and added that Richard had already suggested this possibility. Councilmember Shorr addressed his fellow council members regarding the historic silos on D Road. He acknowledged that the silos are located on private property and that the town currently has no control over them. He noted that the structures, believed to have been erected around 1918, are historically significant to the town. Councilmember Shorr expressed interest in exploring future opportunities, such as obtaining grants, to restore the silos or otherwise incorporate them into the town's heritage. He invited feedback from the council on the idea.

Council Member Margaret Herzog (Seat 5) was concerned about the roads as to when they're being done, surveyed, or staked and if anything will be added to it. Director of Public Works Richard Gallant explained the process used for preparing roads for paving. It begins by identifying property locations and determining the road center. Depending on the road, the alignment may be shifted slightly to one side to create an open space for equestrians to ride safely off the main road surface. Shell or similar material is used in these areas. He explained the team uses transits and equipment to shoot elevation grades after laying down the rough shell rock, which serves as the base layer. Final grading is done based on those elevation measurements before paving begins.

ADJOURNMENT

Town Council Regular Meeting**Agenda****April 02, 2024**

There being no further business before the Council, Councilmember Maniglia moved to adjourn the meeting at 9:23 PM, which was seconded by Councilmember Danowski and passed unanimously (5-0).

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA****ATTEST:**

Mayor Anita Kane, Seat 3

Interim Town Clerk

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 COMMUNITY OPEN DISCUSSION WORKSHOP
MEETING MINUTES**

**TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, May 7, 2024**

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER:

Mayor Danowski called the meeting to order at 6:01 P.M.

ROLL CALL:

Mayor Laura Danowski, Vice Mayor Robert Shorr, Councilmember Margaret Herzog, Councilmember Phillis Maniglia, Councilmember Marianne Miles, Town Manager Francine Ramaglia, Town Attorney Glen Torcivia (via zoom), Town Attorney Tanya Earley, Director of Public Works Richard Gallant, Project Coordinator Jeff Kurtz, Town's Financial Consultant Chris Wallace (of Munilytics) and Town Clerk Valerie Oakes were present.

OPEN DISCUSSION:

Robert Snowball addressed the Council to express his appreciation for their continued support of the paving project. He presented a map with color-coded signatures showing resident support for paving on 161st Terrace, noting that 67% of property owners had signed in favor. He pointed out that a few abstained, three said no, and one property owner refused to engage. He explained that many of the unmarked properties are nurseries, where owners are less concerned about road appearance, but outreach is ongoing. He then raised concern about property owners using the A-Road maintenance easement for ingress and egress, stating that several properties north of Okeechobee on A-Road have makeshift driveways and even gates with chains. He referred to a

resident who had sent him photos and offered to forward them to the appropriate staff. He concluded by thanking the Council again.

MOTION: VICE MAYOR HERZOG/COUNCILMEMBER SHORR MOVED TO RECEIVE AND FILE THE DOCUMENT PLACED ON RECORD. MOTION PASSED UNANIMOUSLY (5-0).

Virginia Standish raised concerns during the May 7th meeting about the town's approach to failing infrastructure beneath roads, especially regarding culverts damaged by Florida Power & Light (FPL). She questioned whether the town had conducted proper inspections and shared that it was unclear whether FPL was ever provided with surveys indicating culvert locations. She also inquired if the town maintains a complete inventory of culverts. Staff responded that current efforts are underway through surveying firms (Ingenuity and Keshavarz) to identify both public and private culverts, but a complete record does not yet exist. Virginia Standish expressed frustration with vendors working in the town without proper oversight, alleging a pattern of damages going unaccounted for. She specifically recounted an incident where FPL contractors damaged a culvert near her property after assuring her it would be protected. She emphasized that no contractor should be allowed to perform work in town unless they can prove accountability and coordination with landowners. Richard Gallant, Director of Public Works, explained the Sunshine 811 system and why the town had previously not been a member, making it ineligible for FPL or others to be notified of town infrastructure. He noted that he is actively working to register the town with 811, ensuring future protection and accountability. Mr. Gallant also clarified that although FPL must follow standard call-in procedures, the town has had difficulty getting them to repair the damage and suggested the Council may need to consider billing FPL for repairs. Town Manager Ramaglia concluded that the issue would be addressed during her report on the evening agenda, and the Council should consider how to proceed formally with FPL.

Cassie Suchy commended the law enforcement efforts for improved traffic enforcement along Okeechobee Boulevard but raised safety concerns about migrants waiting for pickups near intersections, causing visibility issues and traffic hazards. She suggested installing delineator pylons at intersections—similar to those at Folsom Road—to prevent vehicles from pulling over near the junctions. She also addressed the issue of the town's Human Resource (HR) manual and employee accountability, asking whether evaluations were currently being done and expressing frustration over personal attacks and degrading comments allegedly made by town employees and officials about her. Ms. Suchy noted that these comments have reached other residents and that she is now collecting sworn statements from individuals who have heard such remarks, suggesting the possibility of legal action if the behavior continues. She clarified her intentions are to support—not harm—the town and expressed frustration about her public records requests remaining unfulfilled for years. She emphasized that she does not want confrontations between staff and residents and stated that the current environment discourages resident involvement. Mayor Kane clarified that the town does have an existing HR manual, adopted from the former district and revised by the Council. The current version is under attorney review for updates. She

confirmed that the manual includes employee evaluations, which are actively being conducted. Town Manager Ramaglia clarified that the Town of Loxahatchee Groves operates under a Council-Manager form of government, where the Town Manager is responsible for addressing employee issues as stated in the Town Charter. She explained that the town conducts regular employee evaluations, using a comprehensive evaluation form that has been revised several times. New employees, such as Mr. Gallant (Public Works Superintendent), are asked to complete self-evaluations upon hiring to help establish a baseline of their skills and professional development goals. Both field and office staff undergo evaluations, and probationary employees are assessed on a shorter evaluation cycle, which may be extended if performance concerns arise. Ms. Ramaglia emphasized that all procedures are outlined in the town's employee manual, reflecting the town's traditional governance model with structured rules for both permitting and staffing. She encouraged residents to report any concerns about employee behavior directly to her, noting that concerns can be addressed outside the regular evaluation cycle. She also noted that when employees say "no" to requests, it is often due to regulations or limitations—not an intent to be uncooperative. Cassie Suchy stated that she does not want there to be confrontations between residents and town staff. She acknowledged that while some residents, like Mr. Snowball mentioned, may prefer privacy or appear standoffish, they are generally good people with their own concerns. She emphasized that the residents she speaks with share a common goal and do not seek conflict with town employees. She concluded by noting that the fear of negative experiences, like those she has faced, may discourage others from getting involved in town matters.

ADJOURNMENT

There being no further business before the Council, the meeting was adjourned at 6:28 P.M.

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 &
FIRST BUDGET PUBLIC HEARING
MEETING MINUTES**

**TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, May 7, 2024**

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor Kane called the meeting to order at 6:31 P.M.

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE:

Mayor Kane led the Pledge of Allegiance followed by a moment of silence.

ROLL CALL:

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Phillis Maniglia, Councilmember Laura Danowski, Councilmember Robert Shorr, Town Manager Francine Ramaglia, Town Attorney Glen Torcivia (via zoom), Town Attorney Tanya Earley, Director of Public Works Richard Gallant, Project Coordinator Jeff Kurtz, Town's Financial Consultant Chris Wallace (of Munilytics) and Town Clerk Valerie Oakes were present.

ADDITIONS, DELETIONS AND MODIFICATIONS

Mayor Kane called for any additions, deletions, modifications or approval of the agenda.

Mayor Kane proposed to move the presentations forward so that the public officials are not here for a long period of time.

MOTION: MAYOR KANE/COUNCILMEMBER DANOWSKI MOVED TO AMEND THE AGENDA. MOTION PASSED UNANIMOUSLY (5-0).

MOTION: COUNCILMEMBER SHORR/COUNCILMEMBER MANIGLIA MOVED TO APPROVE AS WRITTEN WITH THE MODIFICATIONS MOVING THE PRESENTATIONS IN FRONT OF THE CONSENT AGENDA. MOTION PASSED UNANIMOUSLY (5-0).

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Public comment received from Cassie Suchy.

CONSENT AGENDA

Councilmember Maniglia requested to pull item no. 2. the Consent Agenda. Councilmember Shorr requested to pull item no. 4 & 6 off the Consent Agenda.

MOTION: COUNCILMEMBER SHORR/COUNCILMEMBER MANIGLIA MOVED TO APPROVE THE MODIFIED CONSENT AGENDA ITEMS NO. ONE, THREE, FIVE, SEVEN THROUGH TWELVE. MOTION PASSED UNANIMOUSLY (5-0).

Public comment received from Virginia Standish and Cassie Suchy. Town Council discussion ensued.

1. Approval on **Resolution No. 2024-30** approving the First Amendment to the Amended and Restated Agreement R2019-1627 between Palm Beach County and the Town of Loxahatchee Groves to participate in County-wide Radio System
2. Approval on **Resolution No. 2024-21** Approving a Schedule for the Town Council Meeting Dates.

Agenda item no. 2 was pulled off the Consent Agenda for further discussion.

By consensus, the Town Council agreed to keep the meetings on the first Tuesdays of every month.

MOTION: COUNCILMEMBER SHORR/VICE MAYOR HERZOG MOVED TO APPROVE ITEM NO. 2. MOTION PASSED UNANIMOUSLY (5-0)

3. Approval on **Resolution No. 2024-19** Relating to Procedures & Public Participation of Town Boards and Committees.
4. Approval on **Resolution No. 2024-22** Re-Establishing the Loxahatchee Groves Agritourism Committee through April 10, 2024 and Distribution of Initial Committee Report.

Agenda item no. 4 was pulled off the Consent Agenda for further discussion.

By consensus, the Town Council chose to table item no. 4 to discuss it at a later time.

5. Approval on **Resolution No. 2024-23** Appointing Members to the Finance Audit and Advisory Committee.
6. Approval on **Resolution No. 2024-24** Appointing Members to the Planning & Zoning Board.

Agenda item no. 6 was pulled off the Consent Agenda for further discussion.

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO MOVE ITEM NO. 6 AFTER ITEM NO. 23. MOTION PASSED UNANIMOUSLY (5-0).

Councilmember Maniglia removed the motion.

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO APPROVE RESOLUTION 2024-24 APPOINTING MEMBERS TO THE PLANNING AND ZONING BOARD WITH THE EXCEPTION OF VETTING JACKIE CLIFTON AS AN ACCEPTABLE MEMBER. PASSED UNANIMOUSLY (5-0).

MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER DANOWSKI MOVED TO RECESS AND CONVINE AT 8:12 P.M. MOTION PASSED UNANIMOUSLY (5-0).

7. Approval on **Resolution No. 2024-25** Accepting an Easement for 14281 Collecting Canal Road, Loxahatchee, FL 33470.
8. Approval on **Resolution No. 2024-13** Accepting an Easement for 15045 Collecting Canal Road.
9. Approval on **Resolution No. 2024-26** Authorizing the Required Entry by the Town into the State of Florida Division of Emergency Management.
10. Approval on **Resolution No. 2024-27** Approving Purchase Order to Procure a 2025 Freightliner M2 12 Yard Dump Truck.
11. Approval on **Resolution No. 2024-28** Approving the Disposal of Surplus Property
12. Receive & File Quarterly Reports

**RECESS TOWN COUNCIL MEETING & CALL TO ORDER DEPENDENT
WATER CONTROL DISTRICT AT 8:20 P.M.**

MOTION: COUNCILMEMBER DANOWSKI/COUNCILMEMBER MANIGLIA MOVED TO APPROVE CONSENT AGENDA. MOTION PASSED UNANIMOUSLY (5-0).

CONSENT AGENDA

13. Approval on **Resolution No. 2024-DD03** Establishing a Schedule of its Regular Meetings for Fiscal Year 2024-2025.

**MOTION: VICE MAYOR HERZOG/COUNCILMEMBER MANIGLIA
MOVED TO APPROVE CONSENT AGENDA ITEM NO. 13.
MOTION PASSED UNANIMOUSLY (5-0).**

MOTION: COUNCILMEMBER SHORR/VICE MAYOR HERZOG **MOVED
TO ADJOURN THE TOWN COUNCIL MEETING OF THE
DEPENDENT WATER CONTROL DISTRICT. MOTION PASSED
UNANIMOUSLY (5-0).**

RECONVENED TOWN COUNCIL MEETING AT 8:21 P.M.

PRESENTATIONS

14. FY 2023 Annual Report, Palm Beach County Fire Rescue

District Chief Amanda Vomero presented the FY 2023 Annual Report.

15. FY 2023 Financial Audit by Andrew S. Fierman, Caballero Fierman Llerena & Garcia LLP

Andrew S. Fireman (Caballero Fierman Llerena & Garcia LLP) presented the FY 2023 Financial Audit.

16. FY 2024 Second Quarterly Financial Report by Chris Wallace, Munilytics

Chris Wallace (of Munilytics) presented the FY 2024 Second Quarterly Financial Report.

17. Discussion of Code Compliance and Foreclosures

Mario Matos, (Code Enforcement Manager) Discussed Code Compliance and Foreclosures

Public comments provided by Virginia Standish, Frank Standish, Cassie Suchy, Todd McLendon, Jo Siciliano, and Marianne Miles. Town Council discussion ensued.

REGULAR AGENDA

**MOTION: COUNCILMEMBER DANOWSKI/COUNCILMEMBER
MANIGLIA **MOVED TO APPROVE THE REGULAR AGENDA.**
MOTION PASSED UNANIMOUSLY (5-0).**

Public comment received from Cassie Suchy and Todd McLendon. Town Council discussion ensued.

18. Approval on **Resolution No. 2024-20** Adopting Revisions to the Town Council Rules of Order and Procedure.

By consensus, the Town Council agreed not to speak at Town Advisory Board meetings and to have the Attorney bring back clarification on the items discussed.

19. Consideration of **Ordinance No. 2024-03** on First Reading Amending Chapter 2 “Administration”, Article II “Town Council”.

Town Clerk Oakes read the title of Ordinance No. 2024-03 into the record.

There were no public comments. Town Council discussion ensued.

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO APPROVE ORDINANCE NO. 2024-03 THE UNIFORM REQUIREMENTS TO TOWN ADVISORY BOARD ON FIRST READING. MOTION PASSED UNANIMOUSLY (5-0).

MOTION: COUNCILMEMBER SHORR/VICE MAYOR HERZOG MOVED TO APPROVE THE COMMITTEE CONSISTING OF RESIDENTS AND/OR LAND OWNERS THAT HAVE A LAND BONIFIED AGRICULTURE. MOTION PASSED UNANIMOUSLY (5-0).

20. Consideration of **Ordinance No. 2024-06** on First Reading Adopting Chapter 2 “Administration”, Article VII “Town Advisory Boards”.

Town Clerk Oakes read the title of Ordinance No. 2024-06 into the record.

Public comments provided by Cassie Suchy. Town Council discussion ensued.

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO APPROVE ORDINANCE NO. 2024-06 ADOPTING CHAPTER 2 ADMINISTRATION TOWN ADVISORY BOARDS ON FIRST READING. MOTION PASSED UNANIMOUSLY (5-0).

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO AMEND THE PREVIOUS MOTION DELETING THE VERBIAGE ON ITEM C SECTION 34-278 FOR ORDINANCE NO. 2024-06 ON FIRST READING. MOTION PASSED UNANIMOUSLY (5-0).

By consensus, the Town Council agreed to have the Attorney change the verbiage by adding a Resolution giving clarity to residency of Advisory Board members &/ad hoc committees.

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO EXTEND THE MEETING AT 10:24 P.M. MOTION PASSED UNANIMOUSLY (5-0).

21. Consideration of **Ordinance No. 2024-05** on First Reading Providing that in the event there is no Contract for Law Enforcement Services in effect between the Town and the Palm Beach County Sheriff's Office ("PBSO") or an Adjoining Municipality, the Law Enforcement Services in the Town will be the Standard Law Enforcement Services Provided by the PBSO.

Town Clerk Oakes read the title of Ordinance No. 2024-05 into the record.

There were no public comments. Town Council discussion ensued.

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO APPROVE ORDINANCE NO. 2024-05 REGARDING LAW ENFORCEMENT SERVICES ON FIRST READING. MOTION PASSED (4-1 with COUNCILMEMBER SHORR DISSENTING).

PUBLIC HEARING

22. Consideration of **Ordinance No. 2024-02** on Second Reading Repealing Ordinance 2023-04 and Adopting the Annual Update to the Capital Improvements Element of the Comprehensive Plan; and Approval on **Resolution No. 2024-29** Adopting a Budget Amendment for FY 2023-24

Public comments provided by Cassie Suchy. Town Council discussion ensued.

MOTION: COUNCILMEMBER SHORR/VICE MAYOR HERZOG MOVED TO APPROVE RESOLUTION NO. 2024-02 WHICH REPEALS 2023-04. MOTION PASSED UNANIMOUSLY (5-0).

MOTION: COUNCILMEMBER SHORR/VICE MAYOR HERZOG MOVED TO APPROVE RESOLUTION NO. 2024-29. MOTION PASSED UNANIMOUSLY (5-0).

23. Consideration of **Ordinance No. 2024-04** on First Reading Amending the Unified Land Development Code Section 10-015, "Definitions", and Section 20-015, "Residential Zoning Districts".

Town Clerk Oakes read the title of Ordinance No. 2024-04 into the record.

Town's Planning Consultant Kaitlyn Forbes (of Complete Cities) presented Ordinance No. 2024-04.

Public comments provided by Cassie Suchy. Town Council discussion ensued.

MOTION: COUNCILMEMBER SHORR/VICE MAYOR HERZOG MOVED TO APPROVE ORDINANCE NO. 2024-04 ON FIRST READING. MOTION PASSED UNANIMOUSLY (5-0).

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO CLOSE THE PUBLIC HEARING. MOTION PASSED UNANIMOUSLY (5-0).

MOTION: COUNCILMEMBER SHORR/VICE MAYOR HERZOG MOVED TO EXTEND THE MEETING AT 11:00 P.M. MOTION PASSED UNANIMOUSLY (5-0).

QUASI-JUDICIAL PUBLIC HEARING

None.

DISCUSSION

24. Updates, Items of Interest and Future Agenda Items

TOWN STAFF COMMENTS

Town Manager provided a detailed update on upcoming agenda items and planning considerations. She reminded the Council of the importance of reviewing the schedule of items coming before them. Some updates included that the conveyance of the county right-of-way at the intersection of Ian and Okeechobee, originally scheduled for June, will be pushed to August or September, depending on County Commission approval. She also clarified that a piggyback agreement with Murray Logan for canal dredging will now be on the June 4th agenda, and that the correct name for a work item is Brian McNeal, not Scott. She confirmed that the Johnson-Davis work authorization concerns and noted the town is advertising for volunteers based on the previously approved policy. The May 21st meeting may include the Village of Royal Palm Beach drainage discussion. Three requested agenda items were reviewed: 1) Council participation on external committees—with backup showing current participation and mention of League of Cities voting delegate needing future scheduling; 2) a town stance discussion on Okobo Corridor development, which will be placed on the next agenda; and 3) adoption of a policy regarding reimbursement for attorney fees related to ethics violations—she included a sample policy and attorney input, and will add the current policy language for comparison before placing it on the June 4 agenda. Ms. Ramaglia said the schedule for budget workshops will be coming soon and emphasized the importance of reviewing upcoming planning items that are application dependent. A Planning, Zoning, and Building meeting is expected in May for Groves at Town Center, with the hotel component to follow shortly for Council review. She floated the idea of scheduling some reviews before regular Council meetings. Finally, she noted several site plan amendments and letters of intent are under discussion but are not yet on the formal schedule. She concluded by

thanking the Council for directions and invited them to share any other items they'd like to add. Mayor Kane clarified that the upcoming drainage workshop on May 21st will take place from 6:00 PM to 8:00 PM, not 6:30 PM as might have been previously assumed. She emphasized the importance of making this time clear in all advertising and public notices to prevent confusion and ensure attendees arrive at the correct time. Referring to past instances where miscommunication led to early arrivals and stressed the need for a "time certain" designation to avoid that issue.

Town Attorney asked to move the ethics item from the June meeting to July as he will be on vacation and would like to be in attendance. The Council agreed.

Public Works Director updated the Council on the transition from the Code Red system to Civic Ready, which officially went into effect that day. He noted that out of approximately 3,400 residents, only 36 people are currently signed up, and about half of those are staff or council members. He emphasized the need for educational outreach to boost enrollment and clarified that all existing Code Red sign-ups were transferred to the new system. Gallant also discussed potential room layout changes, suggesting the removal of two tables and replacing them with a more functional arrangement to improve camera visibility during meetings. He pointed out issues with glare on camera views and proposed the addition of new camera angles for better Zoom visibility. On public works progress, he reported that the team is continuing preparations for the paving project. He highlighted the large debris pile at Public Works, clarifying it contains material removed by town crews, not contractors. The debris is being cleared using a 30-yard dumpster picked up twice daily, although debris is accumulating faster than it can be hauled away. Gallant noted this cleanup is proactive for hurricane season, aiming to reduce potential damage and workload later. However, he stressed the town cannot remove debris from private property unless a hazardous condition occurs. Lastly, he briefly confirmed that the truck and surplus equipment request had already been submitted and approved.

Town Clerk had no report.

TOWN COUNCILMEMBER COMMENTS

Councilmember Laura Danowski (Seat 2) mentioned that before we rearrange furniture, get new items and hang new cameras, she asked to get mics that work.

Councilmember Phillis Maniglia (Seat 1) requested Council consensus on prohibiting eating at the dais, stating it is rude and distracting during meetings. The request resulted in a split consensus—two Councilmembers supported the no-eating policy, one opposed it, and another was indifferent—so no formal policy was established. She continued by asking for the town's sign ordinance, specifically requesting consideration of longer loan periods for signs. They also addressed equipment purchasing, advocating investments in durable, high-quality equipment rather than continuing with short-term or low-value purchases, referring to a large amount of recently discarded equipment as a waste of money.

Councilmember Robert Shorr (Seat 4) shared that he attended the groundbreaking ceremony for a new school located just west of Arden, visible from Southern Boulevard. The event was attended by representatives from various Western communities, including Indian Trail, Wellington,

Westlake, and the speaker on behalf of their municipality noting that Marcia from the school district acknowledged their presence, which he appreciated. He briefly mentioned discussing Building, Review, Inspection, and Information System (BRIIS)-related matters with Mr. Gallant earlier that day, expressed thanks to Mr. Kurtz and the team for their work on the Capital Improvement Plan (CIP), and was pleased that progress is continuing while reserves are being maintained.

Vice Mayor Marge Herzog (Seat 5) stated she was glad the meeting was finished all in one night.

Mayor Anita Kane (Seat 3) thanked the staff for having great detailed reports and thanked the citizens that came and participated in the process and offered valued input.

ADJOURNMENT

There being no further business before the Council, Councilmember Maniglia moved to adjourn the meeting at 11:18 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 QUASI-JUDICIAL WORKSHOP MEETING
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, June 4, 2024**

CALL TO ORDER:

Mayor Kane called the meeting to order at 5:00 P.M.

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE:

Mayor Kane led the Pledge of Allegiance followed by a moment of silence.

ROLL CALL:

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Laura Danowski, Councilmember Phillis Maniglia, Councilmember Robert Shorr, Public Works Director Richard Gallant, Town Manager Francine Ramaglia, Town Attorney Tanya Earley, Public Works Director Richard Gallant, Public Works Superintendent Craig Lower, Project Coordinator Jeff Kurtz, Town's Planning Consultant Kaitlyn Forbes (of Complete Cities), Town's Financial Consultant Chris Wallace (of Munilytics) and Town Clerk Valerie Oakes were present.

QUASI-JUDICIAL CONCEPTUAL DISCUSSION

1. Conceptual Discussion for a Recreational Vehicle Park, Presented by Bove Company, P.E. & JMorton Planning

A RECREATIONAL VEHICLE PARK ON A PARCEL OF LAND LOCATED AT THE SOUTHEAST CORNER OF THE COLLECTING CANAL AND "C" ROAD

LOXAHATCHEE GROVES, FLORIDA CONSISTING OF FORTY-SEVEN ACRES MORE OR LESS.

Councilmember Maniglia & Councilmember Shorr stepped down from the dais and left the meeting during this time.

Bove Company and JMorton Planning (The Developers) expressed appreciation to the Council and Mayor for the opportunity to speak and shared how much he enjoyed visiting the local businesses and community. He praised the town's culture as unique and special, and emphasized the company's desire to be part of it. He introduced the Bo Company as a small, family-oriented real estate development firm based in Ponte Vedra, Florida, with over 30 years in business. He was joined by his nephew Joe Bo, their planner Jennifer Morton and associate Lauren, and other consultants. He outlined their proposal to develop a high-end, equestrian-themed RV resort community named The Paddock, located on a 47-acre site near Southern Boulevard. The project would feature 285 RV spaces, two clubhouses, recreational amenities (tennis, pickleball, pools, outdoor kitchens, dog park), and landscaped, paved, gated lots with short-term stays capped at 180 days. The design emphasizes aesthetics, nature preservation, and seamless integration with the existing equestrian environment, including a publicly accessible trail system and buffers around the perimeter. He detailed the team's background, the family's engineering roots, and commitment to quality. They have partnered with Advanced Outdoor Management for property operations, and cited market research showing strong demand for RV resorts in the area. The team has already assessed environmental and infrastructure aspects, including plans for stormwater management and traffic improvements without a traffic signal. Rates at the park would start at \$165/night, positioning it as an upscale alternative to existing nearby facilities like Lion Country Safari and Jupiter Park. He stressed that the proposal is solely for an RV resort—not a bait-and-switch for other development types—and they plan to submit applications for land use, zoning, and site plan approval simultaneously. The total investment is projected to exceed \$35 million, with 10 to 15 employees expected to manage the property. He reiterated their desire to contribute positively to the community through a professionally managed, visually appealing, and community-compatible resort. Jennifer Morton was then invited to speak about the application process, with the speaker indicating he would return afterward to address economic impacts.

Jennifer Morton (Bove Company and JMorton Planning/The Developers) proposed RV resort project, outlined the application and approval process for the project. She stated that the application would be grouped into three primary categories:

1. Comprehensive Plan Amendments – This would include submitting proposed language to allow for the RV resort and making a map amendment.
2. Zoning Amendments – This would include text changes to the zoning code and the creation of property development regulations specifically for the RV park.
3. Special Exception and Final Site Plan Approval – The project would also require a special exception permit for the RV resort and final approval of the detailed site plan.

She emphasized that the intention is to submit all components at once for transparency and to present a clear vision of the proposed development. The full application will include architecture, engineering, and all required documentation. She then presented the project timeline, estimating it would take just under a year from the time of initial submission to final approval. After the application is submitted, it would go through staff review, Development Review Committee (DRC) feedback, and likely two to three rounds of revisions. During this period, the team also plans to conduct community outreach meetings. They aim to present the application to the Planning and Zoning Board early next year, with final adoption by the Town Council projected for March and April. Throughout the process, the development team intends to collaborate closely with staff and the community to refine and improve the project.

Bove Company and JMorton Planning (The Developers) stated representing the development team for the proposed RV resort, highlighting the economic impact of the project. He reiterated the significant investment of \$35 million into the community and emphasized that local labor and materials would be used during construction. He noted that the current ad valorem tax revenue from the undeveloped property is approximately \$250, but post-development, it is projected to generate around \$67,000 annually—an estimated 5–6% increase to the town’s tax base. He stated that their consultant estimated the total local economic impact to be around \$100 million, factoring in construction, employment, and increased spending. The resort would employ 15 people and is expected to boost local commercial and retail activity as visitors utilize town businesses. He also mentioned the development team’s intent to integrate with the local agricultural community, referencing a visit to a mushroom farm as an example of unique local experiences they would like to promote to guests as part of the resort’s offerings.

Mayor Kane expressed concern about traffic impacts related to the proposed RV resort project. She specifically noted two issues being the wear and tear on C Road within the town due to the weight and volume of RV traffic and the traffic congestion on Southern Boulevard, which she described as already being “treacherous” due to growth in nearby developments like Westlake and Arden. She questioned whether the developer had conducted a traffic study to assess the cumulative impact of the resort’s 285 RV sites, particularly considering that many of the guests would be operating large RVs towing additional vehicles, resulting in frequent trips to local stores and services.

Bove Company and JMorton Planning (The Developers) confirmed that they have engaged Simmons and White to conduct a traffic study for the proposed RV resort. He stated that the study is currently underway and noted that, according to the traffic consultants, RV parks generally have a minimal traffic impact. He added that they have considered the issue and reiterated that the consultants do not believe the project will cause significant traffic concerns.

Mayor Kane raised a second concern regarding the potential for RV park guests to establish legal residency in the town. She emphasized that the community is unique and close-knit, and expressed worry that transient visitors could stay for a short period, change their address, and become eligible voters, which might skew local elections. She also questioned the enforcement of the 180-day stay limit, asking how the policy would prevent someone from leaving after 180 days, driving around

the block, and re-entering a new RV site to restart the clock. She sought clarification on how long someone would have to be gone before returning.

Bove Company and JMorton Planning (The Developers) responded they would have 180 days per year and that he couldn't give a lawful response to them changing their license.

Mayor Kane voiced a third concern regarding emergency management for the proposed RV resort. She pointed out that the area is in a hurricane zone and that the town already faces limitations when responding to emergencies for its current residents. She noted that RVs are especially vulnerable during such events. She questioned whether the town would be responsible for managing the safety and evacuation of the RV park's 285 occupants in the event of a hurricane, since there was no emergency management plan or mention of such provisions in the developer's presentation. She asked if there was any plan in place for emergencies or if the burden would fall on the town.

Bove Company and JMorton Planning (The Developers) stated they will have to address that concern.

Vice Mayor Herzog asked for clarity on the park rentals.

Bove Company and JMorton Planning (The Developers) answered by stating that some RV resort communities have introduced small Casitas—described as high-end tiny homes or small cottages—for guests who do not own an RV but still want to experience the RV resort lifestyle. He noted that his team is considering implementing a similar concept and has reserved about 16 spaces on the site plan for a potential small community of Casitas. However, he emphasized that this idea is not yet finalized and remains under consideration.

Vice Mayor Herzog asked if he would allow their residents to have their horses or other animals on site.

Bove Company and JMorton Planning (The Developers) mentioned they would shy away from that as they are not set up to be in the equestrian business.

COMMENTS FROM THE PUBLIC

Ken Johnson expressed several concerns regarding the proposed RV resort development. First, he raised an issue about noise control, stating that he already hears excessive noise from vehicles, especially motorcycles and hot rods, along Collecting Canal Road, and questioned how additional RV traffic would impact that. Second, he asked what actual control the town would retain over the development if it is approved, cautioning that developers often return later requesting additional modifications or approvals beyond what was originally proposed. He warned that such patterns could lead to a loss of control over town development. Third, he questioned the viability of the RV park in the event of rising gas prices, citing geopolitical concerns and noting that RVs are fuel-intensive vehicles. Finally, he raised a public health concern, referencing the potential for another pandemic similar to COVID-19, and questioned what would happen to the RV resort in such a scenario. He concluded by emphasizing the need for strict town oversight and control to protect the community's original intent and character.

Nina Corning asked to give the Council a document to be placed on file.

MOTION: MAYOR KANE/COUNCILMEMBER DANOWSKI MOVED TO RECEIVE AND FILE THE DOCUMENT PLACED ON RECORD. MOTION PASSED UNANIMOUSLY (3-0).

Nina Corning began by clarifying a handout provided to the Council, which was part of a 2018 REDI GAG report—specifically referencing concerns raised at that time about the wetness of the property in question. She noted that one parcel on the property had a "9,000" code in the Palm Beach County Property Appraiser's system, indicating it had no financial value due to excessive wetness. This designation was later removed, but she found the original record during her research. She expressed strong opposition to the developer's plan to dump runoff water into the Collecting Canal, calling it an "absolute no-no" and urging the Council to enforce environmental protections as they do with FEMA requirements for residents. She criticized the potential environmental impact, referencing the expected trash, noise, and flooding, and stated that this would severely affect Collecting Canal, surrounding trails, and overall drainage. Additionally, she raised concerns about the lack of visible buffers in the site plan and criticized the artist renderings presented, claiming they misleadingly depicted greenery and landscaping that would not exist once the project is paved. She recalled that in the past, a plan for only 94 houses on the same site was deemed inappropriate, yet now a much larger plan for 280 RV sites is being considered. She concluded forcefully, calling the proposal "insanity" and noting that she had much more to say but was out of time.

Paul Coleman identified himself as a neighbor to the east of the proposed development site. He began by recalling a previous instance where the Town had rejected an RV park that had fewer units and less impact than the current proposal. He expressed skepticism about the mention of green space in the presentation, noting that the developer also slipped in plans for trailer parking and storage, which he sees as problematic. He criticized the proposed 25-foot buffer along Collecting Canal as inadequate, pointing out that the Town is already dealing with buffer noncompliance issues in another nearby preapproved development, where trees were cut down and buffers were not planted as required. He argued that the proposed RV park does not reflect the rural character of Loxahatchee Groves, calling it a commercial apparatus that violates the long-standing understanding that commercial development should only exist from Tangerine to Southern Boulevard—nowhere else in the town. Mr. Coleman questioned the developer's assertion that no traffic light would be required, expressing concerns about large RVs attempting U-turns on Southern Boulevard, particularly with attached trailers. He challenged the claim that the \$35 million investment would significantly benefit the Town, pointing out that building permit fees primarily support the building department, and any surplus would eventually have to be returned. He also noted that the Town doesn't have its own building department to manage those funds. Mr. Coleman dismissed the notion that the development would bring meaningful economic benefit, saying neighboring communities already shop at local businesses and that this project would not significantly change that. He urged the Council to reject the proposal, stating that there is clear and widespread opposition both in the meeting room and online.

Bianca identified herself as a resident living kitty-corner to the proposed RV park, directly across the canal. She strongly objected to the project, calling the proposed 20-foot buffer “ridiculous”, especially given that she runs a horse farm and the development would place 28 RV lots directly across from her home. She emphasized that her right to peaceful enjoyment of her property should not be compromised simply due to its location. She raised concerns about increased noise and activity, stating that she paid a premium to live in Loxahatchee Groves for the peace, space, and ability to conduct her equestrian business. In referencing the tax revenue comparison made by the developers, she challenged the claim that the development’s contribution of \$60,000 annually in ad valorem taxes was significant, pointing out that she herself paid \$50,000 in property taxes on about 20 acres, which is less than half the size of the proposed development site. She warned that rezoning the property for commercial use would open the floodgates to further commercial expansion, referencing a nursery on B Road and Collecting Canal whose owner she claimed is already exploring converting it into a car dealership. She asserted that if this RV park is approved, similar commercial projects would continue to emerge, ultimately eroding the character of the town and lowering property values for nearby residents. She concluded her comments by strongly opposing the project, stating, “That is a no-go.” She insisted that commercial development should be limited to properties with direct access to Southern Boulevard, and any expansion beyond Collecting Canal should be prohibited.

Alysa Daly recently purchased property in the area spoke out in opposition to the proposed RV resort development. She stated that she moved to Loxahatchee Groves from Los Angeles specifically for peace and quiet, and had she known this development was being considered, she would not have bought the property. Her major concerns were noise and light pollution from the influx of RVs and site activity, increased population density, especially during high season, noting that even now, local amenities like Publix are already overcrowded. She estimated that 285 RV slots could potentially mean hundreds of additional residents, which would overwhelm local resources, environmental impact, questioning whether a formal environmental impact study has been completed, effects on the aquifer, especially concerning water supply and well water access for surrounding residents, and stormwater runoff and canal discharge, which she believes could devalue nearby properties. She also raised questions about a kayaking amenity mentioned in prior communications, expressing concern about the use of canals near her property and the safety of aging infrastructure like her bridge, which she does not want others traveling under due to liability. Parking on C Road, which she claimed is already too narrow to accommodate her own vegetation bins, let alone public parking. She also took issue with the developer's claims about the high-end aesthetic of the project. As a professional interior designer with over 25 years of experience, she said the design presented did not reflect what she would consider “high-end.” She closed by reiterating her belief that the project would negatively impact the character, privacy, and livability of the area for current residents.

Jane Harding voiced strong opposition to the proposed 285-lot RV resort, expressing concern that the project would destroy the very qualities that drew her and others to Loxahatchee Groves. She opened by referencing the community’s past debates about allowing just 2 to 4 RVs per private property, contrasting it with the current proposal involving hundreds. She discussed water supply concerns: She asked where water for the RV park would come from, noting that her own canal has

had dead fish for years and those issues remain unresolved despite numerous complaints. Business impact: She stated the RV park would hurt local equestrian businesses, including her own, rather than support or benefit them. She challenged the developer directly: “*How are you going to benefit my business as a horse owner?*” She highlighted that she moved to the area for peace, quiet, and a clean environment, all of which she fears will be lost if the park is built. She emphasized the community’s small-town identity and the threat this development poses to it. Ms. Harding said the project appeared to “pop up overnight,” raising suspicions about lack of public awareness or early communication. She questioned how long this plan had been in motion before residents were informed. She cited worries about trash, runoff into canals, increased traffic, and overstressed permitting systems. She pointed out that the town already struggles with its current responsibilities and warned that the new development could exacerbate existing problems. She mentioned the opposition to Swank Market’s parking overflow and asked why similar impacts from a tourist-heavy RV park weren’t being addressed with the same concern. She closed by stressing the sacrifices she and others made to build their farms and lives in the area. She stated that the RV park would “seriously hurt the horse farmers” and that it “scares the living hell out of me.” Her testimony reflected deep-rooted anxiety about preserving Loxahatchee Groves’ rural and agricultural heritage, while accusing the developers of prioritizing profit and aesthetics over the well-being of existing residents.

Bove Company and JMorton Planning (The Developers) offered a brief rebuttal and clarification in response to the wave of public concern and opposition shared during the meeting. He acknowledged the volume of feedback and promised to review and address all concerns more thoroughly later. He emphasized that the RV resort is intended to be a quiet, family-oriented community. He stated that noise control is a priority, and the developers would “endeavor to keep that under wraps” for the sake of both their guests and the neighboring community. The developer noted that hedge walls and heavy landscaping will surround the property, particularly along the 25-foot buffer by the canal, aiming to obscure views into the resort and maintain visual separation. He confirmed that stormwater management will comply with Water Management District standards with on-site retention ponds and storm overflow “pop-off” discharge directed to the nearby canal. He assured residents that the water would be filtered and clean, with no trash or pollutants, and managed according to legal engineering standards.

Christy Coleman (letter read into record by her husband) was a formal statement opposing the proposed RV resort development. She quoted from House Bill 951—the legislation that allowed the Town of Loxahatchee Groves to incorporate—which emphasizes preserving the town’s rural, low-density, agricultural, and equestrian character. She argued that the RV resort directly contradicts these founding principles, calling it incompatible with the town’s Charter, zoning laws, and community values. Ms. Coleman criticized any comparisons to other commercial developments like Walmart or gas stations, saying such comparisons are irrelevant and misleading. She expressed concern that the property in question had been cleared of mature trees under agricultural exemptions as a way to prepare it for development, calling this a misuse of the exemption. Ms. Coleman also voiced frustration over developers repeatedly pushing projects that don’t conform to town regulations, urging the Council to stop approving zoning variances and to

enforce existing rules. She concluded by calling on the Council to protect the town from high-density commercial encroachment and to uphold the Charter and the will of the residents.

ADJOURNMENT:

Mayor Kane adjourned the meeting at 6:12 P.M.

**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 COMMUNITY OPEN DISCUSSION WORKSHOP
MEETING MINUTES**

**TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, June 04, 2024**

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor Kane called the meeting to order at 6:22 P.M.

ROLL CALL:

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Laura Danowski, Councilmember Phillis Maniglia, Councilmember Robert Shorr, Public Works Director Richard Gallant, Town Manager Francine Ramaglia, Town Attorney Tanya Earley, Public Works Director Richard Gallant, Public Works Superintendent Craig Lower, Project Coordinator Jeff Kurtz, Town's Planning Consultant Kaitlyn Forbes (of Complete Cities), Town's Financial Consultant Chris Wallace (of Munilytics) and Town Clerk Valerie Oakes were present.

OPEN DISCUSSION:

Virginia Standish raised several concerns. First, she emphasized the dangerous traffic conditions on the east side of B Road near Southern Boulevard, particularly due to construction activity and lack of oversight at the intersection by the new hotel or commercial development. She requested that PBSO monitor the area during peak traffic hours for public safety. Second, she asked the Town to coordinate with the fire department to assess the functionality and readiness of local fire hydrants, citing recent fires in the area and the importance of ensuring they are operational. Third, she questioned why business tax receipts (BTRs) are being issued to properties that are in continued code violation or have not addressed longstanding compliance issues. She pointed out that some of these properties contain hazardous materials and stressed that the BTR process should involve proper inspection before approval.

Doug Schaper requested an update on ongoing issues at 1032 H Park Road, describing the situation as an ongoing battle for the past two to three years. He cited numerous code violations, continuous dump truck traffic, and open sewage problems, for which he has contacted the health department but received no response. He also raised serious concerns about animal mistreatment, stating that the property owner attempts to hide violations by planting hedges. He emphasized that he has previously addressed these issues in past meetings and is seeking a status update from the Council or staff on actions being taken. Mayor Kane stated the property he mentioned was currently in code violation so therefore they are unable to speak on that issue and then directed Town Manager Ramaglia to respond. Town Manager Francine Ramaglia acknowledged his concern regarding the property at 1032 H Park Road and expressed appreciation for his assistance in monitoring the situation. She confirmed that there are active code violations on the property related to the issues he mentioned, including the presence of a new arena. Ms. Ramaglia noted that the town is currently fining the property owner \$250 per day, with plans to issue repeat violations that would increase the fines to \$500 per day. She emphasized the town's limited access to the property and credited the speaker and other neighbors for helping provide critical information that the town has been unable to obtain directly. Doug Schaper expressed deep frustration with the Town's handling of persistent code violations at 1032 H Park Road. He contrasted the leniency shown toward this property with the swift action taken against a neighboring property at 832 H Park Road, where a red tag and cease-and-desist order were promptly enforced. He questioned whether enforcement is being selectively applied based on perceived citizenship or cooperation. He recounted a disturbing incident on the previous Thursday at approximately 1:10 p.m., when four individuals in unmarked vehicles, who appeared to be SWAT team members, attempted to access the property. He implied this indicates criminal activity or unsafe behavior occurring on the premises. He emphasized that he moved to the area for peace and quiet and is now facing what he described as a deteriorating neighborhood environment. He urged the town to stop allowing the property owner to hide behind hedges and visual blockades and demanded that the Town use the enforcement authority available under the Unified Land Development Code (ULDC) to put an end to the ongoing violations. He closed by pleading with the Town to take decisive action, stating, "It's getting old."

Frank Standish raised concerns regarding a 700-foot stretch of pavement on North B Road, stating that the paving is not a full two inches thick as expected. He questioned how the Town could sign off on such a project, noting that the road is frequently used by heavy equipment, specifically referring to approximately 16 to 18 trucks per week already travelling the road. He warned that the current section of pavement “isn’t going to last,” and further expressed concern that B Road is deteriorating under such heavy use. He asked two questions: Why was that section accepted if it does not meet the expected two-inch thickness and is the Town planning to redesign the paving specifications for B Road to handle the truck traffic more effectively? He ended by pointing out that residents paid for two inches of pavement but did not receive it, implying accountability is needed.

Paul Coleman thanked the Town Manager and staff for quickly addressing water level concerns after he raised the issue, joking that “God did that” due to the timely rain. He echoed Virginia Standish’s concern about fire hydrants, clarifying that most dry hydrants that rely on canal water—so maintaining water levels is crucial for fire safety. He then shifted roles, announcing as Vice President of the Loxahatchee Groves Landowners Association that they awarded eight \$1,000 scholarships this year, supported by local donors like Swank Farm and Red Barn. He expressed pride in the effort and hopes to expand it next year.

Robert Austen followed up on Doug's earlier comment, stating that the same property received multiple truckloads of block and brick over Labor Day—when staff likely wouldn’t notice—and he regrets not getting photos. He spoke with a resident moving from the property who found another lot just blocks away to relocate their camper, highlighting what he described as a persistent issue. He criticized the lack of a full-time code enforcement officer due to limited tax revenue, stating it's evident by the number of rundown trailers and people living in RVs long-term. He emphasized that Loxahatchee Groves is “not a trailer park” and warned that allowing year-round RV presence—especially if not strictly tied to equestrian season—would degrade the town's rural character. He concluded by stressing that people are simply rotating campers between lots, and that this behavior must be addressed.

Cassie Suchy addressed the Council by referencing the Town Charter, emphasizing that Loxahatchee Groves was incorporated to protect its rural character, low density, open spaces, agriculture, and equestrian ties. She thanked Council members for intervening on issues related to 161st but criticized what occurred the day after the last Council meeting, calling it a “travesty.” Describing how, despite a cease-and-desist order issued after a resident’s comment, a Public Works employee used an excavator to remove trees from that resident’s easement as well as trees behind her own fence. The incident was later blamed on a “rogue employee,” but the speaker rejected that explanation, asserting that no low-level worker would make such a decision independently and suggesting the employee was covering for someone higher up. She continued the issue back to the evening’s developer presentation, arguing that town staff should have informed the developer of the community’s values, culture, and Charter before any investment was made. Ms. Suchy expressed concern that staff do not fully understand or represent the town’s vision, leaving Council at a disadvantage. She urged greater accountability not just for frontline staff, but also for leadership, insisting that the Council, who were elected as the community’s voice, must ensure they’re setting the direction, not being led astray by staff influence.

ADJOURNMENT:

Mayor Kane adjourned the community meeting at 6:42 p.m.

**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 COMMUNITY OPEN DISCUSSION WORKSHOP
MEETING MINUTES**

**TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, June 04, 2024**

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor Kane called the meeting to order at 6:43 P.M.

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE:

Mayor Kane led the Pledge of Allegiance followed by a moment of silence.

ROLL CALL:

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Laura Danowski, Councilmember Phillis Maniglia, Councilmember Robert Shorr, Public Works Director Richard Gallant, Town Manager Francine Ramaglia, Town Attorney Tanya Earley, Public Works Director Richard Gallant, Public Works Superintendent Craig Lower, Project Coordinator Jeff Kurtz, Town's Planning Consultant Kaitlyn Forbes (of Complete Cities), Town's Financial Consultant Chris Wallace (of Munilytics), Building Official Jacek Tomasik and Town Clerk Valerie Oakes were present.

ADDITIONS, DELETIONS AND MODIFICATIONS

Mayor Kane called for any additions, deletions, modifications or approval of the agenda.

Councilmember Maniglia requested to move item no. 11 before item no. 8.

MOTION: COUNCILMEMBER MANIGLIA/MAYOR KANE MOVED TO APPROVE

ITEM NO. 11 BEFORE ITEM NO. 8. MOTION PASSED (4-1 with COUNCILMEMBER SHORR DISSENTING).

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO APPROVE THE AGENDA AS MODIFIED. MOTION PASSED UNANIMOUSLY (5-0).

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Public comment received from Alysa Daly, Mickey Isaacson, and Candice Rojas. Town Council discussion ensued.

PRESENTATIONS

1. Presentation from the Commission on Ethics by Gina Levesque, Intake and Compliance Manager

Gina Levesque, Intake and Compliance Manager presented the Commission on Ethics.

Public comment received from Todd McLendon. Town Council discussion ensued.

2. Updates on the Building Department by Jacek Tomasik, Building Official

Jacek Tomasik, Building Official gave an update on the Building Department.

CONSENT AGENDA

Councilmember Danowski requested to pull item no. 5 & 7 from Consent Agenda.

MOTION: COUNCILMEMBER SHORR/COUNCILMEMBER MANIGLIA MOVED TO APPROVE THE CONSENT AGENDA ITEMS NO THREE A-D, ITEM NO. FOUR, AND ITEM NO. SIX. MOTION PASSED UNANIMOUSLY (5-0).

3. Consideration of Approval of Meeting Minutes:

- a. January 9, 2024 - Town Council Regular Meeting
- b. January 23, 2024 - Town Council Community Discussion Workshop Meeting
- c. January 23, 2024 - Town Council Regular Meeting
- d. February 6, 2024 - Town Council Community Discussion Workshop Meeting

4. Approval of **Resolution No. 2024-31**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN AGREEMENT WITH STEFFEN & SONS STRIPING, LLC FOR ROADWAY STRIPING AND PAVEMENT MARKING SERVICES; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT

THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

5. Approval of **Resolution No. 2024-32**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN AGREEMENT WITH ODUMS SOD, INC., FOR GOODS AND SERVICES PURSUANT TO VILLAGE OF WELLINGTON ITB202312; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda item no. 5 was pulled off the Consent Agenda for further discussion.

Town Clerk Oakes read the title of Resolution No. 2024-32 into the record.

Public comment provided by Virginia Standish. Town Council discussion ensued.

**MOTION: COUNCILMEMBER DANOWSKI/COUNCILMEMBER MANIGLIA
MOVED TO APPROVE RESOLUTION NO. 2024-32. MOTION PASSED
UNANIMOUSLY (5-0).**

6. Approval on **Resolution No. 2024-33**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN AGREEMENT WITH SOUTHEAST HIGHWAY GUARDRAIL AND ATTENUATORS, LLC, UTILIZING THE PALM BEACH COUNTY PROJECT NO. 2022054: GUARDRAIL CONTINUING SERVICES CONSTRUCTION CONTRACT; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.
7. Approval on **Resolution No. 2024-35**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ACCEPTING EASEMENTS; PROVIDING AN EFFECTIVE DATE.

Agenda item no. 7 was pulled off the Consent Agenda for further discussion.

Town Clerk Oakes read the title of Resolution No. 2024-35 into the record.

Public comment provided by Cassie Suchy. Vice Mayor Herzog recused herself from item no. 7.

Town Council discussion ensued.

MOTION: COUNCILMEMBER DANOWSKI/COUNCILMEMBER SHORR MOVED TO APPROVE RESOLUTION NO. 2024-35. MOTION PASSED UNANIMOUSLY (4-0).

REGULAR AGENDA

8. Approval of **Resolution No. 2024-34**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING THE SEVENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE TOWN AND SHERIFF RIC L. BRADSHAW AND PROVIDING AN EFFECTIVE DATE.

Town Clerk Oakes read the title of Resolution No. 2024-34 into the record.

Public comments provided by Todd McLendon and Marianne Miles. Town Council discussion ensued.

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO APPROVE RESOLUTION NO. 2024-34. MOTION PASSED UNANIMOUSLY (5-0).

PUBLIC HEARING

9. Consideration of Ordinance No. 2024-03 on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AMENDING CHAPTER 2 "ADMINISTRATION", ARTICLE II "TOWN COUNCIL" TO REORGANIZE ITS PROVISIONS, TO PROVIDE FOR ADOPTION BY RESOLUTION OF SUPPLEMENTAL RULES OF PROCEDURE, DECORUM, AND ORDER FOR MEETINGS OF THE TOWN COUNCIL AND TOWN BOARDS, AND TO REPLACE REFERENCES TO CITIZEN REQUESTS WITH REFERENCES TO PUBLIC COMMENTS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Town Clerk Oakes read the title of Ordinance No. 2024-03 into the record.

There were no public comments. Town Council discussion ensued.

MOTION: COUNCILMEMBER SHORR/COUNCILMEMBER DANOWSKI MOVED TO APPROVE ORDINANCE NO. 2024-03 ON SECOND READING. MOTION PASSED (4-1 with COUNCILMEMBER MANIGLIA DISSENTING).

10. Consideration of Ordinance No. 2024-06 on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ADOPTING CHAPTER 2 "ADMINISTRATION", ARTICLE VII "TOWN ADVISORY BOARDS" TO PROVIDE FOR APPLICABILITY, COMPOSITION, QUORUM,

ELIGIBILITY, QUALIFICATIONS, APPOINTMENT, TERMS, REMOVAL, VACANCIES, OFFICERS, COMPENSATION, AND PROCEDURES REGARDING TOWN ADVISORY BOARDS; REORGANIZATION AND REVISIONS TO CHAPTER 34 PLANNING AND DEVELOPMENT TO ENSURE COMPLIANCE WITH NEW TOWN ADVISORY BOARD ARTICLE AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Town Clerk Oakes read the title of Ordinance No. 2024-06 into the record.

Public comment provided by Cassie Suchy and Marianne Miles. Town Council discussion ensued.

MOTION: COUNCILMEMBER DANOWSKI/VICE MAYOR HERZOG MOVED TO APPROVE ORDINANCE NO. 2024-06 WITH CONTINUED CHANGES SUMMARIZED ON SECOND READING TO BE DISCUSSED ON JULY 2ND. MOTION PASSED UNANIMOUSLY (5-0).

11. Consideration of Ordinance No. 2024-05 on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING THAT IN THE EVENT THERE IS NO CONTRACT FOR LAW ENFORCEMENT SERVICES IN EFFECT BETWEEN THE TOWN AND THE PALM BEACH COUNTY SHERIFF'S OFFICE ("PBSO") OR AN ADJOINING MUNICIPALITY, THE LAW ENFORCEMENT SERVICES IN THE TOWN WILL BE THE STANDARD LAW ENFORCEMENT SERVICES PROVIDED BY THE PBSO; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Oakes read the title of Ordinance No. 2024-05 into the record.

There were no public comments. Town Council discussion ensued.

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO APPROVE ORDINANCE NO. 2024-05 ON SECOND READING WITH THE CORRECTIONS. MOTION PASSED (3-2 with COUNCILMEMBER DANOWSKI & COUNCILMEMBER SHORR DISSENTING).

12. Consideration of Ordinance No. 2024-04 on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AMENDING THE UNIFIED LAND DEVELOPMENT CODE SECTION 10-015, DEFINITIONS TO AMEND THE DEFINITION OF ESSENTIAL SERVICES AND SECTION 20-015, RESIDENTIAL ZONING DISTRICTS, PERMITTED USES TO CLARIFY THE SPECIAL EXCEPTION CATEGORY FOR ESSENTIAL SERVICES, AND TO ADD DEBRIS MANAGEMENT SITES AS A SEPARATE ESSENTIAL SERVICE

USE, SUBJECT TO SPECIFIC APPROVAL CRITERIA; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Town Clerk Oakes read the title of Ordinance No. 2024-04 into the record.

Public comment provided by Cassie Suchy. Town Council discussion ensued.

MOTION: COUNCILMEMBER DANOWSKI/COUNCILMEMBER MANIGLIA MOVED TO MOVE ORDINANCE NO. 2024-04 ON 2ND READING TO THE JULY 2ND AGENDA. MOTION PASSED UNANIMOUSLY (5-0).

DISCUSSION

13. Discussion on Recreational Vehicle Ordinance

By consensus, the Town Council directed staff to move this item to June 18th agenda and then a further discussion will be held.

MOTION: COUNCILMEMBER DANOWSKI/VICE MAYOR HERZOG MOVED TO REVISIT THE OLD RV ORDINANCE AND THE 2023 ATTEMPTED RV ORDINANCE AS PART OF THE DISCUSSION ON JUNE 18TH FROM 5 P.M. TO 6 P.M. MOTION PASSED UNANIMOUSLY (4-0).

Councilmember Maniglia was away from the dais during this vote.

14. Discussion on the Sign Code Updates and Interim Enforcement

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO SEND THE SIGN CODE WITHIN 30 DAYS OF THE RE-ESTABLISHMENT OF THE ULDC. MOTION PASSED UNANIMOUSLY (5-0).

15. Discussion on Committees and Committee Appointments

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO APPROVE THE CURRENT ORDINANCES FOR THE ULDC, RETGAC, PLANNING AND ZONING, FAAC, ALL OF THE CITIZEN COMMITTEES IN ITEM NO. 15 TO COME BACK WITH A 2024 RESOLUTION NO. AND TITLE. MOTION PASSED UNANIMOUSLY (5-0).

16. Discussion on Roadway & Drainage Updates

Director of Public Works Richard Gallant provided discussion on Roadway & Drainage.

Public comment provided by Cassie Suchy. Town Council discussion ensued.

17. Updates, Items of Interest and Future Agenda Items

Town Clerk Oakes provided Updates, Items of Interest and Future Agenda Items.

Public comment provided by Cassie Suchy. Town Council discussion ensued.

TOWN STAFF COMMENTS

Town Manager Francine L. Ramaglia had no report.

Town Attorney - Torcivia, Donlon, Goddeau and Rubin, P.A. had no report.

Public Works Director Richard Gallant responded firmly to prior concerns and clarified several issues. He emphasized that he does not do special favors for anyone and treats all residents equally. He reiterated that his efforts are focused on improving the safety, health, and welfare of the entire town—residents, wildlife, and environment included. Addressing ongoing concerns about canal water levels, Gallant clarified that canal levels on the north side of town are higher due to elevation differences, not negligence. He reaffirmed that water seeks its own level and that the town has been pumping daily for the past three months—verified by increased electric bills. He explained that dredging cannot proceed without proper equipment and a place to dispose of the material. The town needs a dump truck to transport the dredged sediment, and he is already considering legal placement options once the truck is available. He addressed a specific concern about tree removal near a resident's property. Gallant said they visited the property with an arborist who identified a small number of exotic trees for removal. These trees were marked, and the residents were cooperative. Regarding a mistakenly damaged oak branch, he stated that it occurred during the removal of a melaleuca tree and would be repaired. Responding to a misconception, he clarified that all fire hydrants in Loxahatchee Groves are “wet hydrants” connected to the Palm Beach County water utility system and not canals. None of them are dry hydrants. While he wasn't sure of the testing schedule, he noted that Palm Beach County Fire Rescue historically tested them every five years. He concluded by stating that these systems are under broader county jurisdiction and are not maintained by the town itself.

Town Clerk Valerie Oakes had no report.

TOWN COUNCILMEMBER COMMENTS

Councilmember Laura Danowski (Seat 2) raised two points during the meeting. First, she asked the town attorney whether failing to update ordinance numbers—such as not assigning them a correct "2024" designation—could present legal or procedural issues. The attorney clarified that while such discrepancies might not trigger an official audit finding, they could create confusion in future recordkeeping, making it difficult to trace legislative history or decisions accurately. Clear and consistent documentation was emphasized as best practice. Second, the councilmember shared information from the Florida Department of Agriculture and Consumer Services regarding House Bill 7063, which became effective on July 1, 2023. This bill prohibits certain special assessments—such as fire protection, garbage disposal, emergency medical services, street improvements, and drainage—from being levied on land classified as agricultural. She then questioned how this change might impact on the town's revenue or operations and provided the material for further review.

Councilmember Phillis Maniglia (Seat 1) had no report.

Councilmember Robert Shorr (Seat 4) provided a personal update regarding past ethics accusations, stating that all charges were dismissed and they received a "clean bill of health." He further clarified it was actually "dismissed with instructions." The instruction from the administrative judge stated that the speaker, acting as mayor, had volunteered to substitute for a town employee—an action deemed outside the scope of mayoral duties and not to be repeated. He emphasized there was no finding of corruption or misconduct. Reflecting on the experience, he advised that legal representation isn't always necessary until a case reaches trial, as third-party judgment often shifts outcomes more effectively than pre-trial arguments. Additionally, the speaker briefly addressed road improvements, specifically noting that the road slope on Grober Road appeared, exceeding the 2% grade limit. He expressed concern that such slope could affect paving thickness and drainage. He closed by complimenting the town's staff for their efforts and the progress being made.

Vice Mayor Margaret Herzog (Seat 5) raised concerns about ongoing illegal net fishing in the town's canals, specifically mentioning that many of the individuals involved appear to be Spanish-speaking and may not understand English. She attempted to communicate using a phone translator to explain that net fishing is not allowed, particularly due to the harm caused to smaller fish left to die after the larger ones are taken. Vice Mayor requested clarification on the legality of net fishing and suggested the town post clear signage in both English and Spanish stating that net fishing is prohibited in local waterways.

Mayor Anita Kane (Seat 3) thanked everyone for their patience in getting through the agenda and all the different things that needed to be worked through.

ADJOURNMENT

There being no further business before the Council, Vice Mayor Herzog moved to adjourn the meeting at 11:15 PM, which was seconded by Councilmember Maniglia and passed unanimously (5-0).

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor Anita Kane, Seat 3

Town Clerk

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 COMMUNITY OPEN DISCUSSION WORKSHOP
MEETING MINUTES
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, July 2, 2024**

CALL TO ORDER:

Mayor Kane called the meeting to order at 6:02 p.m.

ROLL CALL:

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Laura Danowski, Councilmember Phillis Maniglia, Councilmember Robert Shorr (Present via Zoom), Town Manager Francine Ramaglia, Town Attorney Glen Torcivia, Public Works Director Richard Gallant, Public Works Superintendent Craig Lower, Project Coordinator Jeff Kurtz, Town's Financial Consultant Chris Wallace (of Munilytics), Town's Planning Consultant Kaitlyn Forbes (of Complete Cities) and Town Clerk Valerie Oakes were present.

OPEN DISCUSSION:

Jane Harding mentioned the canal ditches between her home and the neighbor's home and asked whose responsibility it would be to repair her fence as the trees on her neighbor's yard, with the last rain and hard wind, have fallen into her yard and breaking her fence. Town Attorney Torcivia stated it would be a dispute between neighbors and that the town does not get involved in that kind of dispute. Mayor Kane asked if she had a good relationship with her neighbor. Ms. Harding stated she doesn't know them and mentioned when she lived in Delray and this issue would happen, if it was on their side and it fell over on my side, it was their problem and in other places if it fell in her yard, it was her problem and asked someone to shed some light. Town Attorney Torcivia stated that it is always a debate and that he could not give her legal advice but stated that usually if it's on your side you can trim it and if it is on their side, it is their problem. He continued stating she needs to talk to her neighbor about the tree. Ms. Harding stated she wanted to start someone where this is the third or fourth year of what to do. She then mentioned the RVs and how she understood other people's sides where it is bad for them and then lots of people say it isn't bad, but the right people are the ones showing up and doing the right things.

She asked that we start somewhere if Council wants three spots and that's what you agree on and you have the intention of using them. She said you cannot punish those that follow the rules and there must be middle ground. She asked everyone to make it easy, especially for those following the rules and help those being tortured by the ones who are not following the rules. This leaves her in limbo every year and she does not know what to do and she is a rule follower so therefore she ends up doing nothing because she did not know the rule properly and then it ends up hurting her. She stated she sees people that are doing things that are beyond her and having her lumped with them is just atrocious so start somewhere and somewhere simple. She mentioned we are nowhere, and we are in the third year doing this and she has celebrities that come to her farm, and they do not want to identify who they are.

Robert Austen reiterated what Ms. Harding stated he warned everyone about bringing the RVs here for year-round camping for six months to six months. He stated he mentioned this three years ago that it was not going to work and if it is going to be tailored for people like her, who are following the rules, he has no problem with it, but when there are people who are in RVs and move to a different spot every six months in Loxahatchee who do not live here, like on Collecting Canal Road, it is a problem. He stated they currently have about 30- 40 living in RVs right now. With the addition of two cars, it would be 60 to 80 cars running down Collection Canal Road and unfortunately, she gets lumped in with them who are not following the rules because Code Enforcement does not enforce anything. Mr. Austen mentioned a landscaping business where it seems to be single-family residential property and how they are moving in offices and have a double wide being put up. He mentioned Twisted Spurs, down Collecting Canal, has three travel trailers that they have placed skirting around which seems like they are not planning on going anywhere. He stated old crappy travel trailers are scurrying around because they put an 80s single wide in the back where they have painted it to match their barns. He mentioned a lady that spoke last week who spent \$1.4 million on her house and another down the street that spent \$1.2 million on their farm who is living next to the apartment building on top of the barn who he feels would not have been built in West Palm Beach or Royal Palm. He mentioned we are missing something with our legal team because the County or state should be able to do something regardless of homestead because you can see the 12-unit apartment building on top of the barn plus four travel trailers on his property and with traffic on Hyde Park, it is atrocious. Mr. Austen stated this guy is ignoring Council and this is the problem with the RV discussion because so many people ignore this town because they feel they can get away with it.

Councilmember Maniglia asked the Town Manager about the current RV Ordinance stating it must be roadworthy and tagged and is it enforceable now. Town Manager Ramaglia stated yes if they can see the RV from the street. She continued stating you must be able to see the RV, it must be visual from the street or there has to be a complaint about it, with pictures, and they are able to get onto the property and have someone to testify. She mentioned with regards to the RV ordinance and the reason it requires a registration is so people would voluntarily provide this information, but they are not.

Councilmember Maniglia stated it seems as though other towns are very strict in their rules to where you see something one day, it gets a violation, and it is gone. She mentioned she does not understand why we are not able to do that with several of the most egregious code offenders in our town. She mentioned that it seems nothing is happening, and it is frustrating for the Council and the residents that are living next to it. Town Manager Ramaglia stated it is very frustrating for the staff as well. She continued by stating that they have received a citation written by the Town Attorney's office which means we can go every day to give them a citation in the hope that when they get enough of them, they will come in and comply. Town Council discussion ensued. The Town Manager ended by stating a decision that needs to be made concerning the threshold, at which time they wish to do foreclosure, including that the Town does not have 30 employees, mentioned by Councilmember Maniglia, but only the two part-time code enforcement officers. Town Attorney Torcivia answered by stating Code Enforcement has lots of pros and cons and that people in the state of Florida have lots of rights. He mentioned you cannot go on their property without their permission or a warrant and taking pictures of the violation. He mentioned that the legislative took one tool away concerning anonymous complaints which means a person must put their name on the record stating they are complaining about their neighbor and the nature of the complaint. He reiterated the statement made by the Town Manager concerning staffing and how the cities that are more efficient in Code Enforcement have more staff. Mr. Torcivia stated that no matter how much you site people, all you are doing is fining them and the only time one would collect is the selling of their property, because a lien has been placed on the property or foreclosure as the Town Manager stated. He mentioned Council has the final decision to say yes foreclose on a property and at what amount is fining enough. Mayor Kane questioned where we stand on this topic, and can it be placed on the next agenda. She also asked for the most egregious individuals. Town Manager stated the document was handed out at the last meeting and will be available for the quarterly report. Town Attorney reminded the Council that they cannot foreclose on homestead properties due to Florida laws. The Council advised the Town Attorney to call around and find some tool available as every city has similar issues. Councilmember Danowski asked about the 20-year rule of a fine not dealt with it will go away. Town Attorney stated it is somewhat fiction; however, it is like a judgment and stated you can refile your judgement/lien in the 19th year so that it can continue to exist. The Town Manager stated in a previous career; they had an agreement with the Mortgage companies because the companies do not like the mortgage property to have such fines.

The Council agreed to learn more.

ADJOURNMENT:

Mayor Kane adjourned the community meeting at 6:24 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Anita Kane, Seat 3

Town Clerk

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
MEETING MINUTES
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, July 2, 2024**

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor Kane called the meeting to order at 6:31 p.m.

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE:

Mayor Kane led the Pledge of Allegiance followed by a moment of silence.

ROLL CALL

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Laura Danowski, Councilmember Phillis Maniglia, Councilmember Robert Shorr (Present via Zoom), Town Manager Francine Ramaglia, Town Attorney Glen Torcivia, Public Works Director Richard Gallant, Public Works Superintendent Craig Lower, Project Coordinator Jeff Kurtz, Town's Financial Consultant Chris Wallace (of Munilytics), Town's Planning Consultant Kaitlyn Forbes (of Complete Cities) and Town Clerk Valerie Oakes were present.

ADDITIONS, DELETIONS AND MODIFICATIONS

Mayor Kane called for any additions, deletions, modifications or approval of the agenda.

Town Clerk Oakes requested to pull item no. 8 off the Consent Agenda.

Vice Mayor Herzog requested to pull item no. 4 off the Consent Agenda.

**MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER
DANOWSKI MOVED TO APPROVE THE AGENDA AS**

MODIFIED. MOTION PASSED UNANIMOUSLY (5-0).**COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS**

No public comments received.

PRESENTATIONS

1. Legislative Update by Palm Beach County Commissioner Sara Baxter

Commissioner Sara Baxter (Commissioner for District 6) and Kasey Denny (Legislative Affairs Director) presented the Legislative Update.

Mayor Kane thanked them for their presentation.

2. Presentation on Volunteer Opportunities within the Junior Achievement of the Palm Beaches & Treasure Coast by Katelyn Bates, Director of 3DE and Volunteer Engagement

Katelyn Bates (Director of Volunteer and Program Operations with Junior Achievement of the Palm Beaches & Treasure Coast) presented the Junior Achievements and Volunteer Opportunities and recognized Councilmember Danowski.

3. Presentation on the My Government Online "MGO" Program by Gina Lawrence-Halpern, Software Specialist

Gina Halpern (Software Specialist) presented the My Government Online "MGO" software.

CONSENT AGENDA

MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER DANOWSKI MOVED TO APPROVE THE CONSENT AGENDA WITH ITEM NO. 8 TO BE DISCUSSED AFTER ITEM NO 9. MOTION PASSED UNANIMOUSLY (5-0).

4. Approval on **Resolution No. 2024-46**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION FOR THE SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING AN EFFECTIVE DATE.

Agenda item no. 4 was pulled off the Consent Agenda for further discussion.

Note of a Scribner's Error for Authorization. Should state "Authorizing the Manager".

Public comment received from Cassie Suchy. Town Council discussion ensued.

**MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER HERZOG
MOVED TO APPROVE RESOLUTION 2024-46. MOTION PASSED
UNANIMOUSLY (5-0).**

5. Approval on **Resolution No. 2024-42**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE PARTICIPATION AGREEMENT TO INTERLOCAL AGREEMENT WITH THE SCHOOL DISTRICT OF PALM BEACH COUNTY, PALM BEACH COUNTY, AND MUNICIPALITIES IN PALM BEACH COUNTY FOR COORDINATED PLANNING; AND PROVIDING FOR AN EFFECTIVE DATE.

APPROVED ON CONSENT.

6. Approval on **Resolution No. 2024-48**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH COMPLETE CITIES PLANNING GROUP FOR LONG RANGE PLANNING AND DEVELOPEMNT REVIEW SERVICES; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

APPROVED ON CONSENT.

7. Approval on **Resolution No. 2024-21 Corrected**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A SCHEDULE FOR THE REGULAR AND WORKSHOP TOWN COUNCIL MEETINGS DATES FOR APRIL TO DECEMBER 2024; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

APPROVED ON CONSENT.

8. Approval on **Resolution No. 2024-20**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING REVISIONS TO THE TOWN COUNCIL RULES OF ORDER AND PROCEDURE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

Agenda item no. 8 was pulled off the Consent Agenda for further discussion.

Town Clerk Oakes read a statement into the record.

**MOTION: COUNCILMEMBER DANOWSKI/COUNCILMEMBER
MANGILIA MOVED TO APPROVE RESOLUTION NO. 2024-20**

WITH NEW LANGUAGE. MOTION PASSED UNANIMOUSLY (5-0).

9. Approval to Modify the Agreement with Southeast Guardrails Highway Attenuators, LLC

APPROVED ON CONSENT.

REGULAR AGENDA

10. Overview of FY24-25 Budget

Project Coordinator Jeff Kurtz presented an Overview of the FY24-25 Budget.

Town's Financial Consultant Chris Wallace (of Munilytics) presented more information for the Overview of the FY24-25 Budget.

Public comment received from Cassie Suchy and Manish Sood. Town Council discussion ensued.

RECESSED TOWN COUNCIL MEETING & CALLED TO ORDER DEPENDENT WATER CONTROL DISTRICT AT 8:01 P.M.

11. Approval on **Resolution No. 2024-DD04**: A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE PROVISION OF DISTRICT SERVICES, INCLUDING WATER CONTROL MAINTENANCE AND REPAIR OF DRAINAGE AND ROADWAYS WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE DISTRICT; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR DISTRICT SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Town Clerk Oakes read the title of Resolution No. 2024-DD04 into the record.

There were no public comments. Town Council discussion ensued.

Vice Mayor Herzog moved to approve Resolution 2024-DD4 with a rate of \$ 280.00. There was not a second.

MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER SHORR MOVED TO APPROVE RESOLUTION 2024-DD04 WITH A RATE OF \$200.00. MOTION PASSED (3-2 with MAYOR KANE & VICE MAYOR HERZOG DISSENTING).

RECONVENED TOWN COUNCIL MEETING AT 8:04 P.M.

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG
MOVED TO RECONSIDER TO APPROVE RESOLUTION NO. 2024-DD04. MOTION PASSED UNANIMOUSLY (5-0).

MOTION: COUNCILMEMBER MANIGLIA/ VICE MAYOR HERZOG
MOVED TO APPROVE RESOLUTION NO. 2024-DD04 WITH A RATE OF \$250.00. MOTION PASSED (3-2 with COUNCILMEMBER SHORR & COUNCILMEMBER DANOWSKI DISSENTING).

RECONVENED TOWN COUNCIL MEETING AT 8:18 P.M.

12. Approval on **Resolution No. 2024-43**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE PROVISION OF RESIDENTIAL SOLID WASTE COLLECTION SERVICES AND FACILITIES AND PROGRAMS ("SOLID WASTE COLLECTION SERVICES") IN THE TOWN OF LOXAHATCHEE GROVES, FLORIDA; PROVIDING FOR PURPOSE AND DEFINITIONS; PROVIDING FOR LEGISLATIVE DETERMINATIONS; ESTABLISHING THE ESTIMATED RATE FOR THE SOLID WASTE COLLECTION SERVICES ASSESSMENT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

Town Clerk Oakes read the title of Resolution No. 2024-43 into the record.

There were no public comments. Town Council discussion ensued.

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG
MOVED TO APPROVE RESOLUTION NO. 2024-43 WITH A \$450.00 PER UNIT RATE. MOTION PASSED (3-2 with COUNCILMEMBER SHORR & COUNCILMEMBER DANOWSKI DISSENTING).

RECESSED TOWN COUNCIL MEETING & CALLED TO ORDER DEPENDENT WATER CONTROL DISTRICT AT 8:17 P.M.

13. Approval on **Resolution No. 2024-44**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 3.000 FOR GENERAL OPERATING BUDGET PURPOSES FOR FISCAL YEAR 2024/2025; RECOGNIZING THE ROLLED BACK MILLAGE RATE FOR FISCAL YEAR 2024/2025; APPROVING AND AUTHORIZING TRANSMITTAL OF THE FORM DR-420 TO THE PROPERTY APPRAISER;

PROVIDING FOR THE ESTABLISHMENT OF AND SETTING FORTH THE DATE, TIME AND PLACE OF THE PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2024/2025 PROPOSED MILLAGE RATE AND TENTATIVE BUDGET; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Oakes read the title of Resolution No. 2024-44 into the record with new language of millage rate of 4.000.

There were no public comments. Town Council discussion ensued.

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO APPROVE RESOLUTION NO. 2024-44 WITH A MILLAGE RATE OF 4.000. MOTION PASSED (4-1 with COUNCILMEMBER DANOWSKI DISSENTING).

14. Discussion on Town Council's Participation on Government Committees/Voting Delegates and Approval on **Resolution No. 2024-47**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA NOMINATING A TOWN COUNCILMEMBER FOR AND SUPPORTING HIS/HER APPOINTMENT AS THE FLORIDA LEAGUE OF CITIES VOTING DELEGATE; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Oakes read the title of Resolution No. 2024-47 into the record.

There were no public comments. Town Council discussion ensued.

MOTION: COUNCILMEMBER DANOWSKI/COUNCILMEMBER MANIGLIA MOVED TO APPROVE RESOLUTION NO. 2024-47 NOMINATING ANITA KANE AND ALTERNATE MARG HERZOG. MOTION PASSED UNANIMOUSLY (5-0).

PUBLIC HEARING

15. Consideration of **Ordinance No. 2024-06** on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ADOPTING CHAPTER 2 "ADMINISTRATION", ARTICLE VII "TOWN ADVISORY BOARDS" TO PROVIDE FOR APPLICABILITY, COMPOSITION, QUORUM, ELIGIBILITY, QUALIFICATIONS, APPOINTMENT, TERMS, REMOVAL, VACANCIES, OFFICERS, COMPENSATION, AND PROCEDURES REGARDING TOWN ADVISORY BOARDS; REORGANIZATION AND REVISIONS TO CHAPTER 34 PLANNING AND DEVELOPMENT TO ENSURE COMPLIANCE WITH NEW TOWN ADVISORY BOARD ARTICLE AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Town Clerk Oakes read the title of Ordinance No. 2024-06 into the record.

There were no public comments. Town Council discussion ensued.

**MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER SHORR
MOVED TO APPROVE ORDINANCE NO. 2024-06 ON SECOND
READING. MOTION PASSED UNANIMOUSLY (5-0).**

16. Consideration of **Ordinance No. 2024-04** on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AMENDING THE UNIFIED LAND DEVELOPMENT CODE SECTION 10-015, DEFINITIONS TO AMEND THE DEFINITION OF ESSENTIAL SERVICES AND SECTION 20-015, RESIDENTIAL ZONING DISTRICTS, PERMITTED USES TO CLARIFY THE SPECIAL EXCEPTION CATEGORY FOR ESSENTIAL SERVICES, AND TO ADD DEBRIS MANAGEMENT SITES AS A SEPARATE ESSENTIAL SERVICE USE, SUBJECT TO SPECIFIC APPROVAL CRITERIA; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Town Clerk Oakes read the title of Ordinance No. 2024-04 into the record.

Public comment received from Manish Sood. Town Council discussion ensued.

Councilmember Maniglia moved to not approve Ordinance No. 2024-04 on second reading. There was not a second.

**MOTION: COUNCILMEMBER DANOWSKI/COUNCILMEMBER SHORR
MOVED TO APPROVE ORDINANCE NO. 2024-04 ON SECOND
READING. MOTION FAILED. (2-3 with MAYOR KANE, VICE
MAYOR HERZOG & COUNCILMEMBER MANIGLIA
DISSENTING).**

17. Approval on **Resolution No. 2024-45**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE COMPREHENSIVE PLAN EVALUATION AND APPRAISAL AMENDMENTS 2024 DATA AND ANALYSIS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Oakes read the title of Resolution No. 2024-45 into the record.

Public comment received from Mr. Levine and received an email from Katie Edwards. Town Council discussion ensued.

**MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER
DANOWSKI MOVED TO APPROVE RESOLUTION NO. 2024-45.
MOTION PASSED UNANIMOUSLY (5-0).**

18. Approval of **Ordinance No. 2024-01** on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA,

ADOPTING THE COMPREHENSIVE PLAN EVALUATION AND APPRAISAL AMENDMENTS 2024 GOALS, OBJECTIVES AND POLICIES DOCUMENT, INCLUDING THE FOLLOWING GOALS, OBJECTIVES AND POLICIES AMENDMENTS TO THE LOXAHATCHEE GROVES COMPREHENSIVE PLAN: ADDITION OF INTRODUCTION AND PROPERTY RIGHTS ELEMENTS; DELETION OF THE PUBLIC SCHOOL FACILITIES ELEMENT; AND AMENDMENTS TO THE FUTURE LAND USE, TRANSPORTATION, INFRASTRUCTURE, CONSERVATION, RECREATION AND OPEN SPACE, HOUSING, INTERGOVERNMENTAL COORDINATION, AND CAPITAL IMPROVEMENTS ELEMENTS. AMENDMENTS ARE MADE TO INCORPORATE REVISIONS REQUIRED BY THE TOWN'S PERIODIC EVALUATION AND APPRAISAL REPORT; PROVIDING FOR SUBMITTAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Oakes read the title of Ordination No. 2024-01 into the record.

Public comment received via email from Katie Edwards. Town Council discussion ensued.

**MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER
DANOWSKI MOVED TO APPROVE ORDINANCE NO. 2024-01 ON
SECOND READING. MOTION PASSED UNANIMOUSLY (5-0).**

DISCUSSION

19. Discussion on Recreational Vehicle Ordinance

Kaitlyn Forbes, (of Complete Cities) provided an overview of the Recreational Vehicle Ordinance.

Public comment received from Robert Austen, Manish Sood, and Marianne Miles. Town Council discussion ensued

By consensus, the Town Council directed staff to move forward with this item changing the language as discussed, to be placed on a future agenda.

20. Discussion on Adopting a Policy for Reimbursement of Attorney's Fees

Town Attorney Glen Torcivia provided an overview on Adopting a Policy for Reimbursement of Attorney's Fees.

Public comment received from Marianne Miles and Cassie Suchy. Town Council discussion ensued.

Councilmember Shorr moved to approve a policy change. There was not a second.

No further action taken.

21. Updates, Items of Interest and Future Agenda Items

Town Manager Ramaglia provided an overview of the Updates, Items of Interest and Future Agenda.

Public comment received from Cassie Suchy.

**MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER SHORR
 MOVED TO EXTEND THE MEETING AT 10:33 P.M. MOTION
 PASSED UNANIMOUSLY (5-0).**

By consensus, the Town Council directed staff to move forward with creating an Ex-Parté Policy.

TOWN STAFF COMMENTS

Town Manager stated the engineers have been working like “Gang Busters” trying to find some ways to provide some exemptions and to do some expediting permitting processes. She had them ask outside engineers that they work with to compare our codes with the state law, FEMA, and to the surrounding areas codes as there are limited changes that can be made due to health safety and the welfare to comply with C-51. They are looking at maybe there being a certain amount of fill that can be placed on the property and have an exemption as long as somebody goes out and does a quick inspection. She also discussed that on the 16th they would go over some things that could affect what is in code enforcement. If the town wishes to stop code enforcement on the Food and Drug Administration (FDA), we will also stop building permits because you cannot be permitted without an FDA. She explained she did not make this rule, in some cases it is the state and in others it is South Florida Water Management. She mentioned the properties that are over 10 acres or more go through more arduous processes than what we put them through. The way we try to simplify things is to be like other codes that are out there and there is a balance between how we manage drainage. If we allowed flood prone materials on certain agriculture structures, buildings, and properties that may increase the burden on the town in terms of providing drainage, which is ok because we are doing the Florida study. Also, they are putting code specific statements on how existing drainages must be taken into consideration before any design or improvements on an existing property is done. For example, if there is a ditch, Richard is trying to go back and identify ditches that need to be cleaned out so they can work properly. She continued stating that we are trying to come up with some real-life hanging fruit to make the process better, faster, and cheaper understanding and it will not change what is in the code enforcement. She mentioned they would do extra research and talk about it on the 16th and reminded Council they have 20 items the following day that will be placed on magistrate; not all are FDA confirmed 20 items. She mentioned they are trying to do the zoning review up front. This means Kaitlyn will look at it and try to catch stuff before it hits the engineers. The second thing is trying to make sure the engineers look at the existing properties around and if they are already FDA or if they already have a pond so that can be written into the code to make it easier to comply. She mentioned that everyone was given a hard copy of the HR manual, and the electronic copy will be sent out. The attorneys reviewed it a half dozen times, and we sat down with Glenn a couple of weeks ago to change two things, but of course, they can be changed back like paying for jury duty as a civic duty. We

encourage people to do their civic duty, and the second thing is bereavement leave with out-of-state losses and given up to five days. There will be individual one-on-one meetings scheduled when time permits.

Town Attorney had no report.

Public Works Director had no report.

Town Clerk mentioned the annual backpack giveaway will be August 3rd from 9 – 11, which is a Saturday and more information to come, and we will advertise that on our website. She continued stating the Clerk's office is working on an electronic signature policy that will be on the August agenda; giving an example of a Councilmember Shorr not being here but all resolutions, ordinances, minutes, any other pertinent documents that he would need to sign can be done electronically or anyone else that is not here. She added we are trying to look for ways to create a more efficient process and get our documents executed so they can be stored away.

TOWN COUNCILMEMBER COMMENTS

Councilmember Laura Danowski expressed how thrilled she was to be honored by the ladies who attended Junior Achievement as she wasn't sure what to expect when she went in for her first adventure from four different classrooms with third and fourth graders. She spoke about being the Mayor and what that entails and she spoke about being a Horseman and she brought horseshoes, horse teeth, and horse food which was compressed alfalfa cubes. She stated that as several kids came up to look at the items, they asked was it marijuana, but she explained it wasn't. She stated it was a big wow, and she will keep doing Junior Achievement for as long as she can and thanked the ladies.

Councilmember Phillis Maniglia asked everyone to follow up on the FDA as it is super important, and she feels that staff have kicked it into high gear mentioning we don't usually get things back in a 30-day turnaround, but this will be back, and she feels it will be great changes for the town. She stated she would like to see proactive code enforcement enacted at the next meeting and get it on the agenda because that is what the folks of this town want, and it gives them the tools to get it done.

Councilmember Robert Shorr mentioned he graduated from Western Chambers leadership class which is a six-month program once a month on Tuesdays. He mentioned it is a long day as he is not used to those days since he has been semi-retired for a while. It is great exposure between the arts, the hospitals and the End-of-Course (EOC) in schools where every week there is a different theme run by Mary Lou at the Western Chambers. As it relates to FDAs', he asked could Council give direction that says if you're not in the fine status or still in progress, can we tell magistrate to give these people an automatic extension of another 60 days.

Town Manager Ramaglia explained we do this naturally as to why it takes six months including any continuances. They can see the note put in the email to all if somebody already doesn't have something now where they can tell the magistrate what the status is. The only times that we have kicked somebody into a fine on an FDA is when they are not responding.

Councilmember Robert Shorr continued by stating it is usually 30 days at a time and if there is anything we can do for those people that are coming for a status hearing that are caught up but are waiting on their engineer because they are busy, but he knows magistrate doesn't like to hear that as they want to see something in writing. He stated she is doing a great job for those who hasn't had a chance to watch those meetings, but he feels as Council we are recognizing an issue and we are going to try to address it but if we are in the process, why couldn't we give direction to just extend all to 90 days unless they are at the point of no return or they want to keep going. He called for a consensus.

By consensus, the Town Council directed staff to look at magistrate cases and make the decision as to what can or cannot be continued.

Vice Mayor Marg Herzog stated she was conflicted on the Planned Unit Development (PUD) vote that was done last time. She agreed to it, but still didn't feel comfortable because there were so many conflicting things and now, she is asking that the discussion be brought back for another reconsideration.

Town Manager Ramaglia stated she was not at the meeting but if given the direction that you want to talk about it again we can, but the understanding she has was that the existing PUD language is not a universal application but only applicable to properties with Frontage on Southern Boulevard, but there is only one development that falls within the PUD and it happens to be Groves at Town Center because it is a Municipal Land Use (MLU). There is a provision for possible commercial PUD on Southern Boulevard if there are 10 acres or more. With a PUD, there is no availability for a residential PUD and having 50 acres doesn't mean you get a PUD. You would have to come through the process, like everything else in our land use and zoning, and go through approvals. She continued by saying they cannot prevent people from putting in a request for a land use change or from putting in a request for a zoning text amendment with the understanding that does not mean a yes. After the Council's recommendation, it must make approval of Quasi-Judicial issues and most often a site plan.

Vice Mayor Marge Herzog stated she has researched the PUD inside and out and researched online and looked at the descriptions and it mentioned that you had to have a certain size in order to even be considered a PUD. She then asked to see clarification as to what PUD Ordinance states.

**MOTION: COUNCILMEMBER SHORR /COUNCILMEMBER MANIGLIA
MOVED TO EXTEND THE MEETING AT 11:05 P.M. MOTION
PASSED UNANIMOUSLY (5-0).**

Vice Mayor Marge Herzog mentioned the state college has a 300-foot conservation area and they are cutting paths all through the area and taking down trees and wanting to know who could go take a look at it.

Public Works Director Richard Gallant stated this was done by the forestry due to the brush fire. He mentioned they drove through the fence with their bulldozers and created fire trails because it was on fire a couple weeks ago.

Vice Mayor Marge Herzog asked if there was a representative attending the Western Communities Council and who was going to those meetings. She mentioned either her or the Mayor used to attend, at that time she was given the green light to go by Mayor Kane to be the representative. She asked how many have been to the leadership program mentioned by Councilmember Shorr and how it is a fabulous program stating she participated when they first initiated it when chambers were in this building, and it was just a little trailer before the building was built. She recommended all to attend.

Mayor Anita Kane mentioned it has come to her attention that we do not charge a surcharge or a fee for using a credit card adding we lose money, and it is now legal to do that and is recommending that we implement a policy where we charge and at least get back the courtesy fee and inquired does it need a vote or consensus.

Town Manager Ramaglia mentioned we could implement it on the new fee schedule.

Mayor Anita Kane stated looking forward to budgeting, asking staff to determine how much all of the meetings cost. Looking at making budget cuts, we might want to look at or know does the Finance Advisory and Audit Committee (FAAC) meeting needs seven members on it or does it just need Valerie (Town Clerk), Town Manager, Jeff (Project Coordinator) or Chris (Town's Financial Consultant) or does it really need five people. She mentioned she is looking at the budget and looking at people, time, and job workload. She wants to look at the budget to see where they can shave off some cost different meetings.

ADJOURNMENT

There being no further business before the Council, meeting adjourned at 11:15 PM.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Anita Kane, Seat 3

Town Clerk

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 QUASI-JUDICIAL WORKSHOP
MEETING MINUTES
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, August 6, 2024**

CALL TO ORDER:

Mayor Kane called the meeting to order at 5:03 P.M.

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE:

Mayor Kane led the Pledge of Allegiance followed by a moment of silence.

ROLL CALL:

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Laura Danowski, Councilmember Phillis Maniglia (ABSENT), Councilmember Robert Shorr, Town Manager Francine Ramaglia, Town Attorney Tanya Earley, Public Works Director Richard Gallant and Town Clerk Valerie Oakes were present.

QUASI-JUDICIAL CONCEPTUAL DISCUSSION

1. Conceptual Discussion for a Rural Recreational Resort, Presented by Bove Company and JMorton Planning.

A RURAL RECREATIONAL RESORT ON A PARCEL OF LAND LOCATED AT THE SOUTHEAST CORNER OF THE COLLECTING CANAL AND "C" ROAD LOXAHATCHEE GROVES, FLORIDA CONSISTING OF FORTY-SEVEN ACRES MORE OR LESS.

Bove Company and JMorton Planning (The Developers) development team opened the presentation with gratitude, emphasizing their desire for an informal, collaborative dialogue with the council and community. They shared that after gathering feedback from town representatives and residents, their proposal had undergone significant revisions to better align with community expectations. A 3D video rendering was presented, showcasing the site's intended rural aesthetic, tree canopies, and green space preservation. Key features included a single-access paved entrance on C Road, a natural-themed welcome area, and an "Eco Greenway Trail" circling the property with benches, reforestation, and multi-use paths for biking, hiking, and horseback riding. They proposed dedicating approximately eight acres of preserved land to the town.

Visual buffers and privacy measures were detailed, including a berm and dense hedge planting to obscure Recreational Vehicle (RV) visibility. Lighting would be low-level and discreet, and architecture would reflect a rural design consistent with the town's character. The presenters clarified that this project targeted high-end, Class A motorcoach clientele, not permanent residents. They cited case studies (like Margaritaville RV Resort in Auburndale) to assert that well-executed RV parks do not diminish nearby property values—in fact, some increased in value. To ensure quality and safety, they outlined plans to deny permanent residency (no mailboxes or addresses), enforce a six-month stay limit, and conduct background checks on guests staying over 30 days.

They addressed concerns about crime, noting a low number of police and code enforcement calls at similar local facilities. Traffic impact would be minimal due to direct access from Southern Boulevard, and the developers expressed willingness to contribute land or funding for a traffic light or the extension of Tangerine Blvd. The anticipated number of daily RV arrivals/departures was low—approximately 12 each way. They also proposed community value-adds: dedicating an 8-acre Eco Trail to the town in perpetuity, constructing a two-acre town-exclusive retention pond, and possibly creating a farmers' market and educational community garden on-site. They reinforced that their project density was significantly lower than industry standards (six sites per acre versus the usual 12), and that the financial return to the town could reach up to \$180,000 annually through ad valorem and hospitality taxes. The zoning change request would be site-specific, strictly for an RV resort, not to allow future commercial development.

Following the presentation, they asked to engage the finance and planning committees prior to formal application submission (targeted for August 26), to ensure alignment. Town officials clarified that while staff conversations were allowed, no special permissions would be granted outside the normal application process, and all meetings must be paid for by the applicant.

Mayor Kane raised the critical issue of a long-term "Plan B" if the RV park failed years down the road.

Bove Company and JMorton Planning responded that they would not close on the land unless the plan was approved, but if the RV industry declined, they would bear the risk.

Mayor Kane urged them to develop a contingency plan and consider how covenant restrictions could prevent future undesirable use and thanked them for their comments.

COMMENTS FROM THE PUBLIC

Public comment received via email from Lena Hendrickson.

Cynthia Screnci stated she recently purchased property on Collecting Canal and voiced strong opposition to the proposed RV park. She began by expressing skepticism that the developer had actually spoken with local residents and accused them of ignoring community input. She criticized the developer's presentation, calling it speculative and without substance. She mentioned that the developers would make a good car salesman as the presentation is lacking in substance. She emphasized that the presenter claimed the RV park would add value to nearby properties and stated this isn't "Margaritaville" and mentioned she paid over a million dollars for their property and plan to invest more than another million into it. With this she was looking for an explanation as to how placing an RV park with 280 spaces next to their property is supposed to increase its value. She highlighted concerns about traffic and safety, especially heavy Class A vehicles weighing over 30,000 pounds. She explained that Collecting Canal is already a dangerous situation and adding large vehicles, especially towing other vehicles, would be a hazard. She mentioned that vehicles will not be approaching from Okeechobee, as the horse show is in the opposite direction. Instead, they argue that traffic will come down Southern Boulevard and then attempt to access the RV park via B Road or C Road—meaning heavy traffic will end up on Collecting Canal. She questioned the project altogether and referenced an existing Kampgrounds of America (KOA) campground and why 280 additional RV spaces are needed if existing facilities aren't even full during peak season. She raised concerns about law enforcement demands stating the current facility had 21 police calls in one month, and asked what the number would look like for 280 RVs. She spoke about the lack of sufficient planning around the lack of on-site management and potential crime based off a past statement made by the developer. She mentioned Echo trails, a farmers' market, and a parking area at the end of C Road—that wouldn't be just an RV park, that is a complete enterprise. She stated everything they presented was a farce. She ended by stating, "I can tell you for one that I'll take it to court, and I know several other people that will." Mayor Kane thanked her for the comments.

Bianca Berkold began by acknowledging that she had spoken at a previous meeting and assumed that most people present already knew who she was. She reiterated her strong opposition to the proposed RV park, describing it as a terrible idea. She stated that, along with a few others, she made an effort to determine how the broader Loxahatchee community felt about the project. Explaining that most residents work full-time and lack the time to attend meetings, she took it upon herself to gather feedback. She personally collected approximately 90 signatures from residents who opposed the development, claiming that every person she spoke with—except one—expressed disapproval. She emphasized that the community does not want the RV park and repeated this sentiment for clarity. She further explained her concerns specifically regarding property values. She dismissed the notion that an RV park would increase property values, calling it "ridiculous" and questioned who would want to live next to such a facility, especially with horses nearby. She also referred to concerns about traffic, describing the anticipated increase as "ludicrous." By affirming that the town's residents had made their position clear through the signatures she had gathered, she physically presented the petition during the meeting and confirmed that a copy could be made. Mayor Kane thanked her for the comments.

Mayor Kane asked for a motion to receive and file.

**MOTION: COUNCILMEMBER DANOWSKI /VICE MAYOR HERZOG
 MOVED TO RECEIVE AND FILE THE PETITION. MOTION
 PASSED UNANIMOUSLY (4-0).**

Alysa Daly explained that she recently purchased her property just a year ago with the intention to build it and expressed that the proposed RV park development came as a complete shock and states it would have likely changed her decision to buy in that location. She mentioned the presentation presented is very aspirational and shows no proof as to what is going to happen. She questioned who will be staying at the RV park, suggesting it will primarily be groomsmen during the season and saying if there are at least two people per camper, that's 570 people, and if there are four per camper, that's 1,140 additional people being added to a very small area of the community. She says the proposed six campers coming and going daily, totaling 12 vehicle movements, is unrealistic, especially during the beginning and end of the season, which she predicts will be chaotic. Her concerns are about noise pollution, saying she does not want to hear parties and barbecues lasting until 1 a.m., especially since her property is so close to the proposed site. She also objects to light pollution, noting that installing lights 15 feet in the air is excessive and contrary to the rural, peaceful atmosphere that she and others moved there for. She challenged the claim that there is a community need for this development. She questions why people traveling with their campers would want to come to Loxahatchee Groves, stating, "no offense, it's a cute town," but suggesting people would prefer more popular destinations like West Palm Beach or Orlando, or to stay at Lion Country Safari. She concluded that she sees no real need or substantial benefit for development. While she compliments the farmers market idea, calling it "cute," she says she would prefer it not be located right across the street from her home, pointing out it would add even more traffic beyond that caused by the RV park. She also questions the usefulness of the proposed eight-mile eco trail, stating that she does not know anyone who would want to ride horses on concrete. The entire idea seems irrational and unnecessary based on what she's heard and observed. She references 150 signatures collected in opposition to the project, emphasizing that the community does not want it and expressing her belief that it will not add property value. She closed with a concern about crime, linking it to what she refers to as "wide open borders" and stating she is especially troubled that there will be no security or patrol on the property. She ended her comment by saying this is a huge concern, particularly because she lives so close to the proposed site. Mayor Kane thanked her for the comments.

Paul Coleman began by thanking the Mayor for texting and reaching out to him to arrange a meeting, which he was unable to attend because he was on vacation. He then expressed his concern about the presenter's claim that real estate values near Margaritaville had increased in three years and were not affected by the RV park in that area. Paul found that assertion to be questionable and compared it to a misleading radio ad that claims to be "#1 in Palm Beach County" but is only "#1 among men aged 65 to 85." Drawing from his own 10 years of experience in construction and building, Mr. Coleman stated that land values have generally increased over the last decade, except in cases where the area was "really trashy." He challenged the suggestion that the RV park did not negatively impact property values, noting that a \$100,000 increase over three years could have happened regardless of the RV park. He commented on the traffic concerns raised by others, agreeing that these were valid. He then discussed the cost comparison of renting RV lots versus houses, saying that although some people charge three times the rent for an RV lot near a barn, it's still less expensive than renting a house in Wellington during the season. He mentioned he knows people who move in with family and rent out their homes to cover a year's mortgage in just six months. Mr. Coleman stated his agreement with the previous female speakers, especially regarding the concern that most RV park residents would be grooms during equestrian season. He clarified he had nothing against grooms and joked that he couldn't afford one himself but would love to have one. He emphasized that the community faces the same process every time a developer or an entity wants to expand, and it always leads to these types of public concerns. He mocked the recurring strategy of developers adding features like trails as a bargaining chip, sarcastically stating, "Oh we're going to put a trail in, so we'll get approved." He said that putting in a trail does not guarantee approval, and that someone had mentioned this earlier — Councilmember Robert, whom he rarely agrees with — but in this case, he did. Mr. Coleman stressed that this was real estate speculation and that nothing obligates the town to approve the development just because money has been spent. He lamented not having the rest of his list of points with him but reiterated that many people spoke out at the last meeting and said clearly, they do not want this in their town. He said no offense to the gentlemen presenting the development or their company, but repeated, "we do not want this in our town." He referred to past projects like Publix and Solar Sport, saying not enough people opposed those at the time, and now the community is stuck with unintended consequences, like a retention pond that wasn't part of the original plan. He concluded by thanking the council and public works and stated that people are standing up now to voice their disapproval. He ended his remarks with, "I hope, sir—no offense—you get the message. Thank you and have a nice night." Mayor Kane thanked him for the comments.

Virginia Standish stated that her comments were not only specific to the proposed RV park project but also applied to development in general. She pointed out that she had not heard any mention of a wildlife report being completed for this project, though she acknowledged that it was still in a preliminary phase. She said that even for other large projects in the area, there had been no clear update on the status of such wildlife reports as part of the permit application process. She requested that the Town Council get an update from staff and the building official to determine whether a wildlife study was conducted. Virginia mentioned that this particular property contains gopher tortoises and referenced the proposed eco trail, sarcastically suggesting that if the town wants a trail, it should also “keep the gopher tortoises.” She explained that relocating them costs around \$6,000 each and that the animals typically try to return to their original habitat. She emphasized the need to ensure that wildlife status reports are part of every development plan. She then criticized the use of trails as a “carrot” being dangled to make developments more palatable to the public and officials, making a comparison to the Solar Sport project, implying that similar tactics had been used there. Ms. Standish commented that developers in Florida are good at what they do, which is buying land to bank it for future resale or different development, such as condos or apartments, if the current plan (e.g., an RV park) is not successful in 10 years. She discussed the sod farm of which is used as a loophole by having one bull on-site on January 1st to receive an agricultural exemption and later came back to the town admitting they “didn’t have to cut down all those trees,” but failed to manage the project properly. She stressed the need for strong management of every project brought before the Council. Regarding this specific project, she called attention to the C Road Bridge, which she said is currently being used by motorcycle traffic, even though it is supposed to be a horse trail. She recommended that a sign be posted stating “no motor traffic” and emphasized that horse trails should be prioritized before any more commercial development is approved in the town. She concluded by urging the Council to do something about the motorized traffic on the horse bridge and thanked them. Mayor Kane thanked her for the comments.

Jane Harding began her public comment by stating that she would read from her prepared remarks. She described the presentation given earlier as resembling a “Stepford Wives version of the country”, emphasizing that it did not reflect the true rural or country nature of the community. She pointed out that Margaritaville’s property values are in the \$100,000 to \$200,000 range, while their local values are over a million dollars, and asserted that the proposed RV park would not increase property values in her area. Ms. Harding expressed concern about traffic, explaining that it’s not only RVs entering and leaving the site, but also the personal vehicles of those staying in the RVs, estimating up to 285 vehicle trips daily. She referenced the existing farmers market, noting that people already complain about the traffic associated with it. She criticized the proposal for another farmers market as part of an agricultural tourism plan, saying that while it “sounds appealing”, the town already has that and doesn’t need more. She then addressed concerns about the maintenance costs for the proposed trail, stating that she had heard it would be an added expense, though she admitted she could be wrong. She acknowledged that while the RV market is a significant one, it’s not the only market, and she questioned the financial benefit to the town. She argued that the tax revenue from RV park guests would not be sufficient compared to that of a resident who owns five acres, and she guaranteed that it wouldn’t come close. Ms. Harding concluded her remarks by stating plainly that the RV park “is just not a good idea.” She clarified that her objection had “nothing to do with being equestrian,” but rather with her desire to preserve the town's rural character. She declared, “I want my trails. I want my place. I want this country. This ruralness. I don’t want”.

Ken Johnson began his remarks by describing the proposed RV development as “pie in the sky.” He repeated the phrase for emphasis and then addressed what he considered a central issue: traffic. He stated emphatically, “How do you spell traffic? Traffic and more traffic—that’s what they’re going to do to us. That’s what they want to do to us.” Johnson highlighted that Southern Boulevard and B Road are already congested, and stated there are problems now, even before any new development is added. He noted that with 250-plus RV parks already in place, the people staying in the new RV park would need to exit and travel west to places like Publix or Wawa or be forced to make U-turns to head east. He stressed again, “We’ve got problems now.” Ken then shifted to light pollution, stating that the development would create a “dome of light” over the area where he lives and questioned, “for what reason?” He said firmly, “We don’t need a dome of light.” Next, he addressed noise pollution, sarcastically asking if the park residents would “walk around and whisper” and answering his own question with “I don’t think so.” He warned that the result would be loud noise, “so loud on Collecting Canal Road and maybe even further in, depending on what they do.” Mr. Johnson then raised another concern he felt had not been addressed: food and dining for RV park residents. He asked rhetorically, “Where are these people going to eat?” He joked sarcastically, “They going to eat horse snakes? I don’t think so. Horses are too expensive.” He concluded that the RV residents would have to leave the park to get food and snacks, reiterating that the developer isn’t going to sell snacks. He ended his remarks abruptly and bluntly by stating, “So all in all, I wish you’d go bankrupt.” Mayor Kane thanked him for the comments.

Laura Cacioppo began by stating that she would likely be reiterating many of the points already shared but wanted to express her own feelings on the matter. She expressed that the proposed RV park project does not fit the aesthetic of the town and that, in her opinion, “this looks like, hey, we’ve seen a lot of RV ads, and they’re geared toward equestrians.” She acknowledged that RVs have various uses but emphasized that there is clearly a large equestrian use for RVs in the town. She raised a concern that the development seemed like taking money away from the people who already live in the town and giving it to someone else. While she acknowledged it’s “somebody else’s business,” she reminded the council that the town has zoning rules and regulations, and this proposed development is not part of the existing zoning. She stressed that there was a reason that land was not zoned for such a project, saying “that’s not really what we wanted to see there.” Ms. Cacioppo criticized what she described as “carrots being hung” in front of decision-makers to win approval, referencing incentives or trade-offs being offered to gain support. She opposed the notion of granting new approvals when there are existing RV spots that could be filled instead. She noted that using current property owners who already have RV accommodation would be more appropriate, even acknowledging that while it might cause saturation, it’s still preferable to building a new park. She suggested that the developers are targeting Loxahatchee Groves because Wellington would not approve of a similar development. She proposed that the project could be relocated to a different nearby town, as there is other land available, stating, “we’ve made mistakes in the past—let’s not repeat them.” Ms. Cacioppo reiterated that issues like traffic, crime, light pollution, and noise pollution continue to be problems raised by residents. She shared her belief that the town should instead create more grooms’ quarters rather than building an RV park, noting, “so we don’t have to have an RV park in the middle of our town which we don’t want.” She added humorously that she might be the “40,000th person” to say this, even if the town doesn’t have that many residents. She concluded by saying that she appreciated the presentation and had done her reading on the proposal, but that it might be better placed “somewhere else—not here.” Mayor Kane thanked her for the comments.

The Developers began by offering to meet with anyone in the community who felt they had not been contacted or heard from. He stated that their team is open to having additional conversations with community members and wants to pursue a “win-win” solution. He then addressed concerns about the management of the proposed RV park, assuring that there would be on-site management and approximately fifteen employees based on the property. These employees would be responsible for maintaining security, managing the well-being of residents, and ensuring the property is secure and well-maintained. He further stated that there would be rules and guidelines in place to regulate noise and social activities, emphasizing that they have internal residents to care for as well. Addressing comments made about property values, he clarified that they had not found any instances where property values decreased as a result of similar projects, and he apologized if he had previously given the impression that property values would increase.

He clarified they were only trying to demonstrate there was no found negative impact on property values. Regarding the trail component of the development, the speaker clarified that the trail would not be made of concrete. Instead, it would be a gravel trail or surfaced in a way suitable for equestrian use or other necessary functions. He reiterated that the trail was intended to be multi-use, supporting walking, biking (especially off-road bicycles), and equestrian use. He emphasized agreement with residents in not wanting any motorized vehicles on the trail. He also stated that the trail would be open to the broader community for use and that the developer would also utilize it, seeing it as a mutual benefit. Concerning wildlife preservation, the speaker explained that a wildlife scientist had been hired to conduct an independent study. The findings from this report would be included in their submission to the planning department. He stated that, according to the study, no gopher tortoises had been found on the property. However, if any are found in the future, the appropriate and required relocation actions will be taken. He then addressed traffic concerns, stating that the previously mentioned estimate of 12 turning movements per day referred to the number of motorhomes or travel trailers entering and exiting the park—not the total number of vehicle trips. He clarified that individual guests in those RVs would still have their own cars and would be making their own trips. He closed by thanking the council for their time.

Mayor Kane thanked him for the comments.

ADJOURNMENT:

Mayor Kane adjourned the Quasi-Judicial Workshop meeting at 6:10 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Anita Kane, Seat 3

Town Clerk

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 COMMUNITY OPEN DISCUSSION WORKSHOP
MEETING MINUTES
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, August 6, 2024**

CALL TO ORDER:

Mayor Kane called the meeting to order at 6:15 P.M.

ROLL CALL:

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Laura Danowski, Councilmember Phillis Maniglia (ABSENT), Councilmember Robert Shorr, Public Works Director Richard Gallant, Town Manager Francine Ramaglia, Town Attorney Tanya Earley, and Town Clerk Valerie Oakes were present.

OPEN DISCUSSION:

Virginia Standish addressed the Council regarding concerns about building height regulations. She referenced a recent Planning and Zoning (P&Z) meeting, where it was stated that there is a 35-foot or three-story height limit for all commercial buildings. She expressed concern that this represented a significant change in the town development policy and formally requested that the Town Council and staff provide a documented paper trail showing the initial public notice of this change. Ms. Standish emphasized that she is not looking for evidence of a first reading for an unrelated item that might have been altered during a second reading. Instead, she asked for a clear and specific record that shows when and how the public was first notified of an official change or approval regarding the increase in allowable building height. She stated that this information is important to both the public and local landowners.

Cassie Suchy began by stating she wanted to elaborate on the remarks made earlier by Virginia Standish regarding the height of buildings in the town. She noted that she had already emailed council members with her findings. She explained that the issue dates back to a Planning and Zoning (P&Z) meeting on February 4, 2021, where the topic of a self-storage facility was discussed. At the time, the height restriction was 35 feet National Geodetic Vertical Datum of 1929 (NVGD) - (a surveyor's term), and she admitted she wasn't a builder and was unfamiliar with how height was technically measured. According to her understanding, NVGD starts calculating height at 10 feet above grade, meaning a two-story building might be measured as taller. Ms. Suchy explained that the storage facility developers were seeking an exemption due to this height calculation. The matter then moved to the April 6, 2021, meeting where Ordinance 2021-02 was reviewed. At that time, Councilmember Robert Shorr was Mayor, and he and the Council were very specific in stating that the exemption was to be *site-specific* for that project only. The planner confirmed this during the meeting. Though there was confusion over the height definition, the Council moved forward, suggesting they fix the language during the meeting rather than sending it back to the ULC. Ms. Suchy emphasized that, without staff support clearly explaining the implications, the Council ended up passing a town-wide height increase to 35 feet. She argued that it was likely not the Council's original intent, based on her review of the April and May 2021 meeting discussions. She requested that the Council revisit this topic in future meetings by confirming when the first and second readings were held for this policy. If such readings do not exist, she urged them to revise the definitions to correct the height standard. She continued discussing the Business Tax Receipts (BTRs). She said she had submitted a list of 2024 code cases and was surprised at how many residents involved in Bonafide agricultural and equestrian industries were being taxed. She pointed out that nurseries are exempt from BTRs and questioned why horse farms with valid agricultural designations should be required to pay for them. She concluded by stating that the town is unique and does not need to follow other municipalities.

Paul Coleman stated he is acknowledged that he's often accused of being negative when he speaks, but he wanted to start on a positive note. He expressed appreciation to the Public Works team, whom he still refers to as the Water Control District, for their efforts in maintaining drainage. He stated that despite the recent rain, water was flowing properly and he no longer felt like he was stepping in mud puddles across his property, and he sincerely thanked them for that improvement. He then turned his attention to the proposed development, clarifying that he didn't mean to pile on criticism but hoped the Council was listening to the community. He reiterated that there were several parts of the project—such as traffic and security concerns—that simply didn't make sense or align with the character of the area. While he acknowledged that there were residents who might financially benefit from the development, he emphasized that the project wasn't a good fit for the

town, regardless of how it was zoned. He stressed that it remained a commercial enterprise, which, in his view, should be located south of Tangerine. Mr. Coleman referenced other recent development projects like the Brier property and Solar Sport, suggesting that those too had pushed commercial uses into inappropriate areas. He described the proposed RV park as having too much concrete and pavement, lacking in natural canopy. In contrast, he pointed to Fort Wilderness as a campground example he liked—it had trees, shade, and a more natural feel. He concluded by referencing Cassie Suchy’s earlier comments, stating that he was at the same meeting she mentioned and agreed completely with her recollection. The height variance approved at that time was meant to be site-specific, not a town-wide increase. He recalled that several attendees had voiced concerns at that meeting about the possibility of the change becoming a blanket policy, and those concerns now seemed validated. He closed by again thanking the Council for their time and thanking Public Works for keeping the water flowing.

Jane Harding shared her concerns about transparency and process. She stated that one of the main reasons she moved to the area was to get away from political agendas. She explained that she regularly attends the meetings, where residents engage in back-and-forth dialogue and seem to reach some form of consensus. However, she expressed deep concern upon discovering a 453-page draft document that did not reflect the discussions and agreements made during those meetings. Ms. Harding questioned how such discrepancies could occur, highlighting the disconnect between the public input she hears during meetings and what ends up written in formal drafts. She described this experience as disheartening and said it made her feel like she has no real voice or influence. Still, she emphasized her commitment to continuing to show up and speak out, even though it often feels futile. She admitted that it sometimes makes her want to give up, but her sense of duty keeps her returning. She concluded by asking pointed questions: How do such inconsistencies arise? Are there secret meetings? Are political agendas being pursued behind residents’ backs? She wondered whether someone with authority was altering things in writing after public feedback had been given, which forces residents to return repeatedly to re-fight the same issues. Ms. Harding ended her comment by reiterating her frustration and saying, “That’s all I have to say.”

Lisa El-Ramey stated she is in receipt of three separate requests for a Business Tax Receipt (BTR) from the town for her commercial equestrian use. She emphasized the importance of consistency in how the town treats agricultural uses. She argued that as an agricultural-based entity, the town should not divide agriculture into subcategories that result in differing tax obligations. Lisa asserted it should be either all agriculture is exempt or all agriculture must pay. She raised concerns about the time and resources being spent by staff on these issues and encouraged the Council to revisit its code enforcement priorities. Specifically, she suggested a stronger focus on commercial, industrial, institutional, lawn maintenance, and retail nursery operations, which she claimed are increasingly prevalent throughout the town. She also requested that the Council reexamine the town's approach to FEMA regulations. She explained that FEMA offers clearer and less stringent agricultural allowances than what the town currently enforces. Similarly, she noted that South Florida Water Management provides agricultural exemptions from some floodplain requirements that the town has nonetheless imposed. She urged the Council to review and reconsider these discrepancies. Concluding her comments by asking the Council to communicate with Florida Power & Light (FPL). She stated that since FPL appears to have abandoned underground electrical service, she requested that they at least trim the trees. She noted she had experienced two power outages already—before any storm had even arrived—underscoring the urgency of the issue.

Laura Cacioppo acknowledged that Paul had reminded her of one of her points, which was related to the proposed RV park. She expressed concern that the developers behind the RV park project did not even own the land yet. Ms. Cacioppo questioned how much money they had already invested, noting that hiring a wildlife specialist to inspect for gopher tortoises and other preparations was a costly undertaking. She implied that these expenditures ultimately come from the pockets of local residents and are used to benefit a developer. Although she clarified she had no agenda and did not know who owned the property, she emphasized her concern that this effort appeared to take resources away from the town unnecessarily. She referenced something that was said regarding Business Tax Receipts (BTRs). She emphasized that she did not mean to accuse any current or past council member, but she felt that residents are sometimes unintentionally offended by actions taken by the town. She stressed the importance of acknowledging when such mistakes are brought to light and urged that the town should aim to focus on unity, enjoyment, and a shared quality of life. She added that if there are rules and regulations in place, they should be followed. Conversely, if exemptions exist, those should be honored as well by saying that when mistakes are identified, the town should make efforts to correct them.

Ken Johnson referred to information he had submitted to the front desk concerning Business Tax Receipts (BTRs). He stated that he wanted to explain why he brought it up. According to Mr. Johnson, the organization he represents, has been registered with the State of Florida and noted that this registration is one of the conditions under which BTRs are issued or charged. However, he clarified that his organization has been registered as a nonprofit entity for approximately 10 to 12 years. Based on this status, he expressed his belief that the organization should not be grouped with others that are currently subject to BTR charges. Mr. Johnson concluded by stating that he believed the nonprofit should be exempt from those fees and closed his comment by thanking the Council.

ADJOURNMENT:

Mayor Kane adjourned the community meeting at 6:32 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Anita Kane, Seat 3

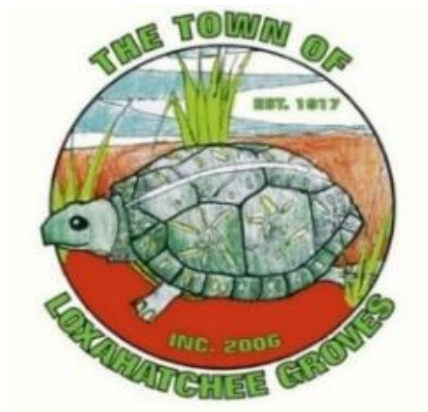
Town Clerk

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 MINUTES
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, August 6, 2024**

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor Kane called the meeting to order at 6:18 P.M.

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE:

Mayor Kane led the Pledge of Allegiance followed by a moment of silence.

ROLL CALL

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Laura Danowski, Councilmember Phillis Maniglia (ABSENT), Councilmember Robert Shorr, Town Manager Francine Ramaglia, Town Attorney Tanya Earley, Public Works Director Richard Gallant, Public Works Superintendent Craig Lower, Project Coordinator Jeff Kurtz, Town's Planning Consultant Kaitlyn Forbes (of Complete Cities), Town's Financial Consultant Chris Wallace (of Munilytics) and Town Clerk Valerie Oakes were present.

ADDITIONS, DELETIONS AND MODIFICATIONS

Mayor Kane called for any additions, deletions, modifications or approval of the agenda.

Town Manager Ramaglia stated due to the absence of Town Attorney Torcivia, he has asked that we move agenda items no. 17, 19, & 21.

MOTION: COUNCILMEMBER SHORR MOVED TO APPROVE THE AGENDA AND REMOVE ITEM NO 17, 19, & 21. MOTION PASSED BY CONSENSUS (4-0).

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

No public comments received.

PRESENTATIONS

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

Ronald L. Book presented the Overview of the Legislative Session.

Sam Peltier (Associate Director of Governmental Affairs for the Pittman Law Group) spoke of representing the City in Tallahassee and thanked them for the opportunity.

Public comment by Cassie Suchy. Town Council discussion ensued.

CONSENT AGENDA

Councilmember Shorr requested to pull items no. 4 & 9 off the Consent Agenda.

MOTION: COUNCILMEMBER DANOWSKI/VICE MAYOR HERZOG MOVED TO APPROVE CONSENT AGENDA WITH THE REMOVAL OF ITEMS NO. 4 & 9. MOTION PASSED UNANIMOUSLY (4-0).

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

Item pulled off consent for further discussion.

**MOTION: VICE MAYOR HERZOG/COUNCILMEMBER DANOWSKI
MOVED TO APPROVE RESOLUTION NO. 2024-53. MOTION
PASSED (3-1 with COUNCILMEMBER SHORR DISSENTING).**

5. Approval of **Resolution No. 2024-54**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO A THIRD AMENDMENT TO GRANT AGREEMENT WITH LOXAHATCHEE GROVES CERT TEAM, INC. TO PROVIDE AN EXTENSION TO THE TERM, A GRANT AWARD, AND USE OF THE TOWN LOGO AND FOR CHANGES IN LAW; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.
6. Approval on **Resolution No. 2024-55**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING THE ISSUANCE OF A CHANGE ORDER FOR INSTALLATION OF A BRIDGE CULVERT AT 12th PLACE NORTH AND F ROAD; APPROVING AN AGREEMENT WITH KRISTIAN AND KIMBERLY STRONG REGARDING CULVERT REPLACEMENT RELATED TO THE CHANGE ORDER; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.
7. Approval of **Resolution No. 2024-56**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN AGREEMENT WITH AL'S AUTO REPAIR OF LOXAHATCHEE, INC TO PROVIDE VEHICLE AND EQUIPMENT PARTS AND SERVICES TO THE TOWN AND PROVIDING AN EFFECTIVE DATE.
8. Approval of **Resolution No. 2024-57**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN AGREEMENT WITH RONALD L. BOOK, P.A., AND THE PITTMAN LAW GROUP FOR LOBBYING SERVICES; AND PROVIDING AN EFFECTIVE DATE.
9. Approval of **Resolution No. 2024-58**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING SURCHARGE AND COLLECTION OF CREDIT CARD, CHARGE CARD, DEBIT CARD, AND ELECTRONIC FUNDS TRANSFER SERVICE FEE CHARGES; AND PROVIDING FOR AN EFFECTIVE DATE.

By consensus, the Town Council agreed to table Resolution No. 2024-58 to a later time.

MOTION: COUNCILMEMBER SHORR/COUNCILMEMBER DANOWSKI

MOVED TO TABLE RESOLUTION NO. 2024-58. MOTION PASSED UNANIMOUSLY (4-0).

10. Approval of **Resolution No. 2024-51**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING THE ADOPTED SCHEDULE OF RATES, FEES, AND CHARGES FOR PLANNING AND ZONING, PERMITTING, CODE ENFORCEMENT, AND OTHER SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
11. Approval of **Resolution No. 2024-59**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RATIFYING THE ENTRY BY THE TOWN INTO AN INTERLOCAL AGREEMENT WITH INDIAN TRAIL IMPROVEMENT DISTRICT FOR EMERGENCY AID AND ASSISTANCE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.
12. Authorize the Mayor to Sign the Letter to Florida Department of Transportation (FDOT) Regarding Traffic Lights at the Intersection of Southern Blvd. and B Road
13. Authorize Mayor to Sign the Letter to Palm Beach County Engineering & Public Works Regarding the Traffic Lights at the Intersection of Southern Blvd. and B Road
14. Authorize the Mayor to Sign a Letter to Florida Power & Light (FPL) to Address/Repair the Damaged Culverts and Junction Boxes

REGULAR AGENDA

15. Approval of **Ordinance No. 2024-08** on First Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AMENDING CHAPTER 2 "ADMINISTRATION", ARTICLE III "OFFICERS AND EMPLOYEES", DIVISION 2 "CODE OF ETHICS", SECTION 2-87 "STANDARDS OF CONDUCT", PARAGRAPH (10) OF THE CODE OF ORDINANCES AND PART V "DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS", ARTICLE 120 "QUASI-JUDICIAL HEARINGS", SECTION 120-020 "EX-PARTE COMMUNICATIONS" OF THE UNIFIED LAND DEVELOPMENT CODE OF THE TOWN OF LOXAHATCHEE GROVES TO PROVIDE FOR PROCEDURES REGARDING HOLDING AND DISCLOSURE OF EX-PARTE COMMUNICATIONS AND REMOVING ANY PRESUMPTION OF PREJUDICE; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Town Clerk Oakes read the title of Ordinance No. 2024-08 into the record.

There were no public comments. Town Council discussion ensued.

MOTION: COUNCILMEMBER SHORR/VICE MAYOR HERZOG MOVED TO APPROVE ORDINANCE NO. 2024-08 ON FIRST READING. MOTION PASSED UNANIMOUSLY (4-0).

16. Consideration of Ordinance No. 2024-07 on First Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, REPEALING SEC. 20-050 “RECREATIONAL VEHICLES” OF ARTICLE 20 – “RESIDENTIAL ZONING DISTRICTS”; AND ESTABLISHING ARTICLE 92 “RECREATIONAL VEHICLES” WITHIN PART III “SUPPLEMENTAL REGULATIONS” WITHIN THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Town Clerk Oakes read the title of Ordinance No. 2024-07 into the record.

Public comments provided by Virginia Standish, Jane Holding (read letter for Lena), Marianne Miles, and Robert Austen. Town Council discussion ensued.

MOTION: COUNCILMEMBER SHORR/COUNCILMEMBER DANOWSKI MOVED TO APPROVE ORDINANCE NO. 2024-07 ON FIRST READING WITH THE FOLLOWING CHANGES TO SEC 92-10 B FOR \$500.00 FOR A 5 YEAR SITE APPROVAL, ANOTHER RV FEE FOR NON-RENTERS FOR \$100.00, AND A \$100.00 FEE PER RV FOR THOSE RENTING A RV FOR MAXIMUM OF 179 DAYS. MOTION PASSED UNANIMOUSLY (4-0).

17. Approval of Resolution No. 2024-60: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AMENDING PERSONNEL POLICIES IN THE HUMAN RESOURCES POLICY MANUAL; REPEALING PREVIOUSLY ADOPTED PERSONNEL POLICIES; PROVIDING AN EFFECTIVE DATE.

Agenda item no. 19 was pulled from the agenda by consensus.

DISCUSSION

18. Discussion on Moore's Groves

Project Coordinator Jeff Kurtz presented the discussion on Moore's Groves.

19. Discussion on Proposed Culvert Special Assessment Program Ordinance.

Agenda item no. 19 was pulled from the agenda by consensus.

20. Discussion on Code Enforcement Remedies:

Tanya Earley (Town Attorney) presented the following:

A. Foreclosures

By consensus, the Town Council directed the Attorney to move forward with the Code Enforcement Ordinances with guidelines, to be placed on a future agenda.

B. Civil Citations

By consensus, the Town Council directed the Attorney to move forward with the Civil Citations, to be placed on a future agenda.

C. Unoccupied Property Registry

D. Camera Program in conjunction with Palm Beach County

E. Administrative Warrants

F. Partnerships with other agencies

G. Compliance and Enforcement for Property Registration and Business Tax Receipts (BTR)

21. Discussion on Social Media Policy

Agenda item no. 19 was pulled from the agenda by consensus.

22. Discussion on Overview of Public Works FY 25 Maintenance Plan

Craig Lower, Public Works Superintendent presented the Maintenance Plan.

MOTION: VICE MAYOR HERZOG/COUNCILMEMBER SHORR MOVED TO EXTEND THE MEETING AT 10:28 P.M. MOTION PASSED UNANIMOUSLY (4-0).

There were no public comments. Town Council discussion ensued.

23. Updates, Items of Interest and Future Agenda Items

Town Manager Ramaglia provided an overview of the updates, items of interest and future agenda items.

TOWN STAFF COMMENTS

Town Manager acknowledged that recent agendas have been "very full" and that staff have been working hard to keep up with Council's requests. She noted that the team is close to delivering on the projected items for upcoming events and has been flexible in adjusting timelines, including moving a couple of agenda items that night and expressed hope that Council members would review the substantial agendas and determine if any items should be postponed to a future meeting or if anything not currently scheduled needs to be seen sooner. Ms. Ramaglia explained that more contracts would be coming forward and proposed that a good approach to manage time and

workload would be to continue placing a greater number of items on the consent agenda that night with 16 items. She emphasized that placing more items on consent allows Council members the opportunity to review and vet matters in advance, ask any needed questions, and efficiently approve items that do not require extended discussion, and it would streamline meetings and allow more time for critical matters while maintaining thorough oversight.

The Town Manager affirmed that the staff is happy to continue utilizing the consent agenda more extensively and explained a new procedural approach that includes holding discussion sessions on ordinance-related topics prior to a first reading, as had occurred that evening with a code discussion. They stated that this prevents the team from getting too far ahead in drafting without first obtaining Council's direction and confirmed that this format was intentional and would continue. She invited Council members to offer any comments or questions or to suggest additional agenda items and reminded the Council that committee meetings would resume next week, including ULC (Uniform Land Code) and Financial Advisory and Audit Committee Meeting (FAAC), and the upcoming first budget workshop.

Town Attorney had no report.

Public Works Director had no report.

Town Clerk read email sent by Councilmember Maniglia to be read into record.

I have the right as a Council member to be heard although time and location does not allow me to attend. I am hoping my fellow Council members will allow my comment to be read aloud at the end of the meeting. As a resident, I respect and completely agree with fellow residents' concerns regarding commercial ventures invading our small town. As a resident, I also appreciate the need for some business ventures being allowed within our town in order to augment our malnourished tax base and provide relief to residents from carrying that load on their own. As a resident, I agree that we must be diligent about what types of ventures we allow in this town as well as where we allow these businesses. As a resident, I feel like most other residents that the Southern Boulevard Corridor is the most logical and least impactful area to all residents for these businesses to be placed. As a resident, I absolutely believe that a recreational business with an abundance of green space is a welcome alternative to the choices we made in the past—ugly buildings, huge parking lots, unwelcome traffic, and unfulfilled landscapes—like were allowed on Southern Northbound.

As a Councilmember, I feel that a recreational business is a viable option, and the location is of minimal impact to the majority of the town as a whole and could have positive impact on our financial future. As a realtor, I can also share with you that I have not listed a property for anything other than agriculture or residential use, nor have to date been approached by any other agricultural venture—equine or otherwise—regarding development of a property directly off Southern Boulevard. But I have been approached by many speculators and developers wanting to know how many multi-family units they can put in Loxahatchee Groves. I tell them the codes are in municode.com and refer them to Town Hall. You all know my position to protect the town, or I wouldn't have received the number of votes I did. So, it won't take long for big box stores and/or strip mall developers to smell blood in the water with all the residential development to our west and north. As a Councilmember, I think we need to circle the wagons, reinforce our town borders, and fortify our land development maps and face big commercial encroachment as a unified force.

Stop the infighting. Stop the useless reactionary blame game over the past events and get our blank together for the entire town. We have to get ahead of the situation and stop playing whack-a-mole on a case-by-case scenario as we've been doing in the past to no avail.

TOWN COUNCILMEMBER COMMENTS

Councilmember Laura Danowski (Seat 2) stated it was a fabulous meeting tonight.

Councilmember Phillis Maniglia (Seat 1) was absent.

Councilmember Robert Shorr (Seat 4) began by expressing gratitude for being allowed to participate the previous month as he had scheduled time out of town, assuming there wouldn't be meetings in July, as there were none last year, and apologized for missing this one. He reiterated appreciation for the opportunity to be part of the discussion and characterized the meeting as a good one. He proceeded with his thoughts on the RV matter, stating that at first glance it did not appear to be exactly what was previously discussed. However, upon further review, much of it made sense. He expressed a hopeful attitude about moving forward with the project and emphasized that while perfection may not be achieved on the first or even second attempt, what matters most is progressing and doing their best.

Vice Mayor Margaret Herzog (Seat 5) began by referencing ongoing public discussion surrounding the Business Tax Receipt (BTR) exemption, noting that there had been significant chatter about it within the community. She then shifted topics briefly to ask how the "Back to School" event had gone.

Town Council discussion ensued.

Vice Mayor Herzog brought up concerns about the 35-foot height restriction, specifically referencing the Night Vision Goggle, D model (NVG D) and "10-foot at grade" measurement terminology. She asked for clarification and consensus from the Council on whether the original intention was indeed to limit buildings to a height of no more than 35 feet. She then emphasized the importance of confirming that intention to avoid future developments, such as a four- or five-story hotel, that might conflict with what was originally understood to be allowed.

Town Council discussion ensued.

Vice Mayor Herzog addressed the upcoming hotel project and inquired whether there was any possible way for the Council to rectify the situation in order to ensure that what moves forward truly reflects the town's original vision and intent.

Mayor Anita Kane (Seat 3) discussed the upcoming homelessness bill with a deadline of October 1st, referenced to a recent Mayor's symposium. She explained that after attending the symposium, she visited a conference room at the convention center that was filled with homelessness-related resources where she gathered one of everything available, filled a large bag with materials, and brought it back so that staff can review the materials and develop a resource that could be used proactively in town to address homelessness. Mayor Kane emphasized the importance of addressing homelessness from both ends—not only helping those already experiencing it but also

working to prevent it in the first place. She stated that without doing both, efforts would not be effective, and the problem would persist as a vicious cycle.

Mayor Kane expressed satisfaction that progress had been made on the RV ordinance and hoped other issues would soon be resolved specifically mentioning the HR manual, expressing disappointment that it had not yet been finalized. She explained that after being elected, she was given the manual and told that all other Council members had already had the opportunity to review and comment on it. She feels she was led to believe she was the last person to provide input, and that one Council member reportedly declined to review it altogether, while others had already submitted their comments. After submitting 10 to 15 revisions, she believed the document would then move forward. However, the process stalled, and the manual was still unfinished. Mayor Kane requested that the current version of the HR manual be distributed once more for Council review and asked that the invitation for feedback be extended again, and that all Council members take time to review the revised manual prior to the next meeting, when the Town Attorney, Mr. Torcivia, is expected to attend. She further stressed the importance of finalizing the document with all changes reviewed before that upcoming session.

Town Manager Ramaglia stated she regrets if another workshop was done for the manual but she will do whatever is directed by Council. She mentioned that staff spent four workshops, each lasting multiple hours during which they went through the manual page by page. The original document had been heavily edited by attorneys, making it difficult to read. The Council had asked for a clean version of the document, but the attorneys insisted that changes must be made first before they would provide a clean version. She recognized that Council had identified and tracked 60 specific changes requested by members. Town Manager Ramaglia explained the process included back-and-forth communication with labor attorneys and emphasized that they had ensured each requested word change was included and so discovered that some of the attorneys' recommendations conflicted with the Town Charter—for example, regarding budget limits and procedures for adopting budget-related items and employee matters. These inconsistencies were corrected. She gave an example related to language on Paid Time Off (PTO), clarifying that no changes were made to the PTO policy.

She then addressed two areas they did want to revisit which was first was jury duty. She emphasized that serving on a jury is a civic duty and noted that requiring employees to use PTO during jury duty may be unfair and expressed a desire to allow a limited number of paid jury duty days but clarified it would not apply to long trials. The second issue was bereavement leave. The manual allowed only two days, but the Town Manager Ramaglia wanted to increase that to five days to accommodate out-of-state travel or situations where an employee must handle funeral arrangements. She believed five days was a more reasonable and compassionate standard. She made mention of a change to the rehire policy regarding former employees and how this had been documented in the list of updates sent to Council. Another change addressed the manual's language concerning medical conditions, including pregnancy stating she was not comfortable with how the original language singled out pregnancy and wanted a broader, more appropriate phrasing. She said they had tried to explain that change in the summary provided, mentioning a change in the threshold for part-time employees, adjusting it from 25 to 29 hours in line with federal Affordable Care Act guidelines, which define the limit as 29 hours on average. Town Manager Ramaglia wasn't sure whether there were 11 or 15 total changes but described another key revision related to the definition of "family" but stated the manual originally had three inconsistent definitions, one

of which referenced the Family and Medical Leave Act (FMLA), which the town is not subject to, and Council agreed to use the term “immediate family” instead. She clarified that this term could flexibly include nontraditional family structures—for example, if a grandparent raised someone, they would qualify as immediate family.

She further explained that changes were made to allow the hiring of family members under certain conditions, such as when the family members would not be supervising one another. The town had previously lost two promising equipment operators because they were brothers. The updated policy would provide more flexibility while still avoiding nepotism and reiterated that most changes were made either to clarify confusing or outdated language or to reflect Council consensus. One such example was the inclusion of a definition for “substantive,” which they clarified meant “something more than minor.” She noted that if the Council wanted to remove that definition, they could, but its inclusion was intended to ensure clarity and stressed that all these updates had been transparently documented and were available for Council review.

Mayor Kane asked to alter her request. She clarified that her request was now for the document, as it currently stands, to be provided to Council with the changes that were made clearly notated. These notations should be understandable to the Council, regardless of who made the changes. She asked that the changes must be clearly marked and that the updated document should be distributed to Council immediately adding that the document should be ready in a form suitable for Council review. Mayor Kane stated that this would give Council members a number of weeks before the next meeting to review the document individually, to come in and meet if needed, and to ask questions. The goal was to have the document placed on the next agenda, ideally on the Consent Agenda.

ADJOURNMENT

There being no further business before the Council, Councilmember Shorr moved to adjourn the meeting at 11:30 PM, which was seconded by Councilmember Danowski and passed unanimously (4-0).

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor Anita Kane, Seat 3

Town Clerk

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 COMMUNITY OPEN DISCUSSION WORKSHOP
MEETING MINUTES
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, September 3, 2024**

CALL TO ORDER:

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

ROLL CALL:

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Laura Danowski, Councilmember Phillis Maniglia, Councilmember Robert Shorr, Town Manager Francine Ramaglia, Town Attorney Glen Torcivia, Public Works Director Richard Gallant, Public Works Superintendent Craig Lower, Project Coordinator Jeff Kurtz, Town's Planning Consultant Kaitlyn Forbes (of Complete Cities), Town's Financial Consultant Chris Wallace (of Munilytics) and Town Clerk Valerie Oakes were present.

OPEN DISCUSSION:

Rachelle Litt mentioned she was the former Mayor of the City of Palm Beach Gardens, a pharmacist for 45 years and the current candidate for State House District 94 which includes Loxahatchee Groves. She wanted to introduce herself and to thank Council for the work they do representing the City. Ms. Litt mentioned her understanding of home rule and her fight in Tallahassee for the residents through the electoral process so they can choose their representatives and the type of City they would like to live in. She expressed she is the current Vice Chair for the County's Water Task Force and that she serves on the Steering Committee for the Housing Coalition of Palm Beach County. She stated she is wanting to bring down the price of insurance and increase access to affordable healthcare. Mayor Kane thanked Ms. Litt for being there.

Katie Lakeman mentioned three dump trucks arrived on her street before 7:00 a.m. and she was hopeful they were bringing material, however they only dumped one load that did not fill the puddle. Ms. Lakeman asked Council if there was a list to be placed on being that the courtesy grade is no longer available. Richard Gallant, Public Works Director, stated the issue is being addressed and they are waiting on the shell rock that was ordered from the vendor.

Robert Austen mentioned the date for an agenda item concerning the RVs was incorrect. Mr. Austen stated the date on the first draft was November 1st to April 1st due to the removal of the year-round camping adding on 179 days. He stated he was hoping that was an error due to the year-round camping being removed due to campers surrounding the Groves at six-month intervals in the summertime. Mr. Austen mentioned the traffic on Southern Blvd west of Fox Trail to Arden. Mr. Austen stated that State Road 8 would be exactly like 595 in Broward within the next 10-20 years. He mentioned commercial businesses and tax revenue will be going to Wellington because commercials are not a waste of time. He mentioned if the commercial tax base on Southern is not enough to support this town, then they will be forced to place commercial on Okeechobee. He feels this would be the reason we lose employees. Mayor Kane thanked Mr. Austen for his comment.

Brian McNeil thanked the Fire Department and the Emergency Services Department for caring for him at 2:30 a.m. 6 weeks ago at his home due to a massive blood clot. He mentioned he was alone after driving back from Maine. Mr. McNeil stated the EMTs were unbelievable and that we are in great hands. He called asking why it took 11 minutes to get from Okeechobee to B Road. He was told the ambulance must stop at every pump and with the time he has gathered, it could take 22 minutes for someone else. He stated he sees we are using speed tables now, but asked is that a guarantee now for all future paving particularly on B-Road. He discussed other safety issues that he has mentioned twice, such as the massive water on B Road at the corner. He asked if there was a way to pursue the idea of traffic circulation at the intersection B Road and Okeechobee in the roundabout. Mayor Kane thanked Mr. McNeil for his comment.

ADJOURNMENT:

Mayor Kane adjourned the community meeting at 6:17 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Anita Kane, Seat 3

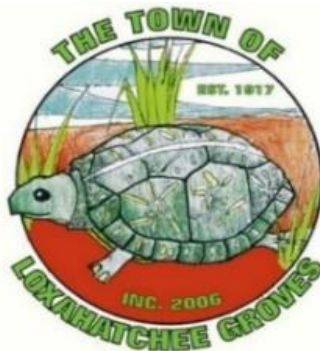
Town Clerk

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 &
FIRST BUDGET PUBLIC HEARING MINUTES
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, September 3, 2024**

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor Kane called the meeting to order at 6:17 p.m.

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE:

Mayor Kane led the Pledge of Allegiance followed by a moment of silence.

ROLL CALL

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Laura Danowski, Councilmember Phillis Maniglia, Councilmember Robert Shorr, Town Manager Francine Ramaglia, Town Attorney Glen Torcivia, Public Works Director Richard Gallant, Public Works Superintendent Craig Lower, Project Coordinator Jeff Kurtz, Town's Planning Consultant Kaitlyn Forbes (of Complete Cities), Town's Financial Consultant Chris Wallace (of Munilytics) and Town Clerk Valerie Oakes were present.

ADDITIONS, DELETIONS AND MODIFICATIONS

Mayor Kane called for any additions, deletions, modifications or approval of the agenda.

Councilmember Danowski requested to move agenda items no. 14 and 15 to the October 1, 2024, agenda.

MOTION: COUNCILMEMBER DANOWSKI/COUNCILMEMBER SHORR MOVED TO APPROVE THE AGENDA AS MODIFIED. MOTION PASSED UNANIMOUSLY (5-0).

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

No public comments received.

CONSENT AGENDA

Councilmember Shorr requested to pull item no. 1 & 4 off the consent agenda. Councilmember Danowski requested to pull item no. 2 & 5 off the Consent Agenda.

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

Agenda item no. 1 was pulled off the Consent Agenda for further discussion.

MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER DANOWSKI MOVED TO APPROVE RESOLUTION NO. 2024-58. MOTION PASSED UNANIMOUSLY (5-0).

2. Approval of **Resolution No. 2024-60**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AMENDING PERSONNEL POLICIES IN THE HUMAN RESOURCES POLICY MANUAL; REPEALING PREVIOUSLY ADOPTED PERSONNEL POLICIES; PROVIDING AN EFFECTIVE DATE.

Agenda item no. 2 was pulled off the Consent Agenda for further discussion.

MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER DANOWSKI MOVED TO APPROVE RESOLUTION NO. 2024-60 AS MODIFIED. MOTION PASSED (4-1 with VICE MAYOR HERZOG DISSENTING).

3. Approval of **Resolution No. 2024-61**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE IMPLEMENTATION OF A BUILDING DEPARTMENT PERMIT FEE REFUND POLICY; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER SHORR MOVED TO APPROVE RESOLUTION NO. 2024-61. MOTION PASSED UNANIMOUSLY (5-0).

4. Approval of **Resolution No. 2024-63**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A SOCIAL MEDIA POLICY FOR ELECTED OFFICIALS, COMMITTEE MEMBERS AND OTHER APPOINTED OFFICIALS; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda item no. 4 was pulled off the Consent Agenda for further discussion and moved to the September 18, 2024, meeting.

5. Approval of **Resolution No. 2024-69**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE TOWNWIDE PAY PLAN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda item no. 5 was pulled off the Consent Agenda for further discussion.

Public comment received from Cassie Suchy. Town Council discussion ensued.

**MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG
MOVED TO APPROVE RESOLUTION NO. 2024-69. MOTION
PASSED UNANIMOUSLY (5-0).**

PRESENTATIONS

6. Presentation on Revisions to Section 130-035 ULDC

Lisa Tropepe, Vice President of Engenuity Group, Inc. presented the revisions to Section 130-035 of the Unified Land Development Code.

Public comment received from Cassie Suchy, Virginia Standish, and Jane Holding. Town Council discussion ensued.

By consensus, the Town Council directed the engineer and attorney to revise the forms and move forward with code changes to be placed on October 1, 2024, agenda.

7. Presentation on RedSpeed's Turnkey Automated School Zone Safety Program by Greg Parks, Senior Vice President, RedSpeed Florida, LLC

Mr. Parks presented the RedSpeed program.

By consensus, the Town Council directed the attorney to move forward with the ordinance and the contract, which is to be placed on October 1, 2024, agenda.

FIRST BUDGET PUBLIC HEARING

8. Summary Presentation of the Proposed Tentative Millage Rate and Proposed FY 2024/2025 Budget

Jeff Kurtz, Project Coordinator, provided a presentation of the proposed tentative millage rate and proposed FY 2024/2025 Budget.

**RECESSED TOWN COUNCIL MEETING & CALLED TO ORDER DEPENDENT
WATER CONTROL DISTRICT AT 8:23 P.M.**

FIRST BUDGET PUBLIC HEARING

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

Town Clerk Oakes read the title of Resolution No. 2024-DD05 into the record.

Public comment provided by Ms. Jane Holding. Town Council discussion ensued.

**MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG
MOVED TO APPROVE RESOLUTION NO. 2024-DD05. MOTION
PASSED (4-1 with COUNCILMEMBER SHORR DISSENTING).**

RECONVENED TOWN COUNCIL MEETING AT 8:28 P.M.

FIRST BUDGET PUBLIC HEARING (Continued)

10. Approval of Resolution No. 2024-64: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE PROVISION OF RESIDENTIAL SOLID WASTE COLLECTION SERVICES IN THE TOWN OF LOXAHATCHEE GROVES, FLORIDA; APPROVING THE ASSESSMENT RATE FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES FOR FISCAL YEAR 2024-2025; IMPOSING A RESIDENTIAL SOLID WASTE COLLECTION ASSESSMENT AGAINST ASSESSED PROPERTY LOCATED WITHIN THE TOWN OF LOXAHATCHEE GROVES FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2024; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS PURSUANT TO THE UNIFORM METHOD OF COLLECTION;

PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

Town Clerk Oakes read the title of Resolution No. 2024-64 into the record.

There were no public comments. Town Council discussion ensued.

**MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG
MOVED TO APPROVE RESOLUTION NO. 2024-64. MOTION
PASSED (4-1 with COUNCILMEMBER SHORR DISSENTING).**

11. Approval of Resolution No. 2024-66: A RESOLUTION OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ESTABLISHING THE TENTATIVE MILLAGE FOR THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PURSUANT TO THE BUDGET SUMMARY FOR THE FISCAL YEAR 2024-2025, IN ACCORDANCE WITH CHAPTER 200, FLORIDA STATUTES, AS AMENDED; SETTING FORTH THE DATE, TIME AND PLACE FOR THE SECOND AND FINAL PUBLIC HEARING TO ADOPT THE TOWN'S MILLAGE RATE FOR THE FISCAL YEAR 2024-2025 AND DIRECTING PUBLICATION OF NOTICE THEREOF; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Oakes read the title of Resolution No. 2024-66 into the record.

There were no public comments. Town Council discussion ensued.

**MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG
MOVED TO APPROVE RESOLUTION NO. 2024-66. MOTION
PASSED UNANIMOUSLY (5-0).**

12. Approval of Resolution No. 2024-65: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; SETTING FORTH THE DATE, TIME, AND PLACE FOR THE SECOND PUBLIC HEARING FOR THE ADOPTION OF THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, ADOPTING THE FISCAL POLICIES; AND DIRECTING PUBLICATION OF NOTICE THEREOF; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Town Clerk Oakes read the title of Resolution No. 2024-65 into the record.

Public comment received from Cassie Suchy. Town Council discussion ensued.

**MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG
MOVED TO APPROVE RESOLUTION NO. 2024-65. MOTION
PASSED (4-1 with COUNCILMEMBER SHORR DISSENTING).**

13. Approval of Ordinance No. 2024-11 on First Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING THE ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN CONSISTENT WITH CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

Town Clerk Oakes read the title of Ordinance No. 2024-11 into the record.

There were no public comments. Town Council discussion ensued.

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO APPROVE ORDINANCE NO. 2024-11 ON FIRST READING. MOTION PASSED (4-1 with COUNCILMEMBER SHORR DISSENTING).

PUBLIC HEARING

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

Town Clerk Oakes read the title of Ordinance No. 2024-09 into the record.

There were no public comments. Town Council discussion ensued.

MOTION: COUNCILMEMBER DANOWSKI/COUNCILMEMBER SHORR MOVED TO PLACE ORDINANCE NO. 2024-09 ON FIRST READING ON THE OCTOBER 1, 2024, AGENDA. MOTION PASSED UNANIMOUSLY (5-0).

15. Approval of Ordinance No. 2024-10 on First Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING THE TEXT OF ADOPTED COMPREHENSIVE PLAN, FUTURE LAND USE ELEMENT, SPECIAL POLICY 1.15.2, TO REVISE THE PERMITTED USES, ESTABLISH INTENSITY MEASUREMENTS FOR THE PROPOSED HOTEL USE, AND PERMIT A NON-RESIDENTIAL USE NORTH OF EAST CITRUS DRIVE; PROVIDING FOR TRANSMITTAL, CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

Town Clerk Oakes read the title of Ordinance No. 2024-10 into the record.

There were no public comments. Town Council discussion ensued.

**MOTION: COUNCILMEMBER DANOWSKI/COUNCILMEMBER SHORR
MOVED TO PLACE ORDINANCE NO. 2024-10 ON FIRST
READING ON THE OCTOBER 1, 2024, AGENDA. MOTION
PASSED UNANIMOUSLY (5-0).**

16. Approval of **Ordinance No. 2024-07** on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, REPEALING SEC. 20-050 “RECREATIONAL VEHICLES” OF ARTICLE 20 – “RESIDENTIAL ZONING DISTRICTS”; AND ESTABLISHING ARTICLE 92 “RECREATIONAL VEHICLES” WITHIN PART III “SUPPLEMENTAL REGULATIONS” WITHIN THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Town Clerk Oakes read the title of Ordinance No. 2024-07 into the record.

Public comment received from Cassie Suchy and Virginia Standish. Town Council discussion ensued.

Town Council directed the Town's Planner and Attorney to revise the ordinance.

**MOTION: COUNCILMEMBER DANOWSKI/COUNCILMEMBER SHORR
MOVED TO PLACE ORDINANCE NO. 2024-07 ON SECOND
READING ON THE SEPTEMBER 18, 2024, AGENDA. MOTION
PASSED UNANIMOUSLY (5-0).**

17. Approval of **Ordinance No. 2024-08** on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE III “OFFICERS AND EMPLOYEES”, DIVISION 2 “CODE OF ETHICS”, SECTION 2-87 “STANDARDS OF CONDUCT”, PARAGRAPH (10) OF THE CODE OF ORDINANCES AND PART V “DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS”, ARTICLE 120 “QUASI-JUDICIAL HEARINGS”, SECTION 120-020 “EX-PARTE COMMUNICATIONS” OF THE UNIFIED LAND DEVELOPMENT CODE OF THE TOWN OF LOXAHATCHEE GROVES TO PROVIDE FOR PROCEDURES REGARDING HOLDING AND DISCLOSURE OF EX-PARTE COMMUNICATIONS AND REMOVING ANY PRESUMPTION OF PREJUDICE; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Town Clerk Oakes read the title of Ordinance No. 2024-08 into the record.

There were no public comments. Town Council discussion ensued.

MOTION: COUNCILMEMBER DANOWSKI/COUNCILMEMBER

MANGILIA MOVED TO PLACE ORDINANCE NO. 2024-08 ON SECOND READING ON THE SEPTEMBER 18, 2024, AGENDA. MOTION PASSED UNANIMOUSLY (5-0).

REGULAR AGENDA

18. Approval of Ordinance No. 2024-12 on First Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE II “TOWN COUNCIL” BY ADDING A NEW SECTION 2-20 “ELECTION QUALIFYING” OF THE LOXAHATCHEE GROVES CODE PROVIDING FOR THE CANDIDATE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.

Town Clerk Oakes read the title of Ordinance No. 2024-12 into the record.

There were no public comments. Town Council discussion ensued.

MOTION: COUNCILMEMBER MANGILIA /VICE MAYOR HERZOG MOVED TO APPROVE ORDINANCE NO. 2024-12 ON FIRST READING. MOTION PASSED UNANIMOUSLY (5-0).

19. Approval of Ordinance No. 2024-13 on First Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE TOWN OF LOXAHATCHEE GROVES TO BE HELD ON MARCH 11, 2025 AS TO WHETHER THE TOWN OF LOXAHATCHEE GROVES CHARTER SHALL BE AMENDED IN THE FOLLOWING RESPECT: AMEND PARAGRAPH (5) OF SECTION 7 “ELECTIONS” OF THE CHARTER FOR THE PALM BEACH COUNTY CANVASSING BOARD TO BE THE TOWN CANVASSING BOARD FOR ALL UNIFORM MUNICIPAL ELECTIONS FOR THE TOWN; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR REFERENDUM CANVASSING; AND PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.

Town Clerk Oakes read the title of Ordinance No. 2024-13 into the record.

There were no public comments. Town Council discussion ensued.

MOTION: COUNCILMEMBER DANOWSKI /COUNCILMEMBER MANIGLIA MOVED TO APPROVE ORDINANCE NO. 2024-13 ON FIRST READING. MOTION PASSED UNANIMOUSLY (5-0).

DISCUSSION

20. Discussion on Civil Citation Ordinance

By consensus, the Town Council directed staff to move forward with this item, which is to be placed on the October 1, 2024, agenda.

**MOTION: COUNCILMEMBER DANOWSKI /COUNCILMEMBER
 MANIGLIA MOVED TO EXTEND THE MEETING AT 10:28 P.M.
 MOTION PASSED UNANIMOUSLY (5-0).**

21. Updates, Items of Interest and Future Agenda Items

Town Manager Ramaglia provided an overview on the updates, items of interest and future agenda items.

TOWN STAFF COMMENTS

Town Manager provided several updates regarding staffing, town operations, and upcoming initiatives. She announced that Mario had resigned, but the town successfully hired a qualified part-time Code Enforcement Officer, John Suarez, who previously worked for Palm Beach County and holds all four required code enforcement certifications. He is set to begin work on Thursday. Additionally, Craig, who has been assisting with code enforcement duties, will be formally certified so that he can continue handling floodplain-related complaints without relying on Public Works Director Richard Gallant for every issue.

To improve communication regarding staffing changes, the Town Manager stated that the town will begin sending notifications when employees resign and when new hires, including temporary replacements, are brought on board. She noted that Angela, currently working at the front desk, is a temporary hire pending budget approval, while Sandra is a permanent staff member. Sammie Brown has been assigned dual responsibilities as a Code Specialist for the Magistrate process and as an Assistant to the Town Clerk, though his position remains temporary until the budget is finalized. She praised Brown's ability to handle multiple tasks efficiently, jokingly referring to him as a "Swiss Army knife."

She also took a moment to recognize Wilbur for his contributions to the town, acknowledging his leadership and experience from his previous role at the county. She highlighted his commitment to taking valuable information from council meetings back to the staff.

Looking ahead, she mentioned plans for *Florida Government Week* in October, during which the town hopes to organize events that strengthen relationships between council members, staff, and the community. She suggested incorporating activities that educate residents on the various functions of the town government. The town has already ordered stickers for the event, and there is interest in hosting a *chili cook-off* or incorporating it into *Founders Day*, which is set to be discussed on the October 18th agenda under special events.

Finally, she addressed concerns about the *Community Conversation* portion of council meetings, noting that while it was not removed, it may have been overlooked due to recent budget

discussions. She reassured Council members that it remains an important part of the meeting structure and will be explicitly listed on the agenda moving forward to ensure proper community engagement.

By consensus, the Town Council authorized the Town Manager to sign grant applications.

Town Attorney provided an update to the Loxahatchee Groves Town Council regarding Form 1 and Form 6.

Public Works Director provided an update on the town's paving projects. He stated that the contractor was scheduled to begin mobilizing this week for the paving of 161st Street and six additional roads. The process will include final grading and compacting before paving begins. If all goes according to plan, the work should be completed by the end of October.

Regarding preparation work for the *Collecting Canal and A-Road project*, Gallant reported that the purchase order for surveyors has been issued. The surveyors are currently identifying control points to determine the exact location of easements and the necessary scope of work. He expects to receive a call this week to coordinate fieldwork, during which survey markers will be placed. The project will begin with work on the canal bank and progress from there.

**MOTION: COUNCILMEMBER MANIGLIA /COUNCILMEMBER
 DANOWSKI MOVED TO EXTEND THE MEETING AT 10:59 P.M.
 MOTION PASSED (4-1 with COUNCILMEMBER MANIGLIA
 DISSENTING).**

Town Clerk had no report.

TOWN COUNCILMEMBER COMMENTS

Councilmember Phillis Maniglia had no report.

Councilmember Laura Danowski expressed gratitude to the town staff and fellow Council members for their hard work and patience, acknowledging the challenges they face in navigating complex issues. She noted that despite initial concerns about the extensive agenda, significant progress was made during the meeting and praised the teamwork involved. She also congratulated Jack on his retirement from the Village of Wellington and welcomed any new members who may have joined. As she was about to make a third point, she momentarily lost her train of thought and passed the discussion back to the meeting chair.

Councilmember Robert Shorr raised concerns about the cost-effectiveness of the town's legal services, questioning whether hiring an in-house attorney would provide real savings. He initially believed the cost savings would be substantial but, after reviewing salary and benefits estimates, found that the expected savings may not be as significant as anticipated. He requested a more detailed analysis comparing the town's current legal expenses to alternative models, such as fixed fees or hybrid agreements, to determine the most financially viable approach.

Shorr expressed discomfort with the current system, noting that multiple attorneys often attend meetings, resulting in high legal costs. He pointed out that while the town budgets around \$175,000 to \$200,000 annually for legal services, actual expenditures in recent years have been closer to \$300,000 to \$400,000. He emphasized that if adjustments are needed, they should be made to ensure the town's legal expenses align with budgeted expectations.

To facilitate an informed decision, he suggested that the next meeting include a breakdown of legal costs across all departments, including hidden or miscellaneous legal expenses. The Town Manager confirmed that the contract for legal services is up for renewal, and Mr. Torcivia suggested scheduling one-on-one meetings with council members to discuss potential changes. Shorr and other council members agreed that before holding these discussions, a comprehensive analysis of actual legal spending should be prepared to provide a clear picture of the town's legal costs.

Vice Mayor Margaret Herzog inquired about the progress of securing easements, to which she received confirmation that the process is moving forward. She also expressed relief that the Human Resource manual had finally been voted on and was close to being finalized. Regarding FEMA grants, she asked for an update on the formation of a working group to coordinate efforts. The Town Manager responded that follow-ups had been made on various grant opportunities and that a meeting would be scheduled with Ms. Suchy, Ms. Tropepe, the FEMA representative, and the town's lobbyist to ensure direct collaboration instead of working through a third party. Herzog also expressed satisfaction with the progress on 161st Street, acknowledging that the paving process was underway. She looked forward to seeing other long-standing road projects move forward, particularly those in the first phase of the town's comprehensive road improvement plan.

Mayor Anita Kane informed the Council that the Transportation Planning Agency had listed Okeechobee Boulevard for future widening in its 2050 transportation plan. She requested Council consensus to draft a formal letter opposing the project, which she would sign as Mayor, ensuring that the town's objection is officially recorded early in the planning process. The Council agreed to proceed with the letter.

She then confirmed with staff that the ordinance clarification regarding building heights would be ready for the September 18th agenda to resolve any confusion. Discussion ensued on whether previous changes affected the actual height restrictions or only the reference points for measurement, highlighting ongoing misunderstandings that needed to be clarified in writing.

Mayor Kane also raised a request from a Finance Advisory and Audit Committee (FAAC) member who suggested increasing the committee's meeting frequency and hosting public, recorded meetings at Town Hall without staff involvement. Since this was a request from only one member, Kane suggested polling the full committee to determine broader interest before making any structural changes. The Council debated whether the FAAC should meet before its scheduled November meeting, with some members supporting the October meeting as a trial. The Town Manager reminded the Council that the FAAC is required to operate under Sunshine Law, meaning formal meetings would need minutes and public notice. It was also noted that any expanded role for the FAAC might require revising its governing resolution. The discussion then shifted to training FAAC members on the town's financial accounting system (*Blackbaud*), which provides access to invoices, purchase orders, and contracts. The Town Manager suggested that better

training could empower committee members to analyze financial data independently, improving their effectiveness.

Mayor Kane then addressed concerns about repeated power outages in certain areas of town. She responded to misinformation circulating on social media, where some residents claimed that the town "ran FP&L out" and caused the cancellation of the underground power project. The Town Manager clarified that FP&L halted the project due to residents refusing to grant easements, not due to any town action. She confirmed that FP&L is still interested in completing the undergrounding but must rework its scheduling and permissions. Additionally, FP&L has been actively maintaining power lines, trimming trees, and replacing poles, particularly on North Road and 161st Street.

Further discussion revealed that AT&T and Comcast are also working on utility relocations, which will eventually allow for the removal of outdated poles and infrastructure. The council acknowledged that working with multiple utility providers is a slow process but agreed that progress is being made.

The meeting concluded with Mayor Kane requesting a motion to adjourn, expressing appreciation for everyone's participation, even when discussions became challenging.

ADJOURNMENT

There being no further business before the Council, Councilmember Shorr moved to adjourn the meeting at 11:20 PM, which was seconded by Vice Mayor Herzog and passed unanimously (5-0).

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor Anita Kane, Seat 3

Town Clerk

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 COMMUNITY OPEN DISCUSSION WORKSHOP
MEETING MINUTES
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, February 4, 2025**

CALL TO ORDER:

Mayor Kane called the meeting to order at 6:03 P.M.

ROLL CALL

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Laura Danowski, Councilmember Phillis Maniglia, Councilmember Robert Shorr (Present via Zoom), Town Manager Francine Ramaglia, Town Attorney Glen Torcivia, Public Works Director Richard Gallant, Public Works Superintendent Craig Lower, Project Coordinator Jeff Kurtz, Town's Financial Consultant Chris Wallace (of Munilytics), Town's Planning Consultant Kaitlyn Forbes (of Complete Cities) and Town Clerk Valerie Oakes were present

OPEN DISCUSSION:

Captain Turner stated he has served the town for the past eight years, offered a heartfelt farewell as he transitions to a new position in Greenacres. Reflecting on his time in Loxahatchee Groves, he acknowledged the various leadership changes, including working with at least three city managers and numerous board members. He expressed appreciation for the progress made on ordinances and town development, recognizing that views on growth may differ. He thanked the Council and residents for their support and patience, noting that his successor, Captain Robert Sandt from Delray, will take over. He described Captain Sandt as highly experienced with a similar

background—having served together as watch commanders and SWAT members—and assured the town they would be in capable hands, humorously adding that he “smiles and talks more.”

Captain Robert Sandt introduced himself.

Jennifer Stephens expressed deep gratitude to the Town for the ongoing pond project and for taking action on the neighboring problematic property. She shared that the magistrate recently ruled to allow the Town to proceed with foreclosure and mentioned that the Town also requested the option of pursuing a money judgment. She urged the Council to choose foreclosure, citing the ongoing distress caused by the property owner over the past three years. She detailed numerous code violations and quality-of-life issues, including flooding on her property due to unpermitted fill dirt, illegal construction (a barn, arena, and structure in a pond), large hogs with waste being rinsed directly into the water, and multiple trailers causing noise, drug activity, and domestic disturbances. She emphasized that these conditions not only affect her and her family but also nearby neighbors who could not attend the meeting. She concluded by strongly encouraging the Town to foreclose on at least the 4.5 acres allowed, expressing doubt that a monetary judgment would result in any meaningful resolution. Mayor Kane thanked her for the comments.

Cynthia Taylor identified herself as an artist rather than someone knowledgeable in politics, returned to express her continued concerns about the direction of the town. She questioned whether the Council had a clear vision for the future of the community and emphasized the need for more interactive communication between residents and elected officials during meetings. While referencing her previous comments about widespread tree removal, she shared confusion over the agricultural exemptions that allow it, and suggested more oversight may be necessary. She expressed strong disapproval of a new structure built at Southern Lawn and Garden, calling it a “monstrosity” and criticizing its appearance as inconsistent with the rural charm of the town. She pointed to Davie, Florida as a model town with architectural standards and a cohesive visual identity, urging Loxahatchee Groves to adopt a similar approach. Ms. Taylor warned against turning the town into something unrecognizable, likening unchecked development to the rapid changes seen in Westlake. She closed with a heartfelt plea to the Council to carefully consider the long-term consequences of every decision to preserve the unique character of the town she and others deeply love. Mayor Kane thanked her for the comments.

Jo Siciliano expressed her enthusiasm for the revival of the charter review process in town. She encouraged residents to participate in the process even if they’re not ready to serve on a committee by attending meetings and offering input. Ms. Siciliano emphasized the value of hearing diverse viewpoints during committee discussions, noting that committee members work to refine ideas and present thoughtful recommendations to the Council. She highlighted the importance of civic engagement beyond social media, urging residents to come in person to Town Hall and be part of the conversation. With a population of only about 3,000, Ms. Siciliano said Loxahatchee Groves has the opportunity to be a united and forward-moving community that preserves its rural, agricultural, and green character. She closed with a hopeful call for unity and involvement, stressing that this unique character is exactly why so many chose to live there. Mayor Kane thanked her for the comments.

ADJOURNMENT

There being no further business before the Council, the meeting was adjourned at 6:27 P.M.

**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 &
FIRST BUDGET PUBLIC HEARING MINUTES
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, February 4, 2025**

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor Kane called the meeting to order at 6:35 P.M.

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE:

Mayor Kane led the Pledge of Allegiance followed by a moment of silence.

ROLL CALL

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Laura Danowski, Councilmember Phillis Maniglia, Councilmember Robert Shorr, Town Manager Francine Ramaglia, Town Attorney Glen Torcivia, Public Works Director Richard Gallant, Public Works Superintendent Craig Lower, Project Coordinator Jeff Kurtz, Town's Planning Consultant Kaitlyn Forbes (of Complete Cities), Town's Financial Consultant Chris Wallace (of Munilytics) and Town Clerk Valerie Oakes were present.

ADDITIONS, DELETIONS AND MODIFICATIONS

Mayor Kane called for any additions, deletions, modifications or approval of the agenda.

Town Clerk Oakes stated staff requested to pull item no. 7 off the agenda.

Mayor Kane stated legal requested to pull item no. 9 because it requires four votes.

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO APPROVE THE AGENDA AS WRITTEN PULLING ITEM NO. SEVEN FOR A FUTURE MEETING AND PULLING ITEM NO. NINE FOR DISCUSSION. MOTION PASSED UNANIMOUSLY (5-0).

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

No public comments received.

PRESENTATIONS

1. FPL Update by Ilan Kaufer and Daniel Turbet

Ilan Kaufer and Daniel Turbet presented the Florida Power & Light (FPL) Update.

QUASI-JUDICIAL PUBLIC HEARING

Town Attorney Torcivia swore in all witnesses who would be providing testimony.

2. Presentation on Groves at Town Center regarding Comprehensive Plan Text Amendment, Master Plan Amendment (Rezoning), Hotel Site Plan, and Park Site Plan

Kaitlyn Forbes (of Complete Cities) presented the applicants speaking on behalf of the Quasi-Judicial Public Hearing.

Brian Seymour (Attorney for the Applicant) & The Applicant presented on Groves at Town Center.

3. **APPROVAL OF ORDINANCE NO. 2024-09 ON SECOND READING:** AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING THE TEXT OF ADOPTED COMPREHENSIVE PLAN, FUTURE LAND USE ELEMENT, SPECIAL POLICY 1.15.2, TO REVISE THE PERMITTED USES, ESTABLISH INTENSITY MEASUREMENTS FOR THE PROPOSED HOTEL USE, AND PERMIT A NON-RESIDENTIAL USE NORTH OF EAST CITRUS DRIVE; PROVIDING FOR TRANSMITTAL, CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

Town Clerk Oakes read the statement into the record.

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO APPROVE ORDINANCE NO. 2024-09 ON SECOND READING. MOTION PASSED (3-2 with COUNCILMEMBER SHORR & COUNCILMEMBER DANOWSKI DISSENTING).

4. **APPROVAL OF ORDINANCE NO. 2024-10 ON SECOND READING:** AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE MULTIPLE LAND USE PLANNED UNIT DEVELOPMENT (MLU/PUD) APPROVAL ON A PARCEL OF LAND CONSISTING OF APPROXIMATELY 89.95 ACRES, MORE OR LESS, LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND “B” ROAD, LEGALLY DESCRIBED IN EXHIBIT “A”; PROVIDING FOR THE APPROPRIATE REVISIONS TO THE MLU/PUD CONCEPTUAL MASTER PLAN AND THE CONDITIONS OF APPROVAL; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

Town Clerk Oakes read the statement into the record.

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO APPROVE ORDINANCE NO. 2024-10 ON SECOND READING WITH THE REVISED CONDITIONS. MOTION PASSED (3-2 with COUNCILMEMBER SHORR & COUNCILMEMBER DANOWSKI DISSENTING).

5. **APPROVAL OF RESOLUTION NO. 2025-06:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A SITE PLAN APPLICATION TO ACCOMMODATE A THREE (3) STORY, 81-ROOM HOTEL ON POD TC OF THE GROVES TOWN CENTER PLANNED UNIT DEVELOPMENT, CONSISTING OF APPROXIMATELY 2.2 ACRES, GENERALLY LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND “B” ROAD, MORE SPECIFICALLY DESCRIBED IN EXHIBIT “A”; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

Town Clerk Oakes read the statement into the record.

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO APPROVE RESOLUTION NO. 2025-06 WITH THE REVISED CONDITIONS. MOTION PASSED (3-2 with COUNCILMEMBER SHORR & COUNCILMEMBER DANOWSKI DISSENTING).

6. **APPROVAL OF RESOLUTION NO. 2025-07:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A SITE PLAN APPLICATION TO ACCOMMODATE A PLANNED OPEN SPACE WITHIN POD G OF THE GROVES TOWN CENTER PLANNED UNIT DEVELOPMENT, CONSISTING OF APPROXIMATELY 5.5 ACES OF LAND, GENERALLY LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND “B” ROAD, MORE SPECIFICALLY DESCRIBED IN EXHIBIT “A”; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

Town Clerk Oakes read the statement into the record.

Public comments received from Jo Siciliano, Tom Woodward, Jane Harding, Virginia Standish, Sue Cacioppo, Cassie Suchy read email on behalf of Hollie Proesel, Lisa El-Ramey, Roy Parks, Robert Austen, and Cassie Suchy. Town Clerk Oakes announced the emails received. Mayor Kane announced the emails and text received. Town Council discussion ensued.

MOTION: MAYOR DANOWSKI/COUNCILMEMBER MANIGLIA MOVED TO RECEIVE AND FILE THE DOCUMENT PLACED ON RECORD. MOTION PASSED UNANIMOUSLY (5-0).

Town Attorney Torcivia asked for the Council disclose any ex-parte communications.

The Council disclosed that all have had ex-parte communications concerning these matters.

RECESSED TOWN COUNCIL MEETING AT 7:45 P.M.

RECONVENED TOWN COUNCIL MEETING AT 8:05 P.M.

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO APPROVE ORDINANCE NO. 2025-07 ON SECOND READING WITH THE REVISED CONDITIONS. MOTION PASSED (3-2 with COUNCILMEMBER SHORR & COUNCILMEMBER DANOWSKI DISSENTING).

CONSENT AGENDA

MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER DANOWSKI MOVED TO APPROVE THE CONSENT AGENDA WITH ITEM NO. 7 BEING REMOVED BY STAFF AND ITEM NO. 9 TO BE DISCUSSED. (3-2 with COUNCILMEMBER SHORR & COUNCILMEMBER DANOWSKI DISSENTING).

7. **APPROVAL OF RESOLUTION NO. 2024-86:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING REMOVAL OF SPECIMEN TREES; PROVIDING AN EFFECTIVE DATE.
8. **APPROVAL OF RESOLUTION NO. 2025-08:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, DESIGNATING THE MAYOR OF THE TOWN OF LOXAHATCHEE GROVES AS THE SIGNING DESIGNEE FOR ALL GRANT APPLICATIONS ON BEHALF OF THE TOWN; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.
9. **APPROVAL OF RESOLUTION NO. 2025-09:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING

AN AGREEMENT WITH DEBRIS DOG, INC. TO PROVIDE TREE DEBRIS REMOVAL SERVICES TO THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

Agenda item no. 9 was pulled off the Consent Agenda for further discussion.

**MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG
MOVED TO APPROVE RESOLUTION NO. 2025-09. MOTION
PASSED UNANIMOUSLY (5-0).**

10. **APPROVAL OF RESOLUTION NO. 2025-10:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AGREEMENTS WITH VENDORS FOR GOODS AND SERVICES UTILIZING THE TOWN OF PALM BEACH GARDENS ITB NO. 2024-160PS; AND PROVIDING FOR AN EFFECTIVE DATE.
11. **APPROVAL OF RESOLUTION NO. 2025-11:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE TOWN OF LOXAHATCHEE GROVES TO APPROVE AND ADOPT THE 2024 REVISED PALM BEACH COUNTY LOCAL MITIGATION STRATEGY PLAN; PROVIDING FOR THE PURSUIT OF FUNDING AND IMPLEMENTATION; PROVIDING FOR SUPPORT OF THE LOCAL MITIGATION STRATEGY PROCESS; AND PROVIDING FOR AN EFFECTIVE DATE.
12. **APPROVAL OF RESOLUTION NO. 2025-13:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY TO REDETERMINE, RE-ADOPT AND RATIFY EXISTING DISTRIBUTION FORMULA FOR SIX (6) CENT LOCAL OPTION FUEL TAX; 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.
13. Approval of the Town Council Meeting Minutes
14. Quarterly Reports – Receive & File

TOWN COUNCIL'S REGULAR AGENDA

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

DISTRICT'S REGULAR AGENDA

None.

RECONVENE TOWN COUNCIL MEETING

DISCUSSION

15. Discussion on Livestock Waste Franchise Agreement

Project Coordinator Jeff Kurtz & Mr. Hickey provided discussion on Livestock Waste Franchise Agreement.

Public comment received from Virginia Standish, Lisa El-Ramey, comment read for Denise Devita, Cassie Suchy and Town Clerk Oakes read into a comment from Sophia. Town Council discussion ensued.

**MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER SHORR
MOVED TO EXTEND THE MEETING AT 10:35 P.M. MOTION
PASSED UNANIMOUSLY (5-0).**

By consensus, the Town Council directed staff to make the concept acceptable and bring it back for discussion.

16. Discussion on 2025 TLG New Rural Road Improvement Standards

Town Manager Ramaglia provided discussion on 2025 TLG New Rural Road Improvement Standards.

INFORMATIONAL ITEMS

17. February 2025 Calendar

18. February Proclamations

- 2-1-1 Proclamation
- National Future Farmers of America (FFA) Week
- National Engineers Week

19. Future Agenda Items

TOWN STAFF COMMENTS

Town Manager emphasized the importance of placing items on the agenda for discussion, even when full backup documentation may not be available. She explained that the current process, discussion followed by first and second readings, has proven effective, even though some topics require multiple rounds of public dialogue. Transparency and community engagement remain top priorities, and she noted that council has the authority to defer items if they feel unprepared. She acknowledged that some past pilot programs and ordinances may have been implemented too quickly, but stressed the value of continual effort and forward momentum. She also expressed disappointment with FPL's lack of engagement during the meeting, especially given the town's prior collaborative efforts, including the mediation over B Road North that was shared with FPL in August 2023. She then highlighted several upcoming meetings: the ULC's finalization of rural

vista guidelines on Monday, a public input meeting on Tuesday for multi-purpose trail projects (supporting applications for both state and TPA grants), and a non-voting Planning & Zoning Board (PCB) workshop on Wednesday regarding Bo's development, meant to gather early feedback as their application is not yet complete. Lastly, Town Manager Ramaglia sought direction from the Council on whether it would be appropriate for the town to pay for the newly unopposed councilmember to attend Palm Beach County Days (March 4th –5th) prior to the official seating date of March 18th.

Town Attorney acknowledged that this was the final official meeting for Councilmembers Shorr and Councilmember Danowski. He expressed his appreciation for having had the opportunity to work with both of them and extended well wishes. He also shared his hope and belief that they would remain active and visible in the community moving forward.

Public Works Director provided an update on the ongoing improvements at Hyde Park. He shared that most residents are pleased with the progress, with some who were initially skeptical now expressing excitement about the final results. The team has begun clearing the pond, removing all but one tree stump, and is working toward connecting the drainage to the F Road Canal. He noted that the restoration aims to significantly improve drainage, which has been a major concern for Hyde Park residents during rainy seasons. Interestingly, one resident, who had unknowingly been maintaining a portion of the overgrown ditch behind his property, only recently learned it was part of the larger drainage system. Mr. Gallant explained that when completed, the project will include three new drainage pipes to facilitate proper water flow through and out of Hyde Park. The project is expected to be mostly completed within 30 days, after which the team will shift focus to other projects needed throughout the town.

Town Clerk expressed her appreciation for the opportunity to work with Councilmember Shorr and Councilmember Danowski during her short tenure. She thanked them for their support in her role. She then provided logistical updates, noting that the Town Council meeting originally scheduled for March 4th has been moved to March 18th. The swearing-in ceremony for outgoing and incoming council members will take place at that meeting. She also reminded the public that Election Day is scheduled for March 11th.

TOWN COUNCILMEMBER COMMENTS

Councilmember Phillis Maniglia (Seat 1) raised concerns about increasing air traffic over Loxahatchee Groves, particularly along Southern Boulevard, which she noted appears to be a regular flight path. She referenced ongoing complaints from residents during certain times of the year and mentioned a news report that a nearby municipality is organizing a meeting with Palm Beach County, the airport, and possibly the FAA to address similar concerns. She requested that someone from Loxahatchee Groves attend that meeting that is scheduled for February, to ensure that air traffic concerns from their town are also represented. She emphasized the importance of equitable distribution of air traffic and suggested routes over less populated areas north of the town.

Councilmember Laura Danowski (Seat 2) reflected on her nine years of service, including three years with the Water Control District and six years in Seat Two on the Town Council. She expressed gratitude for the experience, describing it as educational and, at times, intense, but

ultimately fulfilling. She praised the current staff, noting that over the last couple of years, they have made significant progress in addressing resident needs, opening new opportunities, and applying thoughtful solutions. She voiced confidence in the town's continued success after her departure and offered to remain available to assist, particularly with the town newsletter. Concluding her remarks with a quote from a Jimmy Buffett song, she acknowledged that while the experience had its highs and lows, it was a rewarding journey overall.

Councilmember Robert Shorr (Seat 4) provided updates and personal reflections during his comments. He began by sharing that the annual Poker Run Walk/Trot event held Sunday had its largest turnout yet, with 68 riders and approximately 100 attendees. While pleased with the turnout, he noted that the high number of participants introduced logistical challenges and suggested 45 might be the ideal cap. The Groves Community Foundation sponsored the event. He then mentioned his recent health scare involving a heart attack, humorously noting the unexpected \$750 bill he received from Fire Rescue for the ambulance ride to Wellington Regional. Although insurance covered half, he expressed surprise that patients are billed directly for transport, contrasting it with law enforcement transport policies. Shorr turned his attention to the TPA (Transportation Planning Agency) Grant, clarifying the difference between grants and state appropriations. He emphasized that TPA grants are fixed amounts, requiring the town to cover any excess costs, whereas appropriations—especially for rural communities—often do not require matching funds. He encouraged residents to participate in the upcoming public meeting (noted as Tuesday at 6 PM) regarding the grant application, stressing the importance of understanding the project, its financial implications, and voicing support or concerns. He noted that while community support for the grant was lacking in prior years, perspectives evolved as councils and priorities change. Councilmember Shorr criticized the current handling of the consent agenda process, calling it “embarrassing,” and closed his remarks on a critical note about the need for procedural improvements.

**MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER SHORR
MOVED TO EXTEND THE MEETING AT 11:03 P.M. MOTION
PASSED UNANIMOUSLY (5-0).**

He expressed hope that incoming Council Members would be treated with more respect than he feels the outgoing councilmembers were shown, particularly regarding the ability to discuss items placed on the consent agenda. He criticized the current structure where public comment on those items is limited or disregarded. Reflecting on his six years of service, Shorr described it as a significant learning experience filled with highs, lows, and everything in between. He noted that he did not initially seek to become a councilmember or mayor; rather, he became involved because of a Code Enforcement issue, believing his path was part of a larger purpose. He paralleled his journey to that of another Councilmember, who also got involved unexpectedly. Councilmember Shorr expressed pride in the progress the town has made, specifically referencing how, during his early time on Council, the Town of Loxahatchee Groves and the Water Control District merged into a unified government body. Before that, he noted, they operated separately with different election processes. He emphasized that, in his view, it was only after the merger that the town truly started functioning as one cohesive entity. He concluded his comments by expressing gratitude for the opportunity to serve.

Vice Mayor Marg Herzog (Seat 5) commented that she enjoyed reviewing the future agenda list, noting the extensive number of projects ahead and joking with a staff member, Project Coordinator Kurtz, that he should not plan on going to bed early given the workload. She raised concern about the ongoing manure hauling operations on A Road, mentioning that 18-wheelers transferring manure from garbage trucks are damaging the roadway as they turn in and out of the property. She welcomed the idea of creating a controlled site for these operations to minimize road damage. Vice Mayor Herzog also brought up that since 2016, there has been no adjustment to the stipend or compensation provided to Council Members despite the increasing workload and number of meetings they are expected to attend. She specifically highlighted the Mayor's additional responsibilities, such as signing grant documents, attending community events like reading to children, and meeting with other officials. She requested that staff explore drafting an ordinance to fairly increase Council and mayoral salaries, suggesting a cost-of-living adjustment be considered.

Mayor Anita Kane (Seat 3) expressed her gratitude to the residents who took the time to text and email her, helping guide her in making difficult decisions during the meeting. She noted that, as usual, the town tends to be split about 50/50 on major issues, but the overwhelming support she received for the hotel project over the assisted living facility made that particular decision easier. Mayor Kane emphasized that the town is governed by its citizens, and Council Members serve merely as their representatives. She stated she is proud to have the opportunity to represent the people of Loxahatchee Groves.

ADJOURNMENT

There being no further business before the Council, Councilmember Maniglia moved to adjourn the meeting at 11:08 PM, which was seconded by Councilmember Danowski and passed unanimously (5-0).

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor Anita Kane, Seat 3

Town Clerk

Vice Mayor Margaret Herzog, Seat 5

Councilmember Phillis Maniglia, Seat 1

Councilmember Laura Danowski, Seat 2

Councilmember Robert Shorr, Seat 4



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council

FROM: Richard Gallant, Public Works Director

THRU: Francine Ramaglia, Town Manager

DATE: May 6, 2025

SUBJECT: Approval of Resolution No. 2025-26 Authorizing the Town Manager, and Town Attorney to finalize negotiations with Indian Trails Improvement District for a Mutual Aid Agreement for Emergency Response

Background:

The Indian Trails Improvement District (ITID) agreed at their June 5, 2024 regular meeting they would add comments to the mutual aid agreement presented by their Executive Director in August of 2023 by the Town. After negotiations between the Town and ITID and review by the Town attorney, a final draft has been sent to ITID for their staff and legal department to conduct a final review. With this mutual aid agreement in place, ITID and the Town will provide such assistance as needed during and after storm events and other declared local and state emergencies to include, but not be limited to, the following:

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

Initially an agreement was entered into by the Town Manager and ITID's Executive Director on an emergency basis in 2022 . This agenda item seeks approve the presented mutual aid agreement and to provide the ability of the Town Manager, and Town Attorney to complete the process to adopt this mutually beneficial agreement between ITID and the Town of Loxahatchee Groves.

Recommendations: Motion to approve **Resolution No. 2025-26** approving the presented Mutual Aid Agreement as modified and authorize the Town Manager, and Town Attorney to complete negotiations for this Mutual Aid Agreement with Indian Trails Improvement District and the Town for Emergency Response in declared events.

RESOLUTION NO. 2025-26

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

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

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

WHEREAS, the Town of Loxahatchee Groves (Town) and the District desire to enter into a Mutual Aid Agreement for the emergency aid and assistance; and

WHEREAS, the Town Council finds that entering into the Mutual Aid Agreement with Indian Trail Improvement District 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 Mutual Aid Agreement with Indian Trail Improvement District, attached hereto as Exhibit “A.” The Town Manager is authorized to execute the Mutual Aid Agreement. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

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

Councilmember _____ offered the foregoing Resolution. Councilmember seconded the Motion, and upon being put to a vote, the Resolution is hereby:

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 6th DAY OF MAY, 2025.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Anita Kane

Valerie Oakes, Town Clerk

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Paul Coleman II

Office of the Town Attorney

Councilmember Lisa El-Ramey

Councilmember Phillis Maniglia

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

RECITALS

WHEREAS, the safety of the residents of the State of Florida is of the upmost importance to all levels of state and local government; and

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

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

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

WHEREAS, the Town and the District may from time to time have an incident occur where both the Town Manager and Executive Director are not physically on premise or in town during an incident. In such cases, each entity shall designate an individual to act in their absence. The designated individual of the respective entity shall have the same authority in this Mutual Aid Agreement ("Agreement") as the Town Manager or Executive Director; and

WHEREAS, the Town and the District seek to establish a mutual aid agreement for emergency aid and assistance in response to storm events and other declared emergencies.

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

1. The Town and the District agree to provide mutual aid, voluntary cooperation and assistance during and after storm events and other declared local and state emergencies to include, but not be limited to, the following:
 - a. Clearing debris from roads and canals for safe travel and flow of water;
 - b. Assisting with damage assessment;
 - c. Repairing washouts;
 - d. Repairing and replacing culverts;
 - e. Responding to calls to assist from Palm Beach County Emergency Management, Palm Beach County Fire Rescue and Palm Beach County Sheriff's Office.

2. Neither party shall be responsible to provide aid or assistance for the following:
 - a. In the adjustment, repair, or operation of the other party's pumps or drainage gates; or
 - b. In unsafe conditions (where wind gusts are 35 mph or higher), unless both parties agree otherwise.
3. In the event either party is in need of assistance as set forth herein, such party shall notify the other party. Notification may be verbal or written. Notification of a potential need is desirable prior to the storm event or impact of any designated emergency. Notice of the actual need for assistance shall be given to the other party, and must be agreed upon and coordinated with the other party prior to the assigning and deploying of work crews to the designated fields for the day. The designated individual of the entity providing assistance shall evaluate the situation and available resources and will respond in a manner he or she deems appropriate. Neither party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such assistance.
4. The designated individual of the requesting party may determine who is authorized to lend assistance within his or her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the situation dictates.
5. The personnel and equipment that are assigned by the assisting party shall be under the immediate command of a designated supervisor of the assisting party, who shall be under the direct supervision and command of the designated individual of the requesting party subject to the limitations set forth below in paragraph 7.
6. When providing assistance, the assisting party shall keep records related to the assistance provided in the manner required by FEMA and at the rates set by FEMA for emergency response reimbursement. The assisting party shall provide such records to the requesting party at the end of each day assistance is provided.
7. Whenever an employee is rendering assistance pursuant to this Agreement, the employee shall abide by and be subject to the rules and regulations, personnel policies, and standard operating procedures of his or her own employer. If any such rule, regulation, policy or procedure is contradicted, contravened or otherwise in conflict with direction from the designated individual of the party requesting assistance, then the respective employer's rule, regulation, policy or procedure shall control and shall supersede the direction, unless otherwise agreed to in writing by both parties.
8. Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the Town Manager or Executive Director of the requesting party shall be responsible for the documentation and investigation of said

complaint. If it is determined the accused is an employee of the assisting party, the documentation gathered shall be forwarded to the Manager of the assisting party.

9. Each party agrees to be responsible for the acts, omissions, or conduct of its employees while engaged in rendering assistance under this Agreement, subject to the limitations of Section 768.28, F.S.
10. If equipment is furnished by the assisting party, the assisting party will bear the cost of loss or damage to that equipment and pay any expense incurred in the operation and maintenance of that equipment unless it is proven to occur as direct negligence of the assisting party's operator.
11. The assisting party shall compensate its employees during the provision of assistance under this Agreement shall compensate its employees, including benefits including any amounts due or paid for compensation due to personal injury or death sustained by such employee while rendering assistance.
12. Nothing herein is intended to nor shall create an agency relationship between the parties.
13. Either party may terminate this Agreement upon fifteen (15) calendar days prior written notice to the other party. A termination shall not affect the obligation of any party to reimburse the other for the costs and expenses of rendering aid and assistance incurred prior to the effective date of termination.
14. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.
15. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
16. As provided in F.S. 287.132-133, as may be amended from time to time, by entering into this Agreement or performing any work in furtherance hereof, each party shall have its consultants and contractors certify that they and their affiliates, suppliers and sub consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).
17. As provided in F.S. 287.135, as may be amended from time to time, by entering into this Agreement or performing any work in furtherance hereof, each party shall have its consultants and contractors certify that they are not on the Scrutinized Companies with

Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, that they do not have business operations in Cuba or Syria, and that they are not participating in a boycott of Israel.

18. By entering into this Agreement or performing any work in furtherance hereof, each party shall notify its consultants and contractors of the obligations to register with and use E-Verify pursuant to, and the consequences of violating, F.S. 448.095, as may be amended from time to time.
19. To the extent permitted by law, each party (as Indemnitor) agrees to protect, defend, indemnify, and hold the other party (as Indemnitee), and its offices, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and nature arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of Indemnitor's negligence, acts, errors and/or omissions. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.
20. A copy of this Agreement shall be filed by the Town with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

TOWN:

DISTRICT:

Francine Ramaglia

Town Manager

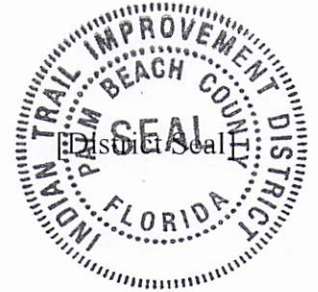
Date: _____



Elizabeth Accomando

Board President

Date: 4-16-25



Approved as to form and legal sufficiency:

Office of the Town Attorney



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council

FROM: Richard Gallant, Public Works Director

VIA: Francine Ramaglia, Town Manager

DATE: May 6, 2025

SUBJECT: *Resolution No. 2025-27; SFWMD Piggyback Contract to continue the utilization of Aquatic Vegetation Control*

Background:

The Town of Loxahatchee Groves currently piggybacks off SFWMD to utilize Aquatic Vegetation Control for the maintenance of aquatic vegetation within our canals. The original contract, contract # 460004255, was approved in 2020, implemented in January 2021 and expired on September 30, 2024. Aquatic Vegetation Control re-bid the contract with SFWMD and was awarded with contract # 4600004968 which took effect on September 30, 2024. The term of the contract is 3 years with 2 (1) year renewals. The new expiration date is September 30, 2027.

The new rates are reflected on page 44 of the contract.

Recommendations: Move forward to approved *Resolution No. 2025-27*.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2025-27

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING AN AGREEMENT WITH AQUATIC VEGETATION CONTROL, INC. FOR VEGETATION MANAGEMENT SERVICES UTILIZING THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CONTRACT #4600004968; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-133(b)(5) of the Town of Loxahatchee Groves's ("Town") Purchasing Code permits the Town to enter into agreements for goods and services using other government agency contracts, so long as they were competitively bid and the price offered to the Town is the same or less than the price of the contracting government agency; and

WHEREAS, the Town is in need of reliable sources for goods and services relating to the provision of vegetation management services; and

WHEREAS, South Florida Water Management District ("SFWMD") conducted a competitive procurement of services and awarded a vegetation management services contract to Aquatic Vegetation Control, Inc. ("Contractor") expiring on September 30, 2027, with two (2) optional one-year renewals ("SFWMD Contract"); and

WHEREAS, the Town has reviewed the terms of the SFWMD Contract and has determined the Contractor's rates set forth therein for the needed goods and services are fair and reasonable; and

WHEREAS, the Town Council desires to enter into a piggyback agreement for vegetation management services with the Contractor utilizing the SFWMD Contract #4600004968, which is incorporated and attached hereto as Exhibit "A" ("Town Agreement"); and

WHEREAS, the Town Council has determined that entering into the Town Agreement serves a public purpose.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the Town Agreement for vegetation management services with Aquatic Vegetation Control, Inc., attached hereto as Exhibit “A”; authorizes use of the services under the Town Agreement so long as the SFWMD Contract is in effect; and authorizes the Town Manager to execute the documents, as provided.

Section 3. This Resolution shall take effect immediately upon adoption.

Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion, and upon being put to a vote, the Resolution was hereby:

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 5th DAY OF MAY, 2025.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Voted:
Councilmember Phillis Maniglia, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4

AGREEMENT

This Agreement for Vegetation Management Services (“Agreement”) is made as of the _____ day of _____, 2025, by and between the **Town of Loxahatchee Groves**, a municipal corporation (“TOWN”), with its office located at 155 F Road, Loxahatchee Groves, Florida 33470, and **Aquatic Vegetation Control, Inc.**, a corporation authorized to do business in the State of Florida (“CONTRACTOR”) with a mailing address of 1860 W. 10th Street, Riviera Beach, Florida 33404.

RECITALS

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

WHEREAS, the TOWN is in need of a contractor to perform vegetation management services within its jurisdictional limits (“SERVICES”); and

WHEREAS, the South Florida Water Management District, through a competitive procurement process for Contract #4600004968, awarded a contract for vegetation management services (“CONTRACT”) to CONTRACTOR for substantially the same services sought by the TOWN; and

WHEREAS, the TOWN has reviewed the terms of the CONTRACT and has determined the CONTRACTOR’s rates set forth therein for the needed goods and services are fair and reasonable; and

WHEREAS, the TOWN requested, and the CONTRACTOR has executed this Agreement with the TOWN for performing the SERVICES based on the pricing and terms and conditions of the CONTRACT except as otherwise amended herein; and

WHEREAS, Section 2-133(b)(5) of the TOWN’s Purchasing Code permits the TOWN to enter into agreements for goods and services using other government agency contracts, so long as they were competitively bid and the price offered to the TOWN is the same or less than the price of the contracting government agency; and

WHEREAS, the TOWN desires to accept CONTRACTOR’s pricing by piggy-backing the CONTRACT including all terms, conditions and pricing therein, as amended herein and as more fully set forth in this Agreement; and

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

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. Contract. The CONTRACT with the CONTRACTOR is hereby expressly made a part of this Agreement (non-exclusive), which is attached hereto as Exhibit 1 and is incorporated herein by this reference. The TOWN shall have all rights, obligations and remedies authorized to the governmental entity under the CONTRACT and all associated and applicable Contract Documents as defined therein, except as amended herein.

3. Effective Date, Term and Renewal. The effective date of this Agreement is the date the Agreement is approved by the parties. The term of this Agreement shall be for a term to mirror the CONTRACT which shall expire on September 30, 2027 or until the CONTRACTOR has completed all maintenance work that was commenced prior to September 30, 2027 and the work has been reviewed, inspected, and accepted by the TOWN, inclusive of all warranty periods, or upon the expiration date of any approved renewals, whichever is later. The Agreement may be renewed at the option of the TOWN for two (2) additional one-year renewal terms upon written notice to CONTRACTOR.

4. Services. In accordance with the terms and conditions in the CONTRACT and pricing herein, the CONTRACTOR shall perform SERVICES as requested by the TOWN, as more fully set forth in Exhibits 1 and 2 to this Agreement.

5. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are comprised of the following:

- A. All written modifications and amendments hereto;
- B. This Agreement;
- C. CONTRACT (including the Bid, Contractors Proposal, Bid Tabulation, Award, and any Amendments, Renewals, and Extensions).

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement; and
- C. The CONTRACT.

6. Compensation to Contractor. Payments by the TOWN to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis for each item (where an item is specified), consistent with the CONTRACT as more particularly set forth in Exhibit 1, CONTRACTOR waives special, consequential and incidental damages for claims, disputes or any other matters in question arising out of or relating to this Agreement whether or not caused by the TOWN's negligence even if the parties have been advised of the possibility of such damages. **The TOWN will not expend more than the amount in the approved Budget as it may be adopted each year for the SERVICES over the term of this Agreement.**

7. Miscellaneous Provisions.

7.1 Successors and Assigns: The TOWN and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

7.2 Headings, References, and Exhibits: The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.

7.3 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

7.4 Entire Agreement; Amendment and Waiver: This Agreement (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. Except as otherwise authorized in the Agreement, this Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

7.5 Successors and Assigns: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

7.6 Governing Law; Consent to Jurisdiction; Remedies; Enforcement Costs: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts. 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. If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the parties agree that each party shall be responsible for its own attorneys' fees. This attorneys' fees provision shall not apply to the CONTRACTOR's responsibilities under the Indemnity provision set forth in this Agreement.

7.7 Third Party Beneficiary Rights: This Agreement shall create no rights or claims whatsoever in any person other than a party herein.

7.8 Severability: If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

7.9 Public Records: Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

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

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

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

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

7.11 Palm Beach County IG; Public Entity Crimes: In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance. As provided in sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, the CONTRACTOR certifies that it and its affiliates who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

7.12 Notices: All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

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

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

If this Agreement is for one million dollars or more, CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

8. Indemnity:

8.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR shall assume liability for and indemnify, hold harmless, and defend the TOWN, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees (through all trials and appeals), in connection with any and all claims, demands, damages, liens, fines, penalties, fees, judgments, losses, actions, causes of action, and suits in equity of whatever kind or nature, whether or not a lawsuit is filed, including but not limited to claims for personal injury (including death), property damage, equitable relief, or loss of use, to the extent caused, in whole or in part, directly or indirectly, by the acts, omissions, negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the TOWN in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

8.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

9. Insurance:

9.1 The CONTRACTOR, shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the TOWN, the types and amounts of insurance conforming to the minimum requirements set forth below. The CONTRACTOR shall not commence work under this Agreement until the required insurance is in force and evidence of insurance acceptable to the TOWN has been provided to, and approved by, the TOWN. An

appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Agreement, the CONTRACTOR shall provide the TOWN with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

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

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

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

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

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

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

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

9.6 At its sole discretion, the TOWN may obtain or renew the CONTRACTOR's insurance, and the TOWN may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the TOWN all monies paid to obtain or renew the insurance. The TOWN may offset the cost of the premium against any monies due to the CONTRACTOR from the TOWN.

10. E-Verify. Pursuant to Section 448.095(5), Florida Statutes, CONTRACTOR shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien";
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to TOWN upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and
- f. Be aware that if TOWN terminates this Agreement under Section 448.095(5)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by TOWN as a result of termination of this Agreement.

11. Human Trafficking. CONTRACTOR, by signing this Agreement as set forth below, attests that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes, as amended from time to time.

**[The remainder of this page is intentionally left blank.
Signature page follows.]**

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

By: _____
Anita Kane, Mayor

ATTEST

Valerie Oaks, Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney

CONTRACTOR:
Aquatic Vegetation Control, Inc., a
corporation authorized to do business in
the State of Florida

[Corporate Seal]

By: _____
Print Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of __ physical presence or __ online notarization this _____ day of _____, 20__ by _____ [individual's name] as _____ [title] of _____ [company], a corporation authorized to do business in the State of Florida, and __ who is personally known to me or __ who has produced the following _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Aquatic Vegetation Control, Inc. to the same.

Notary Public

Print Name: _____
My commission expires: _____

EXHIBIT 1

**South Florida Water Management District Contract
(inclusive of Exhibits “A” through “M,” totaling 56 pages)**

EXHIBIT 2

SCOPE OF SERVICES

Aquatic Vegetation Control, Inc. (“CONTRACTOR”) shall provide the following services to the Town of Loxahatchee Groves (“TOWN”) consistent with the scope and pricing of CONTRACTOR’s contract with the South Florida Water Management District, CONTRACT #4600004968:

- Aquatic vegetation management in the following water bodies located within the jurisdictional limits of the Town of Loxahatchee Groves:
 1. ‘A’ road canal from Southern Blvd to North Rd.;
 2. ‘B’ road canal from Southern Blvd to North Rd.;
 3. ‘C’ road canal from Southern Blvd to north Rd.;
 4. ‘D’ road canal from Southern Blvd to North Rd.;
 5. ‘E’ road canal from Southern Blvd to North Rd.;
 6. ‘F’ road canal from Southern Blvd to North Rd.;
 7. Folsom road Canal which runs along Folsom road from Crestwood Blvd. to 25th St. N.;
 8. Collecting Canal from ‘A’ Road to Folsom road;
 9. North road canal from ‘A’ Road to ‘G’ Rd. East; and
 10. ‘G’ Square Canals which are inclusive of ‘G’ road East from 25th St. N. to North road and ‘G’ road West from 25th St. N. to North Rd., North road from ‘G’ road West to ‘G’ Road East and 25th St. N. from ‘G’ road West to ‘G’ road East



SOUTH FLORIDA WATER MANAGEMENT DISTRICT CONTRACT

Item 10.

THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (hereinafter referred to as DISTRICT) HEREBY ENTERS INTO THIS CONTRACT WITH: Name: Aquatic Vegetation Control, Inc. Address: 1860 W. 10 th Street Riviera Beach, FL 33404 Project Manager: Salvador Medina Telephone No: (561) 845-5525 Email: sgillenwalters@avcaquatic.com Hereinafter referred to as: Contractor		This number must appear on all Invoices and Correspondence Contract 4600004968 SUBMIT INVOICES TO THE DISTRICT AT: apinvoice@sfwmd.gov SBE PARTICIPATION: N/A	
PROJECT TITLE: Ground Application Services			
The following Exhibits are attached hereto and made a part of this Contract: Exhibit "A" - General Terms and Conditions Exhibit "B" - Statement of Work Exhibit "C" - Rate Schedule Exhibit "D" - Unassigned Exhibit "E" - SBE Participation Schedules Exhibit "F" - SBE Utilization Report Forms Exhibit "G" - Unassigned Exhibit "H" - Insurance Requirements Exhibit "I" - Work Order Exhibit "J" - Unassigned Exhibit "K" - Unassigned Exhibit "L" - Unassigned Exhibit "M" - Unassigned			
TOTAL CONTRACT AMOUNT \$160,000,000.00		CONTRACT TYPE: WORK ORDER	
Multi-Year Funding (If Applicable) Fiscal Year: Oct. 1, 2023 – Sept. 30, 2024 \$4,000,000.00 Fiscal Year: Oct. 1, 2024 – Sept. 30, 2025* \$32,000,000.00 Fiscal Year: Oct. 1, 2025 – Sept. 30, 2026* \$32,000,000.00 *Subject to District Governing Board Annual Budget Approval		Fiscal Year: Oct. 1, 2026 – Sept. 30, 2027* \$32,000,000.00 Fiscal Year: Oct. 1, 2027 – Sept. 30, 2028* \$32,000,000.00 Fiscal Year: Oct. 1, 2028 – Sept. 30, 2029* \$28,000,000.00	
CONTRACT TERM: 3 Years RENEWAL OPTIONS: 2 One-Year Renewal Options		EFFECTIVE DATE: Last Date of Execution by the Parties	
District Project Manager: Ellen Allen Telephone No: (561)682-6130 Email: edonlan@sfwmd.gov		District Contract Specialist: Lorenzo Valdes Telephone No: (561) 682-2152 Email: Lovaldes@sfwmd.gov	
SUBMIT NOTICES TO THE DISTRICT AT: South Florida Water Management District Procurement Bureau 3301 Gun Club Road West Palm Beach, Florida 33406		SUBMIT NOTICES TO THE CONTRACTOR AT: Aquatic Vegetation Control, Inc. 1860 W. 10 th Street Riviera Beach, FL 33404	
IN WITNESS WHEREOF, the authorized representative hereby executes this Contract on this date, and accepts all Terms and Conditions under which it is issued.			
AQUATIC VEGETATION CONTROL, INC. Accepted By: <u>[Signature]</u> Signature of Authorized Representative Title: <u>Vice President</u> Date: <u>May 30, 2024</u>		SOUTH FLORIDA WATER MANAGEMENT DISTRICT BY ITS GOVERNING BOARD By: <u>[Signature]</u> Drew Bartlett, Executive Director Date: <u>6/6/24</u> By: <u>[Signature]</u> Candida Heater, Director Administrative Services Division Date: <u>03 June 2024</u> SFWMD OFFICE OF COUNSEL APPROVED By: <u>[Signature]</u> Date: <u>5/29/2024</u> SFWMD PROCUREMENT APPROVED By: <u>[Signature]</u> Date: <u>5-23-2024</u>	



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

Article 1 - The Work

1.1 Services Provided. The Contractor shall, to the satisfaction of the District, fully and timely perform all work items described in Exhibit B "Statement of Work" (the "Work"). It is the Contractor's responsibility to advise its employees or hired workers of the nature of the Work and Contractor shall determine the method, details and means of performing the Work. Contractor shall coordinate directly with the District Project Manager on all engagements with the media, stakeholders, elected officials, and the public regarding the Work Contractor is doing for the District. At no time should Contractor or subcontractors invite guests to District premises without written authorization by the District.

1.2 Work Orders. Exhibit I is a Work Order cover page. As actual services are identified by the District, the Contractor shall, upon request, prepare and submit to the District a detailed technical and cost proposal. Contractor shall include in its cost proposal a detailed breakdown adequate to substantiate all Contractor costs, including labor and expenses and shall incorporate any established rates specified in Exhibit C. The price negotiated by the parties for each Work Order will be the maximum consideration paid by the District for each authorized Work Order. Contractor must not commence any work prior to receipt of an authorized Work Order. The District does not guarantee or represent that any minimum number of Work Orders for any dollar amount will be issued as a result of this Contract. Contractor bears all risk of loss for its own cost overruns.

A. The District will only award a Work Order if:

- (1) The Statement of Work and the price is advantageous to the District in its sole discretion;
- (2) Qualified personnel are available within the required time frames;
- (3) Contractor has not had unsatisfactory performance on any previous Work Order(s) issued by the District; and
- (4) Contractor complies with the Small Business Enterprise provisions in Article 10 of this Contract.

B. The District has the right to make unilateral changes to any Work Order without the consent of the Contractor. The District may cancel any Work Order without liability to Contractor other than payment for Work accepted by the District up through the effective date of cancellation. The District may cancel a Work Order by providing 30 days advance written notice to the Contractor. The District may issue a Work Order revision at any time without providing 30 days written notice.

1.3 Substantiate Work. As part of the services to be provided by the Contractor under this Contract, the Contractor shall substantiate, in whatever forum reasonably requested by the District, the methodology, lab analytical examinations, scientific theories, data, reference materials, and research notes. The Contractor shall also substantiate any and all work completed, including but not limited to, work completed by subcontractors, assistants, models, concepts, analytical theories, computer programs and conclusions utilized as the basis for the final work product required by the Contract. This paragraph shall survive the expiration or termination of this Contract.

1.4 Time is of the Essence. Time is of the essence in the performance of each and every obligation under this Contract.

1.5 Presentations by Contractor. Contractor shall submit any manuscripts, technical publications, presentation slides or other documents resulting from or related to the Work performed under this Contract



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

to the District for review and approval prior to publication by the Contractor in any forum or format. This paragraph shall survive the expiration or termination of this Contract.

1.6 Use of Data. Any use of data gathered under this Contract that has not been through the quality assurance/quality control validation described in Exhibit B will be at the Contractor's own risk and shall not make reference to the District. This paragraph shall survive the expiration or termination of this Contract.

1.7 A. Cultural Resources. If applicable, the District will identify known historic, archeological and cultural resources within the Contractor's work area(s) and the District will designate it as a "sensitive environmental area" in the Work Order. If so designated, the Contractor shall install protection for these resources and is responsible for their preservation during the Work Order's duration. The Contractor shall not distribute maps or other information on these resource locations except for distribution among the Contractor's staff with a "need to know" technical responsibility for protecting the resources.

B. Inadvertent Discoveries. If, during the performance of Work, the Contractor observes items that may have historic or archeological value, such observations shall be reported immediately to the District so that the appropriate staff may be notified and a determination for what, if any, additional action is needed. Examples of historic, archeological and cultural resources are bones, remains, artifacts, shell, midden, charcoal or other deposits, rocks or coral, evidences of agricultural or other human activity, alignments, and constructed features. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent his employees from further removing, or otherwise damaging, such resources. Upon discovery and subsequent reporting of a possible inadvertent discovery of cultural resources, the Contractor shall work well away from and otherwise avoid the area of interest.

1.8 Use by Other Florida Governmental Entities. Contractor may provide services to other governmental entities pursuant to the terms and conditions of this Contract. These governmental entities include other water management districts, state of Florida agencies, universities, counties, school boards, municipalities, special districts, and other local public agencies or authorities. References to the South Florida Water Management District in the contract will be replaced with the name of the purchasing entity and the District will not be a party to any other governmental entity's contract to purchase. Nor will the District be responsible for payment for any goods or services delivered or performed for any other governmental entity that uses Contractor services pursuant to this paragraph.

Article 2 - Work Involving District Facilities or Equipment

2.1 Policy Code Acknowledgement. In the event Contractor's employees or hired workers are authorized to perform services on-site at District facilities or using District equipment, the Contractor must comply with all applicable District policies and standards of conduct listed in Attachment 1 to Exhibit A titled "Contractor Policy Code Acknowledgment." Contractor shall require each individual performing work to execute the Attachment 1 form.

2.2 Background Checks. The Contractor shall conduct thorough background checks for all of the Contractor's employees or hired workers who will be working on any District site. Prior to contract execution, Contractor shall submit Attachment 2 to Exhibit A titled, "Contractor's Affidavit, Work Involving District Facilities or Equipment" to certify compliance with Article 2. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with Section 11.5. After reviewing the



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

results of the background check, the Contractor shall determine whether the Contractor's employee and/or hired worker meets the necessary criteria for the position. Prior to allowing any employees or hired workers to work on-site at District facilities, the Contractor must provide written verification to the District that a complete background check, as described above, was conducted for any such employee or hired worker. The Contractor shall recertify compliance of the Contractor Affidavit every three months or until expiration of the contract. The Contractor shall advise the District of any potential violation of the compliance of the Affidavit. The Contractor will place the above language in any contract that it has with its subcontractor and is responsible for its enforcement.

2.3 District Critical Structures. If the project or work under this Contract requires that the Contractor or its agents have unrestricted access to any District critical structures, Contractor shall ensure that those individuals must complete a fingerprint-based criminal history check, pursuant to Section 373.6055, Florida Statutes in order to qualify for such unrestricted access. Fingerprints shall be submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing. The results of each fingerprint-based criminal history check shall be reported to the District. The individuals who must undergo the fingerprint-based criminal history check shall not have unrestricted access to a critical structure until the fingerprint process is complete and the individual(s) are cleared and thereby qualified for access. The criminal violations that will prohibit unrestricted access to a District critical structure(s) are outlined in subparagraphs 3 (c) (1) and 3 (c) (2) of Florida Statute 373.6055. If a Contractor or subcontractor's employees or agents will only have access to District critical structures when accompanied by appropriate District staff, a fingerprint-based criminal history check is not required.

2.4 Access Keys. In the event the District provides the Contractor with keys to access any District structures or Rights-of-Way through its key permitting system, the District will require a deposit for the keys. If the Contractor loses any keys provided by the District, the District may assess the Contractor for its costs to replace the keys and the locks and may deduct it from the amount the District owes to the Contractor for the Work or may subtract these costs from the deposit, if one is collected. Repeated loss of keys may also be used as a basis for deeming the Contractor as non-responsible in any bid or proposal.

2.5 ID Badges. In the event that the District provides the Contractor with an identification badge to access any District office, structure or Right-of-Ways through its badge access system, Contractor will use its best efforts to safeguard the identification badge throughout the period of performance of this contract/purchase order. Contractor shall be required to return the identification badge to the District's Security Office immediately upon completion of work or termination of its contract/purchase order with the District. Should the Contractor lose the identification badge provided by the District, Contractor shall immediately report the loss to the District. District will determine, at that time, if a replacement identification badge may be reissued. The Contractor will place the above language in any contract that it has with its subcontractor and is responsible for its enforcement. Repeated loss of identification badge or failure to return identification badge upon completion of work or termination of its contract/purchase order with the District, shall result in Contractor breach of its contract/purchase order and/or may be used as a basis for deeming the Contractor as non-responsible in conjunction with bid or proposal submissions. This paragraph shall survive the expiration or termination of this contract.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

Article 3 - Compensation

3.1 The total consideration for all work required by the District pursuant to this Contract shall not exceed the amount as indicated on the cover/signature page of this Contract. Such amount includes all expenses which the Contractor may incur and therefore no additional consideration shall be authorized. Travel expenses are not anticipated. However, in the event any travel is required by members of the Contractor's staff to fulfill its performance of the terms and conditions of this Contract, such travel shall require prior written authorization by the District. The District shall only reimburse the Contractor for travel expenses, including transportation, lodging, food, and incidental expense to the extent provided under Chapter 112, Florida Statutes and the District's Travel Policy Chapter 201, Article VI. A completed "Travel Expense Voucher", attached hereto as Exhibit J, or similar form, together with copies of receipts to support travel expenses must accompany all requests for travel reimbursement.

3.2 Annual Funding. Funding for each year of this Contract is subject to District Governing Board budget appropriation. If the Governing Board does not approve funding for any subsequent fiscal year, this Contract will terminate immediately after the District pays the last payment authorized under the current fiscal year funding.

3.3 Multiple Contracts. Multiple contracts have been awarded to other firms for the services to be provided under this Contract. The "Total Contract Amount" stated on the cover page of this Contract represents funding that may be used among the multiple contracts awarded by the District and in no way represents the amount to be paid under this Contract through any Work Order(s) that may be issued throughout the Contract term.

Article 4 - Invoicing and Payment

4.1 The Contractor shall submit the invoices pursuant to the schedule outlined in the Payment and Deliverable Schedule, attached to each Work Order. In the event the schedule does not specify fixed payment on a completion of deliverable basis, all labor shall be invoiced using the hourly rates specified by labor category in the Exhibit C, Rate Schedule. All invoices shall be substantiated by adequate supporting documentation to justify hours expended and expenses incurred within the not-to-exceed budget including, but not limited to, copies of approved timesheets, payment vouchers, expense reports (included approved travel costs, if applicable), receipts and subcontractor invoices in accordance with Attachment 1 to Exhibit C. Absence of proper documentation may result in non-payment or audit and return of prior payments.

4.2 Invoice Requirements. Contractor shall send its invoices and any attachments to APIInvoice@sfwmd.gov and a copy to vegmanagement@sfwmd.gov. All invoices must reference the Contractor's legal name as authorized to do business with the State of Florida; District's Contract Number, Purchase Order (PO) Number and Work Order Number as specified on the cover/signature page of the Work Order; a unique invoice number not previously used; date; a description of the services performed, and the amount to be invoiced. Contractor shall: 1) submit invoices using a pdf file at a resolution of no less than 300 dpi; 2) name the pdf file with the Contractor's name and the PO number; 3) include the PO number and Invoice number in the subject line of the email. If email or pdf filing is not possible, the Contractor must provide the above to the following address:



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

*South Florida Water Management District
Accounts Payable
P.O. Box 24682
West Palm Beach, FL 33416-4682*

Contractor must submit its invoices in compliance with the requirements of this subsection and all other terms and conditions of this Contract in order to receive prompt payment by the District as described in the applicable sections of Chapter 218, Florida Statutes. Contractor's failure to follow the instructions set forth in the Contract regarding a proper invoice and acceptable services and/or deliverables may result in an unavoidable delay in payment by the District.

4.3 Contract Commencement. Unless otherwise stated herein, the District shall not pay for any obligation or expenditure made by the Contractor prior to the commencement date of this Contract or prior to receipt of authorized Work Order(s), unless the District authorizes such payment in writing.

4.4 Early Payment Discounts. Any early payment discount offered by the Contractor must be clearly indicated on the invoice, including the percentage of the discount and the time period for which the discount is valid. The District reserves the option to accept such early payment discounts.

Article 5 - Notice and Project Management

5.1 Notice. The parties shall direct all technical matters arising in connection with the performance of this Contract, other than invoices and notices, to the attention of the respective Project Managers specified on the cover/signature page of the Contract for attempted resolution or action. The Project Managers are responsible for overall coordination and oversight relating to the performance of this Contract. The Contractor shall direct all administrative matters, including invoices and notices, to the attention of the District's Contract Specialist listed on the cover/signature page of the Contract. All notices, demands, or other communications to the Contractor under this Contract shall be in writing and shall be deemed received if sent by electronic mail, US Mail or overnight carrier, or otherwise required by law. All notices to the District under this Contract shall be in writing. The Contractor shall provide all notices to the persons listed on the cover page of this Contract. All notices required by this Contract shall be considered delivered *upon receipt*. Should either party change its address, written notice of such new address shall promptly be sent to the other party. All correspondence to the District under this Contractor shall reference the District's Contract number.

5.2 Replacing Personnel. At its sole discretion, the District may order the immediate replacement of any individual(s) working for the Contractor on this Contract. The District may take this action without providing a reason for requesting the replacement of any individual(s). The Contractor may propose a replacement for the individual(s), subject to District approval. The Contractor will place the above language in any contract that it has with subcontractors. The Contractor will enforce the replacement of subcontractor personnel upon request by the District.

Article 6 - Indemnification and Insurance

6.1 Indemnification. The Contractor will fully defend, indemnify, save, and hold the District, its board members, agents, assigns, and employees, harmless from all claims of any sort or nature, including but not limited to, all damages, losses, fines, penalties, liabilities, expenses, costs, and attorney's fees, arising out



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

of or in any way related to this Contract. The Contractor is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitees and employees with the terms of this Contract. This paragraph survives the termination or expiration of this Contract.

6.2 Insurance. The Contractor shall procure and maintain, through the term of this Contract, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the District's Insurance Requirements, attached as Exhibit H and made a part of this Contract. The coverage required shall extend to all employees and subcontractors of the Contractor. Prior to the execution of this Contract, the Contractor shall provide a Certificate of Insurance for such coverage to the District for approval, indicating the producer, insured, carrier's name, and BEST rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by the insurance carrier's authorized representative and shall identify the District as added insured as required.

The Respondent shall indemnify as well as identify the District, Cemex Construction Materials Florida, LLC, Florida Rock Industries, Inc. d/b/a Vulcan Materials Company, APAC Southeast, Inc. d/b/a Preferred Materials, Inc., Tarmac American, LLC d/b/a Titan America, LLC and any other lands not owned by the District identified in a Work Order as an additional insured on all insurance policies required by SFWMD upon Contract execution.

Mr. Gian Muniz
Cemex Construction Materials Florida, LLC
13292 N.W. 118th Avenue
Miami, FL 33178

Ms. Lori Sanville
Florida Rock Industries, Inc. d/b/a Vulcan Materials
P.O Box 4667
Jacksonville, FL 32201

Mr. Gary Yelvington
APAC Southeast, Inc. d/b/a Preferred Materials, Inc.
Conrad Yelvington Distr. LLC
2326 Bellevue Avenue
Daytona Beach, FL 32114

Ms. Shelby Olsen
Tarmac American LLC d/b/a Titan America,
11000 Northwest 121 Way
Medley, FL 33178

6.3 Misrepresentations about Insurance. Contractor must obtain an insurer that is qualified to lawfully conduct business in the State of Florida. Failure of the District to notify the Contractor that the certificate of insurance does not meet the Contract requirements shall not constitute a waiver of the Contractor's responsibility to meet the stated requirement. In addition, receipt and acceptance of the Certificate of Insurance by the District shall not relieve the Contractor from responsibility for adhering to the insurance limits and conditions of insurance required within this Contract. In the event Contractor misrepresents any material fact, whether intentional or not, regarding the Contractor's insurance coverage, policies or capabilities, the District may terminate this Contract.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

Article 7 - Termination and Remedies

7.1 Termination by the District for Cause. If the Contractor materially fails to fulfill its obligations under this Contract, the District will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Contractor has thirty (30) days to cure the breach. If the Contractor fails to cure the breach within the thirty (30) day period, the District will issue a Termination for Default Notice. After the District sends a Termination for Default Notice, the District's Governing Board will determine whether the Contractor should be suspended from doing future work with the District as provided in Rules 40E-7.214 – 40E-7.219, Florida Administrative Code. If the District terminates for default, the District is entitled to recover its procurement costs in addition to all other legal remedies.

7.2 Work Order Termination by the District for Cause. Should the services provided by the Contractor fail to meet the expectations of the District's Project Manager, the Contractor shall have a period of ten (10) working days from the date notice is given to the Contractor by the District, to correct all deficiencies in the Contractor's services under the Work Order. All corrections shall be made to the satisfaction of the District Project Manager. Inability to correct all deficiencies within the specified ten (10) days shall be good and sufficient cause to immediately terminate the Work Order without the District being liable for any and all future obligations under the Work Order as determined by the District at its sole discretion. The District, in its judgment, may elect to compensate the Contractor for any accepted work product through the date of termination of an authorized Work Order, provided it is in a form that is sufficiently documented and organized that the District can use to complete the Work.

7.3 Termination by the District for Convenience. The District may terminate this Contract in whole or in part, with or without cause at any time for convenience upon thirty (30) calendar days' prior written notice to the Contractor. The Notice of Termination will specify what work is terminated and the date upon which the termination becomes effective. In the event of termination for convenience, the District shall compensate the Contractor for all authorized and accepted deliverables completed through the date of termination. The District will be relieved of all future obligations under this Contract, including but not limited to actual damages and consequential damages, lost profits and any alleged delay damages. The District may withhold all payments to the Contractor until the District verifies the work completed and determines the exact amount due to the Contractor.

7.4 Mediation. In the event a dispute arises which the project managers cannot resolve between themselves, the parties may submit to nonbinding mediation. The mediator shall be impartial, shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

7.5 Stop Work. The District may order that all or part of the work stop if the District determines that it is in its best interest. This provision does not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Contractor to the District. If this provision is invoked, the District shall notify the Contractor in writing to stop work as of a certain date and describe the reasons for the action, which shall not be arbitrary or capricious. The Contractor must then suspend all work efforts as of the effective date of the notice and until it receives further written direction from the District. If the District elects to resume the work, it will initiate an amendment to this Contract or Work Order to reflect any changes to the Statement of Work and the project schedule.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "A"

GENERAL TERMS AND CONDITIONS

Article 8 - Records and Ownership

8.1 Records Maintenance. The Contractor shall maintain records and the District shall have inspection and audit rights as follows:

A. Maintenance of Records. The Contractor shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Contract including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this Contract.

B. Examination of Records. The District or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Contract. Such examination may be made only within five (5) years from the date of final payment under this Contract and upon reasonable notice, time and place.

C. Extended Availability of Records for Legal Disputes. In the event that the District should become involved in a legal dispute with a third party arising from performance under this Contract, the Contractor shall extend the period of maintenance for all records relating to the Contract until the final disposition of the legal dispute, and all such records shall be made readily available to the District.

D. Audit Findings. In the event the District exercises its right hereunder to audit the Contractor's financial and accounting records within a period of one (1) year following the completion or termination date of this Contract, and such audit results in the proper disallowance of costs based on the auditor's finding(s), the Contractor shall be obligated to refund the District for such disallowances upon demand. At its option, the District shall also have the right to reduce payments due to the Contractor under this Contract by the amount of any disallowance resulting from audits conducted under this Contract.

E. Applicability to Authorized Agents. In the event that any of the Work is delegated by the Contractor, the Contractor hereby agrees to include in any such contract a provision requiring such vendor, contractor, agent and/or subcontractor to agree to the same requirement for records retention, inspection and audit rights as set forth in this Article 8.

8.2 Public Records. Contractor's Duties Regarding Public Records:

A. Compliance with Florida Laws. Contractor must provide public access to all records concerning this Contract according to applicable Florida laws including Chapter 119, Florida Statutes. If Contractor asserts any exemptions to Florida's public records laws, Contractor has the burden of establishing and defending the exemption. Contractor's failure to comply with this section is a breach of this Contract.

B. Recordkeeping and Public Access: Under the applicable sections of Chapter 119, Florida Statutes a request to inspect or copy public records relating to a District contract for services must be made directly to the District. In addition, Contractor must: (1) keep and maintain public records required by the District in order to perform the service; (2) upon request from the District's custodian of public records, provide the District 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 by law; (3) ensure that public



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

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records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the District; and (4) transfer, at no cost, to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the District upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District. At the conclusion of the Contract with the District, Contractor shall provide all applicable records associated with this Contract on electronic media (USB flash drive).

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER (561) 682-2729, EMAIL ADDRESS PUBLICRECORDS@SFWMD.GOV AND MAILING ADDRESS: 3301 GUN CLUB ROAD, WEST PALM BEACH, FL 33406.

8.3 Ownership of Work. The District shall retain exclusive title, copyright, patent, and other proprietary rights in all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the Contractor, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Work. In consideration for the District entering into this Contract, and other good and valuable consideration the sufficiency and receipt in full of which is hereby acknowledged by the Contractor, the Contractor hereby assigns, transfers, sells, and otherwise grants to the District any and all rights it now has or may have in the Work (the "Grant"). This Grant shall be self-operative upon execution by the parties hereto, however the Contractor agrees to execute and deliver to the District any further assignments or other instruments necessary to evidence the Grant, without the payment of any additional consideration by the District. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. This paragraph shall survive the termination or expiration of this Contract.

Article 9 - Equipment, Computer Hardware, and Software

9.1 Purchased Equipment. The Contractor shall provide the District's Project Manager with a detailed list of any equipment purchased with District funding. Equipment purchased by the Contractor with District funding under this Contract shall be returned and title transferred from the Contractor to the District immediately upon termination or expiration of this Contract unless written authorization to retain the equipment is provided by the District. The Contractor will maintain any such equipment in good working condition while in its possession and will return the equipment to the District in good condition, less normal wear and tear. The Contractor will use its best efforts to safeguard the equipment throughout the period of performance of this Contract. However the District will not hold the Contractor liable for loss or damage due



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to causes beyond the Contractor's reasonable control. In the event of loss or damage, the Contractor shall notify the District in writing within five (5) working days of such occurrence.

9.2 Shared Equipment. In the event the Work involves Contractor's use of District equipment, or the District's use of Contractor's equipment, Attachment 2 to Exhibit B, Statement of Work is a list of all devices, tools, machinery, computer hardware, and software owned or held as either a lessee or licensee by each party and which may be used by the other party during the term of this Contract (the "Equipment") and the current market value of each item. Contractor is authorized to use the Equipment only for those purposes identified in Exhibit B. When the Contract expires or is terminated, the Contractor shall promptly return all Equipment to the District at the Contractor's expense.

9.3 Contractor's Use of District Equipment. Contractor represents that it has read, understands, and will comply with the section of the Contractor Policy Code Acknowledgement (Attachment 1 to the Exhibit A Statement of Work) that deals with the use of District IT resources which applies to the use of the Equipment. Contractor shall maintain the Equipment in good working condition while in its possession and will return the Equipment to the District upon request by the District or upon termination or expiration of this Contract in good working condition, less normal wear and tear. All Equipment is provided to the Contractor "as is", "where is" and "with all faults." Contractor assumes all responsibility for safeguarding the Equipment including loss or damage and its proper use throughout the term of this Contract. In the event of loss or damage, the Contractor shall notify the District in writing within five (5) working days of such occurrence. Contractor shall provide the District with 100% of the current market value as stipulated in Attachment 5 to Exhibit B in the event any of the Equipment is lost, stolen, or irreparably damaged.

9.4 Software. The District owns or has acquired the right to use certain software under license from third parties ("District Software"). For purposes of this Contract, the District may permit the Contractor access to District Software on District computer systems. Contractor acknowledges the proprietary nature of District owned and licensed software and agrees not to reproduce District Software or provide it to any third party. Contractor's use of or access to District Software is restricted to designated District owned systems or equipment. Contractor shall not remove any copy of District Software. If the District will be using Contractor's software listed in Attachment 2 to Exhibit B ("Contractor's Software"), Contractor represents and warrants that it has the legal right to allow the District to use Contractor's Software and allows the District to use it during the term of this Contract without an additional fee.

Article 10 - Small Business Enterprise (SBE) Utilization

10.1 SBE Subcontractor Utilization. The District has implemented a Small Business Enterprise Program as part of the District's competitive solicitation and contracting activity in accordance with District Rules 40E-740E-7.668-.678, Florida Administrative Code ("SBE Rule"). Contractor shall maintain the level of SBE participation indicated on the cover/signature page of this Contract. At any time during the term of this Contract, the District may request information on the SBE status of the Contractor and any of its subcontractors. The Contractor shall notify the District immediately of any change in the status of the Contractor or any subcontractor that could affect the Contractor's SBE status or the Contractor's ability to comply with the SBE requirements of this Contract including gross revenue and licensing.

10.2 SBE Subcontractor Utilization Plan. At the time the District requests Contractor to undertake a Work Order with an SBE goal, the Contractor shall identify all SBE firms which will be utilized as subcontractors on that Work Order. The Contractor as the prime and each SBE subcontractor shall be listed in the Subcontractor Utilization Plan and submitted to the District with the Work Order cost proposal. The



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list of the SBE's in the SBE Subcontractor Utilization Plan shall constitute the Contractor's representation to the District that the SBE firms are technically and financially qualified and available to perform the assigned work. The SBE Subcontractor Utilization Plan shall consist of the following District forms and information as submitted by the Contractor as part of the Work Order process:

1. *Small Business Enterprise Subcontractor Participation Schedule (Form No. 0956).*
2. *Statement of Intent to Perform as a Small Business Enterprise Subcontractor (Form No. 0957)* for **each** firm that is substituted or added.

Items (1) through (2) above are hereinafter collectively referred to as the "SBE Subcontractor Utilization Plan". Items (1) and (2) are attached hereto as Exhibits E1 and E2, respectively, and made a part of this Contract. A Work Order will not be executed with a Prime Contractor whose cost proposal does not meet the established goal for that work order.

10.3 Subcontractor Substitution and Addition. The Contractor must notify the District's Small Business Enterprise staff prior to substituting or adding an SBE subcontractor for any reason, or otherwise modifying the SBE Plan as defined above. If the Contractor wishes to amend its "SBE Subcontractor Utilization Plan," it must submit to the District an amended version of the following:

1. *Small Business Enterprise Subcontractor Revised Participation Schedule (Form No. 1373)* attached as Exhibit E3.
2. *Statement of Intent to Perform as a Small Business Enterprise Subcontractor (Form No. 0957)* for each firm that is substituted or added.

10.4 SBE Reporting. The Contractor shall submit with each invoice a completed SBE Subcontractor Utilization Report form, attached as Exhibit F1. Separate Utilization Reports must be submitted for each Work Order. In addition, the Contractor shall also provide, upon request cancelled checks or check register photocopies, or any other valid form of documentation that provides proof of payment made to each SBE subcontractor. The Contractor shall submit a completed Final SBE Subcontractor Utilization Report form, attached as Exhibit F2, at the time a final invoice is submitted for each completed Work Order. All reports must be submitted to the SBE Compliance Specialist in the Procurement office in the District's West Palm office listed on the cover page of the Contract.

10.5 Compliance. Contractor must comply with the SBE Subcontractor Utilization Plan for each Work Order and the District will monitor compliance with it and the SBE rules. The Contractor shall maintain the level of SBE utilization as established in the Contractor's Work Order SBE Subcontractor Utilization Plan. Compliance shall include all Work under this Contract including amendments, change orders, and Work Orders. Failure to comply with the SBE requirements of this Contract will be considered a material breach of Contract and may result in suspension or debarment under District Rule 40E-7.218 Florida Administrative Code.

10.6 Not-To-Compete Agreements. The Contractor is prohibited from entering into any agreements with an SBE subcontractor in which the SBE subcontractor has agreed not to provide subcontracting quotations to other respondents or potential respondents.



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Article 11 - Contractor's Representations

11.1 No Discrimination. The Contractor and its agents will not discriminate against any person on legally protected bases in any activity under this Contract.

11.2 Convicted Felons & Discriminatory Vendor List. The Contractor attests that neither it, nor any of its suppliers, subcontractors, or Contractors who shall perform work which is intended to benefit the District is a convicted vendor or has been placed on the discriminatory vendor list. If the Contractor or any affiliate of the Contractor has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months must have passed since that person was placed on the convicted vendor or discriminatory vendor list. The Contractor further understands and accepts that this Contract shall be either void by the District or subject to immediate termination by the District, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133, Florida Statutes, and Section 287.134. The District, in the event of such termination, shall not incur any liability to the Contractor for any work or materials furnished.

11.3 Scrutinized Companies. Contractor shall comply with sections 287.135, Florida Statutes. The Contractor further understands and accepts that this Contract shall be either void by the District or subject to immediate termination by the District in the event there is any misrepresentation or false certification on the part of the Contractor. The District, in the event of such termination, shall not incur any liability to the Contractor for any work or materials furnished.

11.4 No Contingency Fees. The Contractor warrants that it has not employed or retained any person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract. Further the Contractor warrants that it has not paid or agreed to pay any person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this Contract. For breach of this provision, the District may terminate this Contract without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

11.5 E-Verify. Contractor has verified that its employees are authorized to work in the U.S. and certifies that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to the Department of Homeland Security, U.S. Citizenship, and Immigration Services Form I-9. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

11.6 Antitrust Violations. Contractor must comply with section 287.137, Florida Statutes. A Contractor or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not be awarded or perform work as a Contractor under a Contract with the District.

Article 12 - Prohibitions

12.1 District Tax Exempt Certificate. The Contractor shall not use the District's exemption certificate number issued pursuant to the applicable sections of Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the District. The Contractor is responsible for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract. In the event



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the Contractor is a sole proprietor, the Contractor is responsible for submitting quarterly returns to the Federal Government.

12.2 Pledge of District Credit. The Contractor shall not pledge the District's credit or make the District a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the District's credit includes the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

12.3 Employment Solicitation. Contractor shall not directly or indirectly, or through any other person, agency, company or organization solicit the project manager or any of the evaluation committee members who selected the Contractor, to undertake employment with it, its parent company, or any subsidiary company or any affiliated company during the performance of this Contract. The District is committed to ensuring that its employees abide by the Florida Code of Ethics and, as such, the District does not condone offers of employment made by Contractor to District employees in exchange for the award of District work. Further, the District is committed to avoiding even the appearance of impropriety which could arise when an offer of employment is made after the award of District work.

12.4 Publications Regarding the Work. Contractor may use the District's name in marketing materials for the purpose of publicizing contract awards; however, Contractor is prohibited from obtaining affirmations from District staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the Contractor as well as the products and/or services offered by the Contractor. The District, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. Contractor is strictly prohibited from releasing any statements to the media regarding work performed under this Contract without the review, and the express prior written approval of the District.

12.5 No Lobbying. Under the applicable sections of Chapter 216, Florida Statutes, the Contractor is prohibited from using any funds under this Contract to lobby the Legislature, the judicial branch or a state agency.

12.6 Promoting Project Objectives. Contractor, its employees, subcontractors, and agents shall refrain from acting adverse to the District's interest in promoting the goals and objectives of this project. Contractor shall take all reasonable measures necessary to effectuate these assurances. In the event Contractor determines it is unable to meet or promote the goals and objectives of the project, it shall immediately notify the District and the District, may then in its discretion, terminate this Contract.

Article 13 - General Provisions

13.1 Independent Contractor. The Contractor is an independent contractor and neither party is considered an employee or agent of the other party. Nothing in this Contract will be interpreted to establish any relationship other than that of independent contractor between the parties and their respective employees, agents, subcontractors, or assigns during or after the performance on this Contract. Both parties are free to enter into contracts with other parties for similar services. In the event the Contractor is providing staff who will be working on-site at District facilities, the District will not pay the Contractor staff any direct remuneration, expense reimbursement or compensation of any kind. Contractor, its officers, agents, and employees, are not entitled to any employment benefits from the District. Contractor waives and agrees



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not to make any claim to participate in any of the District's employee benefits or benefit plans should Contractor or any of its officers, agents, or employees be adjudicated for any reason to be an employee of the District. Contractor shall exclusively provide all benefits available to Contractor or Contractor's staff. The Contractor shall provide all billing, collection, payroll services and tax withholding, among other things, for all Contractor staff performing services under this Contract.

13.2 Compliance with Laws. The Contractor, its employees, subcontractors, and agents, shall comply with all applicable federal, state, and local laws, regulations, and requirements relating to the performance of this Contract including those pertaining to safety, labor and unemployment. The District undertakes no duty to ensure such compliance, but will attempt to advise the Contractor, upon request, as to any such laws of which it has present knowledge. The Contractor is responsible for the compliance of its subcontractors with this section.

13.3 Applicable Laws and Venue. The laws of the State of Florida shall govern all aspects of this Contract. The exclusive venue for any dispute(s) arising out of or related to this Contract shall be in a court of competent jurisdiction located in Palm Beach County, Florida.

13.4 Waiver of Jury Trial. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Contract and the transactions it contemplates. This waiver applies to an action or legal proceeding, whether sounding in contract, tort or otherwise.

13.5 Permits and Authorizations. The Contractor shall obtain all required federal, state, local, and other governmental approvals, as well as all necessary private authorizations and permits, prior to the commencement of performance of this Contract. A delay in obtaining permits shall not give rise to a claim by the Contractor for additional compensation. If the Contractor is unable to obtain all necessary permits in a timely manner, either party may elect to terminate this Contract, each party to bear its own costs, despite any other provisions of this Contract to the contrary.

13.6 Force Majeure. The parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect. This provision shall not apply if the "Statement of Work" of this Contract specifies that performance by Contractor is specifically required during the occurrence of any of the events herein mentioned.

13.7 Exhibits and Inconsistencies. All Exhibits attached to this Contract are incorporated and are part of the Contract. Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

- A. Exhibit A General Terms and Conditions
- B. Exhibit B Statement of Work
- C. All other exhibits, attachments and documents incorporated into this Contract



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13.8 No Third Party Beneficiaries. This Contract is solely for the benefit of the Contractor and the District. No person or entity other than the Contractor or the District shall have any rights or privileges under this Contract in any capacity whatsoever, either as third-party beneficiary or otherwise.

13.9 Assignment. Contractor shall not assign, delegate, sublease or otherwise transfer any portion of its rights and obligations as set forth in this Contract without prior written consent of the District. Any attempted assignment in violation of this provision shall be void.

13.10 Waiver. No waiver of any term of this Contract constitutes a waiver of any other provision, whether similar or dissimilar. No waiver of any term constitutes a continuing waiver. No waiver is binding unless signed in writing by the waiving party.

13.11 Severability. If any term of this Contract is for any reason invalid or unenforceable, the rest of the Contract remains fully valid and enforceable.

13.12 Entire Contract. This Contract constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreement, representations, and undertaking. No supplement, modification, or amendment of this agreement will be binding unless it is in writing and signed by both parties.

13.13 Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

13.14 Interpretation. Unless the context requires otherwise: The term "including" contemplates "including but not limited to."

13.15 Survival. All provisions of this Contract which by their terms bind either party after the expiration or termination of this Contract shall survive the expiration or termination of this Contract.

13.16 Contract Renewal. In the event this Contract provides for renewal options as stated on the cover page of this Contract, the District, in its sole discretion, may exercise any of the renewal options by executing an amendment to this Contract.

South Florida Water Management District

Contractor Policy Code Acknowledgement

I am aware that District Information Technology resources are the property of the District, and as a result, I have no right to privacy or expectation of privacy when using and/or connecting to District Information Technology resources. I am aware that the District may audit, access, and review all data and/or communications transmitted through or residing on District Information Technology resources or any equipment or resources attached thereto, including e-mail and voicemail messages, at any time. I am aware that use of passwords or encryption does not restrict the District's right to access or disclose such communications, and that the District shall disclose the information to third parties as required by law.

When authorized to do so I accept all risks and responsibilities associated with using and/or connecting non-District resources or equipment to District Information Technology resources. **In regard to such non-District resources or equipment, I agree to the following:**

In the event of a security breach, I authorize the District to take immediate action to reduce the District's exposure.

I further authorize the District to perform inspections as deemed necessary to ensure the safety and security of District data and/or Information Technology resources, and to ensure that any software or other similar intellectual property is duly licensed for use.

I understand the District will require virus-detection software in accordance with its own specifications, and I agree to comply.

I indemnify and hold the District harmless from theft or damage incurred while on District properties or premises.

Information or work products or related derivative works developed by me specifically for the District, whether or not reduced to writing by me, constitute works made for hire to the extent permissible by law and will become the sole property of the District, including all intellectual property rights thereto. I acknowledge that the District claims sole ownership and rights to all such materials.

I am aware that the District's Policies and Procedures Code and any other District practices are subject to change or modification by the District, solely at its discretion, as deemed appropriate and necessary. I understand that no supervisor or other official of the District has the authority to enter into any agreement with Contractors, or to make any agreement contrary to the foregoing.

I acknowledge that I have read and understand the above, and I agree to accept the terms and conditions as a stipulation of my services or contractual obligations to the District. This Acknowledgement shall be considered an integral part of Contract/Work Order/Purchase Order # 4600004968

Any violation of this Acknowledgement shall be considered a breach of the foregoing Contract/Work Order/Purchase Order as well as a violation of District policies. I am aware that if I violate these mandates, penalties may include disciplinary action up to and including immediate termination of my services and/or Contract/Work Order/Purchase Order with the District, and the District may pursue whatever other legal remedies are available to it pursuant to the terms of the Contract/Work Order/Purchase Order.

Aquatic Vegetation Control, Inc.

Firm Name (Prime Contractor)

Salvador Medina

Representative's Name (Print)

Representative's (Signature)

5/30/2024

Date

ATTACHMENT 1 TO EXHIBIT "A"**South Florida Water Management District****Contractor Policy Code Acknowledgement**Name (Print) Aquatic Vegetation Control, Inc.Contract/Work Order/Purchase Order # 4600004968

Contractors, Vendors and Consultants (hereafter referred to collectively as "Contractor(s)") engaged to do business with the South Florida Water Management District (the "District") using District equipment and/or working on District premises, property or facilities must comply with the rules and regulations of the District's Policy & Procedure Code.

As the Contractor's representative, without limitation thereto, I, Salvador Medina
(Contractor) acknowledge that I have received and reviewed the following:

Whistle-Blowers Policy, Chapter 101, Article V. Section. 101-101 through 101-113.

Equal Employment Opportunity and Harassment Policy, Chapter 120, Article I. Section 120-3.

Standards of Conduct Policy, Chapter 120, Article III. Section 120-62.

Corrective Action Policy, Chapter 120, Article III. Section 120-63.

Drug-Free Workplace Policy, Chapter 120, Article III. Section 120-73.

Chapter 130, Information Technology: Acceptable Use of Information Technology and Telecommunications Policy; Electronic Mail Policy; and, Intellectual Property and Works-Made-For-Hire Policy

Information Technology Security Procedures, Chapter 230, Article II. Section 230-21 through 230-27.

In the course of conducting business with the District, I understand that Contractors must be aware of and comply with the State of Florida Public Records Law (Chapter 119, Florida Statutes), the Government-in-the-Sunshine Law (Chapter 286.011, Florida Statutes) and the Code of Ethics (Chapter 112, Florida Statutes).

I am aware that Contractors are prohibited from soliciting or lobbying for additional work while engaged to do business with the District. I acknowledge that this behavior interferes with the efficient performance of my responsibilities under the terms of my contractual obligations with the District, and that it may provide me or my company with a competitive advantage. Both my employer and I understand that lobbying for additional work while under contract with the District may eliminate me and/or my company from award of future solicitations.

I recognize and understand that District Information Technology resources, including but not limited to computers, telephones, radios, mobile phones and other communication systems and devices, are the property of the District, and should be used for the purposes of conducting bona fide District business only.

I recognize and understand that no remote access technology or device is to be attached to District Information Technology resources or the information technology systems infrastructure to effect access without the express authorization of the Information Technology Department Director or Information Technology Senior Advisor or their duly authorized delegates. Non-District equipment or other resources used by me to connect to District Information Technology resources, systems or services will be subject to the same laws, rules and regulations as District-owned Information Technology resources.

sfwmd.gov

ATTACHMENT 2 TO EXHIBIT "A"**SOUTH FLORIDA WATER MANAGEMENT DISTRICT****CONTRACTOR'S AFFIDAVIT****WORK INVOLVING DISTRICT FACILITIES OR EQUIPMENT**

The undersigned individual or legal entity representative (hereafter referred to as Contractor/Consultant/Vendor) certifies that it shall comply with all obligations set forth below and all other Terms and Conditions of contract/purchase order number 4600004968.

POLICY CODE ACKNOWLEDGEMENT – Pursuant to the Terms and Conditions of the contract/purchase order, Contractor's employees or hired workers working on-site at District facilities, using District equipment, or working on District plans and specifications or software, have submitted a signed "Consultant Policy Code Acknowledgement" form for each individual performing such work.

BACKGROUND CHECKS - Pursuant to the Terms and Conditions of the contract/purchase order, Contractor affirms that a thorough background check, pursuant to section 373.6055, Florida Statutes has been conducted for all its employees and hired workers who will be working at any District site. The background check consisted of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status. The results of the background check did not result in any reason to disqualify Contractor's employee or hired worker from working at a District site. Contractor acknowledges that it has an ongoing obligation to perform updated background checks on all employees, including new hires and existing employees and hired workers performing their respective duties on District facilities, and advise the District of any material changes.

DISTRICT CRITICAL STRUCTURES – Pursuant to the Terms and Conditions of the contract/purchase order, if the project or work under this Contract requires that the Contractor or its agents have unrestricted access to any District critical structures, Contractor affirms that a fingerprint-based criminal history check, pursuant to section 373.6055, Florida Statutes on all employees who will have access to any District critical structure has been completed. None of the employees or hired workers have been convicted of criminal violations as set forth in section 373.6055, Florida Statutes that will prohibit unrestricted access to District critical structures.

Signed and attested to this 30th day of May 2024



Contractor/Consultant/Vendor Signature

Salvador Medina

Print Name

Vice President

Title

Form 0005 (06/2018)

EXHIBIT "B"

STATEMENT OF WORK

I. Introduction/Background

The South Florida Water Management District (District) has managed vegetation for over 45 years. The District is responsible for managing invasive and nuisance vegetation—both aquatic and terrestrial—in all or parts of 16 counties in central and southern Florida, an area of approximately 16,100 square miles (see map, Attachment 1). Invasive species are species that are nonnative to a specified geographic area, were introduced by humans (intentionally or unintentionally), and do or can cause environmental or economic harm or harm to humans. Nuisance vegetation includes plants that cause management issues, property damage or present a threat to public safety. The District manages invasive and nuisance vegetation across approximately 2,175 miles of canals, 2,130 miles of levees/flood control berms, over 864,000 acres of Everglades Water Conservation Areas, 237,200 acres of conservation lands, 196,600 acres of restoration project lands and over 98,000 acres of Stormwater Treatment Areas (STAs), reservoirs and flow equalization basins. In cooperation with partner agencies, the District occasionally manage invasive and nuisance vegetation on approximately 500,000 acres of public lakes.

Contractors are utilized for the management of vegetation through Ground Application Services agreements. A variety of methods are used by both District staff and Contractors to control vegetation. These methods are typically utilized using an integrated approach to improve control results while minimizing non-target impacts. Methods used by the District include cultural, biological, mechanical, and chemical control. The judicious and careful use of herbicides is just one tool used by the District to control invasive and nuisance vegetation within its integrated pest management strategy. Under some circumstances, desirable vegetation is planted following the treatment of invasive and nuisance species and other methods may compliment the use of herbicide.

Work Orders (WO) vary in scope, size and timeframe. Crew size and duration may vary between projects. Some tasks may need to be completed during a short period of time while others require year-round services. The majority of WOs are structured as Time and Material Agreement (TMA) WOs, though in some cases the District may utilize Fixed Price Agreement (FPA) WOs.

The District's Vegetation Management Section (VMS) serves as the Project Manager for issued ground services contracts, which are utilized by numerous business areas across the District. Each WO will have a Site Manager who determines the goals and objectives for a specific WO. The VMS Project Manager will facilitate the interaction between Site Managers and Contractors and between Site Managers and District Procurement personnel. The VMS Project Manager is also responsible for processing the associated documentation for each WO. The Site Manager is the primary contact once work has commenced. A Site Manager may be from a variety of District business areas, including but not limited to Field Stations, Land Stewardship Section, or VMS.

Contractor compliance with all laws (State and Federal) and permits is required. Failure to comply may result in immediate termination. Importantly, the District must comply with the National Pollutant Discharge Elimination System (NPDES). As such, the VMS approves all plans for herbicide application prior to commencement of work and rigorously tracks all herbicide usage by location and targeted plant species. The Contractor will only conduct treatments approved by the District.

The District works cooperatively with other government agencies on vegetation management activities. Our primary partner is the Florida Fish and Wildlife Conservation Commission's (FWC) Invasive Plant Management Section, to conduct work in natural areas. The District may collaborate with the US Army

Corps of Engineers (ACOE) or FWC's Aquatic Plant Management Program on several lakes including within the Kissimmee Chain of Lakes and Lake Okeechobee. Additionally, we coordinate vegetation management activities with U.S. Fish and Wildlife Service (FWS) in Water Conservation Area 1 (WCA1) and with Miami-Dade County. The District may also collaborate with additional partners on a variety of projects to meet vegetation management goals.

II. Objectives

The District's primary vegetation management objective is the control of invasive and nuisance vegetation within its land and water resources and those of our partners to meet our water management and natural resource protection goals. Each project site may have different mandates or objectives. While it is preferable that all invasive and nuisance vegetation be managed on a site, unique priorities and resources ultimately determine the species to be treated for each WO. This contract will primarily utilize ground herbicide application services to achieve these goals.

III. Scope of Work

Official invasive plant lists are typically used to determine priorities, including but not limited to:

- Federal Noxious Weed List www.aphis.usda.gov/plant_health/plant_pest_info/weeds/downloads/weedlist.pdf
- The Florida Invasive Species Council List of Invasive Species <https://floridainvasivespecies.org/plantlist2019.cfm>
- Florida Noxious Weed List www.flrules.org/gateway/ruleno.asp?id=5B-57.007&Section=0
- Invasive Plant Atlas of the United States <https://www.invasiveplantatlas.org/>
- Florida Plant Atlas <http://florida.plantatlas.usf.edu>

To limit the establishment or spread of a new species that has the potential to become a widespread invader, the District may also target species that it has designated as Early Detection, Rapid Response (EDRR) priorities. Typically, these species are also identified by the University of Florida's Assessment of Non-native Plant Tool as having a high invasive probability (<http://assessment.ifas.ufl.edu/>). The Florida Plant Atlas <http://florida.plantatlas.usf.edu> is used as general guide as to the nativity of a species.

The District has eight Field Stations that implement day-to-day field operations to manage restoration progress, flood control and water supply infrastructure. Flood Control infrastructure is of critical concern and a top priority for the District. Levees must be maintained in accordance with ACOE standards <http://www.usace.army.mil/Missions/CivilWorks/LeveeSafetyProgram.aspx>.

To comply with mandates, levees must be free of woody vegetation and priority invasive species while other vegetation must be maintained with ample coverage, but low height, to facilitate infrastructure inspections. The Field Stations must also maintain water conveyance capacity in District canals, so control of invasive and nuisance vegetation—both submersed and/or floating aquatic plants—is critical to the District's mission.

The District operates and maintains many STAs, which use wetland nutrient cycling processes to improve surface water quality. Each STA is subdivided with internal levees into surface water flow-ways, and each flow-way is further divided into "cells". Each cell has unique vegetation management needs, which are tied to specific nutrient removal goals. Some cells are managed for emergent species dominance (e.g. cattail), while in others Submerged Aquatic Vegetation (SAV) with limited emergent vegetation is encouraged. Occasionally, there is a need to convert vegetation from one type to another using standard

vegetation management tools. Additionally, desirable vegetation (emergent or SAV) may be harvested from one area and replanted within another area. Vegetation management objectives in the STAs are frequently adjusted, and a Contractor must be flexible to help meet these objectives. Disturbances from airboats and other equipment can significantly reduce STA water quality performance, both short- and long-term. Contractors operating within STA's will be provided detailed access protocols designed to limit vegetation and soil disturbances.

The District manages different types of natural areas, including large tracts of Everglades habitat within the Water Conservation Areas (WCAs), a variety of conservation land, mitigation areas, and "project land" parcels purchased for future restoration projects. Many of these natural areas are remote and isolated. While many sites may have upland components, they typically contain wetland habitats. Some areas are managed cooperatively with other organizations. The ultimate goal for these properties is to reach "maintenance control" of the target species. Maintenance control involves the integration of control techniques in a coordinated manner on a continuous basis to maintain invasive populations at the lowest acceptable level. The District typically integrates herbicide control with other activities such as prescribed fire and biological controls when working in natural areas.

A variety of invasive and nuisance species, including terrestrial and aquatic plants representing a variety of growth forms (i.e., trees, vines, shrubs, forbs and grasses), may be controlled by herbicide application. Contractors shall treat a wide variety of invasive plants including those that are common (Brazilian pepper, melaleuca, climbing ferns, and cogon grass) and those that are regionally specific or obscure (e.g., simpleleaf bushweed—*Flueggea virosa*). Additionally, natural areas serving as mitigation sites or under other permits will have regulated treatment mandates with specific species emphasized for control.

The District continues to evaluate and adopt new vegetation management technologies, equipment, and methodologies to improve herbicide use efficiency and control outcomes. The Contractor should be prepared to propose and/or adopt innovations for applying herbicides more efficiently, which results in less herbicide used while still achieving acceptable results.

The District engages in a variety of other atypical vegetation management activities. Some of these activities may require detailed manual plant removal or higher-precision herbicidal control occasionally near sensitive infrastructure such as environmental monitoring sites or water control structures. Treatments may also be needed on small sites such as the District headquarters pond. The District manages impoundments for water storage. These features are managed for invasive and nuisance vegetation to a lesser degree. Planting and maintenance of planted areas may also be required at sites other than STAs. In these cases, the contractor may be required to install purchased plant material and maintain control of invasive plants to protect newly planted vegetation.

The District will solely determine whether a WO follows the TMA or FPA model. Generally, FPA model will be used when there is little ambiguity and target species, control methods, herbicides and objectives are well defined. FPA's may be utilized for natural areas or those with small geographic scope. Within a single WO using the FPA method, the treated area may be divided into multiple phases and may have a single or multiple deadlines for completion.

TMA's will typically be utilized for those WOs requiring flexibility with the Contractor and/or there is uncertainty with the extent of the target plant(s) abundance or other factors affecting WOs scope. The District typically uses TMA's including for floating plant infestations, which frequently move and rapidly change in numbers. TMA's may also be utilized for herbicide trials that require more detailed data collection, herbicide mixing, plot measurements or other tasks. TMA WOs require the Contractor to have increased flexibility within the scope of a WO.

Invasive and nuisance vegetation control strategies and controlled species may vary by project site type. Below is a non-comprehensive overview of those areas:

- Field Station/Flood Control infrastructure.** Treatment typically occurs using boats or trucks with spray guns and/or booms using a foliar application method. Submerged treatments may also require injection of herbicide into the water column which may require use of multiple weighted hoses. Canals are treated to maintain the water column free of SAV that may disrupt water conveyance. Common SAV species include, but are not limited to, hydrilla and hygrophila. Canals are also treated to control floating plants including but not limited to, water lettuce, crested floating heart, and water-hyacinth. Plants that extend from the bank into the water column are also treated; examples include Rotala and torpedograss. Levee and canal banks are treated to control woody and broadleaf vegetation, to promote grass cover, and maintain vegetation at low heights to facilitate levee inspections. When treating vegetation on banks and levees, it is critical that non-target vegetation is not killed; large areas of bare ground promote potentially dangerous soil erosion and causes the levee to be out of compliance with federal levee vegetation specifications. Treatment of target vegetation may occur around structures, culverts and riprap.
- Storm Water Treatment Areas** – Invasive and nuisance vegetation within the STAs are typically treated from airboats using a foliar application method. Controlled vegetation species include, but are not limited to, water lettuce, water-hyacinth, primrose willow, Carolina willow, cattail, and hydrilla. Emergent species such as giant bulrush and cattail may also be planted in STAs or various seeds may be collected for later plantings.
- Natural areas.** Natural areas may involve several to thousands of acres. Herbicide application is typically done by using backpacks or spray bottles or with spray equipment on vehicles or watercraft. Small plants may also be required to be hand pulled. Natural area plant community types include sawgrass marshes, open water sloughs, tropical hammocks, Everglades tree islands, pine flatwoods, cypress swamps, mangrove forests, and others. Within these areas there may be a wide variety of invasive plants species. Examples of the most common species include Brazilian pepper, climbing ferns, cogon grass, West Indian marsh grass, downy rosemyrtle, shoebutton ardisia and melaleuca. Natural area treatments are often integrated with other land management activities such as prescribed fire, hydrological restoration, and mechanical and biological controls.

Application of herbicides is conducted using a variety of techniques. The equipment and methodologies vary depending on site conditions, target plant species (factors such as the plant's size and growth habit), target plant abundance, and other factors. Herbicide spray equipment typically includes a spray tank, hose, and nozzle or boom and can utilize high volume spot or broadcast treatments. Watercraft used for aquatic vegetation control or bank vegetation management may include injection systems instead of a spray tank. Application equipment may also be mounted on a variety of vehicles or watercraft including flat-bottomed boats, airboats, Argos, trucks, ATV's, or swamp buggies. The type of equipment needed will be determined by the scope and site conditions of each WO. The type of required equipment may change during the course of a WO if environmental conditions change.

Typically spray boat/truck applications will involve one applicator. However, two or more staff may be required in special circumstances (e.g., long hose applications in difficult access areas). Other application techniques typically in natural areas may include low volume backpack foliar broadcast or "spot" treatments, cut stump treatments, frill or girdle (hack-and-squirt), basal, and "poodle cutting" vining plants,

which requires cutting prior to application of herbicide. Typically, applications are done with backpacks, spray bottles, or with hoses associated with tanks on vehicles.

The Site Manager will determine crew size (number of applicators/laborers) to ensure the most efficient use of resources. Optimal crew size varies with the number of different target species, plant abundance, terrain, and other factors. For example, where plant density is low or species variety is diverse, Site Manager may prescribe a small crew (roughly five laborers per licensed supervisor/crew leader) for the WO. Alternatively, the Site Manager may request many laborers per licensed supervisor when there are only a few target species and target plant density is high. Regardless of crew size, they shall work in a systematic manner and treat all target plants within the WO area.

Some WOs will require installation of desirable plant material. Typically, planting activities involve harvesting plants from donor sites, relocating plant material, and planting at revegetation sites. Typically, crews manually harvest SAV (commonly naiad) with a rake or emergent plants (commonly cattail, alligator flag and giant bulrush) with shovels. The contractor shall transport harvested plants to a specified revegetation site and install plants at specific locations and densities in accordance with Site Manager's specifications. Typically harvesting and planting is done in standing water. Other planting tasks may use provided plant material in liners, pots, or bare root. A licensed supervisor is not needed for harvesting and planting oversight.

Occasionally, crews will collect seed. Crews may collect seed of desirable plants for future use. These seeds are collected and provided to the site manager. On other occasions seeds are collected from invasive species (e.g. Wright's nutrush--*Scleria lacustris*) to control the species. The Contractor must dispose of the invasive seeds in a designated landfill.

Treatment intervals vary based on site needs and resources and will be determined by the Site Manager. Treatment interval strategies may include the following:

- Fast growing aquatic plants are treated on a continual basis in canals, lakes and STAs. Maintaining floating plants at low levels is more cost-effective than treating after large infestations develop.
- Some vegetation treatments are done on cycles, typically on quarterly or semi-annual intervals. Cycle treatments are most used on banks and levees where undesirable woody vegetation frequently establishes. Some cycles may shift due to an especially wet or dry season, but there is typically a set number of applications per year.
- Treatments in natural areas are typically carried out annually until invasive and nuisance species are well controlled. Once maintenance control is achieved, re-treatment cycles typically switch to multi-year intervals. As treatment cycles are spread farther apart, it becomes more critical that the entire area is covered in a systematic way during each treatment.
- In some cases, treatments will occur within a narrow time period and on short notice to be successful. Typical reasons for this include site access constraints, rapid response to control reproductive (seeding) plants, and priority infrastructure maintenance/protection needs.

All herbicide applications shall be carried out in a manner consistent with Environmental Protection Agency (EPA) and Special Local Need 24(c) (SLN) herbicide labels. Contractors shall ensure that staff have access to on-site printed labels and Safety Data sheets (SDS) while transporting, mixing, or applying herbicides. The Contractor shall comply with all pertinent regulations, including but not limited to the Organo-Auxin Rule, set forth by Florida Department of Agriculture and Consumer Services (FDACS) and NPDES.

IV. Work Breakdown Structure

A. The District shall provide the Contractor with information necessary to understand the specifications for each WO. Information provided to the Contractor will include, but not limited to:

1. WO area maps and/or electronic spatial data
2. AVATAR Schedule (Attachment 3) or FPA form (Attachment 4) that includes:
 - a. Required timeframe for work to occur;
 - b. Types of equipment permissible on the site;
 - c. List of species to be treated; and
 - d. List of acceptable herbicides and methods. (TMA only)
 - e. Other various project details

B. Although the District may provide guidelines for the WO, discussion between the District and the Contractor is encouraged and any changes are at the discretion of the Site Manager. TMA WO's may also have changes made during the project.

C. The Contractor is responsible for many aspects of the WO including planning, management of staff, execution of work as planned, and all quality assurance, quality control activities, safety, data collection, data entry and overall contract compliance.

1. Staffing

The Contractor shall provide skilled staff based on three staffing categories described in Appendix A.. A Site Manager will determine the staff categories required for each WO:

2. Safety

Safety and permit compliance are very important in the District. The District must comply with NPDES permit requirement which has very strict standards for the use and application of herbicides.

- a. The Contractor shall use herbicides in accordance with labels and comply with all other applicable State and Federal Laws.
- b. Contractor must be familiar with and abide by all NPDES requirements <https://plants.ifas.ufl.edu/manage/management-plans/npdes-and-aquatic-plant-management/> including: limiting discharge of effluent, monitoring pesticide applications, taking corrective actions when necessary, and following the approved AVATAR schedules provided.
- c. During the course of work, the Contractor shall not create hazardous trees that could later fall on structures, private property, utilities, fences, or into canals or rights of way
- d. The Contractor shall not damage or interrupt a utility.

- e. The Contractor shall not damage any structure or private property.
- f. The Contractor is responsible for all training and supplying staff with items needed to maintain a safe worksite as required by State and Federal regulations. This includes, but is not limited to, training for safe equipment operation, first aid and supplies, personal protective equipment (PPE), and identification of dangerous plants and animals.
- g. The District is not responsible for Contractor safety on or off the job. The Contractor shall comply with all provided District safety standards.
- h. The Contractor shall be responsible for all spills, including but not limited to herbicides and petroleum products, and the reporting of those spills. The Contractor is liable for all spill-related damages and site remediation regardless of which party supplied the spilled material.
- i. The Contractor shall report all adverse incidents, herbicide misuse, herbicide or petroleum product spills, accidents, and injuries to the Site Manager and Project Manager **immediately**.
- j. The Contractor shall be equipped to work in remote and isolated areas under harsh environmental conditions.
- k. The Contractor shall be responsible for protecting the environment and the public from herbicide and equipment misuse. Contractor must provide a protocol on actions they will take to protect the environment and the public from herbicide and equipment misuse.
- l. The District will immediately stop/pause operations if conditions or actions are believed to be unsafe or inappropriate for the site conditions.
- m. A written decontamination plan shall be submitted to the Project Manager annually. The Contractor shall clean equipment of all biological material and debris prior to arrival at the worksite and upon exiting. Communication of decontamination procedures and activities to the Site Manager is required prior to the initiation of projects. Site Managers may identify locations on site where decontamination activities are appropriate. Basic decontamination procedures include blowing, washing, scraping, and hand pulling biological material from equipment. Equipment ranges from personal protective equipment to large machinery. It is the minimum expectation that all tracks, tires, trailers, truck beds and radiators will be free of biological material in addition to any other areas prone to collections of such items, including small seeds. In addition to equipment, attire including shoes and boots should be free of seeds that may become lodged.

3. Equipment

- a. Equipment utilized on each project is at the discretion of the Site Manager.
- b. Each contractor may provide a type of premium equipment which is beyond the scope listed within the minimum requirements. This may include items that are rarely used or more costly to acquire or operate (e.g., Sherp water truck). This type of equipment is not required and will not be frequently utilized.
- c. Equipment/vehicles/trailers shall not be left onsite unless arranged in advance with the Site Manager. The District is not responsible for equipment or herbicides stored on District property. In the event of anticipated severe weather all equipment must be removed from District property.
- d. The District will provide tracking equipment to include a flow sensor/trigger switch and GPS Logger/transmitter unit for all high-volume application equipment that the contractor shall install, maintain and operate.
- e. Vehicles with a spray system may include, but are not limited to, spray boats, buggies, and trucks. Spray activities may include direct injection or tank systems.

4. Access

- a. Many WO's will require the Contractor to access the site from District Rights of Way or gates. (See Exhibit A, Article 2.4 Access Keys, of the Contract)
- b. The Contactor shall not impede access routes that would restrict vehicular access by the public, utilities or agency personnel without prior approval.
- c. Access routes may be provided by the District. Equipment/Vehicles will be utilized solely on the route(s) provided when one is provided to limit site disturbance.

5. Herbicides and Adjuvants

- a. The District may provide the Contractor with some/all of the necessary herbicides and adjuvants.
 - i. Field Station's will typically provide herbicides and adjuvants for their projects. When the District provides these products, all unused herbicides and adjuvants provided to the Contractor must be returned upon WO completion.
 - ii. When herbicide is not provided by the District, the Contractor must be able to provide sufficient herbicides and adjuvants necessary to complete all WO obligations within project timeframes. Herbicides and adjuvants shall be supplied to the District without additional price mark ups. Herbicides shall be purchased at the most competitive cost possible.

- b. All herbicides and adjuvants must be approved by the District's Vegetation Management Section prior to use. Some adjuvant ingredients are restricted within the STAs.
 - c. Herbicides must be locked safely and securely stored by the contractor for the duration of the WO, no matter the supplier, whenever Contractor staff is not present.
 - d. The Contractor is responsible for all aspects of herbicide use and storage. Herbicides must only be used and handled in compliance with the label(s).
 - e. Contractors shall monitor and record wind speed and direction. The Contractor shall follow the most restrictive wind law or policy when there are conflicting thresholds between laws/policies. Contractors shall follow all laws regarding herbicide wind restrictions including but not limited to the Florida Organo-Auxin Herbicide Rule 5 E-2.033 <https://www.flrules.org/gateway/ruleno.asp?id=5E-2.033>. Herbicide application shall not occur when wind speeds are greater than 10.0 miles per hour (mph) without District approval. The Contractor shall take all precautions to mitigate herbicide drift. The Contractor shall be aware of conditions that promote herbicide volatility and cease application if volatility is or becomes a concern.
 - f. The Contractor shall monitor dissolved oxygen (DO) when required by label. The contractor shall follow all label instructions related to DO. The Contractor shall not apply herbicides if DO is below three parts per million (3 PPM), unless preapproved by District staff and allowed by the herbicide label.
 - g. The Contractor shall post the use of herbicide when required by label or at the request of the District.
 - h. The Contractor shall submit a copy of their spill plan and application equipment maintenance plan annually.
 - i. The District shall request FDACS Bureau of Licensing and Enforcement to investigate potential herbicide misuse.
6. Coordination
- a. The Contractor shall not begin work without an executed WO (Exhibit I), AVATAR schedule and Daily Activity Log. Some WO's require a site meeting before herbicide application begins. The Contractor shall not begin herbicide applications prior to a pre-application site meeting if the meeting requirement is indicated on the Schedule.
 - b. For each WO, the Contractor shall designate a Licensed Supervisor to serve as the primary point of contact for the **duration** of a WO.
 - c. The designated Licensed Supervisor shall communicate regularly with the Site Manager additionally if needed/requested. This may include daily arrival and departure check ins.

- d. The Site Manager must approve the Contractor's work schedule prior to beginning work. The Contractor will provide the Site Manager with the anticipated break schedule for TMA. Contractors typically have 10 hours of effective work time daily.
- e. The Contractor is responsible for understanding WO objectives and the Site Manager's instructions. The Contractor shall request clarification or additional information when the intent of the WO or specific instructions are unclear or when the Contractor has any other issues or concerns related to the project.
- f. The Contractor shall plan and implement treatments using a systematic, efficient approach. Vegetation management activities shall be executed in a methodical, ordered manner, so that efficient, complete, and safe outcomes are achieved with minimal disturbance to natural resources.
- g. Contractors will occasionally observe noteworthy conditions, activities, plants and animals, or other things in the field. Noteworthy observations include but are not limited to the presence of biological controls, nesting birds, rare species, additional non-native plants, non-native wildlife, hazardous site conditions, and evidence of illegal activities. The Contractor shall report all noteworthy observations to the Site Manager in a timely manner.
- h. Contractors will occasionally interact with members of the public and note these interactions on their DAL in the comments section. If a member has specific or detailed questions, they should be directed to the Site Manager. The Contractor shall contact the Site Manager immediately if a member of the public has detailed concerns or there is a conflict between public opinion and tasks assigned.

7. Quality Control and Assurance

- a. The Contractor is responsible for all quality assurance and quality control. The Contractor shall take the necessary steps to develop guidelines needed to assure service quality and to continuously monitor work to verify quality standards are met. It is the full responsibility of the Contractor to maintain quality control and assurance for the duration of the WO. Although District staff may provide quality assurance feedback that is gathered by a variety of means including site visits, aerial observation (drone or helicopter) and cameras this does not remove the responsibility of the contractor.
 - i. The contractor shall spot check the work of staff. This includes, but is not limited to, verification of techniques, plant identification, calibration, estimating plant abundance/density, and safety.
- b. The Contractor is responsible for technical aptitude of its personnel, staff coordination, and adherence to cost and time schedules.
- c. The Contractor is responsible for timely training of staff on application techniques, herbicides, plant identification and data collection.

8. Protected Natural Areas and Species

- a. The Contractor is responsible for protecting non-target species including those species with a similar appearance to the targeted species. The Contractor shall be responsible for replacement of non-target species damaged by work activities including but not limited to those damaged due to herbicides, unapproved vehicle use. Non-target plants include, but are not limited to, desirable natural area and aquatic plants, crops, landscaping, and turf.
- b. The Contractor shall be familiar with endangered species (plant and animal) identification and associated setbacks. If a Contractor observes endangered species, it shall be immediately reported to the Site Manager. Contractors shall be familiar with rules, laws and guidelines that restrict activities around endangered wildlife.
- c. The District has designated areas that are not to be disturbed by herbicides or other disruptive activities. These “no-treatment zones” occur in a variety of areas for multiple projects and include biological control and research projects. The Site Manager will provide the locations of any no-spray zones occurring within the site. The Contractor shall not treat any vegetation within a designated no-treatment zone without approval of the Site Manager.
- d. The Contractor will not use equipment that is damaging to the environment, including but not limited to soil disturbance. Site hydrology can quickly change altering the impact of vehicle use. The contractor shall report these changes immediately.

9. Data Collection

- a. The Contractor shall record work activities for each day on the Daily Activity Log (DAL) sheet (Attachment 2) or on a tablet computer. Required information includes, but is not limited to, plant species treated/planted and herbicide(s) used. This information is used for a variety of reports, including the District’s NPDES report. All DALs shall be completed and signed or submitted in AVATAR by the Licensed Supervisor. DALs shall be provided weekly to Field Stations for Field Station WO’s. Otherwise, DALs shall be provided to the District with invoice packets unless electronic signature is available to the applicator. The District may request DALs prior to invoice submission. Treatment coordinates shall be collected and reported on DALs using the Universal Transverse Mercator (UTM) coordinate system (i.e. Zone, Northing, Easting) using NAD83 datum.
- b. DAL data must be entered into the District’s vegetation management database, Agency Action Tracking and Reporting (AVATAR). The Contractor shall enter Daily Activity Log data into AVATAR on a weekly basis or sooner, not more than 10 days following application, for all TMA WOs, with the exception of Field Station WOs. Field Station staff is responsible for AVATAR entries for their WO. AVATAR is accessible through Chrome at <https://apps.sfwmd.gov/prweb82/PRAuth/AvatarMobile>.
- i. AVATAR, is currently under expanded development. The system may have additional capabilities during the contract period. Once these enhancements are operational the vendor will be expected to utilize them. One possible enhancement may require the Contractor to enter treatment data from the field using a smart device (phone/tablet).

This device shall be provided by the District with associated deposit. In addition to AVATAR entry, a signed paper Daily Activity Log is required if a restricted use herbicide is utilized and shall be provided with the invoice.

- ii. GPS units are required for each staff member (licensed supervisors, crew leaders/applicators, and laborers) depending on WO objectives. At the request of the District, the Contractor shall utilize handheld GPS units to collect tracks of traversed areas and point data for particular species including EDRR species. The Contractor shall provide the Site Manager GPS data in electronic format requested by the site manager which may be a variety of file types including but not limited .gpx or shape files. The Contractor shall keep this data available to the District for two (2) years following project completion.
- iii. The District frequently provides georeferenced pdf maps. This may be used in addition to a GPS to view maps and collect data.
- c. The District will provide tracking equipment to include a flow sensor/trigger switch and GPS Logger/transmitter unit for all high-volume application equipment that the contractor shall install, maintain and operate.

V. Work Order Administration

WOs shall be issued by the District on an as-needed basis. Throughout the term of each WO, the District's staff may perform periodic inspections, which will be documented and shared with the Contractor. The District will maintain a history of project performance for each Contractor, which will become an important factor in the consideration of future WO awards. On a scale of 0 – 5, a running Average Score ≥ 3.0 is required to maintain active contract status.

The District shall provide the Contractor with information necessary to understand the specifications for each WO issued on an as needed basis. Information provided to the Contractor will include, but is not limited to, area maps and electronic spatial data files and work schedule that includes:

- desired timeframe for work to occur
- number and types of equipment required to complete the work
- list of species to be treated (although other species should be reported)
- list of acceptable herbicides and methods.

VI. Summary Schedule of Tasks and Deliverables

- A. 100% of target plants must be treated within 100% of the defined WO area.
- B. A minimum of 95% of treated plants must be dead at least six months following treatment, or as specified by the herbicide manufacturer. A dead plant does not resprout from a portion of the plant including the root/rhizome system. All parts of the plant must be dead, not simply defoliated.

- C. All non-compliance must be resolved within three months of notification. Inspections and non-compliance notifications may occur during or after treatment.
- D. Work activities shall be recorded accurately and completely onto Daily Activity Log each day and entered into AVATAR using a computer or tablet (if AVATAR application enhancement occurs) as outlined in Data Collection above.
- E. Invoices (see general terms and conditions 4.2).
 - 1. The District Accounts Payable Section will receive invoice packets via email with a copy to VegManagement@sfwmd.gov. Vegetation Management Section will provide a OneDrive location for invoices. Each invoice packet must include the following:
 - a. Invoice containing the billing month, phase (FPA), billing date, tracking number, purchase order (PO) number, details of expenses, amount remaining on PO (if app.), final invoice indication if PO complete, "FWC" indication if it is FWC-funded WO.
 - b. AVATAR summary report
 - c. Completed and signed Daily Activity Logs **only to Vegetation Management** (VegManagement@sfwmd.gov).
 - d. Small Business Enterprise (SBE) form (if applicable)
 - e. Herbicide/adjuvant receipts for those items provided by the Contractor. The volume of herbicide used on the associated invoice shall be noted on the receipt.
- F. Tracks and waypoints from GPS units may be requested. These tracks may be provided to District staff via electronic means. (See additional specifications under Data Collection above.)
- G. Vehicle GPS/location and spray activity data. Collected at time of work.
- H. Payment Schedule
 - 1. The Contractor shall submit invoices pursuant to the schedule outlined below:
 - a. **Time and Material Agreements.** The Contractor shall submit one (1) invoice per calendar month during the WO period for all TMA or FWC aquatic program funded WO's.
 - i. Invoices for WO's funded by FWC's aquatic program must be received no later than the 5th of each month for the prior month's services.
 - ii. Other invoice deadlines may be provided for specific WO's especially at close of finance periods.

b. **Fixed Price Agreements.**

- i. For WO's comprising a single phase, the Contractor shall submit one (1) invoice upon completion of the Work. For WO's partitioned into multiple work phases (or areas), the Contractor may invoice upon completion of each phase as delineated by WO description.

2. Pricing Structure

- a. **Fixed Price Agreements.** Fixed Pricing is a flat rate for the entire WO including all equipment, supplies, tools, herbicides, staffing, administrative costs. **No additional expenses** above the quoted price(s) will be paid for Fixed Price Agreements. When offered by the Site Manager, a site visit is required, prior to price submission.
- b. **Time and Material Agreements.** Under this pricing structure, the contractor may charge for herbicides/adjuvants and hourly contracted staff rates.
 - i. The Contractor shall charge for used herbicides and adjuvants at cost.
 - ii. Hourly staff rates shall include costs for: average pay rate, benefit costs, lodging & like expenses, insurance, database entry, AVATAR management, fuel, equipment (transport trucks, airboats, ATV, spray and communication equipment, GPS, Communication equipment, back packs, machetes, mixing and application equipment, spray bottles, and all other safety equipment), and all other components of the hourly rates. All pricing of labor shall exclude sales and use taxes at both the State and Federal levels since the District is exempt from payment of such taxes.
 - iii. There may be a two (2) hour charge for lost time due to inclement weather which causes cancellation of a planned workday in the event the Contractor's crew travels to the work site prior to the cancelation. On days when the Contractor has initiated work and performs for more than two (2) hours, the Contractor shall charge the District only for actual hours worked. No overtime is allowed. Billing for labor shall begin upon commencement of work (arrival at boat ramp or District gate). Travel time to the initial site shall not be billed.

APPENDIX A

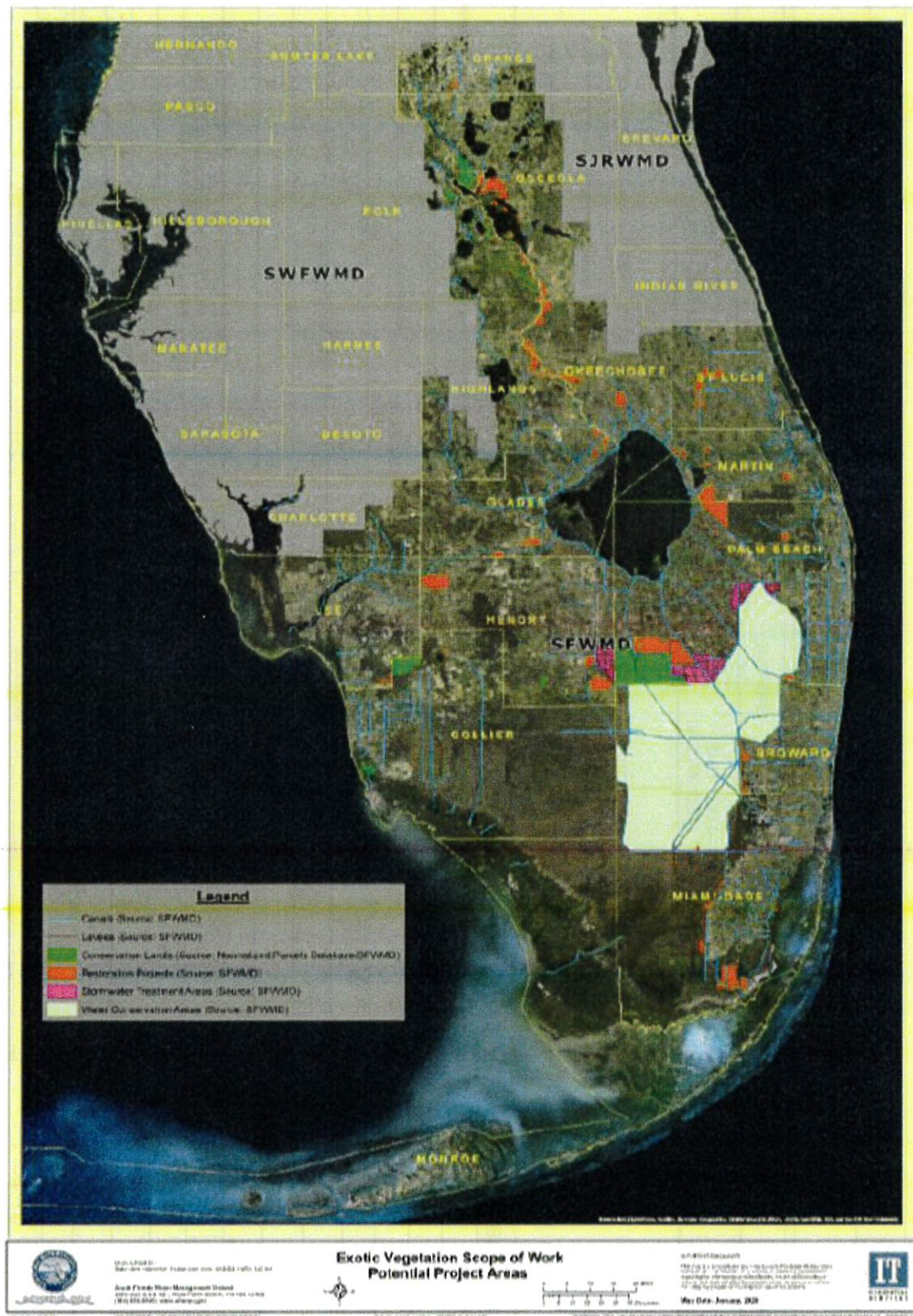
General Description of Staffing Categories

Professional expertise of Respondent's staff is expected to vary depending on the specific work order requirements, the evaluation of the Request for Proposals (RFP) responses will depend upon the Respondent submitting a proposal with individuals that have expertise to staff a project in any Work Order. The firm shall provide qualified personnel as per description below. Should staffing change throughout the contract term, the firm shall be responsible for submitting documentation to affirm the individual meets the minimum requirements as described below, prior to assigning that person to a SFWMD work order. The SFWMD Project Manager must approve the Contract Staff prior to their conducting activities for the work order.

Although the SFWMD may provide orientation on specific procedures to be used for this contract, the firm is responsible for training their staff such that there is a sufficient transfer of knowledge to meet the requirements of the contract.

- a. **Licensed Supervisor.** Licensed Supervisors shall have a valid pesticide applicator license issued by FDACS in the appropriate category (e.g., aquatics, natural areas). Licensed Supervisors shall be knowledgeable in the use of herbicides used by the District and the conditions that impact each herbicide's efficacy and planting techniques as needed. Each Licensed Supervisor shall be capable of field identification of nuisance and invasive plant species for assigned sites. Each Licensed Supervisor shall be capable of supervising and communicating with crew members (Crew Leader/Applicators and laborers) in the application of herbicides and identification of species targeted for control. Licensed Supervisors shall conduct/direct a systematic treatment within the Work Order area. Licensed Supervisors shall have competent knowledge of equipment use and herbicide application techniques. Licensed Supervisors are responsible for plant identification, calibration, herbicides mixing, and collection of data. All Licensed Supervisors shall be capable of safely operating all equipment and vehicles appropriate used on a Work Order. Each contractor must employ at least three Licensed Supervisors for the duration of the contract. The Contractor must have three licensed supervisors with at least eight cumulative years of Licensed Supervisor experience.
- b. **Crew Leader/Applicator.** Crew leader/Applicators have a similar skill set as a Licensed Supervisor. Applicators are not required to hold a current DACS license. Crew Leader/Applicator shall be knowledgeable in the use of herbicides used by the District and the conditions that impact each herbicide's efficacy. Each Crew Leader/Applicator shall be capable of field identification of nuisance and invasive plant species for assigned sites or planting techniques as needed. Each Crew Leader/Applicator shall be capable of supervising and communicating with laborers in the application of herbicides and plant identification. Crew Leader/Applicators shall have knowledge of equipment use and herbicide application techniques. All Crew Leader/Applicators shall be capable of safely operating all equipment and vehicles required for use on a Work Order. This person must work under the direction of a licensed supervisor who is working on the same project/site. While in the Crew Leader role they may help Licensed Supervisors to transport equipment and Laborers on assigned equipment and direct Laborers. While in the Applicator role they will operate a vehicle with spray equipment independently. This position is permissible on a Work Order at the discretion of the Site Manager. A contractor is not required to maintain staff in this position.
- c. **Laborer.** Laborers provide general labor services under the supervision of a licensed supervisor. Laborers are not required to hold a current DACS license. Laborers are provided ongoing instruction and supervision by the Licensed Supervisor and/or Crew Leader/Applicator. Laborers frequently cut and treat vegetation but are not necessarily experienced in extensive plant identification or herbicide use.

ATTACHMENT 1



Page _____ of _____

Date: _____

DAL ID:

Water Body Name

WO#	FUNDING SOURCE	AREA	FUNDED PROG	LOCATION	CONTRACTOR	TRACKING NO

[illegible][illegible][illegible]

Date Entered	Agency Representative	Contract Representative

ATTACHMENT 3

Schedule Details

Schedule ID:	SCH-236	Schedule Name:	KRiver_Lygo
Work Plan ID:	WP-167	Schedule Start Date:	11/15/2020
Schedule Status:	Released	Schedule End Date:	5/14/2021
ScheduleType:	Time and Material	Schedule On Hold:	No
Person Responsible:	Allen, Ellen	Primary Contact:	edonlan@sfwmd.gov
Schedule Last Update:	12/1/2021		

Schedule Details: Ground treatment of lygoidum on the Kiss River South of 98

Contact Details

Company Name:

CompanyID:	BUSINESS-#####	Company Type:	Contractor
Contractor Admin:		AgreementID:	460000####
Tracking No:	WO03xx24		
Not to Exceed Amount:	\$150,000.00	Schedule Site Visit:	No

Posting Required Details

Posting Required: No

Aerial Details

Post-Treatment Data Required: No

Pre-Treatment Geographical Data Needed: No

Project Manager Pre Flight Required: No

Functional Location And Advisory Alerts

Active	Location	Description	Work Order No	Fund Program	Fund Source	Area Code	BLI	Alert Type	Alert Comments
true	LS-820-KR	KISSIMMEE RIVER	4550000						

GIS Location Information

County	Acres
OKEECHOBEE	6,641.73
HIGHLANDS	2,150.46

Location Key Information

Location	Key Abbreviation	Key Name	Key Comments
----------	------------------	----------	--------------

Vegetation Details

Active	Vegetation Name	Vegetation Comments	Control Acres	Methods	Active Ingredients	Products
true	Old World Climbing Fern		1,500	FOLIAR AERIAL POODLE CUT FOLIAR BACKPACK	Metsulfuron methyl Glyphosate Triclopyr	

Variance Details

Vegetation Variance Permitted: No

Herbicide Variance Permitted: No

ATTACHMENT 4
South Florida Water Management District

Fixed Price Agreement
Guidance Document - Exhibit B-1



Mgmt Area(s)		County(ies)	Select County(ies) ▼
SFWMD Key(s)	Select Key(s) ▼	Total Project Acres	
Start Date		End Date	

Primary Contact	E-mail	Phone Number(s)
Vegetation Management Section Liaison		GPS Track Submissions
Select Liaison ▼	weekly ▼	
Herbicide Considerations / Exclusions	Equipment Considerations / Exclusions	
Special Considerations-No treatments, T&E sp., etc.	Additional Information	

Plant Species To Be Controlled	Recommended Herbicides	Recommended Methods
Select Plant ▼	Select Herbicide ▼	Select Method ▼
Select Plant ▼	Select Herbicide ▼	Select Method ▼
Select Plant ▼	Select Herbicide ▼	Select Method ▼
Select Plant ▼	Select Herbicide ▼	Select Method ▼
Select Plant ▼	Select Herbicide ▼	Select Method ▼
Select Plant ▼	Select Herbicide ▼	Select Method ▼
Select Plant ▼	Select Herbicide ▼	Select Method ▼
Select Plant ▼	Select Herbicide ▼	Select Method ▼
Select Plant ▼	Select Herbicide ▼	Select Method ▼
Select Plant ▼	Select Herbicide ▼	Select Method ▼
Select Plant ▼	Select Herbicide ▼	Select Method ▼
Select Plant ▼	Select Herbicide ▼	Select Method ▼
Select Plant ▼	Select Herbicide ▼	Select Method ▼
Select Plant ▼	Select Herbicide ▼	Select Method ▼
Select Plant ▼	Select Herbicide ▼	Select Method ▼
Select Plant ▼	Select Herbicide ▼	Select Method ▼

- Contractor is responsible for compliance with RFP#6000000763 and the signed contract including:
100% treatment of targeted plants and 95% kill rate after 6 months
- Recommended herbicides and treatment methods are approved suggestions to help achieve these requirements, but other herbicides and treatment methods may be considered

Job Reference #

Contractor Initials _____

FPD2017v2.0

Description of Treatment Areas

Parcel #1	Trtmt Area		Acres	
Parcel #2	Trtmt Area		Acres	
Parcel #3	Trtmt Area		Acres	
Parcel #4	Trtmt Area		Acres	
Parcel #5	Trtmt Area		Acres	

Job Reference #

Contractor Initials _____

FPD2017v2.0

FOR CONTRACTOR USE

Quotes must be received within 5 calendar days of pre-quote meeting unless otherwise specified

E-mail signed and initialed 3 page document with quotes to edonlan@sfwmd.gov

Contractor _____ Agreement # _____

Print Name _____ Signature _____

Date _____ Quotes Due _____ at 5 PM

¹ Parcel #1	² Quote Amount \$	
¹ Parcels #1+2	² Cumulative Quote Amount \$	
¹ Parcels #1+2+3	² Cumulative Quote Amount \$	
¹ Parcels #1+2+3+4	² Cumulative Quote Amount \$	
¹ Parcels #1+2+3+4+5	² Cumulative Quote Amount \$	

1. SFWMD will choose the maximum number of parcels dependent on budget constraints
2. SFWMD will select the lowest responsive and responsible quote

[illegible]

3. All herbicides and treatment methods must be approved by SFWMD staff

Job Reference #	
-----------------	--

FPD2017v2.0

ATTACHMENT 5 TO EXHIBIT B

District Supplied Field Equipment

Item #	Qty	Description	Serial Numbers*
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

* Serial numbers will be entered prior to shipping equipment to Contractor

EXHIBIT "C"

RATE SCHEDULE

<i>Positions</i>	<i>Loaded Hourly Labor Rate</i>
Licensed Supervisor	<u>\$85.00</u>
Crew Leader/Applicator	<u>\$75.00</u>
Laborer	<u>\$38.00</u>

- Hourly staff rates shall include costs for: average pay rate, benefit costs, lodging and like expenses, insurance, database entry, fuel, equipment (transport trucks, airboats, boat, Swamp Buggy, ATV, Amphibious ATV or similar vehicles, spray and communication equipment, GPS, Communication equipment, smart device (upon implementation of AVATAR unless provided by the District), Back Packs, machetes, mixing and application equipment, spray bottles, and all other safety equipment), and all other components of the hourly rates. Both Supervisor and Crew Leader/Applicator rates include vehicles. All pricing of labor shall exclude sales and use taxes at both the State and Federal levels since the District is exempt from payment of such taxes.
- The Contractor shall charge for used herbicides and adjuvants at cost.
- There will be a two (2) hour charge for lost time due to inclement weather which causes cancellation of a planned workday in the event the Contractor's crew travels to the work site prior the cancellation. On days when the Contractor has initiated work and performs for more than two (2) hours, the Contractor shall charge the District only for actual hours worked. No overtime is allowed. Billing for labor shall begin upon commencement of work (arrival at boat ramp or District gate). Travel time to the initial site shall not be billed.

Premium Equipment *

Type: N/A

Cost: N/A

*Premium equipment rate does not include supervisor but rather substitutes a premium vehicle for standard vehicle for this additional cost.

Water Truck **

Capacity N/A

Daily Rate N/A

**excludes operator. Licensed supervisor/applicator will use this equipment in addition to their application equipment.

Attachment 1 to Exhibit C Documentation Required for all Contract Payments

Listed below are the minimum requirements for documentation to support invoice payment requests. Additional requirements may be in effect for this contract depending on the source of funds for this work.

Contractors and Consultants performing work must maintain accurate books, records, documents and other evidence that sufficiently and properly support all direct and indirect costs expended in the performance of the contract or agreement. The Contractor or Consultant shall allow the District, Federal, State, or other parties providing contract funding, access to periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks, payroll registers or any and all similar material as deemed necessary. These records shall be maintained for five years following the close of the contract or agreement.

Project deliverables and services performed by the Contractor or Consultant should be in a proper and satisfactory manner as described in the Statement of Work. Only Contractor or Consultant expenditures for goods, services and other deliverables falling within the categories agreed to pursuant to the Statement of Work and approved contract budget should be paid. All costs should be reasonable, appropriate, necessary, valid and eligible. Expenditures should be made in accordance with applicable laws, rules and regulations and complete (transactions are documented and all funds are accounted for).

Expenditures for periods prior to the current billing period will only be approved if supported by adequate documentation along with a written explanation as to why the expense was not submitted during the correct billing period.

Expenditures for work performed prior to the execution of an agreement are not allowable unless specifically provided for in the contract.

Invoices for fixed unit rate contracts must show the number of service units being billed, the cost per unit, and be in agreement with contract terms and conditions.

In detail, invoices and the documentation accompanying invoices for services under contracts which are not fixed price must include the following:

1. The beginning and end date of the work period being invoiced should be specified on all contractor, consultant and subcontractor invoices. The invoice date and the date of services and deliverables provided should not precede the date that a contract was executed unless specifically provided for in the contract. Similarly, the end date of contracts and related agreements should not be exceeded in terms of invoice dates, services, etc. without the execution of a contract amendment. Deliverables should be specifically quantifiable, measurable, and verifiable. The completion of all tasks/services included in the Statement of Work should be required to meet all deliverables prior to approval for final Contractor or Consultant payment.
2. Detailed description of material purchased, work completed, and/or service performed, in direct relation to each project or project component, along with project name or number should be provided.
3. Supporting documentation for each invoice should be complete, mathematically accurate, sufficient in detail, and verifiable.
 - a. The invoicing of labor costs, if applicable, should be accompanied by documentation supporting the pay rate and the employees' job title along with approved timesheets covering the period of service. Pay rates and job titles must agree to rates and job titles specified in the contract. Summary schedules should be supported by detailed records totaling the amounts on the summary schedule. The Contractor or Consultant must maintain and provide upon request the relevant payroll register pages covering the period of service.

Attachment 1 to Exhibit C
Documentation Required for all Contract Payments

- b. If the contract specifies that indirect costs may be charged based on a specified rate, then the calculation must be provided. In the absence of this indirect costs will not be allowable.
- c. Purchases or rental of commodities such as materials, equipment, tools, etc. should be accompanied by an invoice or receipt from the supplier that describes what was purchased, the date of purchase, the number of units, and the cost per unit. Purchases should be allowable per the agreement, directly related to the scope of work, reasonable and within the agreement period.
- d. Invoices for services provided should be in sufficient detail as to determine 1) what was provided (to determine how it relates to the overall contract); 2) when the services were provided (to determine whether the amounts being billed pertain to the correct period); 3) the unit price and total cost of what was provided (to determine whether it's reasonable given the task performed); and 4) minimum performance standards were achieved in accordance with contract requirements and expectations.
- e. If the contract allows for the separate billing of travel costs such costs must comply with the District's travel policy which includes the submission of a completed District provided *Travel Expense Reimbursement* form along with documentation of all travel expense items listed on the form. If the District's form is not used, the form must contain the same information as provided in the District's form.
- f. Vehicle and/or equipment allowance and usage charges should be reported in detail by number of hours used and dates of use. Contractors/Consultants must maintain documentation by use of a log that shows the vehicle/equipment description, the location where the item was in use, if a vehicle it should show the beginning and ending odometer readings along with total mileage and if a piece of equipment it should show the beginning and ending times that the equipment was in use for and who the operators were. A copy of the log for the applicable time frame must be submitted with the invoice package. Usage of vehicles and equipment should be reasonable based on the task being performed and agree to the rates as specified in the contract.
- g. The requirements above also apply to subcontractors.

EXHIBIT "E1"

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SMALL BUSINESS ENTERPRISE SUBCONTRACTOR
PARTICIPATION SCHEDULE

Contract/ Solicitation No.		Date Submitted	
Project Name & Location		Project Start Date	
Bidder/Proposer			
Address			
Contact Person	Email Address	Telephone No.	

ORGANIZATION STATUS

Business Association	Business Name	Business Address	Business Phone #	Work to be Performed		
				Describe Type of Work to be Performed	% of Work	Dollar Amount
Prime Bidder/Proposer						
Non SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
Total Participation					0%	\$0.00
Total Contract						\$0.00

The listing of a Small Business Enterprise (SBE) shall constitute a representation by the bidder/proposer to the District that the bidder/proposer believes such SBE to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified.

Bidder/Proposer Signature

Title

Date

EXHIBIT "E2"

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Statement of Intent to Perform as a Small Business Enterprise Subcontractor

Solicitation No. or Contract No. _____

A signed "Statement of Intent to Perform as a SBE Subcontractor" must be completed by the owner or authorized principal of each SBE firm listed in the "SBE Subcontractor Participation Schedule" Form No. 0956.

_____ agrees to perform work on the above contract as (check one):
 (Legal Business Name of SBE Subcontractor as it appears on the Florida Division of Corporations Website, inclusive of dba) ☐ a partnership; ☐ a corporation; ☐ an individual; ☐ a joint venture

SBE Subcontractor FEIN: _____

SBE Subcontractor Certification Expiration Date: _____

SBE Subcontractor

The SBE Subcontractor will enter into a formal agreement, conditioned upon the Bidder/Proposer executing a contract with the District for the work with _____
 (Name of Bidder/Proposer)

Item No.	Type of Work	Agreed Price (For CCNA, Agreed Percentage)	% of Work
1		\$	%
2		\$	%
3		\$	%
Total Value of Work		\$	%

*Please include a copy of the District's SBE Certification Letter for the SBE Subcontractor.

SBE Subcontractor Signature _____

Title _____

Date _____

Incorporated by reference in subsections
 40E-7.670(2)(a), F.A.C.

Form 0957 (08/29/13)



Page 1 of 1

EXHIBIT "E3"

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SMALL BUSINESS ENTERPRISE SUBCONTRACTOR REVISED PARTICIPATION SCHEDULE

Contract No.		Date Submitted	
Project Name & Location		Project Start Date	
Bidder/Proposer			
Address			
Contact Person	Email Address	Telephone No.	

ORGANIZATION STATUS

Business Association	Business Name	Business Address	Business Phone #	Work to be Performed		
				Describe Type of Work to be Performed	% of Work	Dollar Amount
Prime Bidder/Proposer						
Non SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
Total Participation					100%	\$0.00
Total Contract						\$0.00

The prime contractor must notify the District when the need to replace a Small Business Enterprise (SBE) Subcontractor. Please provide a Revised SBE Subcontractor Utilization Plan and a brief explanation of the need for the addition or replacement. Please enter the explanation in the space provided below.

--

The listing of a SBE shall constitute a representation by the bidder/proposer to the District that the bidder/proposer believes such SBE to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified.

Bidder/Proposer Signature

Title

Date

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Project Name ⁽¹⁾	Contract Number and Work Order Number ⁽²⁾ (if applicable)		
Report Number ⁽³⁾	Reporting Period ⁽⁴⁾ to	Small Business Enterprise Contract Goal ⁽⁵⁾	Contract Completion Date ⁽⁶⁾
Contractor Name ⁽⁷⁾		Contractor Telephone Number ⁽⁸⁾ () -	Contractor Email Address ⁽⁹⁾
Contractor Street Address ⁽¹⁰⁾	Project Manager Name ⁽¹¹⁾	Project Manager Telephone Number ⁽¹²⁾ () -	Project Manager Email Address ⁽¹³⁾

Small Business Enterprise Payment Report						
Federal Identification Number ⁽¹⁴⁾	SBE Subcontractor Business Name ⁽¹⁵⁾	Description of Work ⁽¹⁶⁾	Project Amount ⁽¹⁷⁾	Amount Paid this Reporting Period ⁽¹⁸⁾	Invoice Number ⁽¹⁹⁾	Total Paid to Date ⁽²⁰⁾
Total Paid to Date for All Small Business Enterprise Subcontractors ⁽²¹⁾						0.00

I certify that the above information is true to the best of my knowledge.			Date (25)
Contractor Name – Authorized Personnel (print) (22)	Contractor Name – Authorized Personnel (sign) (23)	Title (24)	

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Instructions

- Box (1) Project Name** - Enter the entire name of the project.
- Box (2) Contract Number (work order)** - Enter the District contract number and work order number, if applicable (i.e., 4600001234, and if work order contract include work order number - 4600000568 WO 01).
- Box (3) Report Number** - Enter the Small Business Enterprise (SBE) Subcontractor Utilization Report number. Reports must be in a numerical series (i.e., 1, 2, 3).
- Box (4) Reporting Period** - Enter the beginning and end dates for which this report covers (i.e., 10/01/2011 - 11/01/2011).
- Box (5) SBE Contract Goal** - Enter the SBE Contract Goal on entire contract.
- Box (6) Contract Completion Date** - Enter the expiration date of the contract, (not work order).
- Box (7) Contractor Name** - Enter the complete legal business name of the Prime Contractor.
- Box (8) Contractor Telephone Number** - Enter the telephone number of the Prime Contractor.
- Box (9) Contractor Email Address** - Enter the email address of the Prime Contractor.
- Box (10) Contractor Street Address** - Enter the mailing address of the Prime Contractor.
- Box (11) Project Manager Name** - Enter the name of the Project Manager for the Prime Contractor on the project.
- Box (12) Project Manager Telephone Number** - Enter the direct telephone number of the Prime Contractor's Project Manager.
- Box (13) Project Manager Email Address** - Enter the email address of the Prime Contractor's Project Manager.
- Box (14) Federal Identification Number** - Enter the federal identification number of the SBE Subcontractor(s).
- Box (15) SBE Subcontractor Business Name** - Enter the complete legal business name of the SBE Subcontractor(s).
- Box (16) Description of Work** - Enter the type of work being performed by the SBE Subcontractor(s) (i.e., electrical services).
- Box (17) Project Amount** - Enter the dollar amount allocated to the SBE Subcontractor(s) for the entire project (i.e., amount in the subcontract agreement).
- Box (18) Amount Paid this Reporting Period** - Enter the total amount paid to the SBE Subcontractor(s) during the reporting period.
- Box (19) Invoice Number** - Enter the SBE Subcontractor's invoice number related to the payment reported this period.
- Box (20) Total Paid to Date** - Enter the total amount paid to the SBE Subcontractor(s) to date.
- Box (21) Total Paid to Date for All SBE Subcontractor(s)** - Enter the total dollar amount paid to date to all SBE Subcontractors.
- Box (22) Contractor Name Authorized Personnel (print)** - Print the name of the employee that is authorized to execute the SBE Subcontractor Utilization Report.
- Box (23) Contractor Name Authorized Personnel (sign)** - Signature of authorized employee to execute the SBE Subcontractor Utilization Report.
- Box (24) Title** - Enter the title of authorized employee completing the SBE Subcontractor Utilization Report.
- Box (25) Date** - Enter the date of submission of the SBE Subcontractor Utilization Report to the District.

Small Business Enterprise Final Subcontractor Utilization Report

Small Business Enterprise Payment Report						
Federal Identification Number (14)	SBE Subcontractor Business Name (15)	Description of Work (16)	Project Amount (17)	Amount Paid this Reporting Period (18)	Invoice Number (19)	Total Paid to Date (20)
				Total Paid to Date for All Small Business Enterprise Subcontractors (21) \$		
				0.00		

I certify that the above information is true to the best of my knowledge.

Contractor Name – Authorized Personnel (print) (22)	Contractor Name – Authorized Personnel (sign) (23)	Title (24)	Date (25)
---	--	------------	-----------

**South Florida Water Management District
Instructions to Small Business Enterprise Subcontractor Utilization Report**

- Box (1) Project Name** - Enter the entire name of the project.
- Box (2) Contract Number (work order)** - Enter the District contract number and work order number, if applicable. (i.e., 4600001234, and if work order contract include work order number - 4600000568 WO 01)
- Box (3) Report Number** - Enter the Small Business Enterprise (SBE) Subcontractor Utilization Report number. Reports must be in a numerical series. (i.e., 1, 2, 3)
- Box (4) Reporting Period** - Enter the beginning and end dates for which this report covers. (i.e., 10/01/2011 - 11/01/2011)
- Box (5) SBE Contract Goal** - Enter the SBE Contract Goal on entire contract.
- Box (6) Contract Completion Date** - Enter the expiration date of the contract, (not work order).
- Box (7) Contractor Name** - Enter the complete legal business name of the Prime Contractor.
- Box (8) Contractor Telephone Number** - Enter the telephone number of the Prime Contractor.
- Box (9) Contractor Email Address** - Enter the email address of the Prime Contractor.
- Box (10) Contractor Street Address** - Enter the mailing address of the Prime Contractor.
- Box (11) Project Manager Name** - Enter the name of the Project Manager for the Prime Contractor on the project.
- Box (12) Project Manager Telephone Number** - Enter the direct telephone number of the Prime Contractor's Project Manager.
- Box (13) Project Manager Email Address** - Enter the email address of the Prime Contractor's Project Manager.
- Box (14) Federal Identification Number** - Enter the federal identification number of the SBE Subcontractor(s).
- Box (15) SBE Subcontractor Business Name** - Enter the complete legal business name of the SBE Subcontractor(s).
- Box (16) Description of Work** - Enter the type of work being performed by the SBE Subcontractor(s). (i.e., electrical services)
- Box (17) Project Amount** - Enter the dollar amount allocated to the SBE Subcontractor(s) for the entire project. (i.e., amount in the subcontract agreement)
- Box (18) Amount Paid this Reporting Period** - Enter the total amount paid to the SBE Subcontractor(s) during the reporting period.
- Box (19) Invoice Number** - Enter the SBE Subcontractor's invoice number related to the payment reported this period.
- Box (20) Total Paid to Date** - Enter the total amount paid to the SBE Subcontractor(s) to date.
- Box (21) Total Paid to Date for All SBE Subcontractor(s)** - Enter the total dollar amount paid to date to all SBE Subcontractors.
- Box (22) Contractor Name Authorized Personnel (print)** - Print the name of the employee that is authorized to execute the SBE Subcontractor Utilization Report.
- Box (23) Contractor Name Authorized Personnel (sign)** - Signature of authorized employee to execute the SBE Subcontractor Utilization Report.
- Box (24) Title** - Enter the title of authorized employee completing the SBE Subcontractor Utilization Report.
- Box (25) Date** - Enter the date of submission of the SBE Subcontractor Utilization Report to the District.

EXHIBIT H
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
INSURANCE REQUIREMENTS CHECKLIST

6000001498 Ground Application Services	
Must be Included if marked "X"	TYPE OF COVERAGE
	Commercial General Liability Comprehensive Coverage/ Other Coverage Endorsements (Please note special instructions →)
X	Occurrence Form
X	Premises Operations
	Delete XCU Exclusion (if applied)
X	Products Completed
X	Contractual
X	Independent Contractors
	Broad Form Property
X	Personal Injury
	Blasting
	Demolition
X	Watercraft – by exception for Non-Owned or Hull/ P&I
X	Pollution extension, CPL or separate EIL to cover herbicide treatment applications
	Automobile Liability Any Auto Covered To include All-Terrain Vehicle Liability ATVs, UTVs, Buggies or Similar Vehicle
X	Workers' Compensation and Employer's Liability
X	Environmental Impairment Liability (or GL pollution extension or CPL) (To include herbicide application coverage)
MINIMUM COVERAGE LIMITS Bodily Injury & Property Damage <u>\$1,000,000. Per Occurrence</u> <u>\$2,000,000. General Aggregate or CSL</u> <u>\$2,000,000. Products – Comp/Op Aggregate</u>	
Special instructions: Prior to commencement of any activities or access to District property or equipment under this agreement, Contractor is required to provide District with an acceptable certificate of insurance, as well as an additional insured endorsement and a waiver of subrogation endorsement. Coverage and limits must be in accordance with these requirements, be no more restrictive than the most recent ISO forms and the District must be listed as a certificate holder. Coverage requirements shall extend to all employees and subcontractors; Prime firm is responsible.	
Bodily Injury & Property Damage <u>\$1,000,000.</u> Combined Single Limit (Ea. accident)	
Statutory Limits <u>\$100,000. Occurrence</u> <u>\$500,000. Aggregate</u> <u>\$100,000. Disease</u>	
<u>\$1,000,000. Per Occurrence</u> <u>\$2,000,000. General Aggregate or CSL</u> <u>\$2,000,000. Products – Comp/Op Aggregate</u>	
South Florida Water Management District must be named as an "Additional Insured" except for Workers' Compensation and Employer's Liability. Contractor must grant Waiver of Subrogation endorsement in favor of the District for all coverages. Contractor must use the following ISO form(s), or others approved by District Risk Management: Additional Insured Endorsement Form(s) CG2010, CG2037. Must use ISO Waiver of Subrogation Endorsement CG2404. Endorsements must be listed on the certificate and copies provided.	
The Certificate holder shall be designated as: South Florida Water Management District 3301 Gun Club Road West Palm Beach, FL 33406	Insurance Requirements reviewed by: James Leslie 01/24/2024



EXHIBIT I
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
 3301 Gun Club Road, West Palm Beach, FL 33406 (561) 686-8800

WORK ORDER NO: PO NO: 950000 _____ Must be referenced on invoices	SFWMD Project Manager: Phone: _____ Email: _____ SFWMD Contract Specialist: Phone: _____ Email: _____
Firm Name: Address: City/State/Zip:	Firm's Project Manager: Phone: _____ Email: _____
In accordance with Contract No. 460000, dated _____ for _____, the South Florida Water Management District hereby directs the firm to perform the services for the project as detailed in Exhibit B-X {Insert B-1, B-2, etc} Statement of Work, attached hereto and made a part of this Work Order for the amount specified below. Exhibit C-X {Insert C-1, C-2, etc.} Payment and Deliverable Schedule applicable to this project is also attached and made a part of this Work Order. Start/Completion Dates are specified below.	
1. Work Order Start Date: _____	2. Completion Date: _____
3. Work Order Type & Funding: Not To Exceed ☐ Time & Materials/Not-to-Exceed ☐ Fixed ☐	
Current FY _____ \$ _____ Total Work Order Amount: \$ _____	
*Multi-Year Funding: ☐ Yes ☐ No PR# _____	
*FY _____ Amount \$ _____	
*FY _____ Amount \$ _____	
*FY _____ Amount \$ _____	
*Subject to Governing Board Budgetary Appropriation for each Fiscal Year – see Article 3.1 of Exhibit A	
4. Small Business Enterprise (SBE) Participation:	
SBE Contract ☐ / Work Order ☐ Participation Goal: _____% ☐ NA	
SBE Utilization for this Work Order: _____% ☐ N/A	
Subcontractor Name(s): _____	
New subcontractor proposed for this Work Order? Select one: ☐ YES ☐ NO Name: _____	
Accepted by: _____ Date: _____ Procurement SBE Section	
Signature of Firm: Accepted by: _____ Authorized Representative Title: _____ Date: _____	SFWMD Approval: _____ CS Initial Accepted by: _____ Procurement Representative Title: _____ Date: _____

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council, Town of Loxahatchee Groves

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

DATE: Tuesday, May 6th, 2025

SUBJECT: Consideration of *Resolution No. 2025-29* accepting an easement for Roadway, Drainage, and Utility purposes from 1540 North Treasure Drive, LLC, over a portion of their property located at 14563 North Road, Loxahatchee Groves, FL 33470

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. Kristian and Kimberly Strong are the owners of property located at 14563 North Road, Loxahatchee Groves, Florida. 1540 North Treasure Drive, LLC has offered the Town an easement over a portion of their property for Roadway, Drainage, and Utility purposes.

The Easement, attached as **Exhibit “A”** to the Resolution, will support future improvements and maintenance efforts along this roadway and will assist in addressing drainage and utility access as part of the Town’s long-term capital and infrastructure needs.

The staff believes the improved easement area would be an asset to the Town.

Recommendation:

Motion by the Town Council to adopt **Resolution No. 2025-294** accepting the easement over the property identified therein.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2025-29

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ACCEPTING AN EASEMENT FROM 1540 NORTH TREASURE DRIVE, LLC OVER A PORTION OF THEIR PROPERTY LOCATED AT 14563 NORTH ROAD, LOXAHATCHEE GROVES, FLORIDA; PROVIDING 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 received an easement from **1540 NORTH TREASURE DRIVE, LLC** over a portion of their property 14563 North Road, Loxahatchee Groves, FL 33470.

WHEREAS, the Roadway, Drainage and Utility Easement is attached as Exhibit “A”; 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 Easement for Roadway, and/or Drainage and/or Utility purposes over a portion of the property located at 14563 North Road from the property owner(s) 1540 North Treasure Drive, LLC. Upon approval, the Mayor is authorized to execute the Easement on behalf of the Town, and Town staff is directed to have said Easement 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.

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 6th DAY OF MAY 2025.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Voted:
Mayor Anita Kane, Seat 3

Town Clerk

Voted:
Vice Mayor Margaret Herzog, Seat 5

APPROVED AS TO LEGAL FORM:

Voted:
Councilmember Phillis Maniglia, Seat 1

Office of the Town Attorney

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman, Seat 4

Prepared by and return to:
 Town Clerk
 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 _____ day of _____, 2024, by and between **1540 NORTH TREASURE DRIVE, LLC**, a Delaware limited liability company registered to transact business in Florida, with a mailing address of 12126 Indian Mound Road, Wellington, Florida 33449, 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.

W I T N E S S E T H:

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 14563 North Road, Loxahatchee Groves, Florida 33470 and is 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.

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.

IN WITNESS WHEREOF, the parties have executed this easement on the day and year first above written.

WITNESSES:

GRANTOR:

1540 NORTH TREASURE DRIVE, LLC

By: W Howard

Name: William Howard

Title: Manager

Witness name: Joseph Griddle

Witness address: 1472 E Road

Loxahatchee FL 33470

Witness name: Eden Sherman

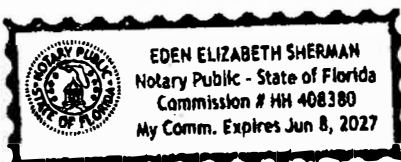
Witness address: 12126 Indian Mound Rd
Wellington FL 33449

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 21 day of January 2024, by William Howard, Managing Member of 1540 North Treasure Drive, LLC, a Florida limited liability company.

Eden Sherman
(Signature of Notary Public-State of Florida)

Eden Sherman
(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

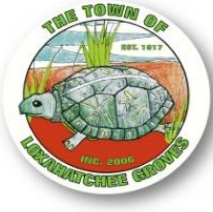
By: _____
Date: _____

Exhibit "A"

Description of Easement

The South 30 feet of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 8,
Township 43 South Range 41 East, Palm Beach County, Florida.

A portion of Property Control Number: 41-41-43-08-00-000-7100



Town of Loxahatchee Groves

[155 "F" Road • Loxahatchee Groves, Florida 33470 • Telephone \(561\) 793-2418 • Fax \(561\) 793-2420](#)

TO: Town Council

THRU: Francine Ramaglia, Town Manager

FROM: Jim Fleischmann, Town Planning Consultant

RE: Groves Town Center Pod B Phase III Specimen Tree Report

DATE: May 6, 2025

Background:

The Specimen Tree Report and approval Resolution 2024-080 were initially presented for consideration by the Town Council at its meeting on November 12, 2024. At the meeting the Town Council directed the Applicant to review the list and location of trees to be removed from the site to preserve as many additional native trees as possible.

Summary of the November 12, 2024, Proposed Specimen Tree Removal

The owner of the property identified as Pod B (Ref: Attachment 1) within the Groves Town Center Multiple PUD Plat Amendment No. 1, Solar Sport Systems, Inc., has applied for approval of a Vegetation Removal Permit Application (Pod B Phase III) to remove native trees on the property in preparation for development of Surface Water Management Tracts 6 and 7 and components of the Groves Town Center internal street system (Ref: Attachment 2).

The Vegetation Removal Permit Application includes the proposed removal of native specimen trees and palms. The Pod B Phase III Vegetation Removal Permit, including both specimen and non-specimen trees, is currently in process.

Per ULDC Section 87-035(C) (2) (i), specimen trees are not subject to cutting, relocation, or mitigation without Town Council approval. To satisfy this requirement, the following Specimen Tree data is taken from the initial native tree survey submitted as part of the Pod B Phase III Vegetation Removal Permit Application prepared by Scott Barber Designs, P.A.:

- A. Native Specimen Trees Subject to the Vegetation Removal Permit: Total of 246, according to the following distribution by species: Slash Pine – 198; Laurel Oak – 22; Bald Cypress – 14; Dahood Holly – 10; and Live Oak – 2
- B. Native Specimen Trees to be Removed: Total of 246 according to the following distribution by species: Slash Pine – 198; Laurel Oak – 22; Bald Cypress – 14; Dahood Holly – 10; and Live Oak – 2.

Summary of the Revised Proposed Specimen Tree Removal

The Applicant met with Town staff, followed by their review of the proposed trees and palms to be removed. Based upon its review, Applicant has submitted a revised list of trees and palms to be removed resulting in the preservation of an additional 173 trees and palms, including 28 specimen trees.

To satisfy the Town Council directive, the following Specimen Tree data is taken from the revised native tree survey prepared by Scott Barber Designs, P.A.:

- A. Native Specimen Trees Subject to the Vegetation Removal Permit Total of 246, according to the following distribution by species: Slash Pine – 198; Laurel Oak – 22; Bald Cypress – 14; Dahood Holly – 10; and Live Oak – 2.
- B. Native Specimen Trees to be Removed: Total of 218 according to the following distribution by species: Slash Pine – 177; Laurel Oak – 21; Bald Cypress – 10; Dahood Holly – 19 and Live Oak – 1.

The revised survey has resulted in the following list of 28 Specimen Trees to be preserved: Cypress – 4; Dahoon Holly -1; Laurel Oak -1; Live Oak -1; and Slash Pine - 21.

The proposed removal of Specimen native trees is the result of the South Florida Water Management District Conceptual Master Infrastructure Permit No. 50-104052-P (Ref: Attachment 3, in part) and the Groves Town Center PUD Plat Amendment No. 1 which authorizes the stormwater management system (SWM) and the internal street system for the Groves Town Center Multiple Use Planned Unit Development. The SWM consists of catch basins and multiple dry and wet detention areas which are used to capture stormwater runoff and provide water quality treatment and attenuation for the entire 92 acre Planned Unit Development. Issuance of the permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062 Florida Administrative Code.

Attachment 2 depicts the location of that portion of the SWM and internal street system which are the subject of the Pod B Phase III Vegetation Removal Permit Application.

Attachment 4 illustrates where concentrations of the 173 trees and palms to be preserved are located. Specific trees and palms to be preserved are identified in the associated Vegetation Removal Permit (VRP).

Tree Removal Mitigation Tables, a Mitigation Cost Estimate, and a Mitigation Plan will be incorporated within the associated Vegetation Removal Permit following Town Council consideration of the proposed Specimen Trees removal.

Mitigation for replanting in the amount of \$227,410 is required to compensate for the removal of Specimen Trees. A final Mitigation Plan, including compensation for both Specimen and Non-Specimen trees to be removed, will be incorporated within the Pod B Phase III Vegetation Removal Permit.

Recommendation:

Jim Fleischmann, LRM, Inc., Town Planning Consultant, is recommending approval of the removal of the 464 noted trees with the appropriate mitigation.

Attachments:

1. Groves Town Center Plat Amendment No. 1 Pod B.
2. Pod B Phase III Floodplain Stormwater Management Areas and Streets.
3. South Florida Permit No. 50-104052-P (excerpt).
4. Areas Where Additional Trees are to be Preserved

TOWN OF LOXAHATCHEE GROVES**RESOLUTION NO. 2025-30**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING REMOVAL OF 218 SPECIMEN TREES FROM TRACTS AE, SWM 6, SWM 7 and SWM 9 WITHIN THE GROVES TOWN CENTER PUD AMENDMENT NO. 1 PLAT LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND “B”: PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves desires to protect the tree canopy throughout the Town; and

WHEREAS, Solar Sportsystems, Inc (Owner) owns property, identified as Tracts AE, SWM 6, SWM 7 and SWM 9 within the Groves Town Center PUD Amendment No. 1 Plat (“Property”), located at the northeast corner of Southern Boulevard and “B” Road, Loxahatchee Groves, Florida; and

WHEREAS, the Owner desires to remove two hundred eighteen (218) native specimen trees from the Property in accordance with the submitted Groves Town Center Phase III Vegetation Removal Permit Application; and

WHEREAS, pursuant to Section 87-035 of the Town’s Unified Land Development Code, cutting, relocation and mitigation of specimen trees must be approved by the Town Council.

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 approves removal of the two hundred eighteen (218) native specimen trees on the Property identified for removal in the Groves Town Center Phase III Vegetation Removal Permit Application dated July 18, 2024, included herein by reference.

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.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	☐	☐	☐
MARGE HERZOG, VICE MAYOR	☐	☐	☐
PHILLIS MANIGLIA, COUNCILMEMBER	☐	☐	☐
LISA EL-RAMEY COUNCILMEMBER	☐	☐	☐
PAUL COLEMAN, COUNCILMEMBER	☐	☐	☐

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA, THIS 6th DAY OF MAY, 2025.**

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Anita Kane

Town Clerk

Vice Mayor Marge Herzog

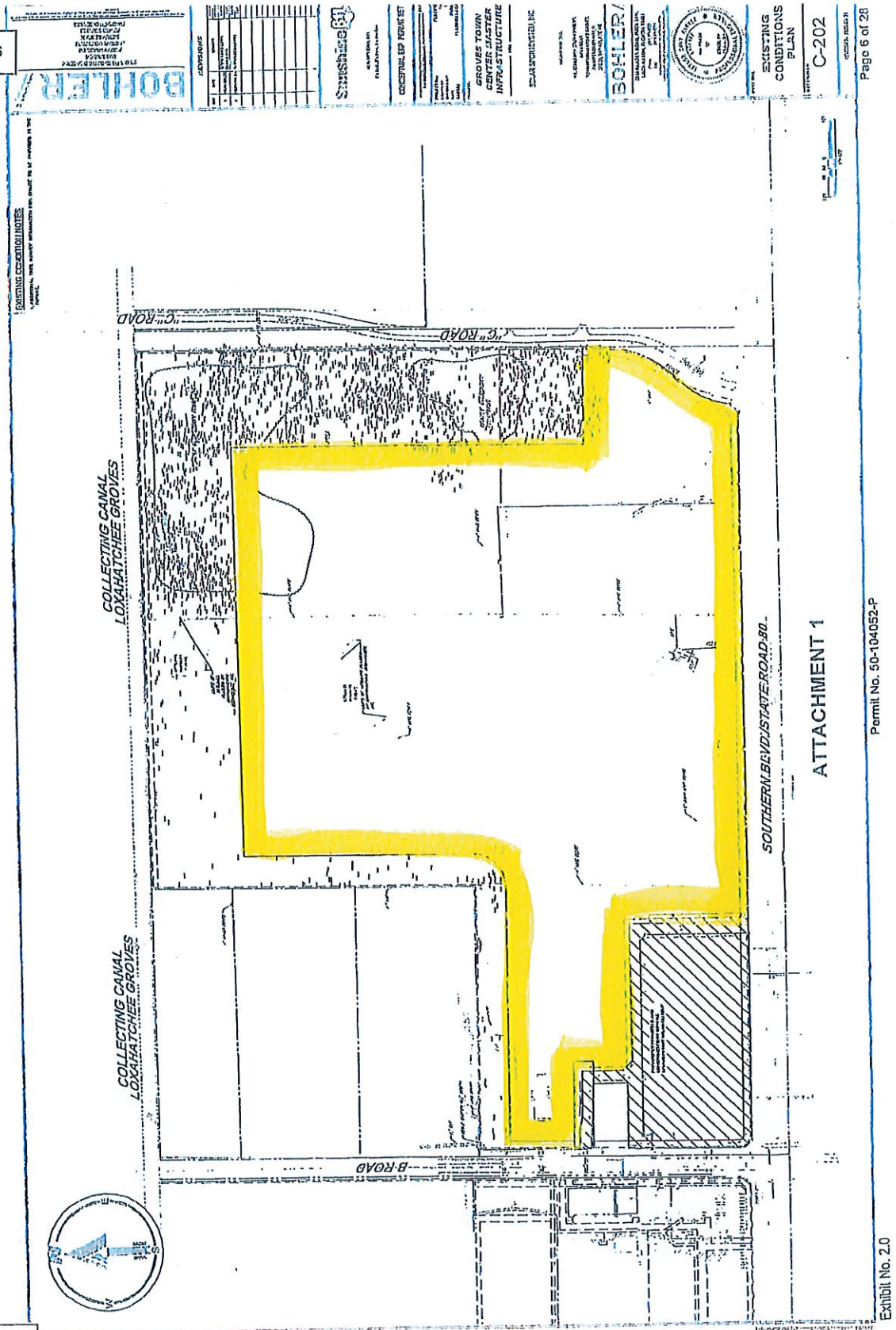
APPROVED AS TO LEGAL FORM:

Councilmember Phillis Maniglia

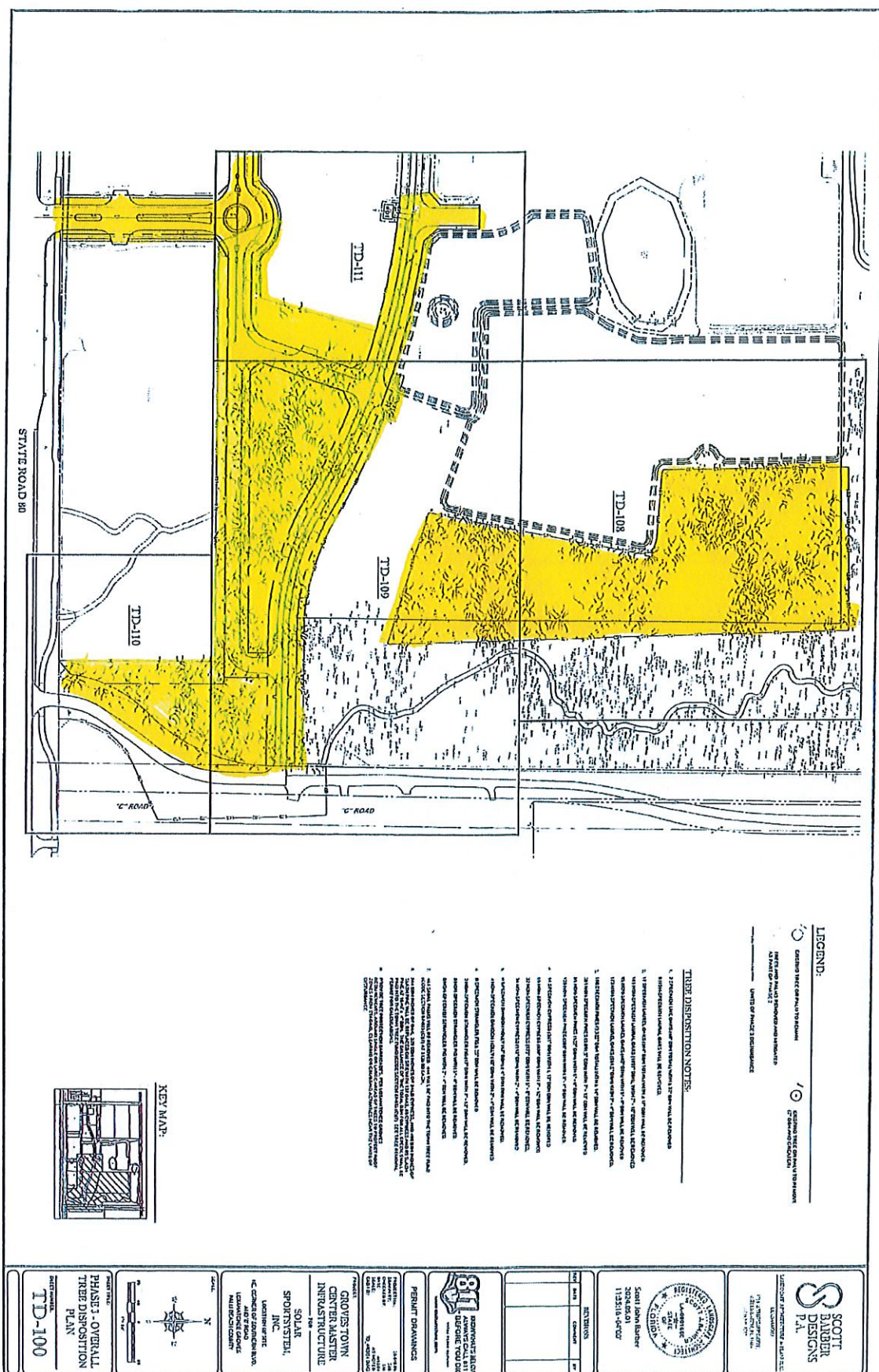
Office of the Town Attorney

Councilmember Lisa El-Ramey

Councilmember Paul Coleman



ATTACHMENT 2



ATTACHMENT 3

Item 4.



South Florida Water Management District
 Conceptual Permit No. 50-104052-P
 Date Issued: December 23, 2020

Permittee: Solar Sportsystems, Inc.
 Loxahatchee Equestrian Partners, LLC

Project: Master Infrastructure Southern & Binks - Conceptual

Application No. 200401-3144

Location: Palm Beach County, See Exhibit 1

Your application for a Conceptual Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's ePermitting site at www.sfwmd.gov/ePermitting.

If you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email epermits@sfwmd.gov.

Jesse Markle, P.E.
 Bureau Chief, Environmental Resource Bureau

**South Florida Water Management District
Conceptual Permit No. 50-104052-P**

Date Issued: December 23, 2020 **Expiration Date:** December 23, 2040

Project Name: Master Infrastructure Southern & Blinks - Conceptual

Permittees: Solar Sportsystems, Inc.
250 Delaware Avenue
Buffalo, NY 14202

Loxahatchee Equestrian Partners, LLC
250 Delaware Avenue
Buffalo, NY 14202

Operating Entity: Groves Town Center Master Association, Inc.
c/o Delaware North
250 Delaware Avenue
Buffalo, NY 14202

Location: Palm Beach County

Permit Acres: 91.82 acres

Project Land Use: Commercial

Special Drainage District: Loxahatchee Groves Water Control District

Water Body Classification: CLASS III

FDEP Water Body ID: 3245G1

Wetland and Surface Water Impacts: 0.08 acres

Sovereign Submerged Lands: No

Project Summary

This permit authorizes Conceptual Approval of a stormwater management (SWM) system serving 91.82 acres of mixed used commercial and residential development known as Master Infrastructure Southern and Blinks - Conceptual.

The proposed project consists of three main parcels: Parcel 1 (Pods A - D & H) and Parcel 2 including Pod E & F, which will be developed for commercial and retail use, and Parcel 3 with Pod G developed for assisted living facility or hotel. There are multiple roads from the associated pods that will be developed throughout the site and the Town Center Common Area. The SWM system consists of catch basins and multiple dry and wet detention areas, which are utilized to capture the stormwater runoff and provide water quality treatment and attenuation for the overall project site. This permit is for a conceptual approval and no construction is authorized under this application.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062, F.A.C..

Site Description

The site is located at the northeast corner of Southern Boulevard and B Road within Loxahatchee Groves, Palm Beach County. Refer to Exhibit No. 1.0 for a location map.

The overall site is primarily undeveloped and heavily vegetated, except for the southwest corner which includes a commercial development.

For Information on wetland and surface water impacts, please see the Wetlands and Other Surface Water section of this permit.

Background

Pod A, which is located in at southwest corner of the project area, is currently under construction in accordance with Environmental Resource Permit No. 50-101283-P, and will tie into the master SWM system.

Ownership, Operation and Maintenance

Perpetual operation and maintenance of the SWM system is the responsibility of Groves Town Center Master Association, Inc. as indicated in the submitted governing documents (Exhibit No. 4.0). Upon completion of construction and in conjunction with submittal of the construction completion certification, a request for transfer to the operating entity and recorded copies of its governing documents must be submitted in accordance with General Condition No. 7.

Engineering Evaluation:

Land Use

Refer to the Engineering Evaluation Table and Exhibit No. 2.1 for the land use breakdown.

Water Quality

The project is located within a watershed identified by the Florida Department of Environmental Protection as impaired for turbidity and chlorophyll-a; therefore, the design includes a site-specific pollutant loading analysis and an additional 50% water quality treatment volume above the amounts required pursuant to Section 4.2.1, Volume II, as reasonable assurances that the projects discharge will not cause or contribute to violations of State water quality standards. The project provides 8.09 ac-ft. of water quality treatment.

The project includes Implementation of a Turbidity and Erosion Control Plan, (Exhibit No. 2.0), as additional reasonable assurance of compliance with water quality criteria during construction.

Discharge

Discharge from this project is limited to the C-51 sub-basin 11 allowable discharge rate of 27 CSM (3.87 cfs) associated for the 10-year, 3-day storm event. The project discharge of 3.78 cfs is within the allowable limit for the area.

Parking Lot Design

As found in the Water Quantity Data Table, minimum parking lot elevations have been set at or above the calculated design storm flood elevation.

Road Design

As found in the Water Quantity Data Table, minimum road center line elevations have been set at or above the calculated design storm flood elevation.

Perimeter Berm

As found in the Water Quantity Data Table, minimum perimeter berm elevations have been set at or above the calculated design storm flood elevation.

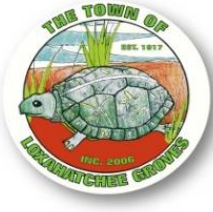
Finished Floors

As found in the Water Quantity Data Table, minimum finished floor elevations have been set at or above the calculated design storm flood elevation.

Flood Plain/Compensating Storage

The permittee submitted calculations demonstrating that the project will meet the compensating





Town of Loxahatchee Groves

[155 "F" Road • Loxahatchee Groves, Florida 33470 • Telephone \(561\) 793-2418 • Fax \(561\) 793-2420](#)

TO: Town Council

THRU: Francine Ramaglia, Town Manager

FROM: Jim Fleischmann, Town Planning Consultant

RE: 15171 Williams Drive Specimen Tree Report

DATE: May 6, 2025

Background:

Oscar Robles, owner of the property located at 15171 Williams Drive (Ref: Exhibit 2), has received approval of a Floodplain Development Application (FDA) to provide an onsite stormwater management system to accommodate a proposed single-family residential development. He has also received a Vegetation Waiver Permit for his proposed single-family residential development and filed a Vegetation Removal Permit (VRP) application for approval to remove specified native trees on the property to construct the retention pond required by the FDA.

Mr. Robles has worked diligently with the Town's Public Works Department and Planning and Zoning Division staff to plan the required stormwater management facilities and apply for the appropriate vegetation removal permits.

The VRP application includes the proposed removal of native Specimen trees within the required stormwater management pond. The location of the stormwater management pond is illustrated on Exhibit 1.

Per ULDC Section 87-035(C)(2)(i), Specimen trees are not subject to cutting, relocation, or mitigation without Town Council approval. To determine if Council approval is necessary, a native tree survey within the area of the property where the stormwater management pond is to be located was prepared by Town staff and its Arborist consultant, Ecotone Services. Per the VRP application, native trees to be removed are all located within the stormwater management pond illustrated on Exhibit 1. Each tree to be removed was individually tagged.

Native Specimen tree species to be removed include 4 Cypress with a minimum DBH of 13 inches. The following data, extracted from the survey, summarizes the trees proposed to be removed.

A. Native Specimen Trees Minimum Size (DBH) Criteria

Cypress = 13 to 17 inches

B. Location of Native Specimen Trees (Ref: Exhibit 1): Total of 4.

C. Detail of Native Specimen Trees to be Removed:

Tag Reference	Species	Diameter (DBH)
213	Cypress	14 inches
215	Cypress	13 inches
216	Cypress	17inches
217	Cypress	17 inches

Removal of all native trees, including the above list of Tag Reference Specimen trees, within the area illustrated on Exhibit 1 requires prior approval of a VRP including a mitigation plan.

The Specimen Tree Report and approval Resolution 2024-86 were initially presented for consideration by the Town Council at its meeting on November 12, 2024. At the meeting the Town Council questioned whether the tree removal is proposed to occur within a designated wetland and directed staff to research the matter and return with an answer at a future meeting.

LRM, Inc. directed its Arborist Sub-Contractor (Ecotone Services) to research the wetland issue. Following its research, Ecotone Services prepared a report on January 2, 2025. The Ecotone Services report (Ref: Exhibit 3) summarizes FDEP site investigations in November of 2021 and May of 2022 related to potential dredge/fill activities within wetlands or other surface waters onsite.

It was determined by FDEP that, although dredge/fill activities had previously occurred within "wetlands/other surface waters" onsite, the activities were not within state assumed Waters of the United States (WOTUS). Based upon this finding, the FDEP concluded that: (1) it had no jurisdiction in the matter; (2) no further action was required; and (3) the complaint investigation was considered closed.

Recommendation:

Jim Fleischmann, LRM, Inc., Town Planning Consultant, is recommending approval of the removal of the 4 noted Cypress Trees with the appropriate mitigation.

Exhibits:

1. Location of the stormwater management pond tree removal area
2. Current aerial photograph and PAPA property data
3. Ecotone Services Report dated January 2, 2025.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2025-31

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING REMOVAL OF 4 CYPRESS SPECIMEN TREES AT 15171 WILLIAMS DRIVE ROAD; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves (Town) desires to protect the tree canopy throughout the Town; and

WHEREAS, Oscar Robles (Owner) owns property within the Town located at 15171 Williams Drive Road (Property); and

WHEREAS, the Owner desire to remove four (4) native specimen trees (Cypress) from the Property in accordance with the associated Vegetation Removal Permit (VRP) Approval Application; and

WHEREAS, the removal of the four (4) native specimen trees from the Property is in accordance with the approved Floodplain Development Application (FDA); and

WHEREAS, pursuant to Section 87-035 of the Town's Unified Land Development Code, cutting, relocation and mitigation of specimen trees must be approved by the Town Council.

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 approves removal of four (4) native specimen trees on the Property identified for removal in the associated VRP Approval Application dated September 27, 2024.

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.

THE REMAINDER OF THIS PAGE IS LEFT BLANK

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	☐	☐	☐
MARGARET HERZOG, VICE MAYOR	☐	☐	☐
PHILLIS MANIGLIA, COUNCILMEMBER	☐	☐	☐
LISA EL-RAMEY COUNCILMEMBER	☐	☐	☐
PAUL COLEMAN, COUNCILMEMBER	☐	☐	☐

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA, THIS 6th DAY OF MAY, 2025.**

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Anita Kane

Valerie Oakes, Town Clerk

Vice Mayor Marge Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Phillis Maniglia

Office of the Town Attorney

Councilmember Lisa El-Ramey

Councilmember Paul Coleman

EXHIBIT 2 – PAPA AERIAL AND PROPERTY DATA**Property Detail**

Location Address : 15171 WILLIAMS DR
Municipality : LOXAHATCHEE GROVES
Parcel Control Number : 41-41-43-17-01-248-0030
Subdivision : LOXAHATCHEE GROVES IN
Official Records Book/Page : 34039 / 1363
Sale Date : DEC-2022
Legal Description : LOXAHATCHEE GROVES E 322.50 FT OF W 645 FT OF S 337.50 FT OF TR 48 BLK B

Owner Information

Owner(s)	Mailing Address
ROBLES OSCAR P	436 ISLAND SHORES DR WEST PALM BEACH FL 33413 2107

Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
DEC-2022	\$10	34039 / 01363	QUIT CLAIM	ROBLES OSCAR P
FEB-2019	\$10	30451 / 00898	QUIT CLAIM	ROBLES CONCRETE INC
JUL-2016	\$150,000	28504 / 00198	WARRANTY DEED	ROBLES OSCAR PEREZ &
MAY-1981	\$16,000	03519 / 00341	WARRANTY DEED	LOWE ROY L &
JAN-1972	\$8,500	02171 / 01373		

Exemption Information

No Exemption Information Available.

Property Information

Number of Units : 0
*Total Square Feet : 0
Acres : 2.50
Property Use Code : 0000—VACANT
Zoning : AR—AGRICULTURAL RESIDENTIAL (41-LOXAHATCHEE GROVES)

Appraisals

Tax Year	2024	2023	2022	2021	2020
Improvement Value	\$0	\$0	\$0	\$0	\$0
Land Value	\$275,000	\$250,000	\$198,375	\$156,750	\$156,750
Total Market Value	\$275,000	\$250,000	\$198,375	\$156,750	\$156,750

Assessed and Taxable Values

Tax Year	2024	2023	2022	2021	2020
Assessed Value	\$275,000	\$250,000	\$172,425	\$156,750	\$156,750
Exemption Amount	\$0	\$0	\$0	\$0	\$0
Taxable Value	\$275,000	\$250,000	\$172,425	\$156,750	\$156,750

Taxes

Tax Year	2024	2023	2022	2021	2020
AD VALOREM	\$5,576	\$4,855	\$3,590	\$3,193	\$3,220
NON AD VALOREM	\$950	\$900	\$900	\$950	\$839
TOTAL TAX	\$6,526	\$5,755	\$4,490	\$4,143	\$4,058

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcpcapao.gov

15171 Williams Drive

DOROTHY JACKS
CRP, AAS
Palm Beach County Property Appraiser



EXHIBIT 3– ECOTONE SERVICES REPORT



15171 Willaims Drive, Loxahatchee Groves
Wetland Summary
January 2, 2025

Several site visits were made on the project site during 2024, with the most recent being December 3, 2024 that included Jerry Renick (Ecotone Services) and Town of Loxahatchee Groves planning consultant (Jim Flesichmann). The intent of this site visit was to determine if there appeared to be any historical wetlands on the project site and to what degree if any may have been impacted (filled) without property agency authorization (Florida Department of Environmental Protection, U. S. Army Corps of Engineers).

According to the Soil Survey of Palm Beach County Area (USDA, Natural Resource Conservation Service), the underlying soils are comprised of hydric (wetland like) soils (See Exhibit A, Soil Survey). These soil types include Floridana fine sand, frequently ponded and Riviera fine sand. Much of the project site has been cleared of natural vegetation, and the dominant remaining tree canopy cover is comprised of mature pond cypress trees. A rather dense stand of these cypress trees exist on the southern section of the project site, and is the location of a proposed stormwater pond. It appears that a significant amount of offsite fill material was been onsite including around many of these existing cypress trees. According to the review of historical aerial imagery (Google Earth ®), much of the previously existing tree canopy (pond cypress, slash pine) was removed between 2017 and 2022 (estimate). One of the adjoining properties located at the northeast corner of the project site also has some remnant mature pond cypress trees (southwest corner of adjacent property) and the existing soil conditions appear to be more natural and contain hydric characteristics.

Written correspondence provided by the property owner demonstrates that the FDEP performed a site visit as part of a complaint investigation (See Exhibit B, FDEP Memo to File) on November 12, 2021 and May 5, 2022. As a result of these site visits and review of an existing South Florida Water Management District (SFWMD) permit (50-01682-S), FDEP concluded the following:

- FDEP did not have State 404 jurisdiction over this project site as delegated by U. S. Army Corps of Engineers;
- SFWMD permit 50-01682-S authorized any wetland impacts according to state jurisdiction;
- As a result of these findings, no further action is required for this project site.

Ecotone Services biologist reached out to current FDEP staff via email, and this final agency action (No Further Action) was confirmed for this project site (See attached Exhibit D).

Please let me know if you have any questions.

Sincerely,
ECOTONE SERVICES, INC.

Jerry Renick, MS, CEP
ISA Certified Arborist FL-0427A



Ecotone Services, Inc. P.O. Box 556, FL 32948

www.ecotoneservices.com • (772) 453-3339 • ecotoneservices@gmail.com



0.2865, 26.6959) (-80.2836, 26.6973) | 13 acres



15 – Floridana fine sand, frequently ponded
 36 – Riviera fine sand



Ecotone Services
 P.O. Box 556
 Fellsmere, FL 32948
 (772) 453-3339

Exhibit B

Soils Map

15171 Williams Drive
 Loxahatchee Groves, Palm Beach County, Florida

Drawn by: JWR
 Checked by:
 Date: 1/2/2025

Project No:

Date: 1/2/2025

Scale: Not To Scale

Memorandum

Florida Department of
Environmental Protection

Southeast DISTRICT

TO: File

THROUGH: Sirena Davila

FROM: Caleb Siggins

DATE: 9/16/2022

SUBJECT: Summary of complaint investigation at 15171 Williams Dr, Loxahatchee Groves, FL 33470 Parcel ID: 41-41-43-17-01-248-0030

The above referenced property was inspected on November 12th, 2021 and May 5, 2022. The inspection was in response to a referral made from the ERP/State 404 permitting group for potential State 404 and ERP violations. The inspection determined that although dredge/fill activities had occurred in wetlands/other surface waters onsite, activities are not within state assumed Waters of the United States (WOTUS), as demonstrated in the enclosed inspection report, 62-340, F.A.C. Point Description Sheet(s) and non-WOTUS documentation which was completed for the subject property. ERP wetland impacts are authorized under the Loxahatchee Groves WCD ERP permit (SFWMD permit no.: 50-01682-S).

The Department's State 404 Program complaint investigation is considered closed and no further action is required.

Caleb Siggins

9/16/2022

Caleb Siggins, Environmental Specialist I
Inspector Signature

Date



9/19/2022

Sirena Davila, Assistant Director
Manager Signature

Date

Enclosure: 62-340, F.A.C. Point Description Sheet, Inspection Report and Non-WOTUS documentation

SITE PHOTOGRAPHS – Exhibit C



South view across property that demonstrates apparent fill around naturally existing trees



Apparent shell rock fill material placed in center of lot and around existing trees



Ecotone Services, Inc. P.O. Box 556 Fellsmere, FL 32948
www.ecotoneservices.com • (772) 453-3339 • ecotoneservices@gmail.com



Cypress trees in the southwest corner of adjacent property



More natural looking soil profile near adjacent property cypress trees



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www.ecotoneservices.com • (772) 453-3339 • ecotoneservices@gmail.com



Jerry Renick <ecotoneservices@gmail.com>

15171 Williams Drive, Loxahatchee Groves 3 messages

Jerry Renick <ecotoneservices@gmail.com>
 To: "Tracey, John" <John.Tracey@floridadep.gov>, "Rocco, Antonella" <Antonella.Rocco@floridadep.gov>, Caleb.Siggins@floridadep.gov
 Cc: Jim Fleischmann <lrnjim@bellsouth.net>

Mon, Dec 23, 2024 at 10:52 AM

Happy holidays to all of you.
 Sorry about the inclusive email, but these days I am not sure who still is with FDEP today.
 I am trying to get clarification on the State permit history for this property located at 15171 Williams Drive in Loxahatchee Groves.

Caleb, you did a site visit and drafted this memo regarding this property a couple of years ago. I understand the conclusion regarding the State 404 delegation at that time. However, the ERP referenced in this memo does not appear to be associated with this individual lot but more so with regards to the water control structures in the C-51 canal and this water control district. The attached permit referenced in the memo is pre-ERP, and FDEP would have regulatory authority over a 5 acre, single-family (AR zoned) property, not SFWMD.

All that being said, the Town of Loxahatchee Groves town council has requested that I help clarify if there are any potential wetland preservation or compliance related issues for this property. Clearly historical filling has occurred on the property, pond cypress trees are very evident onsite now and in aerial photo images from years past that are no longer present and the natural soils are hydric (Floridana fine sand, frequently ponded).

I would greatly appreciate any further clarification on this matter and look forward to hearing from you by phone or email is fine.

Memorandum		Florida Department of Environmental Protection
SOUTHEAST DISTRICT		
TO:	File	
THROUGH:	Susan Davis	
FROM:	Caleb Siggins	
DATE:	9/16/2022	
SUBJECT: Summary of compliance investigation at 15171 Williams Dr. Loxahatchee Groves, FL 33470 Parcel ID: 41-41-43-7-01-249-0000		
The above referenced property was inspected on November 12th, 2021 and May 5, 2022. The inspection was in response to a referral made from the ERP State 404 permitting group for potential State 404 and ERP violations. The inspection determined that dredge and fill activities had occurred in wetlands other surface waters onsite. Activities are not within state regulated Waters of the United States (WOTUS) as demonstrated in the enclosed inspection report, 62-340, F.A.C. Point Description Sheet (s) and also WOTUS documentation which was completed for the subject property. ERP certified inspectors are authorized under the Loxahatchee Groves WCD ERP permit (SFWSID permit no.: 59-01652-5). The Department's State 404 Program compliance investigation is considered closed and no further action is required.		
Caleb Siggins		9/16/2022
Caleb Siggins, Environmental Specialist I		Date
Inspector Signature		
		9/16/2022
Susan Davis, Assistant District Manager Signature		Date
Enclosure: 62-340, F.A.C. Point Description Sheet, Inspection Report and New WOTUS documentation		

Thank you,

Jerry Renick, MS, CEP
 Principal Environmental Scientist

ABCEP Certified Environmental Professional #9050433
 ISA Certified Arborist FL-0427A
 Commercial Pesticide Applicator CM15121



Address: P.O. Box 556, Fellsmere, FL 32948
 Phone: (772) 453-3339
 Email: jrenick@ecotoneservices.com
 Website: www.ecotoneservices.com

01048-B_PermitFileHistory_751393.pdf
 951K

Tracey, John <John.Tracey@floridadep.gov>
 To: Jerry Renick <ecotoneservices@gmail.com>, "Rocco, Antonella" <Antonella.Rocco@floridadep.gov>
 Cc: Jim Fleischmann <lrnjim@bellsouth.net>

Thu, Dec 26, 2024 at 12:03 PM

Good Afternoon,

Caleb no longer works with the Department.

Looking at the memo sent, no further actions are being taken by the Department on this property.

Any applicable local rules and regulation from the Town of Loxahatchee Groves would still need to be followed, however.

Please let me know if you have any questions.

Thank you,



John Tracey
Environmental Manager
Florida Department of Environmental Protection
Southeast District – West Palm Beach
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
John.Tracey@FloridaDEP.gov
Office: 561.681.6717



From: Jerry Renick <ecotoneservices@gmail.com>
Sent: Monday, December 23, 2024 10:52 AM
To: Tracey, John <John.Tracey@FloridaDEP.gov>; Rocco, Antonella <Antonella.Rocco@FloridaDEP.gov>; Caleb Siggins <Caleb.Siggins@floridadep.gov>
Cc: Jim Fleischmann <jrmijm@bellsouth.net>
Subject: 15171 Williams Drive, Loxahatchee Groves

EXTERNAL MESSAGE

This email originated outside of DEP. Please use caution when opening attachments, clicking links, or responding to this email.

Happy holidays to all of you.

Sorry about the inclusive email, but these days I am not sure who still is with FDEP today.

I am trying to get clarification on the State permit history for this property located at 15171 Williams Drive in Loxahatchee Groves.

Caleb, you did a site visit and drafted this memo regarding this property a couple of years ago. I understand the conclusion regarding the State 404 delegation at that time. However, the ERP referenced in this memo does not appear to be associated with this individual lot but more so with regards to the water control structures in the C-51 canal and this water control district. The attached permit referenced in the memo is pre-ERP, and FDEP would have regulatory authority over a 5 acre, single-family (AR zoned) property, not SFWMD.

All that being said, the Town of Loxahatchee Groves town council has requested that I help clarify if there are any potential wetland preservation or compliance related issues for this property. Clearly historical filling has occurred on the property, pond cypress trees are very evident onsite now and in aerial photo images from years past that are no longer present and the natural soils are hydric (Floridana fine sand, frequently ponded).

I would greatly appreciate any further clarification on this matter and look forward to hearing from you by phone or email if fine.

Memorandum		Florida Department of Environmental Protection
Southeast DISTRICT		
TO:	Fde	
THROUGH:	Suzan Devils	
FROM:	Caleb Siggins	
DATE:	9/16/2022	
SUBJECT: Summary of complaint investigation at 15171 Williams Dr. Loxahatchee Groves, FL 33470 Parcel ID: 41-41-41-1-01-24E-000		
The above referenced property was inspected on November 12th, 2021 and May 5, 2022. The inspection was in response to a referral made from the ERP State 404 permitting group for potential State 404 and ERP violations. The inspection determined that although dredged fill activities had occurred in wetlands other wetland values exist. Activities are not within state defined Waters of the United States (WOTUS), as demonstrated by the enclosed inspection report, 45-143, F.A.C. Permit Description Sheet(s) and non-WOTUS documentation which was completed for this subject property. ERP wetland signs are authorized under the Loxahatchee Groves WCD ERP permit (SFWMD permit no.: 50-01552-5). The Department's State 404 Program complaint investigation is considered closed and no further action is required.		
<i>Caleb Siggins</i>	9/16/2022	
Caleb Siggins, Environmental Specialist I Inspector Signature	Date	
<i>Suzan Devils</i>	9/16/2022	
Suzan Devils, Assistant District Manager Signature	Date	
Enclosure: 45-143, F.A.C. Permit Description Sheet, Inspection Report and Non-WOTUS documentation		

Thank you,

Jerry Renick, MS, CEP
Principal Environmental Scientist

ABCEP Certified Environmental Professional #9050433
ISA Certified Arborist FL-0427A

Commercial Pesticide Applicator CM15121

Address: P.O. Box 556, Fellsmere, FL 32948

Phone: (772) 453-3339

Email: jrenick@ecotoneservices.com

Website: www.ecotoneservices.com

 Dep Customer Survey

Jerry Renick <ecotoneservices@gmail.com>

To: "Tracey, John" <John.Tracey@floridadep.gov>

Cc: "Rocco, Antonella" <Antonella.Rocco@floridadep.gov>, Jim Fleischmann <jimjim@bellsouth.net>

Thu, Dec 26, 2024 at 12:24 PM

Thank you, John

Thank you,

Jerry Renick, MS, CEP
Principal Environmental Scientist

ABCEP Certified Environmental Professional #9050433
ISA Certified Arborist FL-0427A
Commercial Pesticide Applicator CM15121



P.O. Box 556, Fellsmere, FL 32948
(772) 453-3339
jrenick@ecotoneservices.com
www.ecotoneservices.com

Licensed Real Estate Agent
SL3623153
www.curriproperties.net

[Quoted text hidden]

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

**AGENDA MEMO****TO: Town Council of Town of Loxahatchee Groves****FROM: Francine Ramaglia, Town Manager****DATE: May 6, 2025****SUBJECT: Quarterly Reports – Receive & File**

Background:

Quarterly Reports to be received and files are as follows:

- a. Building - Jacek Tomasik, Building Official
- b. Code Enforcement – Caryn Gardner-Young, Community Standards Manager
- c. Engineering - Tara Bamber, Engenuity Group and Randy Wertepny, Keshavarz & Associates
- d. Finance - Chris Wallace from Munilytics
- e. Grants & Human Resources – Amber Schneider, Contract/Grants & HR Coordinator
- f. Information Technology Services - Node0
- g. Palm Beach County Fire Rescue - Chief Vomero
- h. Palm Beach County Sheriff's Office - Captain Sandt
- i. Planning and Zoning - Kaitlyn Forbes, Complete Cities and Jim Fleischmann, Town Planner
- j. Public Works - Richard Gallant, Public Works
- k. Town Attorney – Glen Torcivia, Town Attorney
- l. Town Clerk - Valerie Oakes

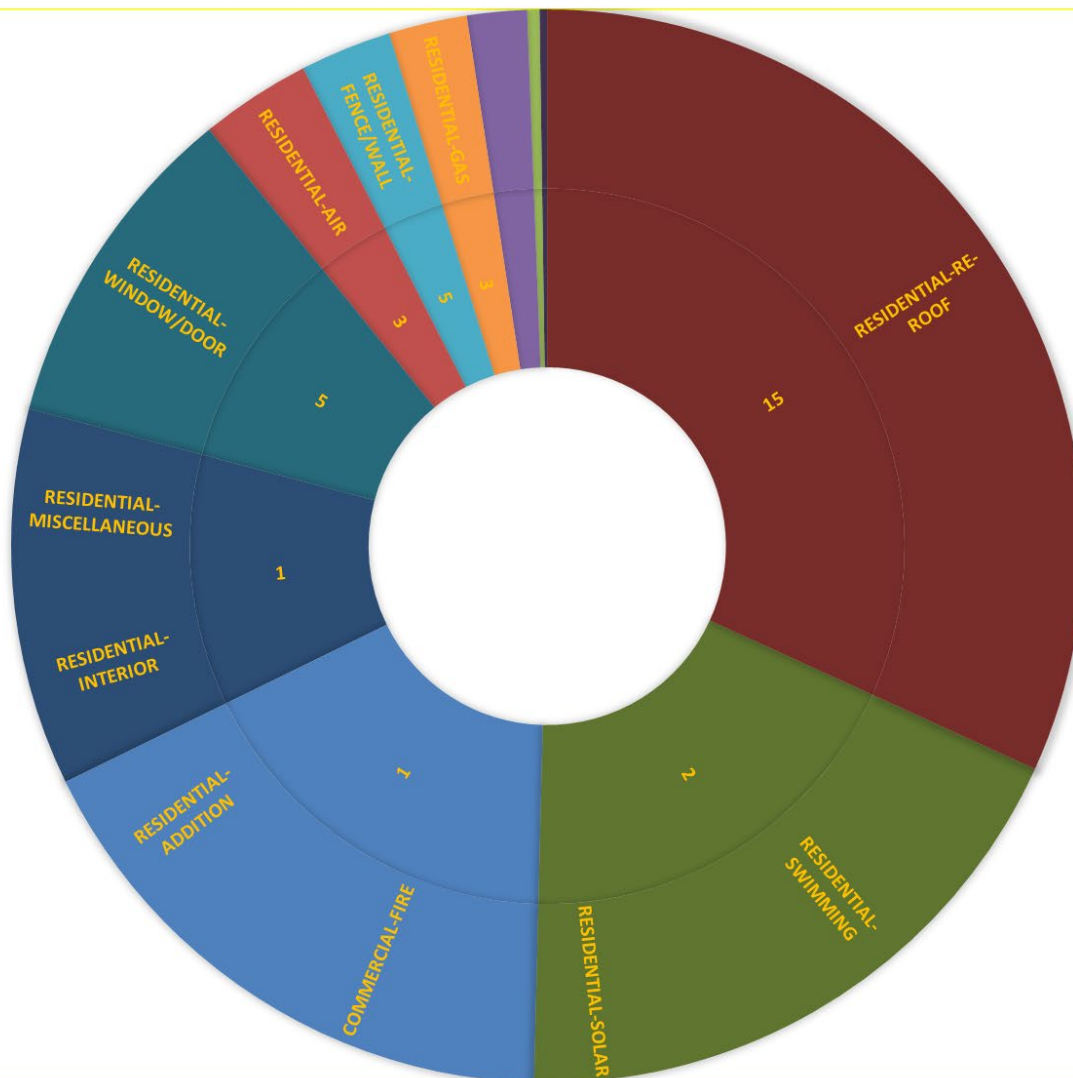
The Building Department quarterly report is intended to inform the Town Council and the residents of various permitting activities, as well as the most recent improvements in the overall permitting and customer services

BUILDING PERMIT ACTIVITIES THIS QUARTER

- Issued 50 Building Permits
- Performed 120 Inspections and 103 Plan Reviews
- Collected \$55,673.25 In permit and other fees

Building Permits Issued, Construction Value, and Fees Paid			
PERMITS ISSUED	PERMIT TYPE	JOB-VALUE	FEES PAID
1	COMMERCIAL-FIRE	\$125,975.00	\$2,675.40
1	COMMERCIAL-LOW	\$2,500.00	\$266.50
1	RESIDENTIAL-ADDITION	\$60,000.00	\$1,281.25
3	RESIDENTIAL-AIR	\$36,204.00	\$303.74
1	RESIDENTIAL-DETACHED	\$4,000.00	\$256.25
2	RESIDENTIAL-ELECTRIC	\$19,575.91	\$684.91
5	RESIDENTIAL-FENCE/WALL	\$29,907.00	\$1,274.00
3	RESIDENTIAL-GAS	\$25,662.65	\$846.40
1	RESIDENTIAL-HURRICAN	\$6,720.00	\$266.50
1	RESIDENTIAL-INTERIOR	\$66,508.98	\$0.00
1	RESIDENTIAL-MISCELLANEOUS	\$50,000.00	\$1,119.30
1	RESIDENTIAL-NEW	\$0.00	\$208.00
15	RESIDENTIAL-RE-ROOF	\$345,144.79	\$8,158.00
2	RESIDENTIAL-SOLAR	\$45,045.00	\$1,067.15
2	RESIDENTIAL-SWIMMING	\$156,500.00	\$3,383.73
1	RESIDENTIAL-WATER HEATER	\$2,490.00	\$0.00
5	RESIDENTIAL-WINDOW/DOOR	\$108,650.00	\$2,678.85
46	TOTAL	\$1,084,883.33	\$24,469.98

BUILDING PERMITS ISSUED, CONSTRUCTION VALUE AND FEES PAID



2nd Quarter 2025 Permitting System Transition Overview

During the 2nd Quarter of 2025, permit applications and issuances were processed through both the legacy Gove-Easy system and the newly adopted My Government Online (MGO) platform. This dual-system usage during the transition period has resulted in minor discrepancies between the reported number of permits and the total fees collected.

As of the end of the quarter, MGO is now fully implemented and operational for all permit types, including Building, Site Development, Right-of-Way (ROW), Vegetation Removal, and various others. The new system enhances the permitting process by enabling:

- Seamless digital submittals
- Streamlined plan reviews
- Real-time inspection scheduling and tracking
- Improved customer and applicant communication
- This modernization represents a significant step forward in service delivery, increasing transparency and efficiency across all permitting operations.

Code Compliance Department Quarterly Report – January 1 to March 31, 2025

Mission Statement

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

Code Compliance Operations Summary

The Code Compliance Department'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 typically through Courtesy Letters followed by formal postings such as Notices of Violation (NOV)/Notices of Hearing (NOH) if compliance cannot be achieved through cooperation.

While the Department is complaint-driven, officers are also empowered to take action when they observe violations in the field. In 2023 and in 2024, the Town Council directed staff to take a proactive approach to critical items including:

- Floodplain Development Activities (FDAs)
- Unauthorized clearing or construction
- Manure violations
- Recreational vehicles visible from the road
- Unpermitted commercial vehicle use

Anonymous complaints are not accepted under Florida Statute 162.21 unless there is an imminent threat to public health, safety, or the environment. The Town may verify the identity of complainants as all information becomes public record.

Voluntary compliance remains the goal. Staff prioritizes communication before enforcement and regularly resolves issues through phone calls, meetings, and outreach. Courtesy Letters are effective in addressing minor issues such as vegetation overgrowth, improper trailer parking, or bulk trash. However, formal enforcement is necessary for more serious violations like unpermitted fill in flood hazard areas.

Communicating with residents is key to resolving violations.

Enforcement Statistics

	Q1 FY 25	Q2 FY 25	YTD 2025
Cases Open at Start of Period	132	114	246
New Cases Opened During Period	42	627	669
Cases Opened from Citizen Complaints	42	627	669
Cases Closed During Period	60	549	609
Cases Closed Due to Compliance	56	483	539
<i>Cases Remaining Open at End of Period</i>	114	135	229

Initial Inspections Conducted	41	627	668
Re-inspections	51	456	507
Total Inspections	92	1083	1175

Magistrate Cases by Violation Type

	Q1 FY 25	Q2 FY 25	YTD 2025
Floodplain Development (FDA)	5	71	76
Recreational Vehicle/Trailer	9	199	208
Business Tax Receipt	1	128	129
Building Permits Required	3	68	71
Zoning	3	27	30
Bulk Trash	0	11	11
Right-of-Way Violations	1	0	1
Tree Removal (Unpermitted)	2	22	24
Commercial Vehicles / Trailers	1	8	9
Garbage / Trash Violations	0	11	11
Equipment Screening	0	59	59
Sign Violation	2	0	2
Property Maintenance	3	0	3
Misc Violations	11	17	28
Manure Violations	1	6	7

Note that during 1st Quarter a Full Time Code Officer did not start until Dec. 2024

Please note that the above cases do not include approximately:

- 70 +/- expired permits
- 40 +/- site triangle courtesy letters
- 50 +/- potential sign code violations

Recreation Vehicle Cases

There are over 200 recreational vehicle cases as shown below

	Q1 FY 25	Q2 FY 25	YTD 2025
	9	199	208

As of this reporting period, **approximately 60 new RV-related cases** are being processed, along with **30 revised cases** where the original Notices of Violation (NOVs) required correction. Updated NOVs are being finalized this week.

For cases that have already gone before the **Special Magistrate**, a **30-day correction window** was granted. Code Compliance staff will calendar these cases for re-evaluation in **four months** to confirm long-term compliance. If violations persist, staff will bring those cases forward for **Council review to consider foreclosure**, following reauthorization from the Special Magistrate.

For properties where **no recreational vehicle (RV) was found on site**, files will be **closed**. Given that the current timeframe is **outside of peak season**, there will be **no immediate**

reinspections. However, staff will calendar those properties for reevaluation **during the next high season.**

Cases involving **occupied RVs** will be scheduled for **on-site inspections next week**, with an anticipated rate of **7–10 inspections per day**. Inspections will be conducted by any available trained Code Officer and/or other staff, including support from Jacek if inspections are required over a weekend.

Staff continue to manage significant workload demands related to RV cases—including **case file preparation, investigations, resident communication, and hearing preparation.** While progress has been steady, resources remain limited. Staff remain hopeful that these represent the **final phase of intensive RV enforcement** efforts.

Fines and Liens Summary

The Town continues to track significant fines and liens associated with unresolved or repeat code violations. As of March 31, 2025, the top violators remain consistent, with substantial amounts accrued across multiple cases. Other properties have smaller but recurring fines, often related to zoning, floodplain activity, and/or unpermitted construction/activities.

Staff will continue to monitor these properties and pursue Magistrate orders and title searches where warranted under the Town's November 2024 foreclosure policy where:

Foreclosure may be considered if:

- Liens exceed **\$100,000**
- Property is **out of compliance for over a year**
- Violations pose a **risk to health or safety**

Enforcement prioritizes high-risk, non-homesteaded properties with long-standing noncompliance.

Before any action:

- Staff must **verify eligibility**, order **title search**, complete a **checklist**, and obtain a **Special Magistrate order**
- Obtain required **Town Council approval**

However, the Town has one case approved by the Town Council to proceed to foreclosure which we are in the process of hiring a specialized foreclosure attorney. We also have approximately 8 cases which we are seeking title searches to determine if a foreclosure is appropriate.



Memorandum

To: Loxahatchee Groves Town Council
Francine Ramaglia, Town Manager

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

Subject: Quarterly Report – January 1 to March 31, 2025

Date: April 17, 2025

Below is a condensed version of the work that Engenuity Group, Inc. provided within January 1st to March 31st in 2025 as the Town Engineer and Engenuity Group Staff.

1. Land Development Fee-Based Applications:

- a. Site Development (FDA) **22**; Approvals **4**
- b. Right of Way **10**; Approvals **3**
- c. Pre-Application **1**
- d. Pre-Construction **1**
- e. Construction **3**
- f. Project Closeout **7**
- g. Building Permits **7**

2. Code Compliance Research (non-permitted): Cases **3**

3. Development Review Committee:

- a. Projects Reviewed **1**
- b. Meetings **0**

4. General Services:

- a. Design Town Culvert Replacements (plans/permitting) **3**
- b. Monthly Staff Meetings **2**
- c. Quarterly Report

- d. Create "2024 Overview and Calculations Guidance" for the Ordinance 2024-14- Amending Section 130-035
 - e. MGO Training
 - f. Create Approval Stamp for Approved Plans
- 5. Survey:**
- a. Sketch and Legal Drainage Easement



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Jeff Kurtz, Project Coordinator

DATE: May 6, 2025

SUBJECT: Review of Quarterly financial reports

Background:

Attached are the Budget to Actual (B2A) for Revenues and Expenditures Report for the following periods:

1. September 30, 2024, 4th Quarter of FY24
2. December 31, 2024, 1st Quarter of FY 25
3. March 31, 2025, 2nd Quarter of FY 25

Also attached are vendor reports for the FY 24 and through the second quarter of FY25, and balance sheet through the second quarter of FY 25. The fund balance information for the close of FY 24 can be found in the draft audit document at page 18.

The FY25 budget will be the subject of a proposed budget amendment. Among the areas that will be proposed for amendment are:

1. Legal Services – The total legal services budget for FY25 absent cost recovery items was \$226,120 consisting of \$193,000 for general legal services and \$33,120 for code enforcement work. The B2A second quarter report shows expenditures for those services had exceeded the allocated annual budget by approximately \$7,000. Those expenditures were for 5 months of the fiscal year as the invoices for March were not received until April. Total charges for legal services were approximately \$44,000. The Town Attorney has indicated the firm will be requesting a budget adjustment equal to \$30,000 per month for the remainder of the fiscal year, which will mean a total adjustment of approximately \$230,000, if the request is granted by Town Council.
2. The Town Council had directed staff to pursue TPA grants related to Okeechobee Boulevard improvements, so as a part of the budget amendment staff will be requesting the reinstitution of \$100,000 to the Capital Improvement Plan (CIP) to cover costs associated with that project for this fiscal year.
3. Establishing a Community Services Director to oversee planning, engineering review, and code enforcement functions and the retention of a full-time code enforcement officer will require monies to be reallocated in the General Fund.



155 F Road Loxahatchee Groves, FL 33470

4. Savings incurred in bid prices versus budgeted amounts for culvert projects, catch basins and drainage projects will allow the completion of swale work on 161st to be contracted out and the return of public works drainage crews to begin work on the A road canal restabilization and thus move forward with the A Road paving project.
5. Additional funds are necessary to carry out the planning and design related to Tangerine and Citrus service improvements.

The staff is prepared to discuss these issues in greater detail at the meeting.

David DiLena from Projected Point, Inc., the Town's proposed Finance Director will present the reports to the Council.

Recommendation:

Receive and file.

Town of Loxahatchee
Budget to Actual
September 30, 2024

Item 14.

001 - General Fund
REVENUES

001-01-31-311-31000	Ad Valorem Taxes	\$	-	\$	1,527,667	\$	1,502,208	\$	(25,459)	101.69%	102.08%
001-01-31-314-31410	Electric Utility Tax	\$	84,681	\$	459,647	\$	391,000	\$	(68,647)	117.56%	117.97%
001-01-31-314-31480	Utility Service Tax- Propane	\$	3,131	\$	21,453	\$	11,000	\$	(10,453)	195.03%	98.12%
001-01-31-315-31500	Communication Services	\$	7,778	\$	93,943	\$	94,000	\$	57	99.94%	101.66%
001-01-31-316-31600	Local Business Tax	\$	33,125	\$	142,655	\$	100,000	\$	(42,655)	142.66%	92.98%
001-01-32-323-32310	FPL Franchise Fee	\$	33,452	\$	324,793	\$	310,000	\$	(14,793)	104.77%	131.34%
001-01-32-323-32330	PBC Water Utility Franchise	\$	4,209	\$	41,690	\$	30,000	\$	(11,690)	138.97%	192.12%
001-01-32-323-32360	PBC Sewer Utility Franchise	\$	2,389	\$	14,009	\$	-	\$	(14,009)	NA	112.41%
001-01-32-323-32370	Solid Waste Franchise	\$	15,703	\$	208,558	\$	190,000	\$	(18,558)	109.77%	130.54%
001-01-32-323-32390	Hauler's Franchise Fee	\$	-	\$	3,515	\$	6,800	\$	3,286	51.68%	129.56%
001-01-32-329-32900	Building Permits	\$	10,752	\$	301,586	\$	200,000	\$	(101,586)	150.79%	96.95%
001-01-32-329-32901	Other Permits	\$	550	\$	(1,450)	\$	60,000	\$	61,450	(2.42%)	20.02%
001-01-32-329-32903	Floodplain Development Application	\$	250	\$	10,600	\$	-	\$	(10,600)	NA	NA
001-01-32-329-32905	Alarm Registration	\$	281	\$	4,406	\$	-	\$	(4,406)	NA	NA
001-01-32-329-32906	Right of Way Permit	\$	600	\$	2,200	\$	-	\$	(2,200)	NA	NA
001-01-32-341-34135	Administrative Charge Dependent District	\$	-	\$	172,500	\$	172,500	\$	-	100.00%	100.00%
001-01-33-335-35120	Municipal Revenue Sharing	\$	6,909	\$	86,814	\$	86,000	\$	(814)	100.95%	109.15%
001-01-33-335-35150	Alcoholic Beverage License Tax	\$	-	\$	1,596	\$	6,000	\$	4,404	26.60%	56.61%
001-01-33-335-35180	Half Cent Sales Tax	\$	24,175	\$	335,884	\$	330,000	\$	(5,884)	101.78%	119.03%
001-01-33-338-33800	Shared Revenue From Other Governments	\$	4,965	\$	12,446	\$	-	\$	(12,446)	NA	NA
001-01-34-341-34000	General Government Charges	\$	206	\$	4,406	\$	9,000	\$	4,594	48.96%	68.09%
001-01-34-341-34180	Planning and Zoning Fees	\$	2,500	\$	37,762	\$	-	\$	(37,762)	NA	NA
001-01-34-341-34181	Zoning Review of Building Permits	\$	(327)	\$	(2,401)	\$	-	\$	2,401	NA	NA
001-01-34-341-34190	Cost Recovery Fees	\$	16,363	\$	238,459	\$	210,000	\$	(28,459)	113.55%	106.13%
001-01-35-351-35150	Court Fines	\$	1,300	\$	6,328	\$	-	\$	(6,328)	NA	327.55%
001-01-35-354-35400	Code Enforcement Fines	\$	936	\$	20,484	\$	10,000	\$	(10,484)	204.84%	501.28%
001-01-35-354-35401	Alarm Violation	\$	-	\$	244	\$	-	\$	(244)	NA	501.28%

Town of Loxahatchee
Budget to Actual
September 30, 2024

Item 14.

		September	YTD Through September 30	Budgeted	Balance	FY24 % Used Thru Sep 30	FY23 % Used Thru Sep 30
001-01-35-354-35410	Tree Mitigation	\$ -	\$ 746,865	\$ -	\$ (746,865)	NA	501.28%
001-01-36-361-36110	Interest	\$ 8,699	\$ 28,537	\$ 5,000	\$ (23,537)	570.74%	483.17%
001-01-36-369-36990	Other Miscellaneous Revenue	\$ 86	\$ 1,858	\$ 1,000	\$ (858)	185.80%	61.36%
001-01-38-381-38100	Transfer from Fund Balance	\$ -	\$ 506,059	\$ 506,059	\$ -	100.00%	NA
001-14-36-361-36110	Interest for FMIVT	\$ 953	\$ 8,553	\$ -	\$ (8,553)	NA	515.42%
Total Revenues		\$ 263,666	\$ 5,361,667	\$ 4,230,567	\$ (1,131,100)	126.74%	
EXPENDITURES							
001-10-51-511-51200	Regular Salaries	\$ 3,750	\$ 45,000	\$ 45,000	\$ -	100.00%	NA
001-10-51-511-52100	FICA Taxes	\$ 309	\$ 3,653	\$ 3,443	\$ (210)	106.09%	NA
001-10-51-511-53100	Lobbying Services	\$ 5,417	\$ 65,053	\$ 70,000	\$ 4,947	92.93%	NA
001-10-51-511-53101	Town Council Legal Expenses	\$ -	\$ 24,229	\$ -	\$ (24,229)	NA	NA
001-10-51-511-54000	Travel	\$ 1,466	\$ 4,751	\$ 5,000	\$ 249	95.03%	36.81%
001-10-51-511-55400	Books, Publications, Subscriptions	\$ 16	\$ 3,481	\$ 5,000	\$ 1,519	69.61%	101.63%
001-10-51-511-55500	Education & Training	\$ -	\$ 2,565	\$ 3,000	\$ 435	85.51%	NA
001-10-51-511-58200	Special Events/ Contributions	\$ -	\$ 11,589	\$ 10,000	\$ (1,589)	115.89%	66.42%
Town Council		\$ 10,958	\$ 160,320	\$ 141,443	\$ (18,877)	113.35%	

Town of Loxahatchee
Budget to Actual
September 30, 2024

Item 14.

		September	YTD Through September 30	Budgeted	Balance	FY24 % Used Thru Sep 30	FY23 % Used Thru Sep 30
001-12-51-512-51200	Regular Salaries	\$ 43,877	\$ 459,721	\$ 518,013	\$ 58,293	88.75%	105.10%
001-12-51-512-51400	Overtime	\$ 2,001	\$ 17,733	\$ 17,500	\$ (233)	101.33%	31.17%
001-12-51-512-52100	FICA Taxes	\$ 3,413	\$ 35,054	\$ 39,628	\$ 4,574	88.46%	115.03%
001-12-51-512-52200	Retirement FRS	\$ 7,779	\$ 93,889	\$ 106,502	\$ 12,613	88.16%	117.54%
001-12-51-512-52300	Health and Life Insurance	\$ (725)	\$ 44,919	\$ 53,366	\$ 8,447	84.17%	51.59%
001-12-51-512-52400	Worker's Compensation	\$ -	\$ 2,552	\$ 1,805	\$ (747)	141.40%	460.85%
001-12-51-512-53400	Other Services	\$ -	\$ 25,649	\$ 3,000	\$ (22,649)	854.97%	159.93%
001-12-51-512-54000	Travel	\$ 18	\$ 2,753	\$ 9,000	\$ 6,247	30.59%	67.09%
001-12-51-512-54200	Postage and Freight	\$ 1,163	\$ 2,469	\$ 3,000	\$ 531	82.29%	135.33%
001-12-51-512-54900	Other Operating Expenses (Misc.-Recording Fees)	\$ 25	\$ 9,983	\$ 8,000	\$ (1,983)	124.79%	71.34%
001-12-51-512-54930	Election Expense	\$ -	\$ 2,866	\$ 20,000	\$ 17,134	14.33%	2.42%
001-12-51-512-54960	Legal Advertising	\$ -	\$ 4,762	\$ 5,000	\$ 238	95.23%	236.42%
001-12-51-512-55100	Office Supplies	\$ 1,021	\$ 16,270	\$ 10,000	\$ (6,270)	162.70%	240.67%
001-12-51-512-55400	Books, Publications, Subscriptions	\$ (80)	\$ 9,631	\$ 6,000	\$ (3,631)	160.52%	85.55%
001-12-51-512-55500	Education & Training	\$ 172	\$ 2,138	\$ 4,000	\$ 1,862	53.45%	107.35%
	Town Administrator	\$ 58,664	\$ 730,389	\$ 804,815	\$ 74,426	90.75%	

Town of Loxahatchee
Budget to Actual
September 30, 2024

Item 14.

		September	YTD Through September 30	Budgeted	Balance	FY24 % Used Thru Sep 30	FY23 % Used Thru Sep 30
001-14-51-513-53110	Payroll Fees	\$ 387	\$ 8,229	\$ 8,000	\$ (229)	102.86%	180.97%
001-14-51-513-53200	Accounting and Auditing	\$ 8,333	\$ 108,982	\$ 100,000	\$ (8,982)	108.98%	213.48%
001-14-51-513-53300	Compliance Auditing	\$ -	\$ 23,750	\$ 25,000	\$ 1,250	95.00%	NA
001-14-51-513-54910	Bank and Merchant Account Charges	\$ 2,091	\$ 19,168	\$ 10,000	\$ (9,168)	191.68%	NA
	Finance	\$ 10,811	\$ 160,129	\$ 143,000	\$ (17,129)	111.98%	
001-16-51-514-53100	Legal Fees	\$ 71,991	\$ 305,826	\$ 175,000	\$ (130,826)	174.76%	102.08%
	Town Attorney	\$ 71,991	\$ 305,826	\$ 175,000	\$ (130,826)	174.76%	
001-18-51-515-51200	Regular Salaries	\$ 17,319	\$ 104,936	\$ 82,000	\$ (22,936)	127.97%	NA
001-18-51-515-51400	Overtime	\$ 1,224	\$ 9,739	\$ 1,500	\$ (8,239)	649.24%	NA
001-18-51-515-52100	FICA Taxes	\$ 1,439	\$ 8,927	\$ 6,388	\$ (2,539)	139.75%	NA
001-18-51-515-52200	Retirement FRS	\$ 1,746	\$ 14,800	\$ 11,331	\$ (3,469)	130.61%	NA
001-18-51-515-52300	Health and Life Insurance	\$ 51	\$ 8,085	\$ 9,319	\$ 1,234	86.76%	NA
001-18-51-515-52400	Worker's Compensation	\$ -	\$ -	\$ 134	\$ 134	0.00%	NA
001-18-51-518-53100	Professional Service- Building Inspection Services	\$ 5,100	\$ 38,920	\$ 65,000	\$ 26,080	59.88%	NA
	Building Department	\$ 26,878	\$ 185,406	\$ 175,672	\$ (9,734)	105.54%	

Town of Loxahatchee
Budget to Actual
September 30, 2024

Item 14.

		September	YTD Through September 30	Budgeted	Balance	FY24 % Used Thru Sep 30	FY23 % Used Thru Sep 30
001-20-51-515-53400	Other Services- Planning Process	\$ -	\$ 919	\$ 4,000	\$ 3,081	22.97%	NA
001-20-51-515-53420	Comprehensive Plan	\$ -	\$ 30,256	\$ 30,000	\$ (256)	100.85%	58.17%
001-20-51-515-53450	Planning & Zoning Contract	\$ 4,355	\$ 97,921	\$ 45,000	\$ (52,921)	217.60%	143.20%
001-20-51-515-53451	Planner On Call	\$ 1,000	\$ 11,560	\$ 10,000	\$ (1,560)	115.60%	12.86%
001-20-51-515-53490	Cost Recovery Expenditures	\$ 24,607	\$ 269,081	\$ 160,000	\$ (109,081)	168.18%	130.42%
001-20-51-515-53492	Pre Application Meeting Costs	\$ -	\$ 1,944	\$ -	\$ (1,944)	NA	130.42%
001-20-51-515-54960	Legal Advertising	\$ 3,176	\$ 5,846	\$ 9,500	\$ 3,654	61.53%	0.00%
	Planning	\$ 33,139	\$ 417,526	\$ 258,500	\$ (159,026)	161.52%	
001-22-51-519-51200	Regular Salaries	\$ 5,990	\$ 111,268	\$ 91,780	\$ (19,488)	121.23%	NA
001-22-51-519-51400	Overtime	\$ -	\$ 3,834	\$ -	\$ (3,834)	NA	NA
001-22-51-519-52100	FICA Taxes	\$ 456	\$ 8,874	\$ 7,021	\$ (1,853)	126.39%	NA
001-22-51-519-52200	Retirement FRS	\$ 768	\$ 13,446	\$ 15,398	\$ 1,952	87.32%	NA
001-22-51-519-52300	Health and Life Insurance	\$ (41)	\$ 12,487	\$ 15,060	\$ 2,572	82.92%	NA
001-22-51-519-52400	Workers' Compensation	\$ -	\$ 5,757	\$ 4,071	\$ (1,686)	141.42%	NA
001-22-51-519-53100	Professional Services - Legal	\$ 5,348	\$ 61,438	\$ 75,000	\$ 13,562	81.92%	NA
001-22-51-519-53150	Special Magistrate	\$ 1,365	\$ 12,228	\$ 25,000	\$ 12,772	48.91%	521.50%
001-22-51-519-53400	Other Services - Code	\$ -	\$ 13,701	\$ 3,000	\$ (10,701)	456.69%	15.00%
001-22-51-519-53491	Code Compliance Costs	\$ -	\$ 3,213	\$ -	\$ (3,213)	NA	NA
001-22-51-519-54100	Legal Advertising	\$ -	\$ 1,695	\$ 5,000	\$ 3,305	33.89%	0.00%
001-22-51-519-55500	Education & Training	\$ -	\$ 1,375	\$ 1,000	\$ (375)	137.50%	NA
001-22-51-519-56400	Machinery and Equipment	\$ -	\$ 10,125	\$ -	\$ (10,125)	NA	NA
	Code Enforcement	\$ 13,886	\$ 259,441	\$ 242,330	\$ (17,111)	107.06%	

Town of Loxahatchee
Budget to Actual
September 30, 2024

Item 14.

		September	YTD Through September 30	Budgeted	Balance	FY24 % Used Thru Sep 30	FY23 % Used Thru Sep 30
001-26-52-521-53410	Law Enforcement (PBSO)	\$ -	\$ 660,092	\$ 661,000	\$ 908	99.86%	99.98%
	Law Enforcement	\$ -	\$ 660,092	\$ 661,000	\$ 908	99.86%	
001-31-51-519-54103	Cellular Services, ADT, IP Phone,	\$ 96	\$ 7,208	\$ 7,500	\$ 292	96.11%	NA
001-31-51-519-54105	Website Costs	\$ -	\$ 34,350	\$ 20,000	\$ (14,350)	171.75%	NA
001-31-51-519-54107	Internet Service	\$ -	\$ 3,041	\$ 12,000	\$ 8,959	25.34%	NA
001-31-51-519-54109	Computer Services, Node (0), Office 365	\$ 1,468	\$ 24,214	\$ 30,000	\$ 5,786	80.71%	NA
001-31-51-519-54922	Computer Subscription Services	\$ -	\$ 52,265	\$ 30,000	\$ (22,265)	174.22%	NA
	Information Technology	\$ 1,563	\$ 121,078	\$ 99,500	\$ (21,578)	121.69%	
001-32-51-519-53400	Other Service- Janitorial and Maintenance	\$ 125	\$ 31,610	\$ 20,000	\$ (11,610)	158.05%	311.04%
001-32-51-519-54300	Utilities	\$ 2,509	\$ 8,966	\$ 10,000	\$ 1,034	89.66%	90.66%
001-32-51-519-54440	Rental and Leases - Equip, Storage, etc	\$ (365)	\$ 19,143	\$ 13,000	\$ (6,143)	147.25%	57.13%
001-32-51-519-54500	Insurance other than Workers' Compensation	\$ -	\$ 71,865	\$ 90,000	\$ 18,136	79.85%	58.42%
001-32-51-519-54600	Repair and Maintenance - Building	\$ -	\$ 9,922	\$ 10,000	\$ 78	99.22%	54.88%
	Non Departmental	\$ 2,269	\$ 141,505	\$ 143,000	\$ 1,495	98.95%	
001-78-51-519-58220	Loxahatchee Groves CERT	\$ -	\$ 1,488	\$ 4,127	\$ 2,639	36.05%	NA
001-90-58-581-59000	Transfer to Fund Balance	\$ -	\$ -	\$ 61,328	\$ 61,328	0.00%	25.86%
001-90-58-581-59305	Transfer to C.I.P Fund	\$ -	\$ 1,202,853	\$ 1,202,853	\$ -	100.00%	168.73%
001-90-58-581-59405	Transfer to Solid Waste Fund	\$ -	\$ 118,000	\$ 118,000	\$ -	100.00%	100.00%
	Transfers and Other	\$ -	\$ 1,322,341	\$ 1,386,308	\$ 63,967	95.39%	
Total Expenses		\$ 230,160	\$ 4,464,053	\$ 4,230,567	\$ (233,486)	105.52%	
Revenues and Fund Balance Less Expenditures			\$ 897,614				
Less Restricted Revenue (Tree Mitigation)			\$ (746,865)				
			\$ 150,749				

Town of Loxahatchee
Budget to Actual
September 30, 2024

Item 14.

101 - Transporation Fund
REVENUES

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

September	YTD Through September 30	Budgeted	Balance	FY24 % Used Thru Sep 30	FY23 % Used Thru Sep 30
\$ 21,073	\$ 263,548	\$ 278,836	\$ (15,288)	94.52%	100.58%
\$ 9,674	\$ 119,446	\$ 127,550	\$ (8,104)	93.65%	99.86%
\$ 30,746	\$ 382,994	\$ 406,386	\$ (23,392)	94.24%	

EXPENSES

101-40-58-581-59105 Transfer to Roads and Drainage
101-40-58-581-59305 Transfer to C.I.P Fund
Total Expenses

\$ -	\$ 263,548	\$ 278,836	\$ 15,288	94.52%	100.00%
\$ -	\$ 119,446	\$ 127,550	\$ 8,104	93.65%	177.57%
\$ -	\$ 382,994	\$ 406,386	\$ 23,392	94.24%	

Revenues Less Expenditures

\$ -

103 - Local Option Sales Tax (L.O.S.T) Fund
REVENUES

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

\$ 21,286	\$ 335,791	\$ 334,000	\$ 1,791	100.54%	124.24%
\$ 5,621	\$ 50,452	\$ -	\$ 50,452	NA	NA
\$ 26,907	\$ 386,243	\$ 334,000	\$ 52,243	115.64%	

EXPENSES

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

\$ -	\$ 334,000	\$ 334,000	\$ -	100.00%	251.81%
\$ -	\$ 334,000	\$ 334,000	\$ -	100.00%	

Revenues Less Expenditures

\$ 52,243

Town of Loxahatchee
Budget to Actual
September 30, 2024

Item 14.

105 - Water Control District
REVENUES

		September	YTD Through September 30	Budgeted	Balance	FY24 % Used Thru Sep 30	FY23 % Used Thru Sep 30
105-01-32-325-32510	Other Assessments	\$ -	\$ -	\$ 30,000	\$ (30,000)	0.00%	NA
105-01-32-325-32520	Road and Canal Maintenance Assessment	\$ -	\$ 1,561,755	\$ 1,560,164	\$ 1,591	100.10%	99.29%
105-01-32-325-32522	Discount Fees	\$ -	\$ (47,159)	\$ (62,407)	\$ 15,248	75.57%	63.79%
105-01-32-325-36990	Other Assessments - PBCSB	\$ -	\$ 2,558	\$ 3,000	\$ (442)	85.25%	0.00%
105-01-36-361-36110	Interest-Assessments	\$ 2	\$ 5,376	\$ -	\$ 5,376	NA	NA
105-01-36-364-36400	Sales - Equipment/Materials	\$ -	\$ 163,700	\$ -	\$ 163,700	NA	0.00%
105-01-36-369-36990	Miscellaneous Revenue	\$ (485)	\$ 764	\$ 5,000	\$ (4,236)	15.28%	140.57%
105-01-38-381-38100	Transfer from Fund Balance	\$ -	\$ 945,041	\$ 945,041	\$ -	100.00%	100.00%
105-01-38-381-38111	Contributions from Transportation Fund	\$ -	\$ 263,548	\$ 278,836	\$ (15,288)	94.52%	100.00%
105-01-38-384-38310	Issuance of Debt-Capital outlay lease	\$ -	\$ 239,346	\$ -	\$ 239,346	NA	NA
Total Revenues		\$ (483)	\$ 3,134,930	\$ 2,759,634	\$ 375,295	113.60%	

EXPENSES

105-50-53-538-51200	Regular Salaries	\$ 39,567	\$ 492,652	\$ 575,068	\$ 82,416	85.67%	74.33%
105-50-53-538-51201	Salaries - Canal Bank Crew	\$ 12,643	\$ 134,741	\$ 114,400	\$ (20,341)	117.78%	NA
105-50-53-538-51400	Overtime	\$ 1,959	\$ 30,793	\$ 18,500	\$ (12,293)	166.45%	103.48%
105-50-53-538-51401	Overtime - Canal Bank Crew	\$ 204	\$ 3,063	\$ -	\$ (3,063)	NA	103.48%
105-50-53-538-51500	Special Pay	\$ 308	\$ 2,849	\$ 6,000	\$ 3,151	47.48%	73.12%
105-50-53-538-51501	Special Pay - Canal Restoration	\$ -	\$ 616	\$ -	\$ (616)	NA	73.12%
105-50-53-538-52100	FICA Taxes	\$ 2,913	\$ 38,497	\$ 43,993	\$ 5,496	87.51%	78.78%
105-50-53-538-52101	FICA Taxes and Medicare Canal Bank Crew	\$ 954	\$ 10,308	\$ 8,751	\$ (1,557)	117.79%	NA
105-50-53-538-52200	Retirement FRS	\$ 6,725	\$ 113,871	\$ 134,192	\$ 20,321	84.86%	84.81%
105-50-53-538-52201	Retirement FRS Canal Bank Crew	\$ 1,641	\$ 11,884	\$ 19,193	\$ 7,309	61.92%	NA
105-50-53-538-52300	Health and Life Insurance	\$ (2,336)	\$ 85,199	\$ 58,925	\$ (26,274)	144.59%	74.68%
105-50-53-538-52301	Health and Life Insurance Canal Bank Crew	\$ (172)	\$ 28,242	\$ 12,604	\$ (15,638)	224.07%	NA
105-50-53-538-52400	Worker's Compensation	\$ -	\$ 26,894	\$ 27,792	\$ 899	96.77%	323.86%
105-50-53-538-52401	Workers' Compensation Canal Bank Crew	\$ -	\$ 8,995	\$ 8,995	\$ -	100.00%	NA
105-50-53-538-53102	Professional Service - Drug Test	\$ -	\$ 1,156	\$ 2,000	\$ 844	57.80%	29.05%
105-50-53-538-53200	Accounting and Auditing	\$ -	\$ 23,750	\$ 25,000	\$ 1,250	95.00%	46.00%

Town of Loxahatchee
Budget to Actual
September 30, 2024

Item 14.

		September	YTD Through September 30	Budgeted	Balance	FY24 % Used Thru Sep 30	FY23 % Used Thru Sep 30
105-50-53-538-53400	Canal Bank Maintenance, non-Capital	\$ 35	\$ 73,482	\$ 55,000	\$ (18,482)	133.60%	72.74%
105-50-53-538-53480	Other Services - PBC Admin Fee	\$ -	\$ 16,244	\$ 15,602	\$ (642)	104.11%	-4.61%
105-50-53-538-54100	Communication Services	\$ 2,701	\$ 43,737	\$ 24,000	\$ (19,737)	182.24%	181.14%
105-50-53-538-54300	Utilities	\$ 1,294	\$ 15,408	\$ 14,000	\$ (1,408)	110.05%	69.15%
105-50-53-538-54440	Rental and Leases - Equip, Storage, etc	\$ 1,132	\$ 203,827	\$ 303,000	\$ 99,173	67.27%	42.70%
105-50-53-538-54500	Insurance other than Workers' Compensation	\$ -	\$ 66,823	\$ 60,000	\$ (6,823)	111.37%	79.02%
105-50-53-538-54600	Building Maintenance	\$ -	\$ 26	\$ -	\$ (26)	NA	NA
105-50-53-538-54680	Repair and Maintenance Svc -	\$ 128	\$ 2,642	\$ 50,000	\$ 47,358	5.28%	80.45%
105-50-53-538-54900	Other Current Charges	\$ -	\$ 83	\$ -	\$ (83)	NA	NA
105-50-53-538-54901	Indirect Cost Allocations	\$ -	\$ 172,500	\$ 172,500	\$ -	100.00%	100.00%
105-50-53-538-54910	Computer hardware & Software	\$ 1,168	\$ 20,069	\$ 20,000	\$ (69)	100.34%	205.60%
105-50-53-538-54980	Uniforms	\$ 300	\$ 11,627	\$ 2,000	\$ (9,627)	581.34%	113.77%
105-50-53-538-55100	Office Supplies	\$ 396	\$ 11,398	\$ 1,000	\$ (10,398)	1,139.81%	344.87%
105-50-53-538-55210	Fuel	\$ 3,401	\$ 45,553	\$ 47,276	\$ 1,723	96.36%	83.24%
105-50-53-538-55220	Lubricants	\$ -	\$ -	\$ 4,000	\$ 4,000	0.00%	9.20%
105-50-53-538-55400	Books, Publications, Subscriptions	\$ (17)	\$ 4,089	\$ 2,000	\$ (2,089)	204.43%	19.00%
105-50-53-538-55500	Education & Training	\$ 2,067	\$ 6,200	\$ 2,000	\$ (4,200)	310.01%	53.06%
105-50-53-538-56400	Machinery and Equipment	\$ -	\$ 84,242	\$ 12,333	\$ (71,909)	683.06%	NA
105-50-54-541-53400	Engineering	\$ 24,758	\$ 139,089	\$ 40,000	\$ (99,089)	347.72%	NA
105-50-54-541-54670	Traffic Control Signs	\$ -	\$ 21,193	\$ 28,996	\$ 7,803	73.09%	24.02%
105-50-54-541-54680	Repair and Maintenance - Machinery	\$ 5,560	\$ 89,673	\$ 40,000	\$ (49,673)	224.18%	200.44%
105-50-54-541-55200	Operating Supplies	\$ 1,958	\$ 23,352	\$ 17,323	\$ (6,029)	134.80%	58.26%
105-50-54-541-55300	Road Materials & Supplies	\$ -	\$ 15,009	\$ 15,000	\$ (9)	100.06%	113.60%
105-50-54-541-55310	Road Maintenance and Service	\$ 28,419	\$ 231,938	\$ 287,500	\$ 55,562	80.67%	94.98%
105-50-54-541-55500	Education & Training	\$ -	\$ 2,096	\$ 1,000	\$ (1,096)	209.59%	27.50%
105-50-54-541-56400	Capitalized Leases and Purchases of Equipment	\$ -	\$ 240,304	\$ -	\$ (240,304)	NA	27.50%
105-50-54-541-57301	Other Debt Service Costs	\$ -	\$ -	\$ 5,000	\$ 5,000	0.00%	0.00%
105-50-54-541-59305	Transfer to C.I.P Fund	\$ -	\$ 484,691	\$ 484,691	\$ -	100.00%	NA
Total Expenses		\$ 137,708	\$ 3,038,804	\$ 2,759,634	\$ (279,170)	110.12%	

Revenues and Fund Balance Less Expenditures

\$ 96,126

Town of Loxahatchee
Budget to Actual
September 30, 2024

Item 14.

305 - Capital Improvement Project (C.I.P) Fund
REVENUES

		September	YTD Through September 30	Budgeted	Balance	FY24 % Used Thru Sep 30	FY23 % Used Thru Sep 30
305-01-32-334-33450	FEMA Reimbursements	\$ -	\$ -	\$ 271,794	\$ (271,794)	0.00%	NA
305-01-33-337-33700	Local Gov't Unit Grant - Physical Environment	\$ -	\$ -	\$ 750,000	\$ (750,000)	0.00%	NA
305-01-33-337-33701	State of Florida Resiliency Grant	\$ -	\$ -	\$ 350,000	\$ (350,000)	0.00%	NA
305-01-36-366-36991	Contributions & Donations - Private Sources	\$ -	\$ 63,600	\$ 250,000	\$ (186,400)	25.44%	NA
305-01-38-381-38100	Transfer from Fund Balance	\$ -	\$ 664,549	\$ 664,549	\$ -	100.00%	NA
305-01-38-381-38105	Transfer From Road and Drainage Fund	\$ -	\$ 484,691	\$ 484,691	\$ -	100.00%	NA
305-01-38-381-38110	Contribution from General Fund	\$ -	\$ 1,202,853	\$ 1,202,853	\$ -	100.00%	314.39%
305-01-38-381-38111	Contributions from Transportation Fund	\$ -	\$ 119,446	\$ 127,550	\$ (8,104)	93.65%	177.57%
305-01-38-381-38112	Contributions From Surtax Fund	\$ -	\$ 334,000	\$ 334,000	\$ -	100.00%	251.81%
Total Revenues		\$ -	\$ 2,869,139	\$ 4,435,437	\$ (1,566,298)	64.69%	

EXPENSES

305-60-53-538-56334	Swales, Catch Basin, and Other Control Structures	\$ -	\$ 5,395	\$ -	\$ (5,395)	NA	251.81%
305-60-53-538-56336	11th Terrace and D Road Bridge Culvert	\$ -	\$ 128,494	\$ 126,000	\$ (2,494)	101.98%	NA
305-60-53-538-56337	Restoration of Canal Banks	\$ 2,131	\$ 18,263	\$ 205,794	\$ 187,531	8.87%	NA
305-60-53-538-56338	Emergency Bank Stabilization of Collecting Canal	\$ -	\$ 191,970	\$ 198,000	\$ 6,030	96.95%	NA
305-60-53-538-56348	B Road Culvert, FEMA, Funded Temp from Misc Cu	\$ -	\$ 134,910	\$ 125,700	\$ (9,210)	107.33%	NA
305-60-53-538-56349	24th and E Culvert Repair, FEMA, Funded From 11	\$ -	\$ 110,830	\$ 126,000	\$ 15,170	87.96%	NA
305-60-53-538-56350	12th Pl. N. and F Rd Culvert Replacement	\$ -	\$ 2,899	\$ 40,000	\$ 37,101	7.25%	NA
305-60-53-538-56351	F Rd. & Collecting Canal	\$ 3,832	\$ 8,731	\$ 436,300	\$ 427,570	2.00%	NA
305-60-53-538-56352	24th and F Rd.	\$ -	\$ 2,461	\$ 136,700	\$ 134,239	1.80%	NA
305-60-53-538-56353	12th Place North	\$ -	\$ 1,126	\$ 140,000	\$ 138,874	0.80%	NA
305-60-54-541-56101	West C (Gruber to Forest Lane)	\$ -	\$ -	\$ 77,673	\$ 77,673	0.00%	0.00%
305-60-54-541-56102	West D (Southern to Collecting Canal)	\$ -	\$ -	\$ 89,865	\$ 89,865	0.00%	0.00%
305-60-54-541-56103	Global Trail	\$ -	\$ -	\$ 107,064	\$ 107,064	0.00%	0.00%
305-60-54-541-56104	Kerry Lane	\$ -	\$ -	\$ 79,563	\$ 79,563	0.00%	NA
305-60-54-541-56105	24th Fourth (E & W of F Road)	\$ -	\$ -	\$ 171,581	\$ 171,581	0.00%	NA
305-60-54-541-56106	161st Terrace North	\$ -	\$ 21,449	\$ 473,965	\$ 452,516	4.53%	NA
305-60-54-541-56107	Gruber	\$ -	\$ -	\$ 120,133	\$ 120,133	0.00%	NA

Town of Loxahatchee
Budget to Actual
September 30, 2024

Item 14.

		September	YTD Through September 30	Budgeted	Balance	FY24 % Used Thru Sep 30	FY23 % Used Thru Sep 30
305-60-54-541-56108	E Citrus	\$ 600	\$ 600	\$ 132,037	\$ 131,437	0.45%	NA
305-60-54-541-56109	147th	\$ 8,246	\$ 8,246	\$ 26,594	\$ 18,348	31.01%	NA
305-60-54-541-56110	B North and North Paving	\$ -	\$ -	\$ 230,641	\$ 230,641	0.00%	NA
305-60-54-541-56111	Casey Road Paving	\$ -	\$ -	\$ 187,878	\$ 187,878	0.00%	NA
305-60-54-541-56146	145th Avenue Paving Project	\$ 2,520	\$ 28,890	\$ -	\$ (28,890)	NA	NA
305-60-54-541-56154	161st and A Rd Bridge Culvert	\$ -	\$ 112,050	\$ 108,000	\$ (4,050)	103.75%	0.00%
305-60-54-541-56156	C Road and Collecting Canal Equestrian Br. Culver	\$ -	\$ 2,250	\$ -	\$ (2,250)	NA	0.00%
305-60-54-541-56303	160th Ave N Road Paving	\$ -	\$ 171	\$ -	\$ (171)	NA	109.00%
305-60-54-541-56305	E North To SN Road Paving	\$ -	\$ 158,502	\$ 154,885	\$ (3,617)	102.34%	17.61%
305-60-54-541-56307	West G Road Paving	\$ -	\$ 79,452	\$ 97,500	\$ 18,048	81.49%	2.50%
305-60-54-541-56309	E S Okeechobee to CC Road Paving	\$ -	\$ 715	\$ -	\$ (715)	NA	103.65%
305-60-54-541-56311	Folsom Road Paving	\$ -	\$ 30,468	\$ 40,014	\$ 9,546	76.14%	33.31%
305-60-54-541-56313	Collecting Canal Multiyear	\$ -	\$ 5,180	\$ -	\$ (5,180)	NA	100.23%
305-60-54-541-56315	South E and Citrus	\$ -	\$ -	\$ 35,000	\$ 35,000	0.00%	78.56%
305-60-54-541-56316	West C (Gruber to Forest Lane)	\$ -	\$ -	\$ 21,000	\$ 21,000	0.00%	NA
305-60-54-541-56317	West D (Southern to Collecting Canal)	\$ -	\$ -	\$ 21,000	\$ 21,000	0.00%	NA
305-60-54-541-56318	E S to Southern	\$ -	\$ -	\$ 28,000	\$ 28,000	0.00%	NA
305-60-54-541-56319	Kerry Lane	\$ -	\$ -	\$ 10,500	\$ 10,500	0.00%	NA
305-60-54-541-56321	24th Fourth (E & W of F Road)	\$ -	\$ 2,638	\$ 21,000	\$ 18,362	12.56%	NA
305-60-54-541-56322	Tangerine	\$ -	\$ -	\$ 35,000	\$ 35,000	0.00%	NA
305-60-54-541-56323	E Citrus	\$ -	\$ 27,687	\$ 35,000	\$ 7,313	79.11%	NA
305-60-54-541-56324	147th	\$ -	\$ 852	\$ 8,500	\$ 7,648	10.02%	NA
305-60-54-541-56325	161st Terrace North	\$ 4,048	\$ 73,451	\$ 105,000	\$ 31,549	69.95%	NA
305-60-54-541-56326	Casey Road	\$ -	\$ 29,796	\$ 25,000	\$ (4,796)	119.18%	NA
305-60-54-541-56327	Gruber	\$ -	\$ 27,174	\$ 35,000	\$ 7,826	77.64%	NA
305-60-54-541-56328	B North	\$ -	\$ -	\$ 23,550	\$ 23,550	0.00%	NA
305-60-54-541-56329	West 25th	\$ -	\$ 25,844	\$ 50,000	\$ 24,156	51.69%	NA
305-60-54-541-56541	Resiliency Grant Expenditures	\$ 30,797	\$ 318,804	\$ 350,000	\$ 31,196	91.09%	NA
Total Expenses		\$ 52,175	\$ 1,559,296	\$ 4,435,437	\$ 2,876,141	35.16%	

Revenues and Fund Balance Less Expenditures

\$ 1,309,843

Town of Loxahatchee
Budget to Actual
September 30, 2024

Item 14.

405 - Solid Waste
REVENUES

		September	YTD Through September 30	Budgeted	Balance	FY24 % Used Thru Sep 30	FY23 % Used Thru Sep 30
405-01-32-325-32520	Solid Waste Assessments	\$ -	\$ 604,260	\$ 604,400	\$ (140)	99.98%	99.85%
405-01-32-325-32522	Discount Fees	\$ -	\$ (19,480)	\$ (24,176)	\$ 4,696	80.58%	63.60%
405-01-34-343-34300	SWA Recycling Income	\$ -	\$ -	\$ 500	\$ (500)	0.00%	0.00%
405-01-36-361-36110	Interest	\$ -	\$ 1,989	\$ 500	\$ 1,489	397.86%	207.97%
405-01-38-381-38110	Contribution from General Fund	\$ -	\$ 118,000	\$ 118,000	\$ -	100.00%	100.00%
Total Revenues		\$ -	\$ 704,768	\$ 699,224	\$ 5,544	100.79%	

EXPENSES

405-70-53-534-53409	Other Sanitation Service	\$ -	\$ 18,935	\$ 10,000	\$ (8,935)	189.35%	42.72%
405-70-53-534-53440	Solid Waste Contract	\$ -	\$ 676,802	\$ 682,804	\$ 6,002	99.12%	102.75%
405-70-53-534-53480	PBC Admin Fee 1%	\$ -	\$ 5,857	\$ 6,044	\$ 187	96.91%	-16.51%
405-70-58-581-59000	Transfer to Fund Balance	\$ -	\$ -	\$ 376	\$ 376	0.00%	0.00%
Total Expenses		\$ -	\$ 701,594	\$ 699,224	\$ (2,370)	100.34%	

Revenues Less Expenditures

\$ 3,174

Town of Loxahatchee
Budget to Actual
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Item 14.

001 - General Fund
REVENUES

			YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
001-01-31-311-31000	Ad Valorem Taxes	\$1,008,447	\$1,227,965	\$1,727,000	\$499,035	71.10%	73.95%
001-01-31-314-31410	Electric Utility Tax	\$33,720	\$76,272	\$430,000	\$353,728	17.74%	22.51%
001-01-31-314-31480	Utility Service Tax- Propane	\$9,191	\$10,520	\$16,000	\$5,480	65.75%	55.70%
001-01-31-315-31500	Communication Services	\$8,594	\$16,768	\$95,000	\$78,232	17.65%	16.25%
001-01-31-316-31600	Local Business Tax	\$3,603	\$89,947	\$100,000	\$10,053	89.95%	54.86%
001-01-32-323-32310	FPL Franchise Fee	\$32,471	\$68,259	\$330,000	\$261,741	20.68%	11.12%
001-01-32-323-32330	PBC Water Utility Franchise	\$1,759	\$3,568	\$31,000	\$27,432	11.51%	31.46%
001-01-32-323-32360	PBC Sewer Utility Franchise	\$1,201	\$2,383	\$13,000	\$10,617	18.33%	NA
001-01-32-323-32370	Solid Waste Franchise	\$37,370	\$40,754	\$225,000	\$184,246	18.11%	19.68%
001-01-32-323-32390	Hauler's Franchise Fee	\$0	\$1,205	\$10,000	\$8,795	12.05%	43.21%
001-01-32-329-32900	Building Permits	\$10,624	\$34,881	\$330,000	\$295,119	10.57%	11.24%
001-01-32-329-32901	Other Permits	\$0	(\$250)	\$0	\$250	NA	0.00%
001-01-32-329-32902	RV Registrations	\$0	\$750	\$20,000	\$19,250	3.75%	NA
001-01-32-329-32903	Floodplain Development Application	\$1,500	\$4,250	\$12,000	\$7,750	35.42%	NA
001-01-32-329-32905	Alarm Registration	\$525	\$525	\$5,000	\$4,475	10.50%	NA
001-01-32-329-32906	Right of Way Permit	\$2,200	\$2,900	\$1,000	(\$1,900)	290.00%	NA
001-01-32-341-34135	Administrative Charge Dependent District	\$0	\$0	\$172,500	\$172,500	0.00%	0.00%
001-01-33-335-35120	Municipal Revenue Sharing	\$6,644	\$13,553	\$84,700	\$71,147	16.00%	16.48%
001-01-33-335-35150	Alcoholic Beverage License Tax	\$0	\$0	\$6,000	\$6,000	0.00%	0.00%
001-01-33-335-35180	Half Cent Sales Tax	\$25,102	\$49,685	\$334,600	\$284,915	14.85%	16.58%
001-01-33-338-33800	SHARED REVENUE FROM OTHER LOCAL	\$360	\$941	\$0	(\$941)	NA	NA
001-01-34-341-34000	General Government Charges	\$1,150	\$2,902	\$9,000	\$6,098	32.24%	15.64%

Town of Loxahatchee
Budget to Actual
December 31, 2024

Item 14.

001-01-34-341-34100 Credit Card Surcharge
001-01-34-341-34180 Planning and Zoning Fees
001-01-34-341-34190 Cost Recovery Fees
001-01-34-341-34195 Cost Recovery Admin Fee
001-01-35-351-35150 Court Fines
001-01-35-354-35400 Code Enforcement Fines
001-01-36-361-36110 Interest
001-01-36-366-36692 FMIT Safety Grant
001-01-36-369-36990 Other Miscellaneous Revenue
001-14-36-361-36110 Interest for FMIVT
Total Revenues

December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
\$0	\$0	\$10,000	\$10,000	0.00%	NA
\$1,250	\$5,300	\$55,000	\$49,700	9.64%	NA
\$31,340	\$64,023	\$223,000	\$158,977	28.71%	37.17%
\$340	\$2,197	\$0	(\$2,197)	NA	NA
\$629	\$1,743	\$5,000	\$3,257	34.86%	NA
\$234	\$468	\$11,000	\$10,532	4.26%	2.34%
\$4,703	\$17,516	\$59,000	\$41,484	29.69%	50.72%
\$5,000	\$5,000	\$0	(\$5,000)	NA	NA
\$683	\$1,696	\$1,000	(\$696)	169.60%	-0.05%
\$659	\$1,322	\$0	(\$1,322)	NA	NA
\$1,229,300	\$1,747,043	\$4,315,800	\$2,568,757	40.48%	

Town of Loxahatchee
Budget to Actual
December 31, 2024

Item 14.

EXPENSES

		December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
001-10-51-511-51200	Regular Salaries	\$3,750	\$11,250	\$45,000	\$33,750	25.00%	25.00%
001-10-51-511-52100	FICA Taxes	\$291	\$880	\$3,500	\$2,620	25.15%	25.22%
001-10-51-511-53100	Lobbying Services	\$5,417	\$10,833	\$75,000	\$64,167	14.44%	23.21%
001-10-51-511-54000	Travel	\$0	\$576	\$5,000	\$4,424	11.52%	7.40%
001-10-51-511-55400	Books, Publications, Subscriptions	\$26	\$4,142	\$5,000	\$858	82.84%	56.24%
001-10-51-511-55500	Education & Training	\$0	\$650	\$3,000	\$2,350	21.67%	0.00%
001-10-51-511-58200	Special Events/ Contributions	\$655	\$7,151	\$10,000	\$2,849	71.51%	98.12%
Town Council		\$10,139	\$35,483	\$146,500	\$111,017	24.22%	

Town of Loxahatchee
Budget to Actual
December 31, 2024

Item 14.

		December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
001-12-51-512-51200	Regular Salaries	\$44,309	\$155,470	\$634,360	\$478,890	24.51%	22.13%
001-12-51-512-51400	Overtime	\$662	\$2,783	\$5,000	\$2,217	55.67%	17.23%
001-12-51-512-52100	FICA Taxes	\$3,331	\$11,674	\$48,528	\$36,854	24.06%	21.87%
001-12-51-512-52200	Retirement FRS	\$8,475	\$29,950	\$115,680	\$85,730	25.89%	12.64%
001-12-51-512-52300	Health and Life Insurance	(\$461)	\$10,152	\$63,119	\$52,967	16.08%	21.17%
001-12-51-512-52400	Worker's Compensation	\$0	\$1,219	\$1,700	\$481	71.71%	141.40%
001-12-51-512-53400	Other Services	\$0	\$805	\$3,000	\$2,195	26.85%	92.04%
001-12-51-512-54000	Travel	\$3,470	\$4,733	\$5,000	\$267	94.65%	13.82%
001-12-51-512-54200	Postage and Freight	\$0	\$3,203	\$4,000	\$797	80.06%	0.00%
001-12-51-512-54900	Other Operating Expenses (Misc.-Recording Fees)	\$47	\$625	\$8,000	\$7,375	7.81%	11.19%
001-12-51-512-54930	Election Expense	\$0	\$180	\$20,000	\$19,820	0.90%	5.75%
001-12-51-512-54960	Legal Advertising	\$277	\$2,347	\$6,000	\$3,653	39.12%	38.39%
001-12-51-512-55100	Office Supplies	\$3,280	\$7,070	\$10,000	\$2,930	70.70%	26.05%
001-12-51-512-55400	Books, Publications, Subscriptions	\$99	\$690	\$6,000	\$5,310	11.50%	96.27%
001-12-51-512-55500	Education & Training	\$875	\$1,356	\$5,000	\$3,644	27.13%	4.18%
Town Administrator		\$64,363	\$232,257	\$935,387	\$703,130	24.83%	

Town of Loxahatchee
Budget to Actual
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Item 14.

001-14-51-513-53110 Payroll Fees
001-14-51-513-53200 Accounting and Auditing
001-14-51-513-53300 Compliance Auditing
001-14-51-513-54910 Bank and Merchant Account Charges
Finance

December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
\$393	\$1,965	\$9,000	\$7,035	21.83%	23.14%
\$16,667	\$25,000	\$125,000	\$100,000	20.00%	30.87%
\$0	\$1,700	\$25,000	\$23,300	6.80%	12.00%
\$992	\$4,386	\$10,000	\$5,614	43.86%	41.21%
\$18,051	\$33,051	\$169,000	\$135,949	19.56%	

Town of Loxahatchee

Budget to Actual

December 31, 2024

Item 14.

001-16-51-514-53100 Legal Fees
Town Attorney

December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
\$35,025	\$74,940	\$193,000	\$118,060	38.83%	20.14%
\$35,025	\$74,940	\$193,000	\$118,060	38.83%	

Town of Loxahatchee
Budget to Actual
December 31, 2024

Item 14.

		December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
001-18-51-515-51200	Regular Salaries	\$13,508	\$56,523	\$171,000	\$114,477	33.05%	10.24%
001-18-51-515-51400	Overtime	\$1,054	\$4,539	\$0	(\$4,539)	NA	32.95%
001-18-51-515-52100	FICA Taxes	\$1,111	\$4,667	\$13,000	\$8,333	35.90%	11.44%
001-18-51-515-52200	Retirement FRS	\$1,334	\$6,254	\$24,000	\$17,746	26.06%	-2.34%
001-18-51-515-52300	Health and Life Insurance	\$59	\$4,236	\$25,000	\$20,764	16.95%	0.00%
001-18-51-515-52400	Worker's Compensation	\$0	\$3,901	\$4,000	\$99	97.52%	0.00%
001-18-51-515-53100	Building and Zoning Professional Service	\$0	\$0	\$90,000	\$90,000	0.00%	NA
001-18-51-515-54000	Travel	\$0	\$0	\$5,000	\$5,000	0.00%	NA
001-18-51-515-54181	Building Permit Zoning Review	\$0	\$0	\$20,000	\$20,000	0.00%	NA
001-18-51-515-54920	Computer Services	\$0	\$0	\$10,000	\$10,000	0.00%	NA
001-18-51-515-55200	Building Office Supplies	\$7,165	\$7,165	\$5,000	(\$2,165)	143.29%	NA
001-18-51-515-55400	Books, Publications, Subscriptions	\$0	\$125	\$3,000	\$2,875	4.17%	NA
001-18-51-515-55500	Education and Training	\$0	\$0	\$3,000	\$3,000	0.00%	NA
001-18-51-518-53100	Professional Service- Building Inspection Services	\$2,911	\$2,911	\$0	(\$2,911)	NA	6.65%
Building Department		\$27,142	\$90,319	\$373,000	\$282,681	24.21%	

Town of Loxahatchee
Budget to Actual
December 31, 2024

Item 14.

001-20-51-515-53400 Other Services- Planning Process
001-20-51-515-53420 Comprehensive Plan
001-20-51-515-53450 Planning & Zoning Contract
001-20-51-515-53451 Planner On Call
001-20-51-515-53490 Cost Recovery Expenditures
001-20-51-515-53492 Pre Application Meeting Costs
001-20-51-515-54960 Legal Advertising
Planning

December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
\$1,438	\$1,438	\$0	(\$1,438)	NA	22.97%
\$0	\$0	\$30,000	\$30,000	0.00%	25.33%
\$4,863	\$17,056	\$60,000	\$42,944	28.43%	36.22%
\$2,000	\$3,000	\$25,000	\$22,000	12.00%	30.00%
\$17,106	\$51,646	\$212,000	\$160,354	24.36%	30.78%
\$1,010	\$1,185	\$0	(\$1,185)	NA	NA
\$0	\$0	\$9,500	\$9,500	0.00%	14.26%
\$26,416	\$74,324	\$336,500	\$262,176	22.09%	

Town of Loxahatchee
Budget to Actual
December 31, 2024

Item 14.

		December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
001-22-51-511-54100	Legal Advertising	\$0	\$0	\$5,000	\$5,000	0.00%	NA
001-22-51-519-51200	Regular Salaries	\$6,281	\$14,914	\$112,000	\$97,086	13.32%	23.40%
001-22-51-519-51400	Overtime	\$197	\$197	\$0	(\$197)	NA	NA
001-22-51-519-52100	FICA Taxes	\$513	\$1,286	\$9,000	\$7,714	14.29%	25.21%
001-22-51-519-52200	Retirement FRS	\$439	\$1,809	\$12,000	\$10,191	15.07%	8.45%
001-22-51-519-52300	Health and Life Insurance	\$229	\$567	\$0	(\$567)	NA	10.63%
001-22-51-519-52400	Workers' Compensation	\$0	\$7,399	\$6,500	(\$899)	113.82%	141.42%
001-22-51-519-53100	Professional Services - Legal	\$2,759	\$11,619	\$33,120	\$21,501	35.08%	22.50%
001-22-51-519-53101	Expert Witnesses	\$0	\$0	\$7,300	\$7,300	0.00%	NA
001-22-51-519-53150	Special Magistrate	\$811	\$811	\$25,000	\$24,189	3.24%	7.75%
001-22-51-519-53400	Other Services - Code	\$0	\$0	\$3,000	\$3,000	0.00%	250.59%
001-22-51-519-53491	Code Compliance Costs	\$900	\$900	\$0	(\$900)	NA	NA
001-22-51-519-54680	Vehicle Maintenance	\$0	\$0	\$500	\$500	0.00%	NA
001-22-51-519-55210	Fuel	\$0	\$0	\$2,500	\$2,500	0.00%	NA
001-22-51-519-55500	Education & Training	\$0	\$0	\$1,000	\$1,000	0.00%	0.00%
001-24-51-524-55000	Education and Training	\$0	\$360	\$0	(\$360)	NA	NA
	Code Enforcement	\$12,131	\$39,861	\$216,920	\$177,059	18.38%	

Town of Loxahatchee
Budget to Actual
December 31, 2024

Item 14.

001-26-52-521-53410 Law Enforcement (PBSO)
Law Enforcement

December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
\$55,558	\$222,231	\$668,000	\$445,769	33.27%	33.29%
\$55,558	\$222,231	\$668,000	\$445,769	33.27%	

Town of Loxahatchee
Budget to Actual
December 31, 2024

Item 14.

001-31-51-519-54103 Cellular Services, ADT, IP Phone,
001-31-51-519-54105 Website Costs
001-31-51-519-54107 Internet Service
001-31-51-519-54109 Computer Services, Node (0), Office 365
001-31-51-519-54922 Computer Subscription Services
Information Technology

December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
\$0	\$495	\$7,500	\$7,005	6.60%	22.33%
\$4,000	\$9,900	\$20,000	\$10,100	49.50%	63.35%
\$0	\$0	\$12,000	\$12,000	0.00%	25.34%
\$5,070	\$8,773	\$30,000	\$21,227	29.24%	23.32%
\$9,127	\$23,227	\$45,000	\$21,773	51.62%	59.34%
\$18,198	\$42,396	\$114,500	\$72,104	37.03%	

Town of Loxahatchee
Budget to Actual
December 31, 2024

Item 14.

001-32-51-519-53400 Other Service- Janitorial and Maintenance
001-32-51-519-54300 Utilities
001-32-51-519-54440 Rental and Leases - Equip, Storage, etc
001-32-51-519-54500 Insurance other than Workers' Compensation
001-32-51-519-54600 Repair and Maintenance - Building

December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
\$2,235	\$6,695	\$20,000	\$13,305	33.48%	47.55%
\$499	\$1,392	\$11,000	\$9,608	12.65%	17.42%
\$1,226	\$4,252	\$13,000	\$8,748	32.71%	44.42%
\$1,633	\$91,842	\$84,500	(\$7,342)	108.69%	79.57%
\$90	\$1,548	\$10,000	\$8,452	15.48%	7.91%
\$5,683	\$105,728	\$138,500	\$32,772	76.34%	

Town of Loxahatchee

Budget to Actual

December 31, 2024

Item 14.

001-90-58-581-59104

Transfer to Roads and Drainage

001-90-58-581-59305

Transfer to C.I.P Fund

December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
\$0	\$198,498	\$595,493	\$396,995	33.33%	NA
\$0	\$143,000	\$429,000	\$286,000	33.33%	0.00%
\$0	\$341,498	\$1,024,493	\$682,995	33.33%	
Total Expenditures		\$1,292,089	\$4,315,800		
Revenues Less Expenditures		\$454,954			

Town of Loxahatchee
Budget to Actual
December 31, 2024

Item 14.

101 - Transportation Fund

Revenues

101-01-31-312-34100	1st Local option Fuel Tax (6c)	\$22,384	\$42,851	\$268,000	\$225,149	15.99%	17.19%
101-01-31-312-34200	2nd Local Option Fuel Tax(5c)	\$10,282	\$19,211	\$128,000	\$108,789	15.01%	17.06%
101-01-36-361-36110	Interest	\$0	\$0	\$4,000	\$4,000	0.00%	NA
Total Revenues		\$32,667	\$62,062	\$400,000	\$337,938	15.52%	

101-40-58-581-59105	Transfer to Roads and Drainage	\$0	\$89,333	\$268,000	\$178,667	33.33%	0.00%
101-40-58-581-59305	Transfer to C.I.P Fund	\$0	\$44,000	\$132,000	\$88,000	33.33%	0.00%
Total Expenditurees		\$0	\$133,333	\$400,000	\$266,667	33.33%	

Revenues Less Expenditures

(\$71,271)

Town of Loxahatchee
Budget to Actual
December 31, 2024

Item 14.

103 - Local Option Sales Tax (L.O.S.T) Fund

Revenues

103-01-31-312-31260	Sales Tax Infrastructure	\$22,124	\$57,355	\$329,800	\$272,445	17.39%	16.74%
103-01-31-381-38100	Transfer from Fund Balance	\$0	\$0	\$47,000	\$47,000	0.00%	NA
103-01-36-361-36110	Interest	\$0	\$0	\$6,500	\$6,500	0.00%	NA
103-14-36-361-36110	Interest for FMIVT	\$3,890	\$7,797	\$0	(\$7,797)	NA	NA
Total Revenues		\$26,014	\$65,152	\$383,300	\$318,148	17.00%	

Expenditures

103-40-58-581-59305	Transfer to C.I.P Fund	\$0	\$127,767	\$383,300	\$255,533	33.33%	0.00%
Total Expenditures		\$0	\$127,767	\$383,300	\$255,533	33.33%	

Town of Loxahatchee
Budget to Actual
December 31, 2024

Item 14.

105 - Water Control District

Revenues

		December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
105-01-32-325-32510	Other Assessments	\$0	\$0	\$30,000	\$30,000	0.00%	0.00%
105-01-32-325-32520	Road and Canal Maintenance Assessment	\$810,645	\$1,045,063	\$1,560,164	\$515,101	66.98%	69.73%
105-01-32-325-32522	Discount Fees	(\$32,140)	(\$41,885)	(\$62,407)	(\$20,522)	67.12%	67.18%
105-01-32-325-36990	Other Assessments - PBCSB	\$2,558	\$2,558	\$3,000	\$442	85.25%	0.00%
105-01-36-361-36110	Interest-Assessments	\$0	\$3	\$2,000	\$1,997	0.16%	NA
105-01-36-361-36111	Interest (SBA)	\$0	\$0	\$16,250	\$16,250	0.00%	NA
105-01-36-369-36990	Miscellaneous Revenue	\$0	\$0	\$20,000	\$20,000	0.00%	12.59%
105-01-38-381-38000	Transfer From General Fund	\$0	\$198,498	\$595,493	\$396,995	33.33%	NA
105-01-38-381-38111	Contributions from Transportation Fund	\$0	\$89,333	\$268,000	\$178,667	33.33%	0.00%
Total Revenues		\$781,063	\$1,293,570	\$2,432,500	\$1,138,930	53.18%	

Expenditures

105-50-53-538-51200	Regular Salaries	\$41,449	\$162,009	\$547,500	\$385,491	29.59%	24.94%
105-50-53-538-51201	Salaries - Canal Bank Crew	\$8,365	\$30,080	\$170,000	\$139,920	17.69%	0.00%
105-50-53-538-51400	Overtime	\$1,369	\$2,589	\$15,000	\$12,411	17.26%	39.05%
105-50-53-538-51401	Overtime - Canal Bank Crew	\$65	\$257	\$10,000	\$9,743	2.57%	NA
105-50-53-538-51500	Special Pay	\$308	\$770	\$4,000	\$3,230	19.25%	15.40%
105-50-53-538-51501	Special Pay - Canal Restoration	\$0	\$0	\$2,000	\$2,000	0.00%	NA
105-50-53-538-52100	FICA Taxes	\$3,047	\$11,685	\$45,000	\$33,315	25.97%	25.91%
105-50-53-538-52101	FICA Taxes and Medicare Canal Bank Crew	\$638	\$2,579	\$13,000	\$10,421	19.84%	0.00%
105-50-53-538-52200	Retirement FRS	\$7,126	\$31,326	\$95,000	\$63,674	32.97%	10.48%
105-50-53-538-52201	Retirement FRS Canal Bank Crew	\$1,149	\$4,751	\$23,000	\$18,249	20.65%	0.00%
105-50-53-538-52300	Health and Life Insurance	(\$1,516)	\$20,336	\$93,000	\$72,664	21.87%	35.96%
105-50-53-538-52301	Health and Life Insurance Canal Bank Crew	\$11	\$7,275	\$37,000	\$29,725	19.66%	0.00%
105-50-53-538-52400	Worker's Compensation	\$0	\$31,206	\$31,000	(\$206)	100.67%	141.42%
105-50-53-538-52401	Workers' Compensation Canal Bank Crew	\$0	\$9,264	\$9,000	(\$264)	102.94%	0.00%
105-50-53-538-53102	Professional Service - Drug Test	\$44	\$68	\$2,000	\$1,932	3.40%	26.50%
105-50-53-538-53200	Accounting and Auditing	\$0	\$1,700	\$25,000	\$23,300	6.80%	12.00%
105-50-53-538-53400	Canal Bank Maintenance, non-Capital	\$3,263	\$15,661	\$60,000	\$44,339	26.10%	48.1

Town of Loxahatchee
Budget to Actual
December 31, 2024

Item 14.

		December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
105-50-53-538-53480	Other Services - PBC Admin Fee	\$7,785	\$10,032	\$16,000	\$5,968	62.70%	77.25%
105-50-53-538-54100	Communication Services	\$7,208	\$16,570	\$25,000	\$8,430	66.28%	36.75%
105-50-53-538-54300	Utilities	\$443	\$1,544	\$21,000	\$19,456	7.35%	10.81%
105-50-53-538-54440	Rental and Leases - Equip, Storage, etc	\$55,622	\$59,058	\$235,000	\$175,942	25.13%	30.30%
105-50-53-538-54500	Insurance other than Workers' Compensation	\$1,633	\$60,842	\$58,500	(\$2,342)	104.00%	110.96%
105-50-53-538-54680	Repair and Maintenance Svc -	\$0	\$0	\$94,000	\$94,000	0.00%	1.98%
105-50-53-538-54901	Indirect Cost Allocations	\$0	\$0	\$172,500	\$172,500	0.00%	0.00%
105-50-53-538-54910	Computer hardware & Software	(\$37)	\$4,226	\$30,000	\$25,774	14.09%	0.50%
105-50-53-538-54980	Uniforms	\$509	\$2,253	\$10,000	\$7,747	22.53%	0.00%
105-50-53-538-55100	Office Supplies	\$196	\$535	\$2,000	\$1,465	26.77%	353.60%
105-50-53-538-55210	Fuel	\$1,693	\$7,018	\$50,000	\$42,982	14.04%	19.18%
105-50-53-538-55400	Books, Publications, Subscriptions	\$380	\$1,616	\$6,000	\$4,384	26.93%	68.58%
105-50-53-538-55500	Education & Training	\$0	\$3,066	\$16,000	\$12,934	19.16%	-16.96%
105-50-53-538-56400	Machinery and Equipment	\$5,277	\$7,189	\$0	(\$7,189)	NA	0.00%
105-50-53-538-57101	Principal	\$0	\$74,768	\$0	(\$74,768)	NA	NA
105-50-53-538-57201	Interest Expense	\$0	\$4,347	\$0	(\$4,347)	NA	NA
105-50-54-541-53400	Engineering	\$7,151	\$13,474	\$50,000	\$36,526	26.95%	34.42%
105-50-54-541-54670	Traffic Control Signs	\$0	\$2,926	\$70,000	\$67,074	4.18%	0.00%
105-50-54-541-54680	Repair and Maintenance - Machinery	\$12,385	\$27,908	\$0	(\$27,908)	NA	68.19%
105-50-54-541-55200	Operating Supplies	\$1,647	\$6,756	\$25,000	\$18,245	27.02%	29.43%
105-50-54-541-55300	Road Materials & Supplies	\$5	\$148	\$25,000	\$24,852	0.59%	37.06%
105-50-54-541-55310	Road Maintenance and Service	\$45,229	\$53,792	\$225,000	\$171,208	23.91%	20.45%
105-50-54-541-55500	Education & Training	\$2,215	\$5,992	\$0	(\$5,992)	NA	0.00%
105-50-54-541-57301	Other Debt Service Costs	\$0	\$0	\$5,000	\$5,000	0.00%	0.00%
105-50-54-541-59001	Transfer to CIP	\$0	\$38,333	\$115,000	\$76,667	33.33%	NA
Total Expenditures		\$214,658	\$733,947	\$2,432,500	\$1,698,553	30.17%	
Revenues Less Expendiures			\$559,623				

Town of Loxahatchee
Budget to Actual
December 31, 2024

Item 14.

305 - Capital Improvement Project (C.I.P) Fund

Revenues

		December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
305-01-32-334-33450	FEMA Reimbursements, Prior Year	\$0	\$0	\$271,794	\$271,794	0.00%	0.00%
305-01-33-337-33700	Local Gov't Unit Grant - FY24	\$0	\$0	\$750,000	\$750,000	0.00%	0.00%
305-01-33-337-33702	Local Gov't Unit Grant - FY25	\$0	\$0	\$750,000	\$750,000	0.00%	NA
305-01-33-337-33701	State of Florida Resiliency Grant	\$0	\$0	\$350,000	\$350,000	0.00%	0.00%
305-01-38-381-38100	Transfer from Fund Balance	\$0	\$36	\$420,000	\$419,964	0.01%	0.00%
	Carryforward from FY2034	\$0	\$273,767	\$821,302	\$547,535	33.33%	#N/A
305-01-38-381-38110	Contribution from General Fund	\$0	\$143,000	\$429,000	\$286,000	33.33%	0.00%
305-01-38-381-38111	Contributions from Transportation Fund	\$0	\$44,000	\$132,000	\$88,000	33.33%	0.00%
305-01-38-381-38112	Contributions From Surtax Fund	\$0	\$127,767	\$383,300	\$255,533	33.33%	0.00%
305-01-38-381-38113	Contributions from Road and Drainage	\$0	\$38,333	\$115,000	\$76,667	33.33%	NA
Total Revenues		\$0	\$626,903	\$4,422,396	\$3,795,493	14.18%	

Expenditures

305-60-53-538-56334	Swales, Catch Basin, and Other Control Structures	\$0	\$907	\$350,000	\$349,093	0.26%	NA
305-60-53-538-56337	Restoration of Canal Banks	\$0	\$6,048	\$387,531	\$381,483	1.56%	0.00%
305-60-53-538-56339	South E and Citrus Drainage w/o Tree Removal	\$0	\$0	\$25,000	\$25,000	0.00%	NA
305-60-53-538-56340	Tangerine and Citrus Drainage w/o Tree Removal	\$0	\$0	\$25,000	\$25,000	0.00%	NA
305-60-53-538-56351	F Rd. & Collecting Canal	\$500	\$1,770	\$447,570	\$445,801	0.40%	0.00%
305-60-53-538-56352	24th and F Rd.	\$0	\$0	\$145,239	\$145,239	0.00%	0.00%
305-60-53-538-56353	12th Place North	\$0	\$0	\$213,473	\$213,473	0.00%	0.00%
305-60-54-541-56105	24th Fourth (E & W of F Road)	\$0	\$0	\$171,581	\$171,581	0.00%	0.00%
305-60-54-541-56106	161st Terrace North	\$0	\$13,608	\$452,515	\$438,907	3.01%	0.00%
305-60-54-541-56107	Gruber	\$0	\$0	\$120,133	\$120,133	0.00%	0.00%
305-60-54-541-56108	E Citrus	\$0	\$0	\$131,437	\$131,437	0.00%	0.00%
305-60-54-541-56109	147th	\$0	\$0	\$18,347	\$18,347	0.00%	0.00%
305-60-54-541-56111	Casey Road Paving	\$0	\$5,200	\$187,878	\$182,678	2.77%	0.00%
305-60-54-541-56157	Misc. Culvert failures/emergency repairs	\$0	\$0	\$240,000	\$240,000	0.00%	NA
305-60-54-541-56159	Folsom & 25th St Culvert	\$2,765	\$3,568	\$84,500	\$80,933	4.22%	NA
305-60-54-541-56160	Bunny Ln & D Road Culvert	\$2,843	\$3,854	\$144,500	\$140,646	2.67%	NA
305-60-54-541-56161	Kerry Lane and F Road Culvert	\$2,644	\$2,644	\$144,500	\$141,857	1.83%	NA

Town of Loxahatchee
Budget to Actual
December 31, 2024

Item 14.

		December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
305-60-54-541-56200	PW Building	\$0	\$0	\$10,000	\$10,000	0.00%	NA
305-60-54-541-56307	West G Road Paving	\$0	\$0	\$0	\$0	NA	0.00%
305-60-54-541-56311	Folsom Road Paving	\$0	\$0	\$0	\$0	NA	0.00%
305-60-54-541-56315	South E and Citrus	\$0	\$0	\$0	\$0	NA	0.00%
305-60-54-541-56318	E S to Southern	\$0	\$0	\$0	\$0	NA	0.00%
305-60-54-541-56321	24th Fourth (E & W of F Road)	\$0	\$0	\$18,362	\$18,362	0.00%	0.00%
305-60-54-541-56322	Tangerine	\$0	\$0	\$0	\$0	NA	0.00%
305-60-54-541-56323	E Citrus	\$0	\$0	\$7,312	\$7,312	0.00%	0.00%
305-60-54-541-56324	147th	\$0	\$0	\$7,648	\$7,648	0.00%	0.00%
305-60-54-541-56325	161st Terrace North	\$0	\$0	\$31,548	\$31,548	0.00%	0.00%
305-60-54-541-56327	Gruber	\$0	\$0	\$7,825	\$7,825	0.00%	0.00%
305-60-54-541-56329	West 25th	\$0	\$0	\$0	\$0	NA	0.00%
305-60-54-541-56330	Pump House	\$0	\$0	\$10,000	\$10,000	0.00%	NA
305-60-54-541-56331	Gate Repairs at A (Drainage)	\$0	\$0	\$10,000	\$10,000	0.00%	NA
305-60-54-541-56334	A South Repaving	\$0	\$0	\$363,688	\$363,688	0.00%	NA
305-60-54-541-56335	Collecting Canal (a to b) Repaving	\$0	\$0	\$145,475	\$145,475	0.00%	NA
305-60-54-541-56336	E North Gap Repaving	\$0	\$0	\$72,738	\$72,738	0.00%	NA
305-60-54-541-56337	Folsom Gap Repaving	\$0	\$0	\$72,738	\$72,738	0.00%	NA
305-60-54-541-56338	West 25 Street Gap Repaving	\$0	\$0	\$43,643	\$43,643	0.00%	NA
305-60-54-541-56339	G West Repaving	\$0	\$0	\$29,020	\$29,020	0.00%	NA
305-60-54-541-56341	Collecting Canal Repaving	\$0	\$0	\$12,000	\$12,000	0.00%	NA
305-60-54-541-56342	A South Repaving	\$0	\$0	\$75,000	\$75,000	0.00%	NA
305-60-54-541-56343	Gate Repair at Folsom	\$0	\$0	\$15,000	\$15,000	0.00%	NA
305-60-54-541-56345	Community Cost Sharing Program	\$0	\$0	\$150,000	\$150,000	0.00%	NA
305-60-54-541-56501	North Road Trail	\$0	\$0	\$20,000	\$20,000	0.00%	NA
305-60-54-541-56541	Resiliency Grant Expenditures	\$0	\$11,978	\$31,195	\$19,217	38.40%	0.50%
Total Expenditures		\$8,752	\$49,576	\$4,422,396	\$4,372,820	1.12%	
Revenues Less Expenditures		\$577,327					

Town of Loxahatchee
Budget to Actual
December 31, 2024

Item 14.

405 - Solid Waste

Revenues

405-01-32-325-32520	Solid Waste Assessments
405-01-32-325-32522	Discount Fees
405-01-34-343-34300	SWA Recycling Income
405-01-36-361-36110	Interest
405-01-36-381-38100	Transfer from Fund Balance

Total Revenues

Expenditures

405-70-53-534-53409	Other Sanitation Service
405-70-53-534-53440	Solid Waste Contract
405-70-53-534-53480	PBC Admin Fee 1%

Total Expenditures

Revenues Less Expenditures

December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
\$384,684	\$471,658	\$676,800	\$205,142	69.69%	72.67%
(\$15,038)	(\$17,786)	(\$27,000)	(\$9,214)	65.87%	72.86%
\$0	\$0	\$500	\$500	0.00%	0.00%
\$0	\$0	\$7,800	\$7,800	0.00%	0.00%
\$0	\$20,633	\$61,900	\$41,267	33.33%	NA
\$369,646	\$474,505	\$720,000	\$245,495	65.90%	
\$50,962	\$87,467	\$20,000	(\$67,467)	437.34%	164.83%
\$56,400	\$169,200	\$692,000	\$522,800	24.45%	25.28%
\$3,696	\$5,471	\$8,000	\$2,529	68.38%	69.76%
\$111,059	\$262,138	\$720,000	\$457,862	36.41%	
		\$212,367			

Town of Loxahatchee
Budget to Actual
March 31, 2025

Item 14.

001 - General Fund
REVENUES

		March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
001-01-31-311-31000	Ad Valorem Taxes	\$74,889	\$1,529,556	\$1,727,000	\$197,444	88.57%	85.61%
001-01-31-314-31410	Electric Utility Tax	\$31,222	\$179,358	\$430,000	\$250,642	41.71%	47.77%
001-01-31-314-31480	Utility Service Tax- Propane	\$1,768	\$16,871	\$16,000	(\$871)	105.44%	104.39%
001-01-31-315-31500	Communication Services	\$8,926	\$42,198	\$95,000	\$52,802	44.42%	41.80%
001-01-31-316-31600	Local Business Tax	\$1,328	\$98,769	\$100,000	\$1,231	98.77%	36.57%
001-01-32-323-32310	FPL Franchise Fee	\$26,238	\$147,728	\$330,000	\$182,272	44.77%	36.57%
001-01-32-323-32330	PBC Water Utility Franchise	\$1,706	\$8,580	\$31,000	\$22,420	27.68%	92.37%
001-01-32-323-32360	PBC Sewer Utility Franchise	\$1,027	\$5,444	\$13,000	\$7,556	41.87%	NA
001-01-32-323-32370	Solid Waste Franchise	\$17,362	\$93,391	\$225,000	\$131,609	41.51%	48.40%
001-01-32-323-32390	Hauler's Franchise Fee	\$0	\$1,205	\$10,000	\$8,795	12.05%	43.21%
001-01-32-329-32900	Building Permits	\$37,050	\$106,816	\$330,000	\$223,184	32.37%	74.84%
001-01-32-329-32901	Other Permits	\$0	(\$250)	\$0	\$250	NA	0.00%
001-01-32-329-32902	RV Registrations	\$3,120	\$3,870	\$20,000	\$16,130	19.35%	NA
001-01-32-329-32903	Floodplain Development Application	\$4,371	\$12,621	\$12,000	(\$621)	105.18%	NA
001-01-32-329-32905	Alarm Registration	\$263	\$1,688	\$5,000	\$3,313	33.75%	NA
001-01-32-329-32906	Right of Way Permit	\$0	\$3,004	\$1,000	(\$2,004)	300.40%	NA
001-01-32-341-34135	Administrative Charge Dependent District	\$0	\$0	\$172,500	\$172,500	0.00%	99.71%
001-01-33-335-35120	Municipal Revenue Sharing	\$6,644	\$33,486	\$84,700	\$51,214	39.54%	41.21%
001-01-33-335-35150	Alcoholic Beverage License Tax	\$0	\$0	\$6,000	\$6,000	0.00%	0.00%
001-01-33-335-35180	Half Cent Sales Tax	\$26,250	\$136,074	\$334,600	\$198,526	40.67%	44.21%
001-01-33-338-33800	Shared Revenue from Other Governments	\$488	\$2,267	\$0	(\$2,267)	NA	NA
001-01-34-341-34000	General Government Charges	\$3,437	\$7,547	\$9,000	\$1,453	83.86%	27.37%

Town of Loxahatchee
Budget to Actual
March 31, 2025

Item 14.

001-01-34-341-34100 Credit Card Surcharge
001-01-34-341-34180 Planning and Zoning Fees
001-01-34-341-34190 Cost Recovery Fees
001-01-34-341-34195 Cost Recovery Admin Fee
001-01-35-351-35150 Court Fines
001-01-35-354-35400 Code Enforcement Fines
001-01-36-361-36110 Interest
001-01-36-366-36692 FMIT Safety Grant
001-01-36-369-36990 Other Miscellaneous Revenue
001-14-36-361-36110 Interest for FMIVT
Total Revenues

March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
\$0	\$0	\$10,000	\$10,000	0.00%	NA
\$5,100	\$10,900	\$55,000	\$44,100	19.82%	NA
\$19,870	\$139,605	\$223,000	\$83,395	62.60%	51.72%
\$1,153	\$4,209	\$0	(\$4,209)	NA	NA
\$729	\$3,384	\$5,000	\$1,616	67.67%	NA
\$0	\$468	\$11,000	\$10,532	4.26%	27.02%
\$8,109	\$45,876	\$59,000	\$13,124	77.76%	100.71%
\$0	\$5,000	\$0	(\$5,000)	NA	NA
\$104	\$3,240	\$1,000	(\$2,240)	324.00%	43.13%
\$0	\$2,491	\$0	(\$2,491)	NA	NA
\$281,154	\$2,645,394	\$4,315,800	\$1,670,406	61.30%	

Town of Loxahatchee
Budget to Actual
March 31, 2025

Item 14.

EXPENSES

		March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
001-10-51-511-51200	Regular Salaries	\$3,750	\$22,500	\$45,000	\$22,500	50.00%	50.00%
001-10-51-511-52100	FICA Taxes	\$309	\$1,808	\$3,500	\$1,692	51.67%	52.18%
001-10-51-511-53100	Lobbying Services	\$5,417	\$55,025	\$75,000	\$19,975	73.37%	46.50%
001-10-51-511-54000	Travel	\$0	\$2,327	\$5,000	\$2,673	46.54%	22.59%
001-10-51-511-55400	Books, Publications, Subscriptions	\$0	\$4,524	\$5,000	\$476	90.48%	62.88%
001-10-51-511-55500	Education & Training	\$0	\$2,923	\$3,000	\$77	97.43%	0.00%
001-10-51-511-58200	Special Events/ Contributions	\$0	\$7,311	\$10,000	\$2,689	73.11%	108.12%
	Town Council	\$9,476	\$96,418	\$146,500	\$50,082	65.81%	

Town of Loxahatchee

Budget to Actual

March 31, 2025

Item 14.

		March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
001-12-51-512-51200	Regular Salaries	\$49,670	\$296,571	\$634,360	\$337,789	46.75%	40.11%
001-12-51-512-51400	Overtime	\$591	\$4,365	\$5,000	\$635	87.30%	41.62%
001-12-51-512-52100	FICA Taxes	\$3,767	\$22,604	\$48,528	\$25,924	46.58%	40.22%
001-12-51-512-52200	Retirement FRS	\$7,243	\$52,259	\$115,680	\$63,421	45.18%	44.50%
001-12-51-512-52300	Health and Life Insurance	(\$65)	\$21,417	\$63,119	\$41,702	33.93%	52.64%
001-12-51-512-52400	Worker's Compensation	\$0	\$1,219	\$1,700	\$481	71.71%	141.40%
001-12-51-512-53400	Other Services	\$0	\$2,393	\$3,000	\$607	79.76%	359.31%
001-12-51-512-54000	Travel	\$0	\$5,807	\$5,000	(\$807)	116.14%	13.82%
001-12-51-512-54200	Postage and Freight	\$0	\$4,851	\$4,000	(\$851)	121.27%	9.53%
001-12-51-512-54900	Other Operating Expenses (Misc.-Recording Fees)	\$27	\$725	\$8,000	\$7,275	9.07%	97.78%
001-12-51-512-54930	Election Expense	\$2,441	\$4,312	\$20,000	\$15,688	21.56%	5.75%
001-12-51-512-54960	Legal Advertising	\$0	\$4,325	\$6,000	\$1,675	72.09%	60.65%
001-12-51-512-55100	Office Supplies	\$0	\$10,716	\$10,000	(\$716)	107.16%	110.48%
001-12-51-512-55400	Books, Publications, Subscriptions	\$0	\$10,531	\$6,000	(\$4,531)	175.52%	117.07%
001-12-51-512-55500	Education & Training	\$0	\$2,391	\$5,000	\$2,609	47.82%	4.18%
	Town Administrator	\$63,676	\$444,486	\$935,387	\$490,901	47.52%	

Town of Loxahatchee
Budget to Actual
March 31, 2025

Item 14.

001-14-51-513-53110 Payroll Fees
001-14-51-513-53200 Accounting and Auditing
001-14-51-513-53300 Compliance Auditing
001-14-51-513-54910 Bank and Merchant Account Charges
Finance

March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
\$423	\$4,780	\$9,000	\$4,220	53.12%	53.82%
\$18,833	\$52,167	\$125,000	\$72,833	41.73%	56.01%
\$0	\$1,700	\$25,000	\$23,300	6.80%	87.00%
\$1,222	\$8,706	\$10,000	\$1,294	87.06%	73.56%
\$20,478	\$67,353	\$169,000	\$101,647	39.85%	

Town of Loxahatchee
Budget to Actual
March 31, 2025

Item 14.

001-16-51-514-53100 Legal Fees
Town Attorney

March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
\$57,134	\$201,222	\$193,000	(\$8,222)	104.26%	61.06%
\$57,134	\$97,049	\$193,000	(\$8,222)	50.28%	

Town of Loxahatchee
Budget to Actual
March 31, 2025

Item 14.

		March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
001-18-51-515-51200	Regular Salaries	\$13,815	\$98,095	\$171,000	\$72,905	57.37%	44.24%
001-18-51-515-51400	Overtime	\$1,684	\$9,132	\$0	(\$9,132)	NA	148.40%
001-18-51-515-52100	FICA Taxes	\$1,183	\$8,316	\$13,000	\$4,684	63.97%	48.22%
001-18-51-515-52200	Retirement FRS	\$1,504	\$10,646	\$24,000	\$13,354	44.36%	46.08%
001-18-51-515-52300	Health and Life Insurance	\$99	\$8,581	\$25,000	\$16,419	34.33%	38.01%
001-18-51-515-52400	Worker's Compensation	\$0	\$3,901	\$4,000	\$99	97.52%	0.00%
001-18-51-515-53100	Building and Zoning Professional Service	\$5,900	\$8,811	\$90,000	\$81,189	9.79%	NA
001-18-51-515-54000	Travel	\$0	\$603	\$5,000	\$4,397	12.06%	NA
001-18-51-515-54181	Building Permit Zoning Review	\$327	\$327	\$20,000	\$19,673	1.63%	NA
001-18-51-515-54920	Computer Services	\$0	\$300	\$10,000	\$9,700	3.00%	NA
001-18-51-515-55200	Building Office Supplies	\$400	\$7,765	\$5,000	(\$2,765)	155.29%	NA
001-18-51-515-55400	Books, Publications, Subscriptions	\$0	\$125	\$3,000	\$2,875	4.17%	NA
001-18-51-515-55500	Education and Training	\$0	\$0	\$3,000	\$3,000	0.00%	NA
	Building Department	\$24,912	\$156,601	\$373,000	\$216,399	41.98%	

Town of Loxahatchee
Budget to Actual
March 31, 2025

Item 14.

001-20-51-515-53400	Other Services- Planning Process
001-20-51-515-53420	Comprehensive Plan
001-20-51-515-53450	Planning & Zoning Contract
001-20-51-515-53451	Planner On Call
001-20-51-515-53490	Cost Recovery Expenditures
001-20-51-515-53492	Pre Application Meeting Costs
001-20-51-515-54960	Legal Advertising
	Planning

March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
\$0	\$1,438	\$0	(\$1,438)	NA	22.97%
\$0	\$0	\$30,000	\$30,000	0.00%	69.29%
\$4,044	\$30,813	\$60,000	\$29,187	51.35%	76.42%
\$1,000	\$5,000	\$25,000	\$20,000	20.00%	65.60%
\$19,330	\$106,135	\$212,000	\$105,865	50.06%	66.31%
\$0	\$1,185	\$0	(\$1,185)	NA	NA
\$0	\$0	\$9,500	\$9,500	0.00%	14.26%
\$24,374	\$144,570	\$336,500	\$191,930	42.96%	

Town of Loxahatchee
Budget to Actual
March 31, 2025

Item 14.

		March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
001-22-51-511-54100	Legal Advertising	\$0	\$0	\$5,000	\$5,000	0.00%	NA
001-22-51-519-51200	Regular Salaries	\$6,296	\$36,541	\$112,000	\$75,459	32.63%	66.31%
001-22-51-519-51400	Overtime	\$64	\$619	\$0	(\$619)	NA	NA
001-22-51-519-52100	FICA Taxes	\$512	\$3,083	\$9,000	\$5,917	34.26%	71.05%
001-22-51-519-52200	Retirement FRS	\$867	\$4,811	\$12,000	\$7,189	40.09%	42.61%
001-22-51-519-52300	Health and Life Insurance	\$337	\$1,241	\$0	(\$1,241)	NA	53.88%
001-22-51-519-52400	Workers' Compensation	\$0	\$7,399	\$6,500	(\$899)	113.82%	141.42%
001-22-51-519-53100	Professional Services - Legal	\$4,212	\$32,072	\$33,120	\$1,048	96.84%	#N/A
001-22-51-519-53101	Expert Witnesses	\$0	\$1,014	\$7,300	\$6,286	13.89%	58.25%
001-22-51-519-53150	Special Magistrate	\$2,535	\$3,853	\$25,000	\$21,147	15.41%	#N/A
001-22-51-519-53400	Other Services - Code	\$0	\$0	\$3,000	\$3,000	0.00%	#N/A
001-22-51-519-53491	Code Compliance Costs	\$0	\$900	\$0	(\$900)	NA	45.06%
001-22-51-519-54680	Vehicle Maintenance	\$0	\$0	\$500	\$500	0.00%	112.50%
001-22-51-519-55210	Fuel	\$0	\$0	\$2,500	\$2,500	0.00%	25.34%
001-22-51-519-55500	Education & Training	\$0	\$0	\$1,000	\$1,000	0.00%	47.29%
001-24-51-524-55000	Education and Training	\$0	\$360	\$0	(\$360)	NA	112.02%
	Code Enforcement	\$14,823	\$91,893	\$216,920	\$125,027	42.36%	

Town of Loxahatchee
Budget to Actual
March 31, 2025

Item 14.

001-26-52-521-53410 Law Enforcement (PBSO)
Law Enforcement

March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
\$55,558	\$388,904	\$668,000	\$279,096	58.22%	58.25%
\$55,558	\$222,231	\$668,000	\$279,096	33.27%	

Town of Loxahatchee
Budget to Actual
March 31, 2025

Item 14.

001-31-51-519-54103 Cellular Services, ADT, IP Phone,
001-31-51-519-54105 Website Costs
001-31-51-519-54107 Internet Service
001-31-51-519-54109 Computer Services, Node (0), Office 365
001-31-51-519-54922 Computer Subscription Services
Information Technology

March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
\$0	\$495	\$7,500	\$7,005	6.60%	45.06%
\$2,000	\$15,900	\$20,000	\$4,100	79.50%	112.50%
\$0	\$0	\$12,000	\$12,000	0.00%	25.34%
\$2,362	\$13,435	\$30,000	\$16,565	44.78%	47.29%
\$0	\$27,847	\$45,000	\$17,153	61.88%	112.02%
\$4,362	\$57,677	\$114,500	\$56,823	50.37%	

Town of Loxahatchee
Budget to Actual
March 31, 2025

Item 14.

001-32-51-519-53400 Other Service- Janitorial and Maintenance
 001-32-51-519-54300 Utilities
 001-32-51-519-54440 Rental and Leases - Equip, Storage, etc
 001-32-51-519-54500 Insurance other than Workers' Compensation
 001-32-51-519-54600 Repair and Maintenance - Building

March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
\$125	\$13,675	\$20,000	\$6,325	68.37%	86.65%
\$480	\$2,831	\$11,000	\$8,169	25.74%	31.01%
\$397	\$5,845	\$13,000	\$7,155	44.96%	77.45%
(\$6,930)	\$84,912	\$84,500	(\$412)	100.49%	79.85%
\$1,435	\$4,871	\$10,000	\$5,129	48.71%	85.68%
(\$4,493)	\$112,133	\$138,500	\$26,367	80.96%	

Town of Loxahatchee
Budget to Actual
March 31, 2025

Item 14.

001-90-58-581-59104 Transfer to Roads and Drainage
001-90-58-581-59305 Transfer to C.I.P Fund

March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
\$0	\$119,099	\$595,493	\$476,394	20.00%	NA
\$0	\$85,800	\$429,000	\$343,200	20.00%	100.00%
\$0	\$204,899	\$1,024,493	\$819,594	20.00%	
Total Expenditures		\$1,695,312	\$4,315,800		
Revenues Less Expenditures		\$950,083			

Town of Loxahatchee
Budget to Actual
March 31, 2025

Item 14.

101 - Transportation Fund

Revenues

101-01-31-312-34100	1st Local option Fuel Tax (6c)	\$21,151	\$108,816	\$268,000	\$159,184	40.60%	38.32%
101-01-31-312-34200	2nd Local Option Fuel Tax(5c)	\$10,067	\$49,387	\$128,000	\$78,613	38.58%	38.71%
101-01-36-361-36110	Interest	\$0	\$0	\$4,000	\$4,000	0.00%	NA
Total Revenues		\$31,218	\$158,203	\$400,000	\$241,797	39.55%	

101-40-58-581-59105	Transfer to Roads and Drainage	\$0	\$53,600	\$268,000	\$214,400	20.00%	38.45%
101-40-58-581-59305	Transfer to C.I.P Fund	\$0	\$26,400	\$132,000	\$105,600	20.00%	38.45%
Total Expenditurees		\$0	\$80,000	\$400,000	\$320,000	20.00%	

Revenues Less Expenditures

\$78,203

Town of Loxahatchee
Budget to Actual
March 31, 2025

Item 14.

103 - Local Option Sales Tax (L.O.S.T) Fund

Revenues

103-01-31-312-31260	Sales Tax Infrastructure	\$23,315	\$147,317	\$329,800	\$182,483	44.67%	43.14%
103-01-31-381-38100	Transfer from Fund Balance	\$0	\$9,400	\$47,000	\$37,600	20.00%	NA
103-01-36-361-36110	Interest	\$0	\$0	\$6,500	\$6,500	0.00%	NA
103-14-36-361-36110	Interest for FMIVT	\$0	\$14,695	\$0	(\$14,695)	NA	NA
Total Revenues		\$23,315	\$171,412	\$383,300	\$211,888	44.72%	

Expenditures

103-40-58-581-59305	Transfer to C.I.P Fund	\$0	\$76,660	\$383,300	\$306,640	20.00%	48.59%
Total Expenditures		\$0	\$76,660	\$383,300	\$306,640	20.00%	

Town of Loxahatchee

Budget to Actual

March 31, 2025

Item 14.

105 - Water Control District

Revenues

		March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
105-01-32-325-32510	Other Assessments	\$0	\$0	\$30,000	\$30,000	0.00%	0.00%
105-01-32-325-32520	Road and Canal Maintenance Assessment	\$63,901	\$1,317,690	\$1,560,164	\$242,474	84.46%	82.98%
105-01-32-325-32522	Discount Fees	(\$709)	(\$48,156)	(\$62,407)	(\$14,251)	77.16%	75.34%
105-01-32-325-36990	Other Assessments - PBCSB	\$0	\$2,558	\$3,000	\$442	85.25%	85.25%
105-01-36-361-36110	Interest-Assessments	\$0	\$3	\$2,000	\$1,997	0.16%	NA
105-01-36-361-36111	Interest (SBA)	\$0	\$0	\$16,250	\$16,250	0.00%	NA
105-01-36-369-36990	Miscellaneous Revenue	\$721	\$1,194	\$20,000	\$18,806	5.97%	12.59%
105-01-38-381-38000	Transfer From General Fund	\$0	\$119,099	\$595,493	\$476,394	20.00%	NA
105-01-38-381-38111	Contributions from Transportation Fund	\$0	\$53,600	\$268,000	\$214,400	20.00%	38.45%
Total Revenues		\$63,913	\$1,445,987	\$2,432,500	\$986,513	59.44%	

Expenditures

105-50-53-538-51200	Regular Salaries	\$46,376	\$300,141	\$547,500	\$247,359	54.82%	53.49%
105-50-53-538-51201	Salaries - Canal Bank Crew	\$8,378	\$55,411	\$170,000	\$114,589	32.59%	0.00%
105-50-53-538-51400	Overtime	\$368	\$4,184	\$15,000	\$10,816	27.90%	79.17%
105-50-53-538-51401	Overtime - Canal Bank Crew	\$8	\$510	\$10,000	\$9,490	5.10%	NA
105-50-53-538-51500	Special Pay	\$462	\$1,694	\$4,000	\$2,306	42.35%	26.95%
105-50-53-538-51501	Special Pay - Canal Restoration	\$0	\$0	\$2,000	\$2,000	0.00%	NA
105-50-53-538-52100	FICA Taxes	\$3,388	\$22,188	\$45,000	\$22,812	49.31%	55.73%
105-50-53-538-52101	FICA Taxes and Medicare Canal Bank Crew	\$647	\$4,613	\$13,000	\$8,387	35.49%	0.00%
105-50-53-538-52200	Retirement FRS	\$7,395	\$55,644	\$95,000	\$39,356	58.57%	45.09%
105-50-53-538-52201	Retirement FRS Canal Bank Crew	\$1,641	\$9,582	\$23,000	\$13,418	41.66%	0.00%
105-50-53-538-52300	Health and Life Insurance	\$863	\$49,658	\$93,000	\$43,342	53.40%	114.08%
105-50-53-538-52301	Health and Life Insurance Canal Bank Crew	\$102	\$13,621	\$37,000	\$23,379	36.81%	0.00%
105-50-53-538-52400	Worker's Compensation	\$0	\$31,206	\$31,000	(\$206)	100.67%	141.42%
105-50-53-538-52401	Workers' Compensation Canal Bank Crew	\$0	\$9,264	\$9,000	(\$264)	102.94%	0.00%
105-50-53-538-53102	Professional Service - Drug Test	\$0	\$132	\$2,000	\$1,868	6.60%	49.25%
105-50-53-538-53200	Accounting and Auditing	\$10,500	\$12,200	\$25,000	\$12,800	48.80%	87.00%
105-50-53-538-53400	Canal Bank Maintenance, non-Capital	\$2,400	\$19,786	\$60,000	\$40,214	32.98%	59.8

Town of Loxahatchee

Budget to Actual

March 31, 2025

Item 14.

		March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
105-50-53-538-53480	Other Services - PBC Admin Fee	\$922	\$12,983	\$16,000	\$3,017	81.15%	90.18%
105-50-53-538-54100	Communication Services	\$0	\$17,799	\$25,000	\$7,201	71.19%	97.18%
105-50-53-538-54300	Utilities	\$2,657	\$9,848	\$21,000	\$11,152	46.89%	32.53%
105-50-53-538-54440	Rental and Leases - Equip, Storage, etc	\$11,230	\$92,116	\$235,000	\$142,884	39.20%	62.39%
105-50-53-538-54500	Insurance other than Workers' Compensation	\$0	\$60,842	\$58,500	(\$2,342)	104.00%	111.37%
105-50-53-538-54680	Repair and Maintenance Svc -	\$14,124	\$28,239	\$94,000	\$65,761	30.04%	2.81%
105-50-53-538-54901	Indirect Cost Allocations	\$0	\$0	\$172,500	\$172,500	0.00%	99.71%
105-50-53-538-54910	Computer hardware & Software	\$0	\$11,423	\$30,000	\$18,577	38.08%	39.44%
105-50-53-538-54980	Uniforms	(\$151)	\$4,229	\$10,000	\$5,771	42.29%	893.49%
105-50-53-538-55100	Office Supplies	\$0	\$2,348	\$2,000	(\$348)	117.39%	893.49%
105-50-53-538-55210	Fuel	\$5,445	\$18,598	\$50,000	\$31,402	37.20%	40.23%
105-50-53-538-55400	Books, Publications, Subscriptions	\$0	\$1,985	\$6,000	\$4,015	33.09%	105.97%
105-50-53-538-55500	Education & Training	\$1,500	\$5,308	\$16,000	\$10,692	33.17%	81.46%
105-50-53-538-56400	Machinery and Equipment	\$0	\$139,034	\$0	(\$139,034)	NA	0.00%
105-50-53-538-57101	Principal	\$0	\$74,768	\$0	(\$74,768)	NA	NA
105-50-53-538-57201	Interest Expense	\$0	\$4,347	\$0	(\$4,347)	NA	NA
105-50-54-541-53400	Engineering	\$14,282	\$76,833	\$50,000	(\$26,833)	153.67%	47.93%
105-50-54-541-54670	Traffic Control Signs	\$2,640	\$6,266	\$70,000	\$63,734	8.95%	36.39%
105-50-54-541-54680	Repair and Maintenance - Machinery	\$0	\$38,253	\$0	(\$38,253)	NA	112.75%
105-50-54-541-55200	Operating Supplies	\$190	\$7,997	\$25,000	\$17,003	31.99%	55.92%
105-50-54-541-55300	Road Materials & Supplies	\$9,350	\$11,032	\$25,000	\$13,968	44.13%	86.75%
105-50-54-541-55310	Road Maintenance and Service	\$0	\$95,710	\$225,000	\$129,290	42.54%	29.83%
105-50-54-541-55500	Education & Training	\$0	\$5,992	\$0	(\$5,992)	NA	4.62%
105-50-54-541-57301	Other Debt Service Costs	\$0	\$0	\$5,000	\$5,000	0.00%	0.00%
105-50-54-541-59001	Transfer to CIP	\$0	\$23,000	\$115,000	\$92,000	20.00%	NA
Total Expenditures		\$144,716	\$1,338,782	\$2,432,500	\$1,093,718	55.04%	
Revenues Less Expendiures			\$107,205				

Town of Loxahatchee
Budget to Actual
March 31, 2025

Item 14.

305 - Capital Improvement Project (C.I.P) Fund

Revenues

		March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
305-01-32-334-33450	FEMA Reimbursements, Prior Year	\$0	\$0	\$271,794	\$271,794	0.00%	0.00%
305-01-33-337-33700	Local Gov't Unit Grant - FY24	\$0	\$0	\$750,000	\$750,000	0.00%	0.00%
305-01-33-337-33702	Local Gov't Unit Grant - FY25	\$0	\$0	\$750,000	\$750,000	0.00%	NA
305-01-33-337-33701	State of Florida Resiliency Grant	\$0	\$0	\$350,000	\$350,000	0.00%	0.00%
305-01-38-381-38100	Transfer from Fund Balance	\$0	\$140,000	\$420,000	\$280,000	33.33%	0.00%
	Carryforward from FY2034	\$0	\$164,260	\$821,302	\$657,042	20.00%	NA
305-01-38-381-38110	Contribution from General Fund	\$0	\$85,800	\$429,000	\$343,200	20.00%	104.08%
305-01-38-381-38111	Contributions from Transportation Fund	\$0	\$26,400	\$132,000	\$105,600	20.00%	0.00%
305-01-38-381-38112	Contributions From Surtax Fund	\$0	\$76,660	\$383,300	\$306,640	20.00%	48.59%
305-01-38-381-38113	Contributions from Road and Drainage	\$0	\$23,000	\$115,000	\$92,000	20.00%	NA
Total Revenues		\$0	\$516,120	\$4,422,396	\$3,906,276	11.67%	

Expenditures

305-60-53-538-56334	Swales, Catch Basin, and Other Control Structures	\$0	\$24,891	\$350,000	\$325,109	7.11%	NA
305-60-53-538-56337	Restoration of Canal Banks	\$0	\$6,048	\$387,531	\$381,483	1.56%	0.00%
305-60-53-538-56339	South E and Citrus Drainage w/o Tree Removal	\$0	\$0	\$25,000	\$25,000	0.00%	NA
305-60-53-538-56340	Tangerine and Citrus Drainage w/o Tree Removal	\$0	\$0	\$25,000	\$25,000	0.00%	NA
305-60-53-538-56351	F Rd. & Collecting Canal	\$0	\$1,770	\$447,570	\$445,801	0.40%	0.00%
305-60-53-538-56352	24th and F Rd.	\$0	\$0	\$145,239	\$145,239	0.00%	0.00%
305-60-53-538-56353	12th Place North	\$0	\$225,260	\$213,473	(\$11,787)	105.52%	0.00%
305-60-54-541-56105	24th Fourth (E & W of F Road)	\$0	\$159,126	\$171,581	\$12,455	92.74%	0.00%
305-60-54-541-56106	161st Terrace North	\$0	\$451,152	\$452,515	\$1,363	99.70%	0.00%
305-60-54-541-56107	Gruber	\$14,585	\$129,487	\$120,133	(\$9,354)	107.79%	0.00%
305-60-54-541-56108	E Citrus	\$0	\$123,714	\$131,437	\$7,723	94.12%	0.00%
305-60-54-541-56109	147th	\$0	\$24,818	\$18,347	(\$6,471)	135.27%	0.00%
305-60-54-541-56111	Casey Road Paving	\$0	\$160,385	\$187,878	\$27,493	85.37%	0.00%
305-60-54-541-56157	Misc. Culvert failures/emergency repairs	\$0	\$0	\$240,000	\$240,000	0.00%	NA
305-60-54-541-56159	Folsom & 25th St Culvert	\$0	\$3,568	\$84,500	\$80,933	4.22%	NA
305-60-54-541-56160	Bunny Ln & D Road Culvert	\$0	\$4,104	\$144,500	\$140,396	2.84%	NA
305-60-54-541-56161	Kerry Lane and F Road Culvert	\$0	\$2,894	\$144,500	\$141,607	2.00%	NA

Town of Loxahatchee

Budget to Actual

March 31, 2025

Item 14.

			YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
305-60-54-541-56200	PW Building	\$0	\$0	\$10,000	\$10,000	0.00%	NA
305-60-54-541-56307	West G Road Paving	\$0	\$0	\$0	\$0	NA	0.00%
305-60-54-541-56311	Folsom Road Paving	\$0	\$0	\$0	\$0	NA	0.00%
305-60-54-541-56315	South E and Citrus	\$0	\$0	\$0	\$0	NA	0.00%
305-60-54-541-56318	E S to Southern	\$0	\$0	\$0	\$0	NA	0.00%
305-60-54-541-56321	24th Fourth (E & W of F Road)	\$0	\$0	\$18,362	\$18,362	0.00%	0.00%
305-60-54-541-56322	Tangerine	\$0	\$0	\$0	\$0	NA	0.00%
305-60-54-541-56323	E Citrus	\$3,591	\$14,742	\$7,312	(\$7,430)	201.61%	0.00%
305-60-54-541-56324	147th	\$0	\$0	\$7,648	\$7,648	0.00%	0.00%
305-60-54-541-56325	161st Terrace North	\$0	\$0	\$31,548	\$31,548	0.00%	0.00%
305-60-54-541-56327	Gruber	\$2,331	\$2,331	\$7,825	\$5,494	29.79%	0.00%
305-60-54-541-56329	West 25th	\$0	\$0	\$0	\$0	NA	0.00%
305-60-54-541-56330	Pump House	\$0	\$0	\$10,000	\$10,000	0.00%	NA
305-60-54-541-56331	Gate Repairs at A (Drainage)	\$0	\$0	\$10,000	\$10,000	0.00%	NA
305-60-54-541-56334	A South Repaving	\$0	\$0	\$363,688	\$363,688	0.00%	NA
305-60-54-541-56335	Collecting Canal (a to b) Repaving	\$0	\$0	\$145,475	\$145,475	0.00%	NA
305-60-54-541-56336	E North Gap Repaving	\$0	\$0	\$72,738	\$72,738	0.00%	NA
305-60-54-541-56337	Folsom Gap Repaving	\$0	\$0	\$72,738	\$72,738	0.00%	NA
305-60-54-541-56338	West 25 Street Gap Repaving	\$0	\$0	\$43,643	\$43,643	0.00%	NA
305-60-54-541-56339	G West Repaving	\$0	\$0	\$29,020	\$29,020	0.00%	NA
305-60-54-541-56341	Collecting Canal Repaving	\$0	\$0	\$12,000	\$12,000	0.00%	NA
305-60-54-541-56342	A South Repaving	\$0	\$0	\$75,000	\$75,000	0.00%	NA
305-60-54-541-56343	Gate Repair at Folsom	\$0	\$0	\$15,000	\$15,000	0.00%	NA
305-60-54-541-56345	Community Cost Sharing Program	\$0	\$0	\$150,000	\$150,000	0.00%	NA
305-60-54-541-56501	North Road Trail	\$0	\$0	\$20,000	\$20,000	0.00%	NA
305-60-54-541-56541	Resiliency Grant Expenditures	\$0	\$54,265	\$31,195	(\$23,070)	173.95%	0.50%
Total Expenditures		\$20,507	\$1,388,553	\$4,422,396	\$3,033,843	31.40%	

Revenues Less Expenditures

(\$872,433)

Town of Loxahatchee
Budget to Actual
March 31, 2025

Item 14.

405 - Solid Waste

Revenues

405-01-32-325-32520	Solid Waste Assessments	\$23,812	\$576,467	\$676,800	\$100,333	85.18%	72.67%
405-01-32-325-32522	Discount Fees	(\$293)	(\$20,196)	(\$27,000)	(\$6,804)	74.80%	72.86%
405-01-34-343-34300	SWA Recycling Income	\$0	\$0	\$500	\$500	0.00%	0.00%
405-01-36-361-36110	Interest	\$0	\$0	\$7,800	\$7,800	0.00%	0.00%
405-01-36-381-38100	Transfer from Fund Balance	\$0	\$12,380	\$61,900	\$49,520	20.00%	NA
Total Revenues		\$23,520	\$568,650	\$720,000	\$151,350	78.98%	

Expenditures

405-70-53-534-53409	Other Sanitation Service	\$0	\$103,435	\$20,000	(\$83,435)	517.17%	164.83%
405-70-53-534-53440	Solid Waste Contract	\$58,100	\$343,499	\$692,000	\$348,501	49.64%	25.28%
405-70-53-534-53480	PBC Admin Fee 1%	\$531	\$6,786	\$8,000	\$1,214	84.83%	69.76%
Total Expenditures		\$58,631	\$453,720	\$720,000	\$266,280	63.02%	

Revenues Less Expenditures

\$114,931

Vendor	Paid October 1, 2023, through September 30, 2024
PBSO(Palm Beach Sheriffs Office)	\$660,092.00
Coastal Waste & Recycling	\$619,605.78
Johnson-Davis, Inc	\$471,830.00
JW Cheatham LLC	\$405,966.77
Torcivia Donlon Goddeau & Ansay PA	\$402,644.90
Keshavarz & Associates	\$353,111.33
Engenuity Group, Inc.	\$344,487.45
Palm Beach Aggregates, LLC	\$286,600.99
Florida Division of Retirement (FRS)	\$281,771.13
Florida Blue	\$212,593.94
WBI Contracting of Palm Beach Inc	\$191,969.96
Florida Municipal Insurance Trust (FMIvT)	\$180,699.89
HLSS III Lox, LLC	\$135,933.00
Land Research Management	\$132,484.62
Munilytics	\$92,410.49
United Rentals North America, Inc	\$87,266.82
Newman Tractor LLC	\$66,737.21
Kiel Tree Service, Inc.	\$66,050.00
Ronald L. Book, P.A.	\$64,999.92
Discovery Quest Inc.	\$56,039.00
Santander Bank N A	\$55,425.92
John Deere Financial / Deere Credit, Inc.	\$54,796.57
CGP Agency, LLC	\$47,025.00
Complete Cities Planning Group, LLC	\$46,777.90
Palmdale Oil Company Inc	\$45,271.94
Caballero Fierman Llerena Garcia, LLP	\$41,500.00
Node0 IT LLC	\$39,492.86
Hy-Byrd Inc	\$34,600.00
Aquatic Vegetation Control Inc	\$33,352.50
Kelly Tractor Company	\$26,980.94
Palm Beach County Thrift Shop	\$26,494.00
EquipmentShare.com Inc	\$24,819.25
The Valiant Management Team LLC	\$23,700.00
Transystems	\$23,051.25
Civic Plus	\$22,569.21
Al's Auto Repair	\$21,883.10
FPL	\$20,795.46
Murray Logan Construction LLC	\$18,000.00
Amazon	\$17,965.07
Debris Dog Inc	\$17,750.00
Gannet Florida LocaliQ	\$16,782.32

Vendor	Paid October 1, 2023, through September 30, 2024
Nutrien AG Solutions	\$16,556.00
Anago Cleaning Systems	\$16,115.00
Ferguson	\$15,131.28
Vulcan Inc.	\$14,983.00
Dobbs Equipment, LLC	\$13,815.99
Cintas Corporation #283	\$13,534.05
Comcast	\$13,198.78
The Hartford	\$12,949.79
Humana	\$12,568.10
Instacart	\$12,015.73
AT & T Mobility	\$11,923.43
Davis & Associates, PA	\$11,828.25
Everglades Equipment Group	\$10,188.92

Vendor Activity Report October Through March

Item 14.

Vendor	Amount Paid
Atlantic Southern Paving and Sealcoating LLC	\$1,015,289.03
PBSO(Palm Beach Sheriffs Office)	\$388,904.25
Coastal Waste & Recycling	\$335,050.82
Torcivia Donlon Goddeau & Ansay PA	\$239,360.09
Johnson-Davis, Inc	\$225,260.00
Florida Municipal Insurance Trust (FMIVT)	\$198,856.55
Florida Division of Retirement (FRS)	\$149,985.12
Keshavarz & Associates	\$129,497.91
Southport Truck Group	\$120,031.20
Thompson Consulting Services, LLC	\$96,936.00
Santander Bank N A	\$90,476.68
Florida Blue	\$85,175.58
Engenuity Group, Inc.	\$63,847.25
Kiel Tree Service, Inc.	\$60,150.00
John Deere Financial / Deere Credit, Inc.	\$54,202.51
Land Research Management	\$52,912.80
Odums Sod, Inc.	\$51,637.50
Munilytics	\$41,666.65
Ronald L. Book, P.A.	\$32,499.96
Debris Dog Inc	\$26,950.00
Wynn & Sons Environmental Construction Company LLC.	\$24,818.00
Ferguson Waterworks	\$23,695.20
Kelly Tractor Company	\$23,165.00
Complete Cities Planning Group, LLC	\$22,717.91
Geoffrey B Sluggett & Associates Inc	\$22,525.00
Caballero Fierman Llerena Garcia, LLP	\$21,000.00
Amazon	\$20,968.64
Palmdale Oil Company Inc	\$18,538.88
Aquatic Vegetation Control Inc	\$17,887.50
Simmons & White Inc	\$17,291.00
Node0 IT LLC	\$16,687.43
CGP Agency, LLC	\$15,900.00
Al's Auto Repair	\$14,538.82
FPL	\$12,052.59
Palm Beach Aggregates, LLC	\$11,325.78
NextRequest, LLC	\$11,111.64
OrangeClean Services	\$10,710.00
St Lucie Battery & Tire	\$10,475.62
Transystems	\$10,314.79
United Rentals North America, Inc	\$10,080.60

Town of Loxahatchee
Unaudited and Unadjusted Balance Sheet
At March 31, 2025

Item 14.

March 31, 2025

001 - General Fund

Assets

001-00-00-223-10900	Cost Recovery A/R Reclass	\$287,997
001-00-10-101-10000	BU Pooled Cash	\$5,047,194
001-00-10-101-10010	Cash in Bank	\$418,477
001-00-11-101-10150	Accts REC	\$1,939
001-00-13-131-13101	Due To/ Due From Transportation Fund	(\$189,103)
001-00-13-131-13103	Due to / Due from L.O.S.T Fund	(\$168,186)
001-00-13-131-13105	Due to/Due from WCD	(\$1,188,742)
001-00-13-131-13135	Due To/ Due From Capital Improvment Fund	\$1,407
001-00-13-131-13140	Due To/Due From Solid Waste Fund	(\$553,384)
001-00-15-151-15100	Investment in FMIVT	\$155,621
Total Assets		<u><u>\$3,813,220</u></u>

Liabilities and Fund Balance

Liabilities

001-00-11-233-20230	Cost Recovery	\$93,000
001-00-11-233-20240	Tree Mitigation	\$77,318
001-00-11-233-20242	Tree Mitigation Bond	\$12,515
001-00-20-202-20000	Accounts Payable	\$242,790
001-00-20-202-20003	Accounts Payable BOA-Credit Cards	\$9,522
001-00-20-202-20050	Due to Other Governments	\$43,029
001-00-20-202-20060	Due to State BTR	\$5,158
001-00-20-202-20078	Due to State DCA	\$4,660
Total Liabilities		<u><u>\$487,991</u></u>

Fund Balance

001-00-28-284-28400	Fund Balance	\$2,578,364
	Restricted For Tree Mitigation	\$746,865
Total Fund Balance		<u><u>\$3,325,229</u></u>

Total Liabilities and Fund Balance		<u><u>\$3,813,220</u></u>
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Town of Loxahatchee
Unaudited and Unadjusted Balance Sheet
At March 31, 2025

Item 14.

101 - Transportation Fund

Assets

101-00-10-101-10000	BU Pooled Cash	(\$291,637)
101-00-10-101-10010	Cash In Bank	\$260,435
101-00-13-131-13001	Due To/Due From General Fund	<u>\$189,103</u>
Total Assets		<u><u>\$157,901</u></u>

Liabilities and Fund Balance

Fund Balance

101-00-28-284-28400	Fund Balance	<u>\$157,901</u>
Total Fund Balance		<u><u>\$157,901</u></u>

Total Liabilities and Fund Balance		<u><u>\$157,901</u></u>
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Town of Loxahatchee
Unaudited and Unadjusted Balance Sheet
At March 31, 2025

Item 14.

103 - Local Option Sales Tax (L.O.S.T) Fund

Assets

103-00-10-101-10000	BU Pooled Cash	(\$871,911)
103-00-13-131-13001	Due To/Due From General Fund	\$168,186
103-00-15-151-15100	Investment in FMIVT	\$917,980
Total Assets		\$214,254

Liabilities and Fund Balance

Fund Balance

103-00-28-284-28400	Fund Balance	\$214,254
Total Fund Balance		\$214,254
Total Liabilities and Fund Balance		\$214,254

Town of Loxahatchee
Unaudited and Unadjusted Balance Sheet
At March 31, 2025

Item 14.

105 - Water Control District

Assets

105-00-10-101-10000	BU Pooled Cash	(\$242,507)
105-00-10-101-10010	Cash In Bank	(\$39,774)
105-00-10-101-10011	Cash in Hand	\$300
105-00-13-131-13001	Due To/From General Fund	\$1,189,142
105-00-15-151-15110	Investment in SBA	\$387
Total Assets		<u>\$907,549</u>

Liabilities and Fund Balance

Liabilities

105-00-20-202-20000	Accounts Payable	\$75,941
Total Liabilities		<u>\$75,941</u>

Fund Balance

105-00-28-284-28400	Fund Balance	\$831,608
Total Fund Balance		<u>\$831,608</u>

Total Liabilities and Fund Balance		<u>\$907,549</u>
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Town of Loxahatchee
Unaudited and Unadjusted Balance Sheet
At March 31, 2025

Item 14.

305 - Capital Improvement Project (C.I.P) Fund

Assets

305-00-10-101-10000	BU Pooled Cash	(\$584,946)
305-00-10-101-10010	Cash In Bank	\$508,613
305-00-13-131-13001	Due To/ Due From General Fund	<u>(\$1,407)</u>
Total Assets		<u>(\$77,740)</u>

Liabilities and Fund Balance

Liabilities

305-00-20-202-20000	Accounts Payable	<u>\$37,707</u>
Total Liabilities		<u>\$37,707</u>

Fund Balance

305-00-28-284-28400	Fund Balance	<u>(\$115,447)</u>
Total Fund Balance		<u>(\$113,197)</u>

Total Liabilities and Fund Balance		<u>(\$77,740)</u>
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Town of Loxahatchee
Unaudited and Unadjusted Balance Sheet
At March 31, 2025

Item 14.

405 - Solid Waste

Assets

405-00-10-101-10000	BU Pooled Cash	(\$101,680)
405-00-10-101-10010	Cash In Bank	\$22,680
405-00-13-131-13001	Due To/ Due From General Fund	<u>\$553,384</u>
Total Assets		<u><u>\$474,384</u></u>

Liabilities and Fund Balance

Liabilities

405-00-20-202-20000	Accounts Payable	<u>\$124,302</u>
Total Liabilities		<u>\$124,302</u>

Fund Balance

405-00-28-284-28400	Fund Balance	<u>\$350,082</u>
Total Fund Balance		<u>\$350,082</u>

Total Liabilities and Fund Balance		<u><u>\$474,384</u></u>
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Contracts						
Al's Auto Repair	22-Jul-24	30-Sep-27			2 additional (1) year renewals available, Reso 2024-56	
Aquatic Vegetation Control	1-Oct-20	30-Sep-23	1-Oct-23 and 1-Oct-24	30-Sep-24 and 30-Sep-25	SFWMD Piggyback; 3 year contract, 2 year renewal available - may be renewed by town manager based on Resolution # 2023-65 - confirm - new contract not extension of existing implemented	Sent to attorney (Amelia) for new resolution / Tentative May agenda - high priority
Atlantic Southern Paving	4/2/2024				FY 24 Paving BID; Reso 2024-15	Executed
CERT	8/6/2024	9/30/2025			Reso 2024-54	Executed
Complete Cientes Planning Group	7/2/2024	5/31/2027			Reso 2024-48	Executed
Debris Dog	2/4/2025	2/1/2028			Reso 2025-09	
Engenuity Group	17-Jan-23	17-Jan-26			3 year contract; 2 additional (1) year renewals available	
Hinterland Piggyback	1/7/2025	3/31/2026			Reso 2025-01	
Insight Public Sector (Flock Safety)					Sent to attorney (Elizabeth) for resolution, given to Amelia	Attorney re-reviewing, additional info may be needed
Intergovernmental Agreement with South Central Planning and Development Commission	7/2/2024				Reso 2024-46	Executed
Interlocal PBC 6 cent local tax	2/4/2025	8/31/2025			Reso 2025-13	Executed
ITID Interlocal	8/6/2024				Reso 2024-59	Executed
Johnson Davis	1-Nov-22	7-May-23	8-May-23	7-May-24	Boynton Beach Piggyback - Lox Groves Resolution # 2022-75	
Johnson Davis, Culvert Bid	4/1/2025				Reso 2025-23	
Keshavarz, Engenuity,	1/10/2023	1/9/2026				
Kiel Tree Service	#####	9/30/2027			approved by council 11.12.24, Reso 2024-77	
Kiel Tree Service	3/5/2024				Tree Removal \$62,500: Reso 2024-11	Executed
Land Research Management	10/1/2022	9/30/2025				
Leaseing 2	1/9/2024	12/26/2026			Aspen, Reso 2024-01	Executed
LMS Strategy Plan	2/4/2025				Reso 2025-11	Executed
Murray Logan Construction	12-Jan-21	10-Jan-25			Wellington piggyback; village renewed through Jan 2025 - Lox Groves Resolution # 2021-03 fully executed January 19, 2021	
Murray Logan Construction	3/5/2024	9/30/2024			RipRap; Reso 2024--10	Executed
Newman Tractor (SANY)	6-Aug-24	14-Apr-27			Sourcewell Contract # 011723; Resolution # 2024-53 - Implementation date based on approved resolution; date for sourcewell contract is date of final signature - can be renewed for 1 year upon the request of coursewell and written agreement by supplier	
Odums Sod	4-Jun-24	10-Apr-25			3 additional (1) year renewals available Reso 2024-32	
Orange Clean	7-Aug-24	7-Aug-25			1 year contract with the option for renewal upon mutual agreement of both parties; town and contractor	
Palm Beach Aggregates	1-Aug-23	31-Jul-25			(2) additional renewals available	
Palm Beach Gardens misc. Public works contract: D.S. Eakin; Flying Scot; Hinterland; Johnson-Davis; JW Cheatham; Saffold Paving; Waypoint Contracting	2/4/2025	6/30/2027			approved by council February 4, 2025 - Resolution # 2025-10	Fully Executed contracts provided to
PBC Interlocal	5/7/2024	7/20/2029			Interoperable Radio Communications; Reso 2024-30	Executed
PBSO 7th Addendum	6/4/2024	10/1/2025 (9/30/2027)			Reso 2024-34	Executed
Priority Towing	30-Jun-23	30-Jun-26			Resolution # 2023-49; 3 year contract; 2 additional (1) year renewals available; town manager is authorized to approve an amendment to this agreement to extend term	
Ron Book	8/6/2024	9/30/2025			Reso 2024-57	Executed
Royal Auction Group	10/3/2023	5/1/2026				
Slugget	10/1/2024	2/28/2025				
Slugget	3/1/2025	3/1/2026				
Solid Waste Collection	7/2/2024	9/30/2025			Reso 2024-43	Executed
Solid Waste Collection	9/3/2024	9/30/2025			Reso 2024-64	Executed
Solid Waste Collection	10/1/2024	9/30/2026			Reso 2024-74	Executed
Sourcewell Rental Equipment Contract #040924-URI	12/3/2024	6/11/2028			Reso 2024-87	Executed

Southeast Highway Guardrail and Attenuators	4-Jun-24				May be renewed subject to town council approval - elizabeth reviewing because term date is incorrect	
Southeast Highway Guardrail and Attenuators	6/4/2024	4/17/2026			Reso 2024-33	Executed
State of Florida DEM Mutual Aid Agreement	5/7/2024				Reso 2024-26	Executed
Stefen and Sons (Wellington piggyback)	6/4/2024	4/11/2025			Strippng: Reso 2024-31	Executed
Supervisor of Elections	1/7/2025	12/31/2025			Reso 2025-03	Executed
Support for Extention of one-cent sales surtax		12/31/2026				
United Rental	6-Jun-23	27-Aug-24	Not renewed on our end - sourewell renewal date is 11-June-28 New contract # 040924	11-Jun-28	Current sourcewell contract # 062320-URI(expired); Resolution # 2023-42 - implementation date based on approved resolution, date for sourewell contract is date of final signature. - Can be renewed up to 3 additional (1) year extensions upon the request of sourcewell and written agreement by supplier	Sent to attorney (Elizabeth) for resolution / SENT TO CLERK FOR AGENDA 11.14.24 - approved by concil
WBI	2/6/2024				Canal Bank Stabilization - Collecting Canal / Pursuant to Bid: Reso 2024-09	Executed
Wynn & Sons	1/25/2025	3/13/2026			Approved by council 1.7.25 Reso 2025-2	Partly Executed contracts provided to

Town of Loxahatchee Groves

Quarterly Grant Activity Report

Reporting Period: October 1, 2024– March 31, 2025

Prepared by: Town Manager's Office

Date Submitted: April 16, 2025

I. Overview

This report summarizes grant-related activities for the first two quarters of 2025, including applications submitted, awards received, pending notifications, and upcoming deadlines.

II. Grants Applied For (Q1/Q2 2025)

Grant Name	Agency	Purpose	Amount Requested	Submission Date	Status	Estimated Award Date
Transportation Alternatives Program	Palm Beach TPA	Okeechobee Blvd. Multi-Use Trail Project	\$1,200,000	03/01/2025	Under Review	06/30/2025
Resilient Florida Infrastructure Grant	FL DEP	Canal Bank Stabilization & Flood Mitigation	\$650,000	02/15/2025	Under Review	05/31/2025
Rural Infrastructure Fund (RIF)	FL Dept. of Economic Opportunity	Southern Corridor Gateway Infrastructure	\$375,000	01/25/2025	Incomplete – Resubmitting	N/A
Recreational Trails Program	FL DEP	F Road Trail and Crossing	\$370,000	2/26/2025	Under Review	5/31/2025
Milton Cat B	FEMA	Milton Reimbursement	Unknown at this time	10/24/2024	Ongoing	N/A

Milton Cat A	FEMA	Milton Reimbursement	Unknown at this time	10/24/2024	Ongoing	N/A
Milton Cat D	FEMA	Repair damaged areas from Milton to like same or mitigate	Unknown at this time	10/24/24	Ongoing	N/A
Florida League of Cities – Safety Grant	FLC	Reimbursement for safety initiatives up to \$5,000		3/11/2025	Q2 awarded	ongoing
HMGP Stormwater Masterplan Application	FDEM	Stormwater Master Plan	242,000	3/31/2025	Under review	

III. Grants Awarded (Q1/Q2 2025)

Grant Name	Agency	Purpose	Amount Awarded	Award Date	Match Requirement
Community Tree Grant	FL Forest Service	Education	\$7,500.00	11/12/2024	n/a
Florida League of Cities – Safety Grant	FLC	Safety practices	\$2,023.00 so far	4/9/2025	n/a

IV. Pending Notifications

Grant Name	Agency	Expected Notification Date	Notes
Transportation Alternatives Program	Palm Beach TPA	06/30/2025	High priority – aligned with Council Resolution

Resilient Florida Infrastructure Grant	FL DEP	05/31/2025	Application aligned with 5-year stormwater CIP
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V. Upcoming Grant Opportunities

Grant Name	Agency	Purpose	Deadline	Recommended Action
Small Cities CDBG (Planning)	FL Dept. of Commerce	Capital improvement planning & studies	04/30/2025	Recommend submitting drainage inventory
FEMA BRIC Pre-Application	FEMA	Mitigation – permanent generator funding	05/15/2025	Coordinate with consultant to prepare LOI

VI. Grant Calendar Snapshot

Month	Milestones
April	CDBG Planning Grant due 4/30; Tree maintenance compliance report due to FFS
May	FEMA BRIC LOI due 5/15; DEP Infrastructure Award decisions expected
June	TA Grant award notice expected 6/30; FRDAP application window closes 6/10

VII. Summary

- Total Requested this Quarter: \$2,225,000
- Total Awarded this Quarter: \$120,000
- Match Commitments: Primarily in-kind services and previously budgeted funds
- Key Priorities for Next Quarter:
 - Submit additional infrastructure and drainage projects
 - Formalize tree mitigation partnerships
 - Coordinate letters of support for FEMA and CDBG applications

Town of Loxahatchee Groves

Quarterly Human Resources Activity Report

Reporting Period: January 1 – March 31, 2025

Prepared by: Town Manager's Office / HR Coordinator

Date Submitted: April 16, 2025

I. Overview

This quarterly HR report summarizes personnel actions, recruitment efforts, training and development, employee benefits, and policy updates. The information reflects activity from October 1, 2024 to March 31, 2025. Temp/part time positions filled to compensate for vacant positions and increased workloads. Additional budget positions in code are moving from part time to full time depending on budget amendment and additional temp to FT permit tech (which is funded by building permit revenues) also depends on budget amendment. The employment letters for each of these positions state that they are dependent on budget amendment as well as inclusion in the upcoming budget for FY 26.

II. Staffing Snapshot

Category	Adopted FY25 Budget	As of Dec 31, 2024	As of Mar 31, 2025* (April 18 th)	Change
Full-Time Employees	20	18	21	+1
Part-Time / Temp Employees	6	8	9	+1
Vacant Positions	2	2	-1	-3
Contracted Positions	1	1	1	0

III. Recruitment & Hiring Activity

Position	Status	Posting Date	Hire Date	Notes
Public Works Operator II	Filled	10/01/2024	10/31/2024	Promoted from within
Event Coordinator	Filled (Temp)	N/A	October	Brought on to coordinate VA parade and other events
Temporary Clerk/Project assistance	Filled (Temp)	N/A	12/17/2024	Rehired event planner from earlier in year
Public Service Worker II	Filled	Ongoing	1/13/2025	

General Service Worker	Filled	Ongoing	1/7/2025	
Temporary Public Works help	Filled (Temp)	N/A	1/21/2025	Hired as part time scanner position – moved to Public Works
Administrative Assistant	In Process	03/15/2025	TBD	
Community Standards Manager	Filled	N/A	4/2/2025*	Pending direction based on upcoming budget
Planning/Permit Technician	Filled	3/15/2025	4/3/2025*	Promoted temporary position to full time
Temporary Clerk Assistance	Filled (Temp)	N/A	4/3/2025*	Minutes
Code Officer	Filled	3/15/2025	5/6/2025*	Full time Code officer

*See note above with respect to budget amendment required and direction/inclusion in FY 26 budget

IV. Training & Development

Training Topic	Date	Participants	Provider	Notes
Wellness Bingo/ HR Manual overview	10/23.2024	All Employees	Gehring Group/Internal Document	
Stress Less Campaign/ Holiday Luncheon	December	All Employees	Gehring Group	
Open Enrollment	12/4/2024	All Employees	Gehering Group	Insurance Presentation
Sexual Harassment Prevention	12/16/2025	Public Works	League of Cities Webinar	
Surveillance Awareness	1/16/25	All Employees	Online FEMA training	
Effective Communication in Emergencies	2/20/2025		Online FEMA training	Heart Health information from Gehring Group as well
Tractor Safety	2/13/2025	Public Works	FLC	
Fleet Safety	03/13/2025	Pubic Works	FLC	
Active Shooter Awareness	3/20/2025	All Employee	Online FEMA Training	

V. Employee Benefits & Administration

- Open Enrollment: Completed December 12th, 2024 – all eligible employees enrolled. No changes to provider.
- Workers' Comp: 0 reportable incidents this quarter.
- Health Insurance Participation Rate: 100% of full-time staff enrolled (except Town Manager for whom insurance is not funded).

VI. Performance & Compliance

Activity	Q1 / Q2 Update
Annual Evaluations	100% completed by March 31
Disciplinary Actions	0 formal actions taken

VII. Projects in Progress (Q3 Outlook)

- onboarding of 3 new employees
- Continued advertising for Executive Assistant/Legal Secretary
- Setting up one on one meetings with each employee for mid-year check in
- Potential upcoming trainings this quarter: Storm Prep and Hurricane Response and Stop the Bleed from Florida League of Cities

VIII. Summary

The first two quarters focused on hiring stabilization and staff trainings.

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

Agenda Item #

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: May 6, 2025

SUBJECT: IT Quarterly Report

Background:

Overview

During Q1 2025, the IT Department focused on infrastructure updates, onboarding support, and enhancements to both hardware and digital resources. These efforts were aimed at improving system performance, ensuring smooth onboarding for new staff, strengthening compliance training, and supporting department-specific needs.

Key Activities and Accomplishments

1. Computer Upgrades

- Upgraded [5] computers to ensure compatibility with the latest software and security requirements.
- Replaced outdated hardware in key departments to improve performance and reliability.
- Conducted data backups and software reinstallation to ensure minimal disruption during upgrades.

2. New Employee Workstation Setup

- Set up workstations for [4] new employees across departments.
- Configured user accounts, installed necessary software, and ensured access to network resources (email, shared drives, printers).
- Provided onboarding tech support and walkthroughs on internal systems.

3. Scanner Setup for Building Plans

- Installed and configured a high-resolution scanner to support digitization of architectural and engineering building plans.
- Integrated the scanner with a shared network location for streamlined access and storage.
- Conducted user training for relevant staff on scanning and file management processes.

Ongoing/Upcoming Initiatives (Q2 2025)

- **Chamber Camera Upgrades**
Begin evaluating options for new video camera equipment in the council chambers to support higher quality streaming and recording. This includes researching camera features, placement logistics, and integration with existing AV infrastructure.
- **Windows 11 Migration**
Initiate a department-wide audit to ensure all devices are on track to migrate to Windows 11, as Windows 10 will reach end-of-life in October 2025. This includes identifying any hardware incompatibilities and scheduling phased upgrades.
- **Inventory and Cybersecurity Review**
Continue refining IT inventory tracking methods and explore additional cybersecurity measures in alignment with best practices and compliance standards.



Palm Beach County Fire Rescue

Loxahatchee Groves

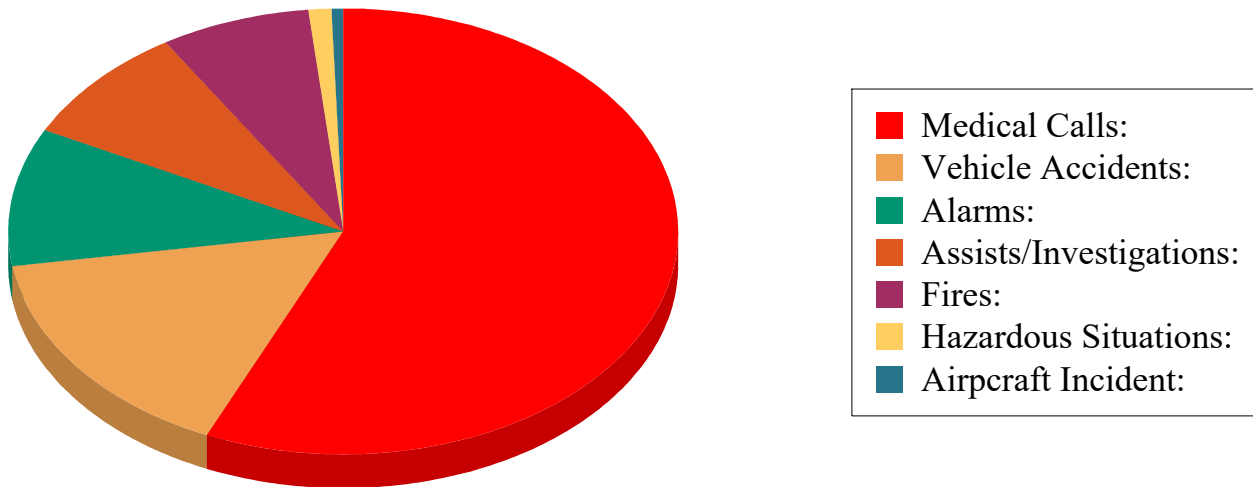
01/01/2025 to 04/15/2025

Average Response Times	Disp Hand	Turnout	Travel	Resp Time
Emergency Calls:	<u>0:00:54</u>	<u>0:00:44</u>	<u>0:06:19</u>	<u>0:07:57</u>

<u>Type - Situation Dispatched</u>	<u># of Incidents</u>	<u>%</u>
Medical Calls:	103	56.59%
Vehicle Accidents:	29	15.93%
Alarms:	18	9.89%
Assists/Investigations:	16	8.79%
Fires:	13	7.14%
Hazardous Situations:	2	1.10%
Aircraft Incident:	1	0.55%
Total	<u>182</u>	<u>100.00%</u>

Calls by Situation Dispatched

Loxahatchee Groves





PBSO District 17

The Town of Loxahatchee Groves

Quarterly Report: January - March 2025

Calls for Service Summary

Data Source: Motorola Premier 1
(Omit Miscellaneous Calls)

Calls for Service	Monthly
Business / Residence Checks (Self-Initiated)	3,154
Traffic Stops (Self-Initiated)	444
Calls for Service (Excluding 1050's & 1061's)	589
All CAD Calls – Total	4,187

Note: Premier 1 is a dynamic system. Meaning that numbers can change from what was previously reported in the event there is a location or call type re-classification/ modification.

During the months of January-March, there were **4,187** generated calls within the district and **86%** of these calls were self-initiated.

Case Summary

Crimes	Monthly
Homicide	0
Robbery	0
Sexual Assault	0
Shooting	1
Stabbing	0
Burglary Business	1
Burglary Construction	1
Burglary Residential	0
Burglary Vehicle	1
Larceny	7
Stolen Vehicles	1
Stolen Vehicle Recoveries	0
Vandalism	3
Fire (Arson only)	0
Total	15

Shooting:

REPORT #	DATE REPORTED	TIME REPORTED	NEIGHBORHOOD/ BUSINESS	NOTATION
25025690	1/17/2025	10:28	Loxahatchee Groves	Shooting into an occupied dwelling. A bullet entered the residence through the rear window and penetrated an interior wall. No injuries. Complainant advised there is a range near the residence. No CCTV/Witnesses. TOT VCD.

Burglary Business:

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	NEIGHBORHOOD/ BUSINESS	NOTATION
25041217	3/10/2025	3/7/2025 17:00	3/10/2025 5:20	Brightview Landscape Services	Landscaping equipment taken from a business trailer. Complainant reported that a business truck was also stolen which was later found abandoned in Miami Dade area, undamaged. Complainant stated that after reviewing the CCTV he believes a former employee is responsible.

Burglary Construction:

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	NEIGHBORHOOD/ BUSINESS	NOTATION
25036915	2/24/2025	2/20/2025 12:30	2/24/2025 7:15	Loxahatchee Groves	Complainant reported securing two ladders with a chain and lock, but upon returning both ladders, the chain and the lock were missing. It was also confirmed that a bike lock used to secure other equipment was cut the day prior. No CCTV/ Witnesses.

Burglary Vehicle:

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	NEIGHBORHOOD/ BUSINESS	NOTATION
25030766	2/03/2025	2/03/2025 18:00	2/03/2025 19:00	Loxahatchee Groves Commons	Complainant's vehicle rear window was smashed. CCTV captured the suspect using a car scissor jack to break the window. Suspect fled when the vehicle's alarm activated. Nothing taken. Pending for additional CCTV.

Larceny:

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	NEIGHBORHOOD/ BUSINESS	NOTATION
25022240	1/05/2025	1/03/2025 0:01	1/03/2025 0:01	Loxahatchee Groves	Package taken from the complainant's property. CCTV captured an unknown person wearing a hoodie on an electric scooter riding off with the package.
25022760	1/07/2025	1/05/2025 0:00	1/07/2025 12:30	Loxahatchee Groves	Decal taken from tag, unknown when it occurred.
25025650	1/17/2025	1/16/2025 17:30	1/17/2025 7:15	Southern Lawns	Generator and welding machines taken from building. No CCTV.

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	NEIGHBORHOOD/ BUSINESS	NOTATION
25032504	2/09/2025	2/09/2025 13:00	2/09/2025 14:00	Sanjai Tienda Latina	Cell phone taken from the store counter. CCTV captured incident. Update 2/13/25: Victim stated that he received his phone back and no longer wished to prosecute.
25032984	2/10/2025	2/10/2025 14:00	2/10/2025 22:30	Palms West Plaza	Bike theft taken from the plaza parking lot. Pending CCTV review.
25042906	3/15/2025	3/11/2025 17:00	3/13/2025 6:30	Loxahatchee Groves	Jewelry theft. Complainant believes the thief(s) gained entry to the residence using the door passcode.
25047662	3/31/2025	3/31/2025 12:00	3/31/2025 13:00	Loxahatchee Groves	Complainant reported that an employee has been stealing approx. \$300 of diesel per day from his business. GPS data showed the truck driving to a truck yard in Loxahatchee Groves, even though the driver had no reason to go there. Complainant believes this is where the suspect is storing the stolen fuel. Complainant refused to prosecute.

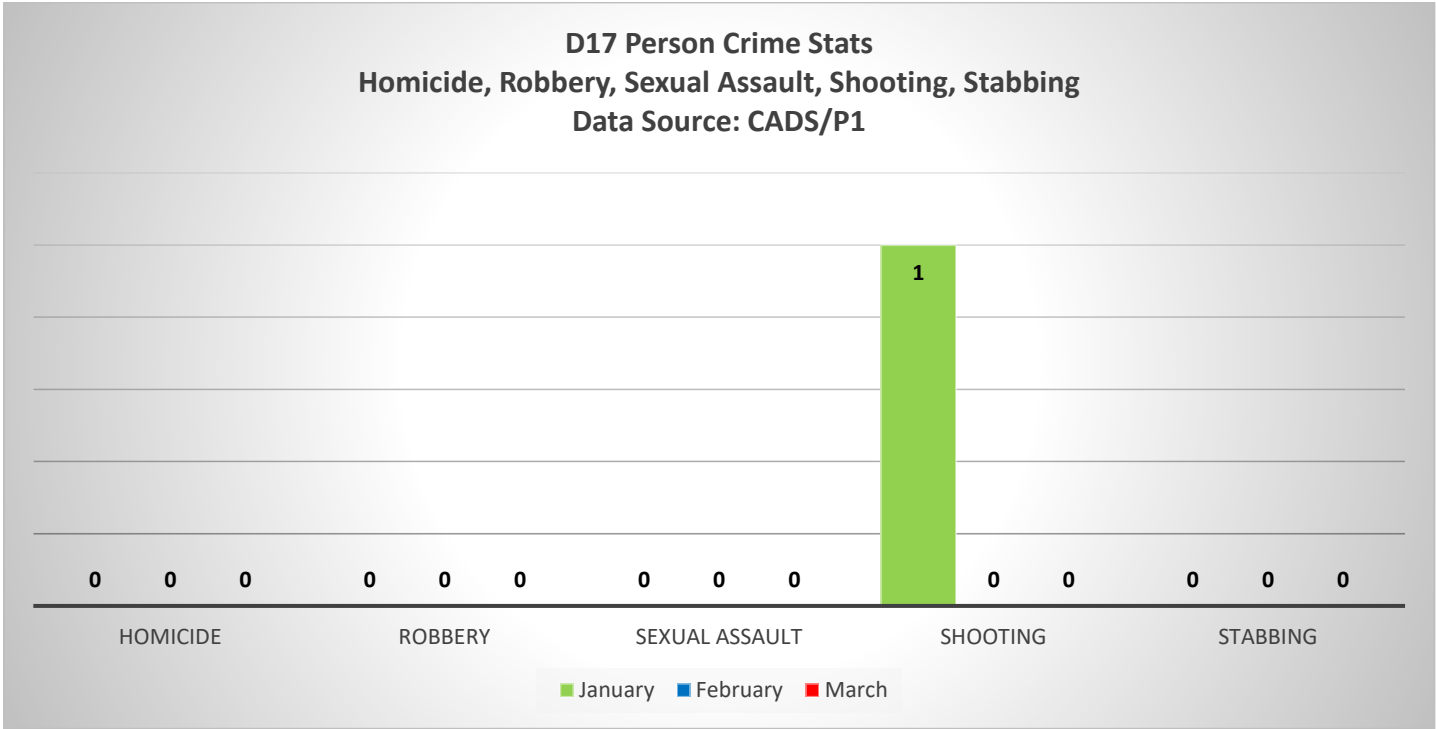
Stolen Vehicle:

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	NEIGHBORHOOD/ BUSINESS	NOTATION
25039282	3/03/2025	2/22/2025 0:00	3/03/2025 19:45	Loxahatchee Groves	2022 White Nissan Sentra FL #RENX25: Rental vehicle not returned. Spruce Pine PD (NC) recovered the vehicle and arrested the suspect. Vehicle was stored at PAPAS Towing.

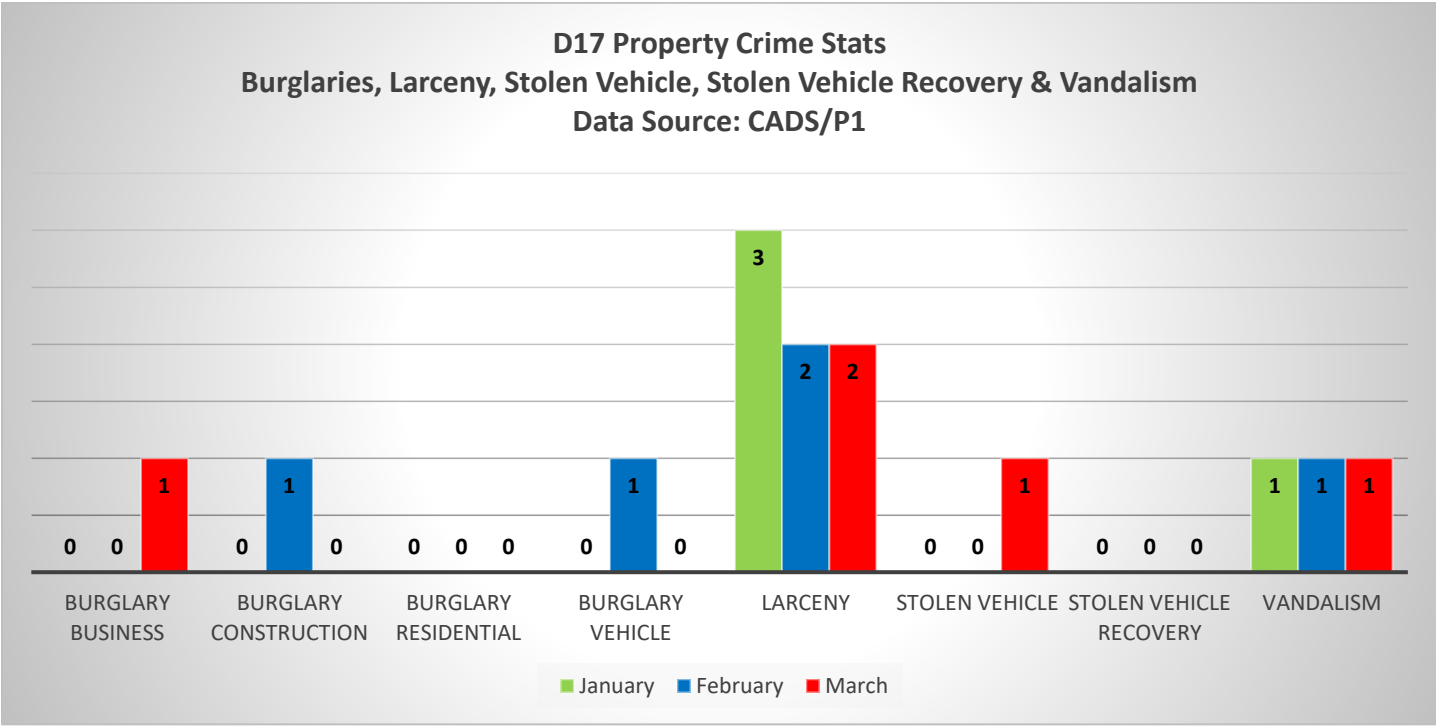
Vandalism:

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	NEIGHBORHOOD/ BUSINESS	NOTATION
25027310	1/23/2025	1/23/2025 7:37	1/23/2025 7:37	Loxahatchee Groves	Damage to the residence's sliding glass door. Refusal to prosecute.
25034870	2/17/2025	2/16/2025 22:00	2/17/2025 2:00	Loxahatchee Groves	Truck's tail light and (2) windows were shattered. Victim believes his ex-girlfriend is responsible. Pending CCTV review. Update 2/19/25: Victim stated that the other party had paid for the damages and that he no longer wished to prosecute.
25046881	3/28/2025	3/20/2025 17:00	3/27/2025 17:00	Loxahatchee Groves	Damage to the front door and window of a vacant home. Nothing taken.

Person Crime



Property Crime



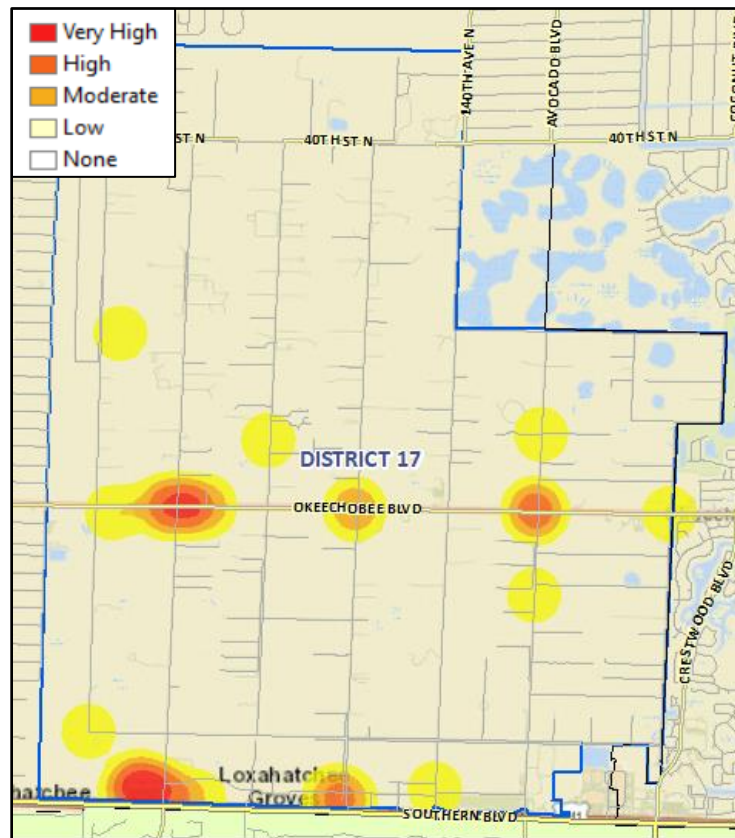
Traffic Summary

Data Source: Premier 1/ TraCS

Signal Code	Signal Description	Count
3's	Hit & Run	4
4's	Motor Vehicle Crash	26
5V	Vehicle Homicide	0
Total		30

Traffic Activity	Monthly
Citations	205
Written Warnings	288
Total	493

Traffic Crashes Hot Spot Map



Top Accident Locations - Case Number Incidents

Location	Case Number Count
15475 Southern Blvd	2
15625 Southern Blvd	2
15731 Southern Blvd	2
Okeechobee Blvd / B Rd	2
Okeechobee Blvd / F Rd	2
Okeechobee Blvd / Jewel Ln	2

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

Item 14.

Data Source: Motorola Premier 1

Incident Type	Incident Count
911 Hang-up	2
Alarm Government	6
Alarm Misc/Municipality	1
Information	1
Suspicious Person	1
Vehicle Stop	1
Total	12

There was (1) case for the months of January - March 2025.

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

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

Data Source: Crimeview Dashboard

Incident Type	Incident Count
911 Hangup	8
Alarm	1
Alarm Hold Up/Panic	1
Alarm Misc/Municipality	1
Animal Call	1
Burglary Vehicle	1
Civil Matter	1
Conduct Investigation	3
Drunk Pedestrian	1
Information	1
Man Down/Sick Person	2
Motor Vehicle Crash	5
Motor Vehicle Crash With Injuries	1
Noise	1
Serving Civil Process	1
Shoplifting	2
Shoplifting In Progress	1
Special Detail	2
Suspicious Incident	1
Suspicious Person	1
Suspicious Vehicle	2
Welfare Check	1
Total	39

Publix Plaza Incidents Map

Item 14.



TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



MEMO

TO: TOWN COUNCIL

FROM: Complete Cities Planning Group, Town Planning Consultant

THROUGH: FRANCINE L. RAMAGLIA, CPA, AICP, ICMA-CM, TOWN MANAGER

DATE: April 15, 2025

SUBJECT: QUARTERLY REPORT – January 2025 – April 2025

A. Development Applications: The following applications have been submitted and are currently in the Development Review process:

- **444/556 B Road LUPA** – A land use plan amendment application to amend the future land use from Rural Residential (1 du/5 ac) to Commercial Low-Office. Last submission by applicant was in the spring 2024.
- **Piquet Sports** – Various land development applications in process to address long-standing non-compliance issues identified on the property - including map and text amendment to comprehensive plan, text amendment to land development code, rezoning, and site plan. Preliminary coordination with applicant to review draft materials. Formal submission anticipated Summer 2025.
- **The Paddock RV Resort** – Various land development applications to permit an RV resort along C Road, north of Southern Boulevard. Application is in final review stages and will be presented at an upcoming PZB and Council meetings.
- **Brightview Site Plan Amendment** – Application submitted as result of a code enforcement case. Modifications on site require review and approval by the Town Planning and Zoning Board and Town Council. Application has not been resubmitted for review.
- **Panda Express Site Plan** – Application for site plan approval in Groves at Town Center. First round of review. Application submitted March 2025.

B. Public Hearings: The following applications were processed for public hearings before the Planning and Zoning Board and Town Council:

- **Groves at Town Center and Hotel** - A comprehensive plan text amendment to revise the Special Policy located in the adopted Comprehensive Plan; a Master Plan

Amendment; and two site plans for a proposed Hotel and Public Park. Planning and Zoning Board meetings were held in July and August 2024. A Council meeting was held in December to consider the comprehensive plan text amendment. The ordinance passed on first reading and was transmitted to the State as required. Subsequent second readings and approval of the site plan were conducted in February 2025.

C. Pre-Application Meetings: The following pre-application items are anticipated to be submitted for review through the Development Review Meeting process, in the upcoming quarter:

- Kids Cancer Foundation – site plan approval for 14148 Okeechobee.
- Automotive Site along Southern Blvd – site plan approval. PCN: 41-41-43-17-01-808-0070
- Medical Plaza – modifications to parking and signage proposed in anticipation of national tenant. 13475 Southern Blvd.
- *NOTE: Continue to receive several inquiries to locate commercial recreation and commercial uses south of Collecting Canal Blvd. (various parcels).*

D. Town Initiated Items: The following Town-initiated items were drafted for future review by the Town Council:

- Revisions to commercial zoning districts.
- Building height ordinance.

E. Permitting: Continue to provide site development and building permit review staffing.



155 F Road Loxahatchee Groves, FL 33470

QUARTERLY REPORT: January – March 2025

Town Planning Consultant
Jim Fleischmann

- A. Planner on Call Telephone and Email Responses:** LRM activities are now principally in response to Administration and staff calls and emails for information inquiries generated by owners, buyers, real estate agents, and consultants..

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

- B. Fee-Based Applications: 14** Clearing Exemption – **2**; Clearing Waiver – **0** Clearing Exemption and Waiver – **2** **Lot** Combination/Split – **4** Address Assignment – **2**; Zoning Confirmation Response – **3** Administrative Site Plan approval – **0**; Sign Permit – **1** Temporary Event – **0**.
- C. Cost Recovery Vegetation Removal Permits:** Brightview; Solar Sports Phase III; RV Resort; Piquet/Paintball; 15171 Williams Drive; Public information requests.
- D. Planner on Call Projects/Meetings:** Manager, Project Coordinator, Attorney, Code Enforcement Directed, and Council Meeting Agenda Items. Preparation of unrecorded and recorded plat reference book; Prepare final EAR documents; Preparation of project approval files; **46.5 hours** (\$125/hr.).
- E. ULDC Update/Révision:** Article 87 (Végétation Removal) : **8.5 hours** (\$125/hr.)
- F. Private Sector Cost Recovery Projects \$150/hr.):** GTC Hotel/Town Center; Paddock Park RV Resort; Brightview Applications; First Holiness /Sign Permit.
- G. Subcontractor Payments:** Palm Beach Maps and Graphs, per Manager request; Ecotone Services (Arborist Services for Code Cases and Site Inspections; and signs to be posted for public meetings (\$7,407.00)

Public Works Quarterly Report for the First Quarter 2025

Richard Gallant CDM – Public Works Director

Craig Lower – Public Works Superintendent

The Public Works Department is responsible for maintaining safe, quality roadways and drainage infrastructure for residents and visitors who live, work and travel throughout the Town. The purpose of this report is to highlight the projects and maintenance conducted throughout the Town during the first quarter of 2025. 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:

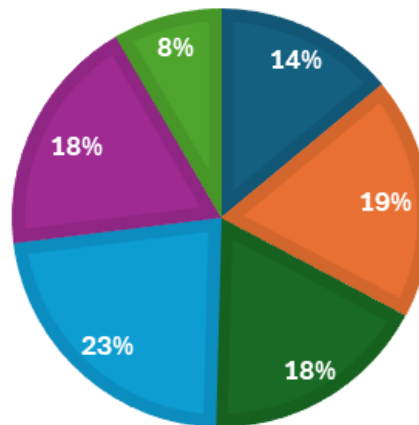
In order to ensure the road grading frequency is in line with the needs of the residents, Public Works management has modified the grading schedule to ensure all of the roads are graded a minimum of twice a month. The grading miles to date and schedules for the second quarter appear below.

Town of Loxahatchee Groves Public Works Grading Report 2025 (in miles)

October	November	December	January	February	March	April	May	June	July	August	September
54.851	73.752	69.379	88.817	73.043	32.772						
197.982			194.632			0.000			0.000		

Q1 GRADING MILES

■ October ■ November ■ December ■ January ■ February ■ March
■ April ■ May ■ June ■ July ■ August ■ September



April 2025

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	1 GRADING ZONE 1 ROADS BI-WEEKLY	2 GRADING ZONE 6 ROADS BI-MONTHLY	3 GRADING ZONE 2 ROADS BI-MONTHLY	4 GRADING ZONE 1 ROADS BI-WEEKLY	5
6	7	8 GRADING ZONE 1 ROADS BI-WEEKLY	9 GRADING ZONE 3 ROADS BI-MONTHLY	10 GRADING ZONE 4 ROADS BI-MONTHLY	11 GRADING ZONE 1 ROADS BI-WEEKLY	12
13	14	15 GRADING ZONE 1 ROADS BI-WEEKLY	16 GRADING ZONE 5 ROADS BI-MONTHLY	17 GRADING ZONE 6 ROADS BI-MONTHLY	18 GRADING ZONE 1 ROADS BI-WEEKLY	19
20	21	22 GRADING ZONE 1 ROADS BI-WEEKLY	23 GRADING ZONE 2 ROADS BI-MONTHLY	24 GRADING ZONE 3 ROADS BI-MONTHLY	25 GRADING ZONE 1 ROADS BI-WEEKLY	26
27	28	29 GRADING ZONE 1 ROADS BI-WEEKLY	30 GRADING ZONE 4 ROADS BI-MONTHLY	1 GRADING ZONE 5 ROADS BI-MONTHLY	2 GRADING ZONE 1 ROADS BI-WEEKLY	3
4	5	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				

1. Collecting Canal - A Rd - B Rd - E Rd (N) - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles

2. 40th St N - 42nd St N - 44th St N - 40 St N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr - 148th Terr N TOTAL 4.76 Miles

3. Morrow Ct - W B Rd - 17th Rd N - 24th Cir N (C) - 24th Ct N (C) - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane

W C Rd - Williams Dr - 25th Pl N (C) - 131 Terr N - Hyde Park Rd - Rackley Rd TOTAL 4.01 Miles

4. 11th Terr - 21st Rd N - 25th Pl N (D) - 34th Pl N - Bunny Ln - W D Rd - 11th Terr N (D) - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N (F) - 24th Ct N (E)

30th Ct N - Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 3.63 Miles

5. 22nd Rd N (E) - 23rd Ct N (E) - 24th Ct N (E) - 35th Pl N - Biddix Rd - Kazee Rd - March Cir - Ian Tr TOTAL 1.77 Miles

6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.09 Miles

May 2025

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29 GRADING ZONE 1 ROADS BI-WEEKLY	30 GRADING ZONE 4 ROADS BI-MONTHLY	1 GRADING ZONE 5 ROADS BI-MONTHLY	2 GRADING ZONE 1 ROADS BI-WEEKLY	3
4	5	6 GRADING ZONE 1 ROADS BI-WEEKLY	7 GRADING ZONE 6 ROADS BI-MONTHLY	8 GRADING ZONE 2 ROADS BI-MONTHLY	9 GRADING ZONE 1 ROADS BI-WEEKLY	10
11	12	13 GRADING ZONE 1 ROADS BI-WEEKLY	14 GRADING ZONE 3 ROADS BI-MONTHLY	15 GRADING ZONE 4 ROADS BI-MONTHLY	16 GRADING ZONE 1 ROADS BI-WEEKLY	17
18	19	20 GRADING ZONE 1 ROADS BI-WEEKLY	21 GRADING ZONE 5 ROADS BI-MONTHLY	22 GRADING ZONE 6 ROADS BI-MONTHLY	23 GRADING ZONE 1 ROADS BI-WEEKLY	24
25	26 Memorial Day	27 GRADING ZONE 1 ROADS BI-WEEKLY	28 GRADING ZONE 2 ROADS BI-MONTHLY	29 GRADING ZONE 3 ROADS BI-MONTHLY	30 GRADING ZONE 1 ROADS BI-WEEKLY	31
1	2	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				

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3. Morrow Ct - W B Rd - 17th Rd N - 24th Cir N (C) - 24th Ct N (C) - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane

W C Rd - Williams Dr - 25th Pl N (C) - 131 Terr N - Hyde Park Rd - Rackley Rd TOTAL 4.01 Miles

4. 11th Terr - 21st Rd N - 25th Pl N (D) - 34th Pl N - Bunny Ln - W D Rd - 11th Terr N (D) - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N (F) - 24th Ct N (E)

30th Ct N - Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 3.63 Miles

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6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.09 Miles

June 2025

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 GRADING ZONE 1 ROADS BI-WEEKLY	4 GRADING ZONE 4 ROADS BI-MONTHLY	5 GRADING ZONE 5 ROADS BI-MONTHLY	6 GRADING ZONE 1 ROADS BI-WEEKLY	7
8	9	10 GRADING ZONE 1 ROADS BI-WEEKLY	11 GRADING ZONE 6 ROADS BI-MONTHLY	12 GRADING ZONE 2 ROADS BI-MONTHLY	13 GRADING ZONE 1 ROADS BI-WEEKLY	14
15	16	17 GRADING ZONE 1 ROADS BI-WEEKLY	18 GRADING ZONE 3 ROADS BI-MONTHLY	19 GRADING ZONE 4 ROADS BI-MONTHLY	20 GRADING ZONE 1 ROADS BI-WEEKLY	21
22	23	24 GRADING ZONE 1 ROADS BI-WEEKLY	25 GRADING ZONE 5 ROADS BI-MONTHLY	26 GRADING ZONE 6 ROADS BI-MONTHLY	27 GRADING ZONE 1 ROADS BI-WEEKLY	28
29	30	1 GRADING ZONE 1 ROADS BI-WEEKLY	2 GRADING ZONE 2 ROADS BI-MONTHLY	3 GRADING ZONE 3 ROADS BI-MONTHLY	4 GRADING ZONE 1 ROADS BI-WEEKLY	5
6	7	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				

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W C Rd - Williams Dr - 25th Pl N (C) - 131 Terr N - Hyde Park Rd - Rackley Rd TOTAL 4.01 Miles

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6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.09 Miles

Mowing activities on Town roads and canal banks

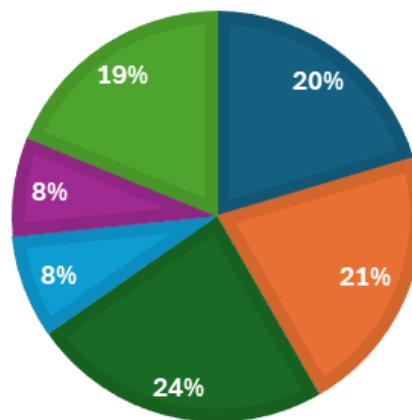
The mowing crew has adopted a methodology to mowing to ensure all of the parts of Town that they are responsible for is completed before moving to a different section. This methodology includes beginning on the A Rd canal and working across the Town based on staffing. The use of this methodology has 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 2025 (in miles)

October	November	December	January	February	March	April	May	June	July	August	September
129.65	135.15	150.02	51.40	49.65	119.23						
414.82			220.28			0.00			0.00		

FY 2025 MOWING ACTIVITIES

■ October ■ November ■ December ■ January ■ February ■ March
 ■ April ■ May ■ June ■ July ■ August ■ September



Canal, Swale, and Culvert Maintenance

Following the completion of the FY24 paving project, staff installed the necessary components to facilitate a multiuse path on the North side of Gruber Ln and E Citrus Dr. This work involved brining in material from off site, shaping the swales to facilitate adequate water flow, and install sod to reinforce the area. This work will allow users to safely traverse from C Rd to D Rd on Gruber Ln and E Rd to F Rd and the Loxahatchee Groves Park area on E Citrus.

The reforming of the swales on Hyde Park Rd between 958 and 1102 Hyde Park Dr continues and includes installing driveway culverts under the affected driveways. The removal of the exotic noxious trees is complete around the Hyde Park Pond. The debris along the connector canal between Hyde Park Pond and F Rd Canal is complete and the area is currently being shaped. Staff is completing the swale work for this area and upon completion the sod will be installed. Staff will be holding a meeting with the residents prior to replanting the pond area to ensure they are satisfied with the replanting plan. It is managements intent to be completed with this project by May.

Roads Repairs:

The Public Works Department continues to monitor the conditions of the existing pavement and will repair the asphalt as needed. Staff employed the use of a contractor to repair a section of 161st Terr N that was damage by a careless driver dragging their trailer across the asphalt. Additionally, the intersection of North Rd and 145th Ave N was removed and replaced to eliminate the damage caused by the traffic in the area. The road and swale in the 2700 block of C Rd was removed and repaired following damage caused by a crane the almost entered the canal. This repair was paid for by the drivers insurance.

Solid Waste:

There were 40 total complaints to Coastal between January 1, 2025, thru March 31, 2025. Of the 40 complaints, eight were a general service complaints, three container issues, 16 missed pickup, and 13 from yard waste tags. All of the yard waste complaints were due to resident piles being larger than the permitted 6 cubic yards. The missed pickup complaints were resolved within 24 hours. The three container issues were from the result of missing recycling containers that needed to be replaced. They were delivered to the residents. None of the complaints resulted in a contract violation and therefore not fines were accessed. 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	
2024/2025	VEG TONS
TOTAL VEG	3,085.69
OCTOBER 2024	71.97
NOVEMBER 2024	100.61
DECEMBER 2024	190.01
JANUARY 2025	232.45
FEBRUARY 2025	245.45
MARCH 2025 (Credit if Applicable)	244.50
APRIL 2025 (Credit if Applicable)	
MAY 2025 (Credit if Applicable)	
JUNE 2025 (Credit if Applicable)	
JULY 2025 (Credit if Applicable)	
AUGUST 2025 (Credit if Applicable)	
SEPTEMBER 2025 (Credit if Applicable)	
BALANCE REMAINING	2,000.70

Public Works management is currently planning for the 2025 Town of Loxahatchee Groves Vegetation Amnesty Days in preparation for hurricane season. Tentatively, the week of May 12th staff will mail an amnesty letter to all residents outlining the scope of the amnesty days. The tentative dates for the amnesty days are June 14, 2025 and July 19, 2025, both Saturdays. These dates are tentative and subject to change.

Facility Maintenance

The Public Works Department has procured cameras for the Town Hall facility that are to be installed upon obtaining a contractor. Other work conducted at Town Hall include evaluating the building for the presence of mold and determining whether any remediation that needs to take place in the future. Staff are also conducting heat load testing on the facility in our evaluation on the imbalance of the air conditioning units and determining the best course of action to improve the efficiency of the building.

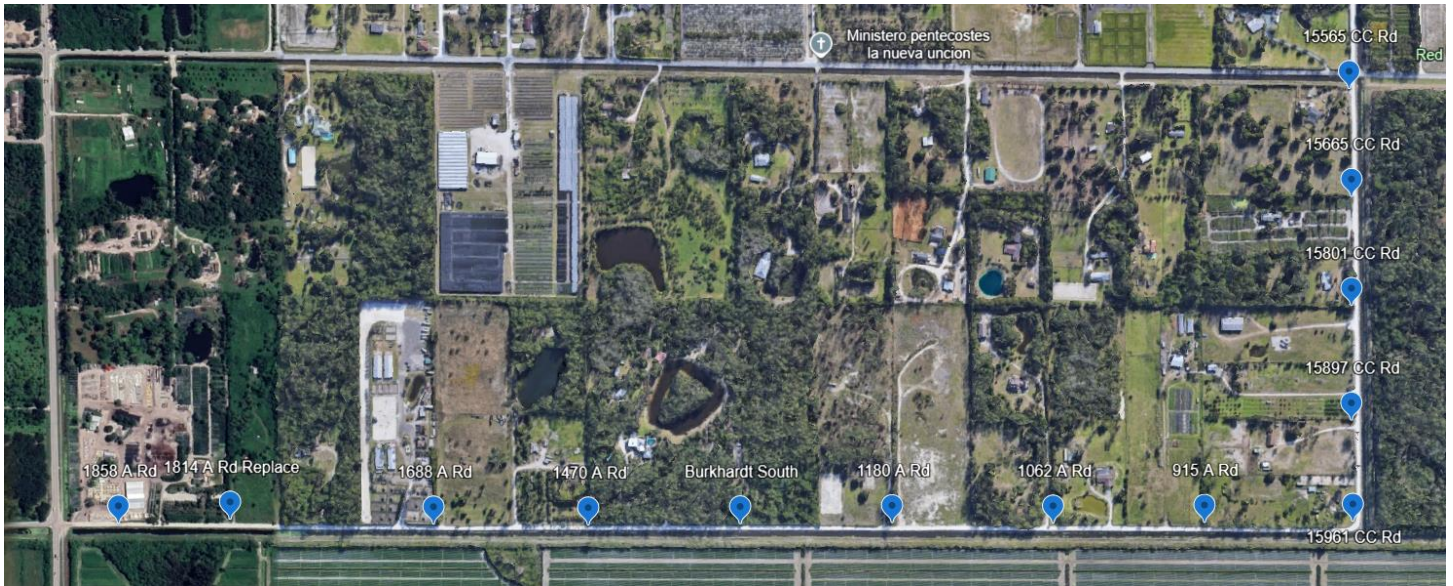
Capital Improvements

FY 24 Paving Plan: The FY 24 paving plan is complete. All road sections that are to be paved are complete and have been inspected. All of the legally required signs have been installed and the multiuse trails that were planned have been completed. There is drainage work remaining and we are working with a contractor to complete this work to allow staff to work on other projects.

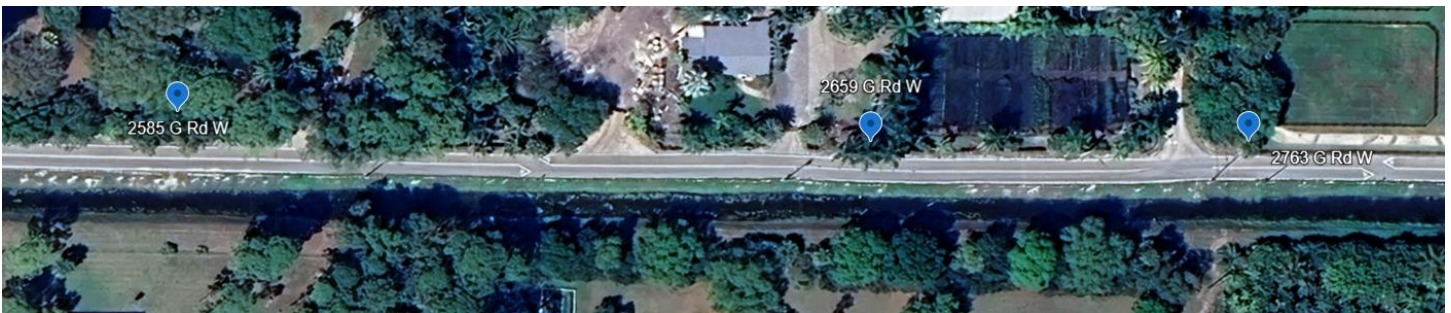
FY 25 Paving Plan: Paving A Rd. from Collecting Canal Rd. to North Rd. This project will also include all of the gap sections that were excluded in the FY23 paving project. Notices have been sent out to the residents regarding the easements and community meeting was held to discuss the project. This project will commence in stages. The first stage is to obtain the easements for the project. Staff is still working on obtaining all of the required easements. At this time nine of the required easements have been obtained. As residents are contacted, individual meetings are set up for them to discuss the project and complete the easement process. Upon completion of the Hyde Park project, the A Canal will be reinforced and adjusted. It is our 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. A price has been obtained from the contractor to complete this work and the task order will be executed. Once the road is completely prepped, it will then be paved. This project is scheduled to commence toward the middle of the third quarter.

FY25 Culvert Replacement: The Town has awarded the FY25 culvert replacement and continuing contract to Huurr Homes headquartered in Broward County. The Notice to Proceed has been issued and the preconstruction meeting held. The contractor has submitted all the planned submittals which have been approved. All work associated with the first four work orders is set to commence on or about May 15, 2025. A Notice will be sent to all property owners will be sent the week of April 28, 2025 as the project will require the closure of F Rd/Collecting Canal/6th Ct N for approximately a month and require temporary closure Folsom Rd and 25th St N. The contractor will begin the project once the culvert pipe delivery dates are confirmed. The scope of the project is to include Work Order 1 – F Rd and Collecting Canal, Work Order 2 – Kerry Ln and F Rd Work Order 3 – Folsom Rd and 25th Place North, and Work Order 4 – Bunny Ln and D Rd. The scope of the project also includes a continuing contract to allow the town to award replacement of culvert under \$300,000 for the period on the bid document without having to go through the bid process again. The contractor has submitted Task Order 1 associated with the installation of 13 catch basins and culverts along A Rd and Collecting Canal Rd. The Task Order includes all of the catch basins and culverts required for the FY25 Paving Project.



The contractor is working on submitting Task Order 2 associated with the first 18 catch basins that need to be installed as part of the FY23 and FY24 paving projects that were not installed after the culverts were installed under the previous administration. The images below illustrate where those catch basins are to be installed.





TOWN OF LOXAHATCHEE GROVES CAPITAL PLAN					
Description		Status	Budgeted Amount	Encumbered	Expected Completion
Road Paving Plan (overlay program)					
A South	1.25 miles	Obtaining Easements	\$363,688.00		August 2025*
Collect Canal	3.25 miles	Obtaining Easements	\$145,475.00		August 2025*
E North (gap)	0.25 miles	Obtaining Easements	\$72,738.00		August 2025*
Folsom (gap)	0.25 miles	Obtaining Easements	\$72,738.00		August 2025*
West 25 Street (gap)	0.15 miles	Obtaining Easements	\$43,643.00		August 2025*
G west (gap)	0.1 miles	Obtaining Easements	\$29,095.00		August 2025*
			\$727,377.00		
Road Rock Plan (rebuilding of road beds)					
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		
Stormwater/Roadway Drainage Improvements					
Specific Maintenance Projects					
Pump House (including instrumentation and controls)		Obtaining Quotes	\$10,000.00		TBD
Gate Repairs at 'A'		Obtaining Quotes	\$10,000.00		TBD
Gate Repairs at 'Folsom'		Obtaining Quotes	\$15,000.00		TBD
			\$35,000.00		
Swales & Culverts					
Swales, Catch Basins and Other Control Structures		Under Review	\$350,000.00	\$85,823.90	July 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		
Specific Culvert Locations					
F Rd + Collecting Canal Culvert		NTP Issued	\$436,000.00	\$258,858.00	July 2025
Kerry Ln Culvert Bridge		NTP Issued	\$140,000.00	\$92,038.40	July 2025
Folsom and 25th Culvert Bridge		NTP Issued	\$80,000.00	\$149,562.40	July 2025
Bunny Ln Culvert Bridge		NTP Issued	\$140,000.00	\$74,781.20	July 2025
			\$796,000.00	\$575,240.00	
Repair and Maintenance Canals					
Canal Bank Stabilization		On Schedule	\$200,000.00		July 2025
			\$200,000.00		
Trails System					
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
* Dates are based on obtaining ALL easements					

Emergency Management

The Public Works Director, who also serves as the Director of Emergency Management, has completed the updates of the Town of Loxahatchee Groves Emergency Management Plan for 2025 season. Some of the updates include the addition of a more expansive glossary section and including all disaster types. Additionally, the addition of position descriptions to assist staff in defining the responsibility of the various positions outlined in the incident command structure. Utilizing the best management practices outlined in various FEMA documentation, the Director will continue to utilize a concise chain of command to allow for a smoother response to incidents that may occur in the Town.

Community Engagement

During the first quarter of 2025 the Public Works Director has worked with residents, contractors, and engineers to solve various problems brought to his attention. Many of the inquiries were in regards to projects discussed at council meetings or items discovered on social media sites. This quarter there were no complaints about the water levels, flood risks, but most were regarding paving projects and the work being done on Hyde Park. During that same period, the Public Works Superintendent and 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 by 12 full time and 1 part time employees.

There are no open positions at this time; the list of positions are listed below:

- 1 – Director of Public Works
- 1 – Superintendent of Public Works
- 1 – Public Works Coordinator

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

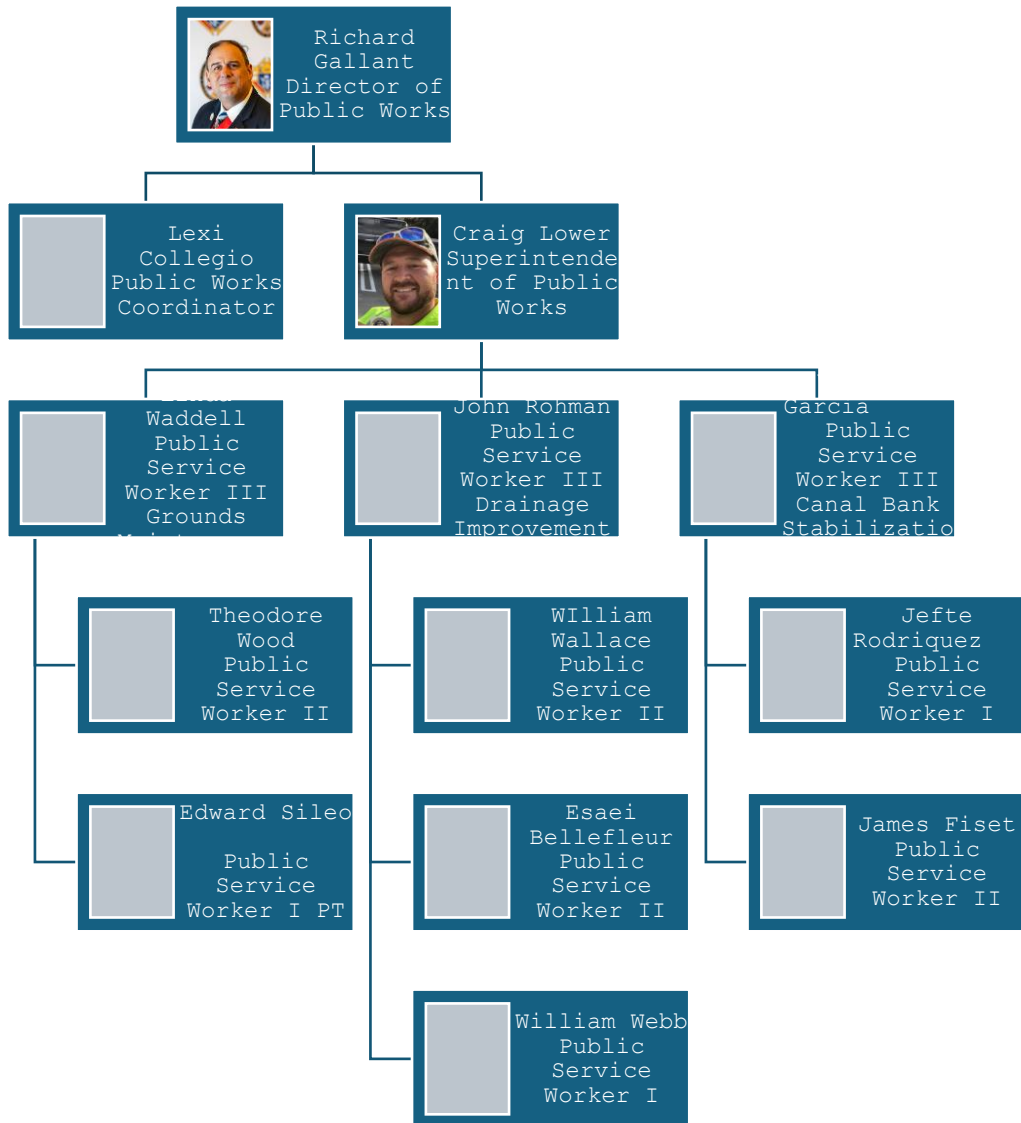
The Drainage Improvement, Road Stabilization, and Grading team is responsible for the maintenance and installation of culverts throughout the Town. They are further responsible for the removal of sediment in the drainage system. This team also responds to drainage structure issues and necessitates any 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 is 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 Director of Public Works is responsible for all of the components of the department and aided by the Superintendent of Public Works who is responsible for the individual crews. The Director and Superintendent work closely to establish priorities considering the health, welfare, and safety of the residents and visitors first. Public Works also employs a Public Works Coordinator who assists the Director and Superintendent with the administrative functions of the department.

Other initiatives the Public Works Director has been working on include continually evaluating the Emergency Management Plan as the Emergency Management Director. 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. Weekly safety meetings continue to be held to discuss pending field issues and the concerns of the staff. At this meeting, a safety topic is discussed and covered to provide knowledge to the public works staff with the objective in reducing injuries on the job. Management is evaluating a CDL program to encourage employees to obtain their CDL to better serve the town and expand the resources available to drive the Town's larger equipment. Our suppliers are being tapped to provide training on the use of our

equipment from the manufacturers. Preventive maintenance training from the manufacturers is being put in place.

The Public Works Superintendent recently attended the Certified District Manager class offered by the Florida Association of Special Districts and the Public Works Project Coordinator was sent to the Certified District Administrator class in January of 2025 as well as the FEMA Flood Plain Class.

Human Resources has put together a program for all employees that will include wellness, ergonomics, drug free workplace, ethics, as well as others. Safety related topics include Hazard Communication, Heat Stress, Personal Protective Equipment, Trenching and Excavation, Slips, Trips, and Falls, and Equipment Spotter Training.

Equipment Mileage or Hours:

The water pump operated a total of 166.5 hours during the first quarter of 2025. The water pump currently has 2573.5 hours on it.

During that time Public Works consumed 2,306.4 gallons of Off-Road Diesel, 308.1 gallons of Ultra Low Sulfur Diesel, and 427 gallons of 87 Octane Unleaded Fuel.

In April the Public Works Department sent two vehicles to Royal Auction to be sold. The revenue generated will be used to pay for the 2017 Ford F-250 recently acquired from the Palm Beach County Thrift Store auction to replace the 2006 Ford F250 which has exceeded its useful life.

Fuel Consumption

Town of Loxahatchee Groves Fuel Consumption			
	Diesel Dyed	Diesel Clear	Unleaded (87 Octane)
October	1055	289	160
November	350		171
December	792	120	
January	362.1		
February	785		
March	1159.3	308.1	427
April			
May			
June			
July			
August			
September			
Total	4503.4	717.1	758

Vehicle List

Town of Loxahatchee Groves Vehicle and Rolling Equipment Inventory					
Vehicle Number	Vehicle Year	Vehicle Make	Vehicle Model		Total Hours
0510	2006	Ford	F250	Utility Truck	389
0710	2007	John Deere	5325	Bush Hog Tractor	0
1110	2011	Ford	F450	Utility	202
1111	2011	Ford	F250	Ext Cab	881
1201	2012	Felling	FT-20-2 LP	Trailer	N/A
1311	2013	John Deere	220DW	Excavator	17.3
1411	2014	John Deere	5055E	Bush hog	188
1412	2014	New Holland	L225	Loader	3048
1510	2015	John Deere	XUV855D	XUV	385
1511	2015	Ford	F250	Single	600
1512	2015	John Deere	D105	Lawn Tractor	0.2
1513	2015	Scag	SH61V-25KVD	K1B00179	0
1610	2016	Ford	F250	Crew Cab	259
1611	2016	Ford	Explorer	SUV	1647
1710	2017	Ford	Escape	SUV	1146
1711	2017	Ford	F250	Ext Cab	78516
1810	2018	Triple Crown	5 x 10	Trailer	N/A
1910	2019	John Deere	5075E	Box Blade	50.3
2110	2021	Kubota	M6S111D	Tractor	75
2210	2022	Caterpillar	450		117
2211	2022	John Deere	620G	Grader	253
2212	2022	Novae, LLC	Duel Axle	Trailer	N/A
2301	2023	Evergreen	Aspen	Tractor	139
2401	2024	SANY	SY60C	Excavator	114
2501	2025	Freightliner	Truck	Dump Truck	673
		Water Pump			166.5

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 WC 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

At this time the Public Works Director and other 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 has installed over 50 stop signs, and 30 speed limit signs with the forecast to install another 50 stop signs, and other legally enforceable signs. Included in our upcoming sign campaign if to install or replace the Horse Right of Way signs, updated school zone sign, as well as other directional and trail signage throughout the town as our budget allows.

Additional work forecast over the next quarter includes the completion of the Hyde Park rehabilitation project and moving to A Rd and Collecting Canal Rd to begin the reinforcement of the canal banks as part of the canal bank stabilization project.

Crews will continue to remove exotic debris from the canal banks to facilitate travel along the canal banks for pedestrian and equestrian traffic.

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

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407-1950
561-686-8700 Telephone / 561-686-8764 Facsimile
www.torcivialaw.com

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

*FLORIDA BAR BOARD CERTIFIED
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

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

April 17, 2025

VIA ELECTRONIC MAIL ONLY

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

RE: Quarterly Report 2024-2025 Q2

Dear Town Council:

In the 2024-2025 fiscal year, our office continued our representation of the Town as Town Attorney. In this capacity, in the second quarter of the fiscal year, we provided over 831 hours of legal work to the Town, generally comprised of the activities below.

- Attended:
 - 3 Town Council meetings
 - 2 Advisory Board meetings
 - 1 Code Enforcement Special Magistrate Hearings
 - 29 Meetings with Council Members, staff, and residents
- Drafted/Reviewed for legal sufficiency, approximately:
 - 17 Resolutions
 - 14 Ordinances
 - 8 Agenda Items/Supplemental staff reports
 - 36 Contracts
 - 16 Code Enforcement cases (including appeals, lien searches and releases)
 - 22 Development matters (including pre-application matters)
 - 4 Policies and Procedures
 - 3 Forms (including application, permit, and code enforcement related forms)
 - 1 Notices

April 17, 2025

Page 2

- 1 Easement
 - 1 Presentation
 - 1 Litigation
- Counseled regarding:
 - Ethics matters, personnel matters, assessments, nonconformities, declarations of emergency, amendments to the District's Water Control Plan, review various matters for the water control district, elections, advertising requirements, Special District requirements, business impact statements, quorum and voting requirements, fireworks, business tax receipts, public records requests, conservation easement enforcement, permits, business tax receipts, agricultural exemptions, annexation, code enforcement, foreclosure, annual audit response livestock waste, level of service.

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

Sincerely,

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

Glen J. Torcivia

QUARTERLY REPORT

OFFICE OF THE TOWN CLERK

JANUARY 01, 2025 - MARCH 31, 2025

The Office of the Town Clerk has remained focused during this reporting period on enhancing municipal transparency, addressing operational backlogs, improving public accessibility to records, and fostering community and intergovernmental engagement. Several key initiatives were undertaken to support the Town Council, Town staff, advisory boards and committees, and the residents of Loxahatchee Groves.

One of the major priorities during the January to March 2025 period has been the completion of backlogged meeting minutes. These minutes, dating from March to August 2024, represent a critical component of the Town's official record. To support the timely documentation and approval of these records, the Clerk's Office hired a temporary minutes transcriptionist to assist with transcription services of backlogged meeting minutes. This service allowed the Town Clerk staff to prioritize other projects while ensuring that the backlog was completed with accuracy and attention to detail.

Significant strides were made in public accessibility and awareness through the development and launch of a new informational webpage under the Town Clerk section of the Town's website. This updated feature includes a comprehensive list of proclamations approved by the Town Council, now directly linked to the Town's online calendar. This enhancement allows residents to stay informed about ceremonial recognitions, observances, and important Town dates in real time.

On the records management front, the Clerk's Office advanced its efforts by nearing completion of contract negotiations for the implementation of Laserfiche Records Management Services. This modern digital solution will serve as the Town's primary system for document storage and retention, significantly enhancing efficiency, internal workflows, and compliance with Florida's public records retention requirements.

Operational support and coordination also remained central to our mission. The Clerk's Office worked closely with staff to establish a tentative meeting schedule for all active advisory committees, including the Agritourism Committee, Finance Advisory and Audit Committee (FAAC), Unified Land



Development Code Committee (ULDC), Roadways, Equestrian Trails and Greenway Advisory Committee (RETAGC), and the Planning and Zoning Board. The purpose of updating these board schedules was to allow for proper planning by board members and staff for agenda items, ensuring that meetings are properly advertised according to the meeting noticing requirements. Additionally, an updated and accurate Committee Roster was completed to support public transparency and internal tracking.

In the realm of intergovernmental collaboration, the Office was honored to assist in hosting a federal appropriations workshop in partnership with Congresswoman Sheila Cherfilus-McCormick's office. The Congresswoman's Appropriations Clinic for the Western Communities offered crucial guidance to municipalities and nonprofits regarding access to federal funding streams. This initiative not only strengthened legislative outreach but further positioned the Town as an engaged partner in local appropriations requests.

Additional activities performed by the Office of the Town Clerk during this quarter include:

- Attendance and preparation for 3 Town Council Meetings
- Participation in 10 Hearings, Board, or Committee Meetings
- Drafted and produced 5 official proclamations
- Issued 13 public notices regarding meeting advertisements and potential quorums of elected officials or events
- Completed 38 lien searches
- Processed 22 advisory board and committee applications, including:
 - Residency verification
 - Review of committee-specific requirements
- Audited 25 Code of Ethics Training Acknowledgement Forms from advisory board and committee members, as well as staff, in partnership with the Palm Beach County Ethics Commission Office

The Office of the Town Clerk administered the March 2025 Municipal Election for Council Seats 2 and 4 in addition to a Charter Amendment Referendum Question. A total of six candidates qualified, with three advancing to appear on the official Election Day ballot; the Charter Amendment Referendum Question passed with a majority of the electors of the Town of Loxahatchee Groves. The Clerk's Office coordinated extensively with the Palm Beach County Supervisor of Elections, ensured all public notices and deadlines were met, and facilitated a seamless election process. The Office of the Town Clerk staff also participated in several elections training sessions with other municipal clerks offered through the Palm Beach County Supervisor of Elections Office.



The Town Clerk also set up and communicated with the poll working staff, holding several meetings both at Town Hall and at the voting location precinct. The poll worker team included a Precinct Clerk, Assistant Clerk, Voting System Technician, Inspector, and Precinct Deputy, all of whom were instrumental in executing a successful and orderly election.

Finally, the Office continued to uphold its commitment to transparency and accessibility by processing 46 public records requests this quarter. The majority of these requests were fulfilled within a two-week timeframe, demonstrating our dedication to timely and professional service.

As we move into the next quarter, the Clerk's Office remains steadfast in its commitment to excellence. Priorities include finalizing and recommending approval of the Laserfiche contract and completing the remaining backlog of meeting minutes. The Office of the Town Clerk will continue to support the Town Council, empower advisory committees, and ensure open, effective communication with our residents.

Valerie Oakes, CMC

Town Clerk

Office of the Town Clerk



TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council, Town of Loxahatchee Groves

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

DATE: Tuesday, May 6th, 2025

SUBJECT: Consideration of Approval on Ordinance No. 2025-01 on First Reading. An Ordinance of the Town of Loxahatchee Groves, Florida, amending its code of ordinances by creating chapter 27 “Fireworks” to provide for regulations regarding the use of fireworks.

Background:

The use of fireworks in Town has raised ongoing concerns related to safety, noise, livestock disturbance, and impacts on rural quality of life. Residents have reported that fireworks, especially during major holidays, pose a threat to animals and create stress for families and veterans.

The Town has the authority under Section 791.08, Florida Statutes, to prohibit the use of fireworks to protect public safety and animal welfare. In response to community concerns and Council direction, staff have prepared Ordinance No. 2025-01 to formally restrict fireworks use in Town limits.

Ordinance Summary:

The proposed ordinance:

- Prohibits the use of fireworks except for approved public displays,
- Allow sparklers and other non-explosive items defined by state law,
- Provides exemptions for emergency and agricultural use,
- Establishes enforcement and appeal procedures.

Community Education & Enforcement:

To support the ordinance and encourage voluntary compliance, the Town will expand its public outreach efforts beyond signage and social media messaging to include:

- A-frame signs with interchangeable banners placed during peak holidays,

- Printed educational materials, website and social media updates, and e-blasts,
- Coordination with PBSO and Code Enforcement for visibility and response.

Recommendation:

Motion by the Loxahatchee Groves Town Council to approve ***Ordinance No. 2025-01*** for approval and first reading.

ORDINANCE NO. 2025-01**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY CREATING CHAPTER 27 “FIREWORKS” TO PROVIDE FOR REGULATIONS REGARDING THE USE OF FIREWORKS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.**

WHEREAS, the Town of Loxahatchee Groves (“Town”) is a rural agrarian municipality located within Palm Beach County known for its equestrian culture and rural character; and

WHEREAS, the Florida Department of Commerce has designated the Town as a rural community; and

WHEREAS, in addition to its many horses, the Town is also home to an exotic animal sanctuary, a tropical bird refuge, dog rescues, veterinary offices, and other livestock; and

WHEREAS, it is well documented that horses and other animals are startled by loud noises and sudden flashing lights and are particularly frightened by fireworks; and

WHEREAS, it is very common for horses to gallop, sweat, and tremble when startled by the loud noise and flashing lights of fireworks, which can result in injury to animals and damage to property; and

WHEREAS, the Town is a heavily wooded community making it more susceptible to fire risks, particularly in its Agricultural Residential (AR) zoning district, which is largely comprised of wooded lots of five acres or more; and

WHEREAS, it is well known that fireworks pose a significant fire risk and according to the National Fire Protection Association, fireworks start an average of 20,000 fires per year, resulting in more than \$100 million in property damage; and

WHEREAS, the U.S. Drought Monitor advises that 74% of Palm Beach County is currently experiencing a severe drought and 24% of Palm Beach County is currently experiencing an extreme drought, which significantly increases the fire risk and allows fires to spread more quickly and intensely; and

WHEREAS, the Town has received numerous requests from residents and equestrians to help prevent and protect their horses and property from the negative effects of fireworks; and

WHEREAS, the use of fireworks within the Town, which is home to hundreds of equestrian residents, horses, equestrian related farms and service, and densely wooded canopies, is detrimental to the health, safety, and welfare of the Town’s residents; and

WHEREAS, the Town Council believes it is necessary to enact regulations regarding fireworks; and

WHEREAS, this ordinance enacts regulations governing the use of fireworks; and

WHEREAS, the Town Council has determined that the enactment of this ordinance is for a proper municipal purpose and in the best interests of the residents of the Town.

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

Section 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

Section 2. The Town of Loxahatchee Groves hereby creates Chapter 27 “Fireworks” to read as follows (additions in underline text):

CHAPTER 27 - FIREWORKS

Sec. 27-1. – Discharge or use of fireworks, pyrotechnic devices and special effects.

The discharge, firing or use of firecrackers, rockets, torpedoes, roman candles or other fireworks or substances designed and intended for pyrotechnic display, and of pistols, canes, cannons or other appliances using blank cartridges or caps containing chlorate or potash mixture, is prohibited. The use of pyrotechnic special effects, flame effects and/or similar devices inside buildings, tents, structures and/or other enclosed spaces is prohibited. Flame effects include, but are not limited to, batons, and/or torches fueled by liquid, solid or gaseous fuels; flame projectors which produce heat effects and/or flames; flash powders composed of fuel(s) and oxidizer(s); flares and similar devices. Pyrotechnic special effects include, but are not limited to, chemical mixtures used in the entertainment industry to produce visible, audible or thermal effects by combustion, deflagration or detonation. However, this Chapter shall not prohibit public outdoor fireworks/pyrotechnic displays where the permission of the Town Manager has been obtained, and for which a permit has been obtained from the applicable governmental agency, all financial bond requirements established by the Town, if any, have been satisfied, and other prescribed safety requirements have been met. Fireworks and sparklers shall have the same definition as set forth in Florida Statutes.

Except as otherwise set forth in this chapter the requirements set forth in Florida Statutes Chapter 791 shall govern.

Sec. 27-2. – Enforcement and penalties.

(a) This chapter may be enforced by the Palm Beach County Sheriff's Office or by any law enforcement officer, Palm Beach County fire marshals or appropriate fire personnel, or Town code enforcement officers.

(b) Penalties. Violations may be enforced through the Town code enforcement process and pursuant to F.S. chapter 162 or as determined by the Palm Beach County Sheriff's Office in accordance with state statutes.

(c) *Violation.* Fireworks and sparklers that are used or being used in violation of this chapter are subject to confiscation by law enforcement authorities in addition to the other enforcement measures provided in this chapter.

(d) *Injunction of public nuisance or threat of irreparable harm.* The Town, in addition to any other remedies provided by law, may seek in a court of competent jurisdiction an injunction against any person or entity who uses fireworks and sparklers in violation of this section. In the event the Town is required to file suit for injunction to enjoin a violation of this chapter, if the Town prevails it shall be entitled to recover reasonable attorney fees and court costs in addition to any other relief granted.

Section 3. Conflict. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

Section 4. Severability. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 5. Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, that the Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 6. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

Council Member _____ offered the foregoing ordinance. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 6TH DAY OF MAY, 2025.

VOTE

ANITA KANE, MAYOR	_____
MARGARET HERZOG, VICE MAYOR	_____
PHILLIS MANIGLIA, COUNCIL MEMBER	_____
LISA EL-RAMEY, COUNCIL MEMBER	_____
PAUL COLEMAN II, COUNCIL MEMBER	_____

Council Member _____ offered the foregoing ordinance. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS 3RD DAY OF JUNE, 2025.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Voted:
Councilmember Phillis Maniglia, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4

TOWN OF LOXAHATCHEE GROVES**RESOLUTION NO. 2009-003**

A RESOLUTION OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA EXPRESSING ITS SUPPORT FOR THE FLORIDA LEGISLATURE TO REPEAL SECTION 10(5) OF CHAPTER 2007-67, LAWS OF FLORIDA WHICH ENACTED A MORATORIUM ON THE ABILITY OF A MUNICIPALITY, COUNTY, OR OTHER UNIT OF LOCAL GOVERNMENT'S RIGHT TO ADOPT REGULATIONS GOVERNING THE RIGHT TO PURCHASE, SELL, USE, OR POSSESS CONSUMER FIREWORKS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2007, the Florida Legislature passed Chapter 2007-67, Laws of Florida, which, in part, established the Consumer Fireworks Task Force ("Task Force") to study issues relating to the use of fireworks; and

WHEREAS, in addition to the establishment of the Task Force, Section 10(5) of Chapter 2007-67, Laws of Florida, specifically prohibited a municipality, county, or other unit of local government from adopting "... an ordinance, rule, or regulation, or other law after May 8, 2007, which directly prohibits or directly interferes with safety standards established by state law or the right to purchase, sell, use, or possess consumer fireworks in this state." (the "Moratorium"); and

WHEREAS, pursuant to Chapter 2007-67, Laws of Florida, if the Legislature had enacted legislation to provide for the comprehensive regulation of fire prevention and safety standards for the use of consumer fireworks on or before July 1, 2008, a municipality would have been permitted to adopt an ordinance regulating the right to purchase, sell, use or possess consumer fireworks; and

WHEREAS, on January 15, 2008, the Task Force submitted its final report; however, the Florida Legislature has not passed legislation to repeal the Moratorium, and as a result municipalities, counties, and other units of local government are unable to properly regulate the purchase, use, sale, and possession of consumer fireworks within their respective jurisdiction; and

WHEREAS, the Town of Loxahatchee Groves (the "Town"), like other local governments within the State of Florida has the authority under its home rule power to adopt regulations that are not inconsistent with the Florida Constitution or Florida Statutes; and

WHEREAS, the Town is a rural municipality, with many of its residents raising birds, horses, and other animals which are adversely affected by the use of fireworks; and

WHEREAS, the residents of the Town also seek peace and quiet, and would like to limit

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2009-003

the unauthorized use of consumer fireworks within the Town; and

WHEREAS, the Town Council finds that it would be in the best interest of the citizens and residents of the Town to have the legislature repeal the Moratorium which is currently in place with respect to a local government's ability to enact an ordinance which would regulate an individual's right to purchase, sell, use, or possess consumer fireworks; and

WHEREAS, the Town Council of the Town of Loxahatchee groves desires to communicate its findings to the Governor, the Senate President, and the Speaker of the House of the State of Florida, in an effort to have the Legislature repeal the Moratorium.

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 confirmed and ratified as being true and correct and are hereby incorporated herein.

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby expresses its support for the repeal of the moratorium contained in Section 10(5) of Chapter 2007-67, Laws of Florida, in order to provide municipalities, counties, and other units of local government to adopt ordinances or other regulations governing the purchase, sale, use, or possession of consumer fireworks in the State of Florida, and respectfully requests that the Florida Legislature consider the adoption of such legislation during the 2009 legislative session.

Section 3. The Town Clerk is directed to forward a copy of this Resolution to Governor Charlie Crist, the President of the Florida Senate, the Speaker of the House of the Florida State House of Representatives, the Chair and Members of the Palm Beach County Legislative Delegation, the Executive Director of the Palm Beach County Legislative Delegation, the Chair of the Palm Beach County Board of County Commissioners, each County Commissioner, the County Administrator, and the President of the Florida League of Cities.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2009-003

Section 4. All Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and will in no way affect the validity of the remaining portions or applications remaining in full force and effect.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the Council of the TOWN OF LOXAHATCHEE GROVES, Florida this 21st day of [REDACTED] 2009.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

David Browning

Mayor David Browning

Marge Herzog

Vice Mayor Marge Herzog

[Signature]

Council Member

[Signature]

Council Member

[Signature]

Council Member

APPROVED AS TOWN ATTORNEY
[Signature]

Office of the Town Attorney

SSG:DNT:dnt

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Rare bird, spooked by fireworks, thrashes itself to death

By [DON JORDAN](#)

Palm Beach Post Staff Writer

Thursday, January 01, 2009

LOXAHATCHEE GROVES — Fireworks used to ring in the New Year instead led to a horrific scene at a local wildlife conservation center, officials said.

Workers at the Rare Species Conservatory Foundation doing a routine morning check-up today discovered a dead red-browed Amazon parrot with severe head and face injuries.



Red-browed Amazon parrot

It was obvious from the bird's injuries that it had thrashed itself to death against its enclosure, said Paul Reillo, director of the conservation center.

The parrot was part of a recovery project to breed the rare species and reintroduce it to its natural habitat in the lowland humid forests of Brazil. The wild population is estimated to be between 1,000 and 2,500 birds, according to Birdlife International, an international conservation organization.

Reillo said the birds and other animals always get spooked by the fireworks, but this is the first time an animal has reacted so violently.

"We're doing everything we can to save these species and the lack of enforcement on fireworks regulations is basically undoing our best efforts," he said. "In the middle of the night, they're not expecting blasts and fireworks and gunshots. It's getting worse every year."

All but two of the entire North American population of the bird in captivity live at the conservation center. The male parrot that died was healthy and "essential to the breeding program," Reillo said.

"It's genetics were well-documented," he said. "This guy could have lived to be 50 or 60 years old and could have produced a generation of wildlife. The tragedy is that this animal's life is sacrificed for absolutely no reason."

Law enforcement officials said they are aware of the fireworks problem in the western communities, where the loud blasts agitate horses and other animals, but have a hard time enforcing the regulations. Fireworks that leave the ground or explode are illegal, but loopholes exist, such as using the fireworks to frighten birds away from agricultural areas.

An officer must observe a person firing off illegal fireworks in order to take action, Palm Beach County Sheriff's Office spokeswoman Teri Barbera said.

Deputies often meet with local homeowners associations before the Fourth of July to discuss fireworks regulations and safety, she said.

"It's been an ongoing problem out there," said Barbera, adding that there were more fireworks going off near her Royal Palm Beach home on New Year's Eve than she had "ever seen in years past."

Wellington resident Kathy Bozich counted down to the New Year from her horse Kapoen's stable on Draft Horse Lane Wednesday night, fearing a repeat of the "major issues" she had this summer.

"The Fourth of July was like bombs going off," Bozich said. "He went berserk."

Reillo said the public needs to be aware of the potential consequences of shooting off illegal fireworks.

"Any excuse for a holiday, and it's like Baghdad out here," he said. "It comes at a terrible cost."



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: May 6, 2025

SUBJECT: Ordinance No. 2025-02 Amending Chapter 38 re Solid Waste of the Town's Code of Ordinances

Background:

This item presents Ordinance 2025-02, updating the Town's solid waste regulations in Chapter 38 of the Town Code. The goal is to modernize definitions, strengthen service and enforcement standards, and ensure the Town remains compliant with state law. Approval will support the Town's ongoing efforts to maintain solid waste oversight, including livestock waste, in compliance with Florida law.

Key updates in Ordinance 2025-02 include:

- Clear definitions for residential, commercial, bulk, vegetative, construction and demolition (C&D), special, and livestock waste.
- Requirements for livestock waste to be stored and collected in watertight, covered roll-off containers.
- Enforcement tools to address improper disposal and public nuisances.
- Updated standards for solid waste billing, lien collection, and franchise oversight.

This ordinance supports the Town's ***transition to a non-exclusive franchise system for livestock waste haulers***, which is being brought forward for discussion separately under the Livestock Waste Franchise Program item. State law now prohibits towns from using permit or registration systems for livestock waste. However, the change in state law does not prohibit the Town from entering into one or more franchise agreements for livestock waste removal and related services.

Recommendation:

Staff recommends approval of Ordinance 2025-02 on first reading and scheduling the matter for second reading at the June 3, 2025 meeting.

ORDINANCE NO. 2025-02

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ARTICLE I “IN GENERAL,” ARTICLE II “IMPROPER DISPOSAL OF WASTE MATERIALS,” AND ARTICLE III “COLLECTION OF WASTE; FRANCHISES AND REGISTRATION OF CONTRACTORS AUTHORIZED,” ALL OF CHAPTER 38 “SOLID WASTE,” OF THE LOXAHATCHEE GROVES CODE OF ORDINANCES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves, Florida (“Town”), is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to provide for the health, safety, and welfare of the residents and visitors of the Town of Loxahatchee Groves; and

WHEREAS, the Town Council believes it is necessary to modify its current regulations for the collection and disposal of waste; and

WHEREAS, the Town Council believes that the modifications will enhance the ability of the Town to ensure appropriate levels of service are provided and used within the Town; and

WHEREAS, the Town Council has determined that the enactment of this ordinance is for a proper municipal purpose and in the best interests of the residents of the Town.

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

Section 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

Section 2. The Town of Loxahatchee Groves hereby amends Article I, In General, of Chapter 38, Solid Waste, Loxahatchee Groves Code of Ordinances, as follows:

Sec. 38-1. Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Biomedical or biohazardous waste: As defined by F.S. § 403.703(2), as may be amended.

Biological waste: As defined by F.S. § 403.703(3), as may be amended.

Bulk waste: Any non-vegetative item which cannot be containerized, bagged, or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bathtubs, water heaters, sinks, bicycles, and other similar domestic appliances or household goods. There shall be no weight limit for any item of bulk waste. No commercial or non-passenger tires and only two, on an annual basis, passenger car tires are permitted to be placed as bulk pickup.

Cart: A curbside container meeting the town's specifications intended for collection via automated or semi-automated means to be supplied by the franchisee to households receiving curbside residential solid waste collection service.

Collection: The process whereby commercial solid waste, residential solid waste, C & D, livestock waste, and/or recyclable material is gathered and transported to a designated facility.

Collection service(s): The collection of commercial solid waste, residential solid waste, C & D, livestock waste, and/or recyclable material by the town or a franchisee.

Commercial solid waste: Garbage and trash that is generated by uses other than residential uses or by a combination of residential and other uses on the same property within the town. Commercial solid waste does not include bulk waste, vegetative waste, special waste, C & D, livestock waste, or recyclable materials.

Commercial solid waste collection service: The collection of commercial solid waste within the town.

Compactor: Any container which has compaction mechanism(s), whether stationary or mobile, all inclusive.

Construction and demolition debris (C&D): As defined by F.S. § 403.703(6), as may be amended.

Container Includes any container designed or intended to be mechanically dumped into a loader packer type truck or recycling vehicle. All containers must be of the specifications as designated by the town manager, in writing.

Dwelling unit: Any type of structure or building unit intended for or capable of being utilized for residential living other than a licensed hotel or motel unit.

Franchisee: A person or entity that has entered into an agreement with the town to provide commercial solid waste, residential solid waste, C&D, livestock waste, and/or recycling collection services for the town.

Garbage: All putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities but shall not include vegetative waste or special waste.

Hazardous waste: As defined by F.S. § 403.703(14), as may be amended.

Land clearing: The removal of vegetation for the purpose of improving real property through remodeling, new construction or agricultural use. Land clearing shall include, but is not limited to, trees, brush, dirt, rocks or similar obstructions/materials being removed from a parcel of assessed residential land using mechanical devices such as a bobcat, backhoe, front-end loader, tractor, bulldozer, etc. Removal refers to the physical action of the equipment digging, scraping,

bulldozing, and/or pulling debris from the ground. Transporting legally cut vegetation to the curb using a mechanical device does not constitute land clearing. A chainsaw is not to be considered a mechanical device in the removal process.

Livestock waste: Wastes composed of excreta of animals and residual materials that have been used for bedding, sanitary, or feeding purposes for such animals. For purposes of this article, livestock waste that has been properly composted shall not be considered livestock waste.

Pyrolysis: A process through which post-use polymers are heated in the absence of oxygen until melted and thermally decomposed, and then cooled, condensed, and converted to any of the following:

- (1) Crude oil, diesel, gasoline, home heating oil, or another fuel.
- (2) Feedstocks.
- (3) Diesel and gasoline blend stocks.
- (4) Chemicals, waxes, or lubricants.
- (5) Other raw materials or intermediate or final products.

Pyrolysis facility: A facility that receives, separates, stores, and converts post-use polymers, using gasification or pyrolysis.

Recovered materials: Metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the waste stream for sale, use, or reuse as raw materials, but the term does not include materials destined for any use that constitutes disposal. Recovered materials as described above are not solid waste.

Recyclable materials (recyclables): Those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste.

Recycling cart: A container intended for recyclables collection with a 95 gallons capacity on wheels for rolling, with a non-removable hinged lid, suited to automatic dumping equipment provided by the franchisee's collection vehicles and containing not over 250 pounds.

Recycling container: shall mean a rigid container made of plastic or other suitable substance or a paper bag that is used for the storage of recovered materials.

Recycling collection service: The collection of recyclable materials by the town or its franchisee from residential or commercial sites, and the delivery of those recyclable materials to an authority recovered materials processing facility or designated authority transfer station.

Residential solid waste: Garbage and trash that is generated from residential uses within the town. Residential solid waste does not include bulk waste, vegetative waste, special waste, C & D, livestock waste, or recyclable materials.

Residential solid waste collection service: Collection of residential solid waste within the town.

Sludge: The accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar waste disposal appurtenances.

Solid waste: means sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered materials as defined in F.S. § 403.703(28) and post-use polymers as defined in F.S. § 403.703(24) are not solid waste.

Solid waste authority disposal facility: A place or places specifically managed or operated by the Solid Waste Authority of Palm Beach County or another facility if specifically designated in writing by the authority.

Source separated: Recovered materials that are separated from solid waste at the location where the recovered materials and solid waste are generated. The term does not require that various types of recovered materials be separated from each other and recognizes de minimis solid waste, in accordance with industry standards and practices, may be included in the recovered materials. Materials are not considered source separated when two or more types of recovered materials are deposited in combination with each other in a container located where the materials are generated and when such materials contain more than ten percent solid waste by volume or weight, in which case the materials are solid waste. The term "various types of recovered materials" means metals, paper, glass, plastic, textiles and rubber.

Special services: Any services requested or required by the customer which are in addition to or a change in, the subscribed collection service.

Special waste: Solid wastes that can require special handling and management, including, but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, and biological wastes.

Trash shall mean all refuse accumulation of paper, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature other than garbage, which are usual to housekeeping and to the operation of stores, offices and other business places, but shall not include vegetative waste.

Vegetative waste shall mean any vegetative matter resulting from yard and landscaping maintenance by any party and shall include materials such as tree and shrub trimming materials, grass clippings, palm fronds, tree branches and similar other matter usually produced as refuse in the care of lawns, landscaping and yards.

Waste: shall mean any or all of the types of waste more specifically defined in this section.

Sec. 38-12. ~~Solid waste~~ Collection fees; billing; payment; enforcement effect of failure to pay.

- (a) The town shall have the power to create, install, improve, maintain and fund any and all costs associated with establishing and operating a system of providing a ~~solid waste~~ collection services program (solid waste collection program) ~~for residential and/or commercial service to the property owners, residents and citizens of the town.~~ The recipients of the town's solid waste collection program will enjoy protection and enhancement of public health and safety by the provision of reliable and effective service to persons who own or use such property, and enrichment of property value and minimization of potential liability attendant with the use of the assessed property.

- (b) Fees for ~~trash service, the waste collection program,~~ including costs for collection, and administration fees necessary to provide the ~~solid waste collection services program, as shall be established by resolution of the town council, shall be collected by the town for the trash collection service within the town.~~ The town may also provide, by agreement, for the billing and collection of the town's fee for ~~trash the waste collection service program, or any portion thereof,~~ by another governmental entity. The town may provide for the inclusion of such administrative fees to fund the billing and collection of the charges for ~~the solid waste collection service program~~ in any bill sent to property owners within the town. ~~Any residential owner or lessee, apartment owner or owner-operator of a commercial establishment who shall fail to make appropriate payment for trash collection service shall have his trash collection service terminated. Any residential owner or lessee, apartment owner or owner-operator of a commercial establishment whose trash collection service shall be so terminated shall be deemed in violation of this chapter and upon conviction of such violation shall be punished as provided by in this Code.~~
- (c) The town shall have the ability to charge property owners who receive a certificate of occupancy for a residential structure or dwelling unit after the residential solid waste collection services non ad-valorem assessment roll has been provided to the tax collector, on a pro-rata basis, as part of the fee for the granting of the certificate of occupancy or final permit.
- (e-d) Any property owner or lessee, who shall fail to make appropriate payment for the waste collection program shall be deemed to be in violation of this chapter and have his collection program service terminated. If a property owner fails to pay for ~~garbage~~ collection services, or to adequately provide for ~~garbage~~ collection services in accordance with this chapter, the town shall have the right to institute code enforcement or other legal proceedings, and/or may enter upon the premises, remove garbage, trash or construction or other waste and charge the owner the cost to the town for such services in accordance with Chapter 30 of this Code and/or any other legal process available to the town. ~~Billing for collection shall be on a per pickup basis. The town shall forward to the owner at his last known address a copy of the charges for such collection, including any delinquency charges, and, if same is not paid within 30 days after such notice is mailed, the same shall be and constitutes a lien upon the property in question.~~
- (d) ~~The town attorney may institute foreclosure proceedings to foreclose any lien imposed pursuant to subsection (b) of this section. The owner of the property against which the lien exists shall be liable to the town for a reasonable attorney's fee to compensate its attorney for services in collecting the amounts due on said lien, together with all costs occasioned in foreclosing said lien, and the same shall be decreed to be a lien upon the lands described and shall be collected at the time and in the manner provided for the collection of the amount evidenced by said lien. The decree rendered in such case for the enforcement and collection and the amount due thereunder shall determine the principal, interest, costs, and attorneys' fee to be chargeable against each property so encumbered, which amounts shall constitute a lien against the property described. In foreclosing such liens, the town may pursue and follow any recognized process to enforce liens and any number of assessment liens against the same owner or occupant may be foreclosed in one proceeding.~~
- (e) ~~The lien in favor of the town upon the property for all unpaid services, interest, attorneys' fees, and court costs shall have priority over all other liens and encumbrances, except state, county, and municipal taxes, and shall be on parity with the lien of such state, county, and municipal taxes.~~

Secs. 38-23—38-20. Reserved.

Section 3. The Town of Loxahatchee Groves hereby amends Article II, Improper Disposal of Waste Materials, of Chapter 38, Solid Waste, Loxahatchee Groves Code of Ordinances, as follows:

ARTICLE II. IMPROPER DISPOSAL OF WASTE MATERIALS. ENFORCEMENT.

Sec. 38-21. Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Improper Disposal means the discharge, deposit, injection, dumping, spilling, leaking, or placing of any waste material into or upon any land or water so that such waste materials or any constituent thereof may enter other lands or be emitted into the air or discharged into any waters, including groundwaters, or otherwise enter the environment.

Public nuisance means the unreasonable, unwarranted and/or unlawful activity and/or use of property, which causes inconvenience or damage to others, either to individuals and/or to the general public.

Waste materials means ash residue, biomedical waste, biological waste, Class I waste, Class III waste, commercial solid waste, construction and demolition debris, contaminated soil, garbage, hazardous waste, household waste, industrial byproducts, industrial solid waste, leachate, liquid waste, oily waste, recovered materials, recyclable materials, sludge, solid waste, special wastes, and white goods, all as defined in F.S. § 403.703 and F.A.C. 62-701.200, incorporated herein and attached hereto as Composite Exhibit "A". The definitions in this article shall be deemed amended upon the amendment of F.S. § 403.703, and F.A.C. 62-701.200.

Sec. 38-22. Prohibition of depositing or disposing of waste materials.

The improper disposal of waste material, including, without limitation, receiving, spreading or storing such waste material on property, or of any other item for which the property owner receives a tipping fee or similar compensation to receive such item for disposal or depositing, within the corporate limits of the town, is prohibited.

Sec. 38-23. Nuisance.

A violation of this article is deemed by the town council to be a public nuisance.

Sec. 38-24. Violation of state laws.

The town council specifically finds that a violation of this article presents a public nuisance for purposes of enforcement of F.S. § 403.413, and law enforcement officers charged with the enforcement of state and local laws within the town shall strictly enforce F.S. § 403.413.

Sec. 38-25. Enforcement.

This chapter article shall be enforced as follows:

- (1) ~~Law enforcement officers are authorized to enforce this article.~~
- (2) ~~In addition to penalties resulting from a violation of F.S. § 403.413, the fines for violations of this article by drivers of vehicles of waste materials disposed in violation of this article shall be:~~

First Offense	Second Offense	Third Offense	All Additional Offenses
\$100.00 <u>\$250.00</u>	\$250.00	\$400.00	\$500.00

- (3) ~~The town may also file charges for any offense in a court with jurisdiction, in which case the penalty shall be a fine of \$500.00, imprisonment not to exceed 60 days, or both, for each violation of this article. The town shall recover its costs of prosecution, including attorneys' fees, filing fees, and personnel costs for law enforcement and town employees.~~
- (4) ~~To the extent authorized by law, the town administration is authorized to use the town's code enforcement process to enforce violations of this article where a law enforcement officer has not otherwise issued violations of F.S. § 403.413, or of this article. In such instances, the fine shall be the maximum permitted by law. The town shall recover its costs of prosecution, including attorneys' fees, filing fees, and personnel costs for law enforcement and town employees.~~
- (1) Any violation of this chapter shall be subject to enforcement pursuant to Chapters 14 and 30 of this Code, as well as any other legal action available to the town including but not limited to injunctive relief.
- (52) Each day a violation remains constitutes a separate violation of this article.
- (63) The town manager ~~shall~~ may report any violation of this article to state, county, and other regulatory agencies which he deems appropriate and request review by such agencies for any additional violations of local, state or federal laws and regulations.

Secs. 38-26—38-53. Reserved.

Section 4. The Town of Loxahatchee Groves hereby amends Article III, Collection of Waste; Franchises and Registration of Contractors Authorized, of Chapter 38, Solid Waste, Loxahatchee Groves Code of Ordinances, as follows:

ARTICLE III. COLLECTION OF WASTE; FRANCHISES AND ~~REGISTRATION OF CONTRACTORS~~ RECOVERED MATERIAL DEALERS AUTHORIZED

Sec. 38-54. ~~Definitions.~~ Reserved.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Biomedical or biohazardous waste: As defined by F.S. § 403.703(2), as may be amended.

Biological waste: As defined by F.S. § 403.703(3), as may be amended.

Bulk waste: Any non-vegetative item which cannot be containerized, bagged, or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bath tubs, water heaters, sinks, bicycles, and other similar domestic appliances or household goods. There shall be no weight limit for any item of bulk waste. No commercial or non-passenger tires and only two, on an annual basis, passenger car tires are permitted to be placed as bulk pickup. The term "bulk waste" may be used interchangeably with the term "bulk trash."

Business days: Monday through Saturday, except for holidays.

Cart: A curbside container meeting the town's specifications intended for collection via automated or semi-automated means to be supplied by the contractor to households receiving curbside residential solid waste collection service.

Collection: The process whereby solid waste, garbage, trash, bulk trash, vegetative waste or recovered material is gathered and transported to a designated facility.

Commercial recycling collection service: The dual stream recycling collection of recovered materials by the contractor for entities within the service area that are not serviced by residential recycling collection service.

Commercial solid waste: Shall include solid waste that is not residential solid waste.

Commercial solid waste collection service: The collection of commercial solid waste within the service area. Such service includes both containers and compactors, but does not include roll-off collection services.

Compactor: Any container which has compaction mechanism(s), whether stationary or mobile, all inclusive.

Construction and demolition debris (C&D): Materials generally considered to be not water soluble and which are nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project. Mixing of a de minimis amount of waste other than C&D from the construction site will not automatically cause it to be classified as other than C&D.

Container: Includes any container designed or intended to be mechanically dumped into a loader packer type truck or recycling vehicle. All containers must be of the specifications as designated by the town manager, in writing.

Contractor: A person or entity that has entered into an agreement with the town to provide solid waste and recycling collection services for the town.

Dwelling unit: Any type of structure or building unit intended for or capable of being utilized for residential living other than a licensed hotel or motel unit.

Garbage: All putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities, but shall not include vegetative waste or special waste.

~~*Hazardous waste:* A hazardous waste as identified by the State of Florida Department of Environmental Regulation in Florida Administrative Code 17-730, as may be amended, or the United States Environmental Protection Agency pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., and implementing regulations, as may be amended.~~

~~*Household hazardous waste (HHW):* Solid waste as defined by the State of Florida Department of Environmental Regulation as a hazardous waste in the State of Florida Administrative Code, or by any future legislative action or by federal, state or local law.~~

~~*Land clearing:* The removal of vegetation for the purpose of improving real property through remodeling, new construction or agricultural use. Land clearing shall include, but is not limited to, trees, brush, dirt, rocks or similar obstructions/materials being removed from a parcel of assessed residential land using mechanical devices such as a bobcat, backhoe, front end loader, tractor, bulldozer, etc. Removal refers to the physical action of the equipment digging, scraping, bulldozing, and/or pulling debris from the ground. Transporting legally cut vegetation to the curb using a mechanical device does not constitute land clearing. A chainsaw is not to be considered a mechanical device in the removal process.~~

~~*Pyrolysis:* A process through which post-use polymers are heated in the absence of oxygen until melted and thermally decomposed, and then cooled, condensed, and converted to any of the following:~~

- ~~(1) Crude oil, diesel, gasoline, home heating oil, or another fuel.~~
- ~~(2) Feedstocks.~~
- ~~(3) Diesel and gasoline blend stocks.~~
- ~~(4) Chemicals, waxes, or lubricants.~~
- ~~(5) Other raw materials or intermediate or final products.~~

~~*Pyrolysis facility:* A facility that receives, separates, stores, and converts post-use polymers, using gasification or pyrolysis.~~

~~*Recovered materials:* Metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the waste stream for sale, use, or reuse as raw materials, but the term does not include materials destined for any use that constitutes disposal. Recovered materials as described above are not solid waste. Recovered materials do not include any material or substance that does not fit within one of the six categories described in this definition (metal, paper, glass, plastic, textile or rubber). Among other things, unsorted construction and demolition debris is not a recovered material.~~

~~*Recyclable materials (recyclables):* Those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste.~~

~~*Recycling cart:* A container intended for recyclables collection with a 95 gallons capacity on wheels for rolling, with a non-removable hinged lid, suited to automatic dumping equipment provided by the contractor's collection vehicles and containing not over 250 pounds.~~

~~*Recycling container:* shall mean a rigid container made of plastic or other suitable substance or a paper bag that is used for the storage of recovered materials.~~

~~*Residential recycling collection service:* The collection of recovered materials by the town or its contractor from all dwelling units in the service area that also receive residential solid waste collection service for solid waste, and other dwelling units as designated by the town, and the delivery of those recovered materials to an authority recovered materials processing facility or designated authority transfer station.~~

~~*Residential solid waste collection service:* Residential solid waste and vegetative waste collection service for all dwelling units from which garbage is collected at curbside or roadway and delivery to an authority designated disposal facility or transfer station.~~

~~*Residential user:* A person, including, but not limited to, owners, lessees, and sublessees utilizing a building, a portion thereof, specifically designed for and used for occupancy of that person. For the purposes of this agreement, residential user shall include users of single family, dwellings.~~

~~*Residue:* The portion of the recyclable materials stream accepted by the contractor that is not converted to recovered materials due to breakage and/or transportation or processing inefficiencies.~~

~~*Roll off collection service:* The collection of C&D only roll off containers, or the collection of C&D by other mechanical means, within temporary locations in the service area, limited to new construction sites and remodeling or refurbishment sites.~~

~~*Service area:* The corporate limits of the Town of Loxahatchee Groves, Florida for which the contractor has been granted this agreement.~~

~~*Sludge:* A solid or semi-solid, or liquid generated from any waste water treatment plant, water supply treatment plant, air pollution control facility, septic tank, grease trap, portable toilets and related operations, or any other such waste having similar characteristics or effects.~~

~~*Solid waste:* As defined by F.S. § 403.703(32), as may be amended, including garbage, rubbish, trash, and other discarded waste. Residential solid waste and commercial solid waste, but shall not include special waste, as defined in this agreement, or recovered materials. Solid waste shall mean bulk waste, garbage, rubbish, refuse, trash, vegetative waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations, but for the purpose of this agreement shall not include special waste.~~

~~*Solid waste authority disposal facility:* A place or places specifically managed or operated by the Solid Waste Authority of Palm Beach County or another facility if specifically designated in writing by the authority.~~

~~*Source separated:* Recovered materials that are separated from solid waste at the location where the recovered materials and solid waste are generated. The term does not require that various types of recovered materials be separated from each other and recognizes de minimis solid waste may be included in the recovered materials. Materials are not considered source separated when two or more types of recovered materials are deposited in combination with each other in a container located where the materials are generated and when such materials contain more than ten percent solid waste by volume or weight, in which case the materials are solid waste. The term "various types of recovered materials" means metals, paper, glass, plastic, textiles and rubber.~~

~~*Special services:* Any services requested or required by the customer which are in addition to or a change in, residential solid waste collection service or residential recycling collection service, as set out or similar to those listed in Exhibit I as may be amended from time to time.~~

~~*Special waste:* For the purposes of this agreement, special waste refers to wastes that can require special handling and management, including but not limited to, biohazardous waste, biological waste, hazardous waste, lead acid batteries, automobiles, boats, internal combustion engines, non-automobile tires, sludge, dead animals, livestock waste, septic tank waste. Special waste may also include items determined by the town manager to be reasonably unmanageable.~~

~~*Trash* shall mean all refuse accumulation of paper, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature other than garbage, which are usual to housekeeping and to the operation of stores, offices and other business places, but shall not include vegetative waste.~~

~~*Vegetative waste* shall mean any vegetative matter resulting from yard and landscaping maintenance by any party and shall include materials such as tree and shrub trimming materials, grass clippings, palm fronds, tree branches and similar other matter usually produced as refuse in the care of lawns, landscaping and yards. All items other than palm fronds, tree branches and Christmas trees such as grass clippings, leaves, pine needles, and similar small loose items must be bagged or containerized with each filled container weighing less than 50 pounds. Vegetative waste, except palm fronds, must be no more than six feet in length and no single item shall weigh more than 50 pounds, and shall be placed neatly at the edge of the road. Natural Christmas trees will be collected as vegetative waste and any section must not be more than eight feet in length or 50 pounds in weight.~~

Sec. 38-55. Franchise for collection of solid waste and residential recycling collection services.

- (a) The town may enter into ~~an exclusive~~ one or more franchises for the collection services, which may include any or all of commercial solid waste collection service, residential solid waste collection service, C&D debris collection service, livestock waste removal and/or hauling service, recycling collection service, vegetative waste collection service, and/or bulk waste collection service. ~~of solid waste and residential recyclable materials from all locations in the town to the extent not prohibited by state law or may enter into any number of franchises that the town determines is in the best interest of the town. The town may combine or separate collection services as needed for purposes of solicitation and entering into franchise agreements. The town may enter into any number of franchises that the town determines is in its best interest.~~
- (b) In the event that the town grants an exclusive franchise, or any number of franchises, all collection within the town shall be performed by the applicable franchisee(s). ~~contract, or a solid waste or recyclable materials collection entity is not granted a franchise by the town and has existing contracts within the town, then only existing contracts as of June 5, 2018, for solid waste collection services and residential and recyclable materials collection services are exempt until such time as the contract expires at which time the customer/property owner must use a solid waste collection entity that is franchised by the town.~~
- (c) The town council may require franchisees ~~businesses performing solid waste collection, disposal, and recycling services within the town~~ to pay a franchise fee to the town, in an amount determined by the town council, for the privilege of conducting and operating solid

~~waste collection, disposal, and recycling services on the public streets, roads, alleys, and other thoroughfares of the town. The franchise fee, as indicated below, shall be based on a percentage of the amount charged for solid waste collection, that is described in a franchise agreement between the town and a contractor franchisee. Any franchise fee required by the town council shall be paid to the town in a manner and an amount as set forth in a franchise agreement with the contractor franchisee.~~

Sec. 38-56. Collection to be by town or franchisee; subscriptions required.

- (a) ~~Each residential~~ The owner, or lessee, or other legal occupant of each property within the town each apartment owner and each owner-operator of a non-residential use shall subscribe to a regularly scheduled solid waste collection services or recyclable materials collection service as may be provided either by the town or by such private individual or concern as may be franchised by the town the town's franchisee, except as may be exempted by town ordinance or state law. Separate service is required for each residential dwelling unit or for each property, as applicable. The levels of necessary service shall be determined based upon the use of the property. Any collection services in addition to regularly scheduled collection services shall be scheduled through the town or the town's franchisee. Verification of adequate solid waste and recyclable collection services must be provided to the town upon the town's request. Determination of the type and adequacy of service based on the use of the property is in the sole discretion of the town.
- (b) No individual, corporation or other entity will be permitted to ~~collect solid waste or recyclable materials~~ provide collection services within the town either on a regularly scheduled basis or, alternatively, on a non-scheduled short-term, or temporary, basis unless such individual, corporation or other entity is properly franchised by the town, except as may be required or exempt by state law or town ordinance.

Sec. 38-57. Solid waste collection special assessments shall constitute a lien on improved real property.

All residential solid waste collection special assessments imposed against the owners of assessed dwelling units pursuant to this chapter shall constitute, and are hereby imposed as, liens against such real property as of January 1 of each year or as soon thereafter as the certified roll is received by the tax collector. Until fully paid and discharged or barred by law, the solid waste collection special assessments shall remain liens equal in rank and dignity with the lien of county ad valorem taxes and superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the real property involved. If any solid waste collection special assessment liens become delinquent by not being fully paid by April 1 following the year in which they are assessed, or immediately after 60 days have expired from the mailing of the original notice set forth by the uniform method, whichever is later, and remain delinquent, such liens shall be enforced by the tax collector in the same manner as any other special assessment lien of the town.

Sec. 38-58. Containers required.

~~Each dwelling unit shall be required to have a town approved garbage container. It shall be unlawful within the town for any person to place any solid waste or vegetative waste out for collection unless such solid waste or vegetative waste is in a container, if such container is required~~

and approved by the town council. ~~A garbage can may not be used if a container has been required and approved by town council.~~

- (a) Unless otherwise exempted by this article, Each each dwelling unit property within the town shall be required to have use a town approved garbage container for the collection service. It shall be unlawful within the town for any person to place any solid waste, C & D, livestock waste or vegetative waste recyclable material out for collection unless such solid waste, C & D, livestock waste or vegetative waste recyclable material is in a the required container, if such container is required and approved by the town council.
- (b) Residential sold waste must be placed in a garbage can, cart or other container, unless restricted by the town. If a cart has been approved by the town, no other container may be used. No property shall be issued more than two carts. If a property requires more than two carts due to the number of dwelling units or occupied recreational vehicles on the property, the property owner or legal occupant must subscribe to commercial collection service instead of residential collection service. A garbage can may not be used if a cart has been required and approved by town council.
- (c) Commercial solid waste must be placed in a dumpster, compactor, or other container authorized by the franchise agreement for collection. Commercial solid waste will not be collected in a roll-off container.
- (d) C & D debris must be placed in a roll-off container for collection, except as provided in section 38-61.
- (e) Livestock waste must be placed in a roll-off container for collection. Roll-off containers used for livestock waste must contain an attached lid or cover and be watertight at all times.
- (f) Recyclable materials must be placed in a recycling cart or recycling container for collection.
- (g) Bulk waste and vegetative waste are not required to be placed in a container for collection.

Sec. 38-59 Precollection procedures generally; Private Roads.

- (a) The placement of garbage any waste or recyclable materials, other than bulk waste or vegetative waste, in a loose and uncontained manner on the roadside, swale, other locations adjacent to the roadway, or in dumpster enclosures shall be strictly prohibited.
- (b) No person shall place for curbside collection any garbage, bulk waste, vegetative waste, or recyclable materials upon any property other than the property on which it was generated in the swale or area adjacent to and directly in front of the same property from which the garbage, bulk waste, vegetative waste, or recyclable materials, was generated or accumulated, unless a separate predetermined location has been approved by the town and the town's contractor franchisee.
- (c) All garbage containers waste and recyclable materials, when placed for curbside collection, shall be at ground level, not within the roadway, within the swale or any part of the front yard or side yard abutting the road right-of-way, clear of the roadway, and immediately accessible to collection crews.

- (d) No person shall place any ~~garbage containers, or any accumulation of garbage, bulk or vegetative waste or recyclable materials for collection~~ in any portion of a roadway, right-of-way or upon private property in any part of a front yard or a side yard abutting a right-of-way except during the time periods and in the locations as allowed by this article. ~~No person in possession of real property shall allow any garbage containers or roll out cart, or any accumulation of garbage, bulk waste or vegetative waste to remain in any portion of a roadway or right-of-way abutting his/her property to the centerline of the roadway or right-of-way, or in any part of the front yard or side yard abutting the roadway or right-of-way, except during the day scheduled for collection or as otherwise set forth in this article.~~
- (e) Private roads shall be fully accessible to the town's ~~contractor~~ franchisee and equipment in order for collections to be made by the town's ~~contractor~~ franchisee without delay.
- (f) ~~Unacceptable materials shall be stored and properly disposed of by the person responsible for their generation or accumulation.~~
- (g) ~~Hazardous wastes shall be stored and properly disposed of by the person responsible for their generation or accumulation.~~

Sec. 38-60. Hours when ~~garbage, etc.,~~ waste may be placed out for collection.

It shall be unlawful within the town for any person to place any ~~solid~~ waste or recyclable materials adjacent to the public road used for access to the property any earlier than 6:00 p.m. on the day before the scheduled ~~solid waste~~ collection day applicable to such person's property. It shall be unlawful within the town for any person to fail to remove from the public roadway used for access to the property or adjacent to such public roadway any container within 24 hours of the day following the scheduled ~~solid waste or recyclable materials~~ collection day applicable to such person's property. All ~~solid~~ waste and recyclable materials must be placed out for pick up no later than 7:00 a.m. on the day of the collection service.

Sec. 38-61. Construction and demolition debris (C & D).

~~Collection of construction and demolition debris may be made part of the town's exclusive franchise agreements for solid waste collection.~~

~~Construction and demolition debris originating prior to, during, or subsequent to the construction of new buildings, alterations or additions to existing buildings of whatsoever type or from demolition of existing structures will not be collected under the town's residential service. Removal of these construction and demolition debris is the responsibility of the building contractor or installer.~~

~~Construction and demolition debris resulting from minor homeowner repairs (residential do-it-yourself projects) which meet the requirements for trash collection must be bundled, bagged or boxed and will be collected at curbside. Discarded lumber pieces must be no longer than four feet without nails. Larger materials may be picked up by special request at an additional charge from the contractor.~~

(a) Except as provided in subsection 38-61(b), C & D shall be removed by the contractor or installer performing the construction or demolition activities or by the town's C & D franchisee in accordance with the C & D franchise agreement.

(b) Construction and demolition debris resulting from minor homeowner repairs (residential do-it-yourself projects) must be bundled, bagged or boxed and will be collected at curbside as part of residential solid waste service. To qualify for such curbside pickup, lumber pieces must be no longer than four feet and without nails.

Sec. 38-62. Registration of recovered material dealers.

- (a) A recovered materials dealer or pyrolysis facility must register with the town before engaging in business within the jurisdiction of the ~~local government~~ town. Such registration process is limited to requiring the dealer or pyrolysis facility to:
 - (1) Register its name, including the owner or operator of the dealer or pyrolysis facility, and, if the dealer or pyrolysis facility is a business entity, its general or limited partners, its corporate officers and directors;
 - (2) Its permanent place of business;
 - (3) Evidence of its certification under F.S. § 403.7046, and;
 - (4) A certification that the recovered materials or post-use polymers will be processed at a recovered materials processing facility or pyrolysis facility satisfying the requirements of F.S. § 403.7046.
- (b) The town shall charge the dealer or pyrolysis facility a registration fee commensurate with and no greater than the cost incurred by the local government in operating its registration program, as established by resolution by the town council. Registration program costs are limited to those costs associated with the activities described in this article.
- (c) The town's reporting or registration process with regard to recovered materials or post-use polymers is governed by F.S. § 403.7046 and rules of the Florida department of environmental protection or any successor agency performing a like function, adopted pursuant to F.S. § 403.7046.
- (d) The town may temporarily or permanently revoke the authority of a recovered materials dealer to do business within the town. If the town believes that the recovered materials dealer finds the recovered materials dealer has consistently and repeatedly violated state or local laws, rules, regulations, and the town's ordinances, it shall notice the recovered materials dealer of the charges and schedule a hearing before the town's special magistrate using the notice and hearing process of F.S. ch. 162.

Sec. 38-63. Recycling program.

- (a) ~~Residential collection~~ Collection.
 - (1) *Paper goods.* Paper goods placed out for collection as recyclable materials shall be segregated from all other solid waste material by all residential units not using containerized refuse service. It shall be in a container provided by the town's contractors and placed out for collection in recycling car or container according to a scheduled day established by the town along with all other solid waste or next to the container or garbage can used by such solid waste customers. Recyclable materials shall not be placed in plastic bags, and adequate precaution shall be made to prevent newspapers from being scattered by the elements.

- (2) *Clear glass and aluminum cans.* All clear glass and aluminum cans placed out for collection as recyclable materials shall be segregated from all other waste placed in the container provided for by the contractor of the town and placed out for collection in a recycling cart or container according to a scheduled day established by the town along with all other solid waste or next to the container or garbage can used by solid waste customers. No other waste besides clear glass and aluminum cans shall be placed in the container that is provided for by the town.
- (3) Recyclable materials will be collected by the town's franchisee in accordance with the franchise agreement for recycling collection services.
- (b) *Unauthorized collection.* It shall be a violation of this section for any person not authorized by the town to collect or remove any recyclable materials as provided for above which has been specifically placed for collection in any recycling container in any residential area of the town.

Sec. 38-64. Vegetative waste; community piles.

- (a) *Standard Residential Collection.* Vegetative waste shall be collected from residential areas subscribers as set forth in the franchise agreement between the town and its contractor franchisee for residential solid waste collection service and as approved by the contract administrator. Vegetative waste shall be placed in the swale or adjacent to the pavement or travel way of the road. No more than six cubic yards of vegetative waste shall be placed out for pickup at a time. All items other than palm fronds, tree branches and Christmas trees such as grass clippings, leaves, pine needles, and similar small loose items must be bagged or containerized with each filled container weighing less than 50 pounds. Vegetative waste, except palm fronds, must be no more than six feet in length and no single item shall weigh more than 50 pounds, and shall be placed neatly at the edge of the road. Natural Christmas trees will be collected as vegetative waste and any section must not be more than eight feet in length or 50 pounds in weight.
- ~~In the event of a dispute between the contractor and a customer as to what constitutes vegetative waste, the situation will be reviewed and decided by the town manager, whose decision shall be final.~~
- (b) *Community Piles.* The town may provide for the establishment of one or more community piles that may be used by more than one property owner for residential vegetative waste as approved by the town. Vegetative waste shall be collected from community piles as a separate service and in accordance with the franchise agreement between the town and its franchisee for collection from community pile sites.
- (b c) *Commercial Collection.* Vegetative waste shall be collected from commercial subscribers as set forth in the franchise agreement between the town and its franchisee for commercial solid waste collection service.
- ~~(b) Vegetative waste may not be placed adjacent to the pavement or travel way of the road at time periods or at locations outside of those allowed by this article. In the event this occurs, the town's contractor may collect the vegetative waste and charge a fee as set forth in the franchise agreement with the contractor if requested by the customer.~~

Sec. 38-65. Bulk ~~trash~~ waste.

- (a) It shall be unlawful for any person to leave outside any building in a place accessible to children any appliance, refrigerator or container with any doors, lids or closures of any type in place. This prohibition shall not apply to any appliance, refrigerator or container at a commercial establishment which has been placed on or adjacent to the rear of the building and is crated, strapped or locked to an extent that it is impossible for a child to obtain access to any compartment thereof.
- (b) ~~If bulk trash is placed adjacent to the pavement or travel way of the street/alley at time periods or at locations outside of those allowed by this article, the town's contractor may collect the bulk trash and charge a fee as set forth in the franchise agreement with the contractor if requested by the customer.~~ Bulk waste shall be collected in accordance with the franchise agreement between the town and its franchisee for residential or commercial solid waste collection service, as applicable.

Sec. 38-66. ~~Interim rates for new structures.~~ Reserved.

~~The town shall have the ability to charge property owners, who receive a certificate of occupancy after the solid waste collection services non ad valorem assessment roll has been provided to the tax collector, on a pro-rata basis, as part of the fee for the granting of the certificate of occupancy or final permit.~~

Sec. 38-67. ~~Community piles.~~ Reserved.

~~The town may provide for the establishment of vegetative piles that may be used by more than one property owner for residential vegetative waste as approved by the town and its contractor.~~

Sec. 38-68. Livestock waste.

- (a) Livestock waste will be collected as a separate service by the town's livestock waste franchisee in accordance with the livestock waste franchise agreement.
- (b) No other waste shall be placed or stored in the livestock waste collection container. Any waste, other than livestock waste, placed or stored in the livestock waste collection container must be removed by the property owner, lessee, or other legal occupant of the property prior to collection of the livestock waste by the franchisee. The franchisee will not collect a livestock waste collection container that contains other waste.

Sec. 38-69. Special waste.

Special waste that is not collected by the town or its franchisee(s) shall be properly stored and disposed of by the person responsible for its generation or accumulation or by subscription to special services.

Section 5. Conflict. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

Section 6. Severability. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 7. Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, that the Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 8. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

[Remainder of the page intentionally blank.]

Council Member _____ offered the foregoing ordinance. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS __ DAY OF _____, 2025.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	☐	☐	☐
MARGARET HERZOG, VICE MAYOR	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐
LISA EL-RAMEY, COUNCIL MEMBER	☐	☐	☐
PAUL COLEMAN II, COUNCIL MEMBER	☐	☐	☐

Council Member _____ offered the foregoing ordinance. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ____ DAY OF _____, 2025.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	☐	☐	☐
MARGARET HERZOG, VICE MAYOR	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐
LISA EL-RAMEY, COUNCIL MEMBER	☐	☐	☐
PAUL COLEMAN II, COUNCIL MEMBER	☐	☐	☐

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 Phillis Maniglia, Seat 1

Councilmember Lisa El-Ramey, Seat 2

Councilmember Paul Coleman II, Seat 4



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: May 6, 2025

SUBJECT: Discussion on Livestock Waste Non-Exclusive Franchise Program to Replace Registration Program as Required by FS 163.3205

Background:

This agenda item is being brought forward to comply with state law and clarify the Town's regulatory path forward due to recent changes in state law that require a transition from permit-based systems to franchise agreements.

It is important to note that *this is not a pilot program for a livestock waste transfer station*, nor does it modify any existing Town ordinances or codes. The proposed non-exclusive franchise agreement—authorized under the Town's existing solid waste regulations for special waste—is designed solely to replace the Town's prior permit and registration system. This change is necessitated by the state's preemption of municipal authority to issue permits or charge fees for livestock waste haulers under Section 163.3205, Florida Statutes. The franchise approach allows the Town to retain control and oversight while remaining in compliance with the law.

The timeline below summarizes the key regulatory actions taken by the Town concerning the oversight of livestock waste haulers and receiver sites:

- 2006:** The Town of Loxahatchee Groves was incorporated and its Charter adopted, granting general police powers and the authority to regulate solid waste, health, safety, and land use.
- 2010:** The Town began issuing administrative permits to livestock waste haulers, marking the informal start of oversight.
- 2012:** Ordinance 2012-12 was adopted to regulate livestock waste receiver sites. Section 3 granted the Town Manager the authority to approve receiver properties based on parcel size, agricultural use, and site conditions. The ordinance ensures that only compatible properties—not vacant or noncompliant parcels—may receive waste.



155 F Road Loxahatchee Groves, FL 33470

- 2014:** Ordinance 2014-03 established the Town's full Manure Permit system, requiring permits for both haulers and receiver properties. It created operational standards, required documentation, and annual renewals.
- 2021:** The Florida Legislature passed F.S. 163.3205, preempting local governments from requiring permits, registrations, or fees from waste haulers, effective July 1, 2021.
- 2023:** A statutory extension was granted allowing towns with existing permit systems to continue regulation until July 1, 2025.
- 2025:** The Town is developing a Franchise Program with a standard agreement and application materials to preserve regulatory authority and comply with state law and anticipate bringing this forward for Council approval at the June 3, 2025 meeting in order to preserve the Town's ability to regulate livestock waste haulers.

Recommendation:

Discussion and direction from Council to bring Resolution No. 2025-28 forward at the June 3rd Council meeting for adoption and approval along with 2nd Reading of Ordinance No. 2025-02 Amending Chapter 38 "Solid Waste" of the Town's Code of Ordinances.

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

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407-1950
561-686-8700 Telephone / 561-686-8764 Facsimile
www.torcivialaw.com

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

*FLORIDA BAR BOARD CERTIFIED
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

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

April 15, 2025

VIA ELECTRONIC MAIL ONLY

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

RE: Charter Amendments

Dear Town Council:

This letter memorandum addresses the Town Council's interest to amend its Charter to adjust the election cycle for councilmembers to avoid annual elections, as well as other proposed amendments regarding borrowing authority, the Town Attorney's contract approval authority, and councilmember salaries. Below, I outline the process for charter amendments, and clarify legal requirements.

I. Charter Review Committee

To thoroughly evaluate potential charter amendments, the Town Council may wish to establish a Charter Review Committee. Pursuant to the Charter, the formation of such a committee requires the adoption of a resolution by the Town Council. A draft resolution is attached for your review and consideration. Additionally, a separate resolution will be required to appoint committee members.

Upon establishing the committee, the Town Council should provide clear guidance on the scope of the committee's review, including specific areas of focus (e.g., election cycles, borrowing authority), realistic expectations, and a deadline for submitting recommendations. I recommend a deadline of July 2025 to allow sufficient time for subsequent steps in the process.

II. Charter Amendment Process

Pursuant to Section 166.031, Florida Statutes, charter amendments must be proposed by ordinance, approved by the Town Council after two public readings, and submitted to the voters for approval through referendum at a general or special election. The key steps are as follows:

1. **Council Review and Ordinance Preparation:** Following the Charter Review Committee's recommendations, the Town Council may direct the Town Attorney or Town Staff to draft ordinances for each proposed amendment. Each ordinance must include specific ballot language for the referendum, as required by Section 166.031(1), Florida Statutes.
2. **Public Readings:** The Town Council must conduct two public readings of each ordinance. To meet deadlines for the March 2026 general election, I recommend the first reading occur at the September 2025 Town Council meeting and the second reading at the October meeting.
3. **Notification to Supervisor of Elections:** Following the adoption of the ordinance(s), the Town Clerk must notify the Supervisor of Elections by late November 2025 to ensure inclusion on the March 2026 ballot.
4. **Voter Approval:** A majority vote at the March 2026 election is required to approve each proposed amendment as required by Section 166.031(1), Florida Statute.
5. **Post-Approval Actions:** Upon voter approval, the Town Charter must be updated, and the amended charter filed with the Florida Department of State as mandated by Section 166.031(3), Florida Statute.

III. Proposed Charter Amendments

A. Election Cycles

The Town Charter currently provides for five councilmembers serving three-year terms, with terms expiring as follows:

- Seat 1 – expires March 2027 (currently held by Phillis Maniglia)
- Seat 2 – expires March 2028 (currently held by Lisa El-Ramey)
- Seat 3 – expires March 2027 (currently held by Anita Kane)
- Seat 4 – expires March 2028 (currently held by Paul Coleman II)
- Seat 5 – expires March 2026 (currently held by Marg Herzog)

This current structure results in an election each year, which the Council seeks to avoid.

The current language in the Charter concerning election terms and cycles reads as follows:

- Section 3. – Election and terms of Office.
 - (1)Term of office and term limits.
 - (a) Each council member shall be elected at large for a 3-year term by the electors of the town in the manner provided herein. Council members shall be sworn into office at the first regularly scheduled meeting following their election. Each council member shall remain in office until his or her successor is elected and assumes the duties of the position.
 - (b)Term limit.
 - 1. Individual council members shall be prohibited from holding office for more than two (2) consecutive terms. This term limit shall commence with terms beginning with the March 2020 municipal election. The term "holding office" shall be defined as serving as a council member. The term "consecutive terms" shall not include any time served as a result of an appointment or having been elected to a partial term to fill a vacancy.
 - 2. A person who has served the maximum amount of consecutive terms allowed by this charter as a council member shall not assume office again until a regular election cycle has expired following the completion of his/her last term of office. The resignation from, or forfeiture of, the office of a council member during any part of the three (3) year elective term shall be deemed to constitute a full and complete term under this section.
- Section 7. – Elections.
 - (3) Election dates. A special election shall be held on the second Tuesday in March 2007, and regular elections shall be held on the second Tuesday in March of each election year, provided as follows:
 - (a) For the two council member seats that received the highest number of votes in the March 2007 election, the next election to fill the council member seats shall be held on the second Tuesday in March after the first Monday in March in 2010, and every 3 years thereafter.
 - (b) For the two council member seats that received the next highest number of votes in the March 2007 election, the next election to fill the council member seats shall be held on the second Tuesday in March after the first Monday in March in 2009, and every 3 years thereafter.
 - (c) For the remaining council member seat, the next election to fill the council member seat shall be held on the second Tuesday in March after the first Monday in March in 2008, and every 3 years thereafter.(d)Such town elections shall be general town elections.

B. Borrowing Power

The Town Manager proposes amending the Town Charter to change the repayment term for certain types of borrowing from a repayment term of 36 months to a repayment term that is consistent with the life cycle of the project or asset at issue. A similar proposal was presented to the Town Council in 2022. It was ultimately rejected. The draft ordinance incorporating that proposal is attached.

The current language in the Charter concerning the Town's borrowing power reads as follows:

- Section 6. – Budget and appropriations:
 - (6) Revenue bonds; lease-purchase contracts. Unless authorized by the electors of the town at a duly held referendum election, the council shall not authorize or allow to be authorized the issuance of revenue bonds or enter into lease-purchase contracts or any other unfunded multiyear contracts for the purchase of real property or the construction of any capital improvement, the repayment of which extends in excess of 36 months, unless mandated by state or federal governing agencies.

C. Town Attorney's Contract Execution Authority

The Town Manager proposes removing the requirement that the Town Attorney approve all contracts. The current language in the Charter concerning the approval of contracts reads as follows:

- Section 4. – Administrative.
 - (4)(d)3. Approve all contracts, bonds, and other instruments in which the town is concerned and shall endorse on each his or her approval of the form and correctness thereof. No contract with the town shall take effect until his or her approval is so endorsed thereon.

As Town Attorney, I respectfully note that the current requirement ensures legal oversight and protects the Town's interests. Removing it could increase legal risks. The Town Council should weigh the benefits and risks of the proposed amendment.

D. Councilmember Salary Increase

The Charter permits the Town Council to increase councilmember salaries by a supermajority vote, without requiring a charter amendment. The current language in the Charter concerning salary increases for Councilmembers reads as follows:

- Section 4. – Administrative.

Town Council
Town of Loxahatchee Groves
April 15, 2025
Page 5

- (4)(e)2. The town council, by not fewer than four affirmative votes, may elect to provide for compensation and any increase in such compensation by ordinance. However, no such ordinance establishing or increasing compensation shall take effect until the date of commencement of the terms of council members elected at the next regular election which follows the adoption of such ordinance.

At the Town Council's direction, the Town Attorney or Town Staff can prepare an ordinance to effectuate a salary increase, which would follow the standard ordinance adoption process for the Councilmembers.

I am available to discuss these matters at your convenience or during the next Town Council meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read "Glen Torcivia".

Glen Torcivia
Enclosures

cc: Francine Ramaglia, Town Manager
Valerie Oakes, Town Clerk

ORDINANCE NO. 2022-____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE TOWN OF LOXAHATCHEE GROVES TO BE HELD ON _____, AS TO WHETHER THE TOWN OF LOXAHATCHEE GROVES CHARTER SHALL BE AMENDED IN THE FOLLOWING RESPECT: AMEND PARAGRAPH (6) OF SECTION 6 “BUDGET AND APPROPRIATIONS” OF THE CHARTER TO PROVIDE FOR A CHANGE IN THE REPAYMENT TERM FOR CERTAIN TYPES OF BORROWING FROM A REPAYMENT TERM OF THIRTY SIX (36) MONTHS TO A REPAYMENT TERM THAT IS CONSISTENT WITH THE LIFE-CYCLE OF THE PROJECT OR ASSET; AND PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves, is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, Paragraph (6) of Section 6 of the Town Charter provides that approval by referendum is required for certain borrowing where repayment is in excess of thirty six (36) months; and

WHEREAS, amending paragraph (6) of Section 6 of the Town Charter to change the requirement for approval of debt by referendum from a repayment in excess of thirty six (36) months to a repayment that is consistent with the life-cycle of the project or asset will enable the Town Council to authorize borrowing where the repayment terms do not exceed the life-cycle of the project or asset without a referendum; provided that this change would not affect any referendum required by state law or state or federal agencies; and

WHEREAS, the life-cycle of a project or asset is identified using industry standards and is utilized by the lending institution in determining the longevity of debt service available to fund that project or asset; and

WHEREAS, the Town Council has determined that a provision of the Town Charter should be amended; and

WHEREAS, the Town Council has further determined that the Town of Loxahatchee Groves electors should determine whether the Town Charter should be amended as provided in this Ordinance; and

WHEREAS, it is necessary and essential to call and hold a referendum submitting the issue of whether the Town of Loxahatchee Groves Charter shall be amended as provided in this Ordinance.

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

Section 1. The foregoing recitals are hereby fully incorporated herein by reference as true and correct and as the legislative findings of the Town Council.

Section 2: That a referendum is hereby ordered to be held in the Town on the ____ day of _____ 202__, to determine whether or not the Town of Loxahatchee Groves Charter shall be amended to amend Paragraph (6) of Section 6. – Budget and appropriations to read as follows:

(6) *Revenue bonds; lease-purchase contracts.* Unless authorized by the electors of the town at a duly held referendum election, the council shall not authorize or allow to be authorized the issuance of revenue bonds or enter into lease-purchase contracts or any other unfunded multiyear contracts for the purchase of real property or the construction of any capital improvement, the repayment of which extends in excess of the life-cycle of the project or asset ~~36 months~~, unless mandated by state or federal governing agencies.

Section 3: The form of the ballot for the Charter amendment provided for herein shall be as follows:

AMENDING REFERENDUM REQUIREMENT FOR THE TOWN'S
ISSUANCE OF CERTAIN TYPES OF DEBT

The present Charter requires referendum approval for revenue bonds, lease purchase contracts, or any other unfunded multiyear contracts to purchase real property or construct capital improvements where the repayment term exceeds

thirty six (36) months. Should the Charter be amended to change the referendum requirement for such debt where the repayment term exceeds the life-cycle of the project or asset, provided that a referendum would still be required if required by law, or state or federal agencies?

Yes ☐

No ☐

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the amendment set forth in Section 2 of this Ordinance shall become and be made part of the Charter of the Town of Loxahatchee Groves, Florida.

Section 7. Effective Date. This Ordinance shall be effective immediately upon adoption at second reading. The amendment of the Charter as set forth in Section 2 of this Ordinance shall be effective upon approval by the electorate of the Town at the election on _____, 202__.

Council Member _____ offered the foregoing ordinance. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS __DAY OF ____, 2022.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
MARGARET HERZOG, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐

MARIANNE MILES, COUNCILMEMBER

☐ ☐ ☐

Council Member _____ offered the foregoing ordinance. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ____ DAY OF _____, 2022.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
LAURA DANOWSKI, VICE MAYOR	☐	☐	☐
MARGARET HERZOG, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐
MARIANNE MILES, COUNCIL MEMBER	☐	☐	☐

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor Robert Shorr

Lakisha Q. Burch, Town Clerk

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Council Member Margaret Herzog

Office of the Town Attorney

Council Member Phillis Maniglia

Council Member Marianne Miles

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2025-__

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.

WHEREAS, the Town Council of the Town of Loxahatchee Groves (“Town Council”) deems it advisable that a study and review of the existing town charter be conducted. The committee shall make a study of such portions of the town charter as it determines or as shall be brought to its attention by the Town Council or the Town Manager as being ambiguous, unclear or not in the best interests of efficient economical operation of the Town of Loxahatchee Groves (“Town”) and shall make recommendations for revision of or amendments to the charter as may appear necessary to assure the residents of the Town that the charter will be responsive to their interests and for the purpose of determining the advisability of amending any part or all of said charter in accordance with the provisions of controlling legal authority; and

WHEREAS, a Charter Review Committee was convened in 2019 resulting in amendments to the Town’s Charter; and

WHEREAS, the Town Council deems it appropriate and for a public purpose to create a Charter Review Committee at this time to review and study the existing charter with said Charter Review Committee submitting recommendations to the Town Council for approval.

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

Section 1. A Charter Review Committee is hereby created, consisting of between 9 and 15 total members to be appointed by the Town Council to serve in an advisory capacity as follows:

- (a) Each Councilmember shall select up to three (3) members who are not members of the Town Council; and
- (b) Each member shall be a resident of the Town.

Section 2. The Charter Review Committee shall review and study the existing town charter and possible amendments or revisions thereto and make written recommendations to the Town Council as to suggested amendment or revision of the town charter. The Charter Review Committee shall function as an advisory body to the Town Council.

Section 3. The Town Council, upon receipt of the findings and recommendations of the Charter Review Committee, shall review same and determine whether the existing charter should be amended or revised. The Town Council may cause to be prepared such ordinance or ordinances as it may deem advisable to amend or revise the existing town charter in the manner as provided by law.

Section 4. The Town Manager may from time-to-time exercise her authority to make expenditures for the Charter Review Committee in the performance of its duties as provided in this Resolution.

Section 5. Upon appointment of members to the Charter Review Committee, the Town Council shall direct staff to establish a time, date, and place for the first meeting of the Committee. At the first meeting of the Committee, the Committee shall select a chairperson and vice chairperson. The vice chairperson shall assume the duties of the chairperson in the absence of the chairperson. Any vacancy created by the incapacity, resignation or otherwise of a board member shall be filled at the next regular or special meeting of the Town Council by the Councilmember who originally appointed the member.

Section 6. The Charter Review Committee shall hold those public meetings it deems necessary and receive input from the public concerning the advisability of amending the town charter.

Section 7. All meetings of the Charter Review Committee shall be noticed and open to the public. The Committee shall have minutes of each meeting taken. A majority of the Committee shall constitute a quorum.

Section 8. The Town Manager, Town Attorney and Town Clerk are hereby directed to support the Charter Review Committee in its organization and in considering, formulating and making findings and recommendations.

Section 9. This Resolution shall take effect immediately upon adoption. Upon

consideration and acceptance of the findings and recommendations of the Charter Review Committee by the Town Council, the Committee shall be deemed disbanded and the Committee's existence shall terminate.

Councilmember _____ offered the foregoing resolution. Councilmember seconded the motion, and upon being put to a vote, the Resolution is hereby:

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF _____ 2025.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Voted:
Councilmember Phillis Maniglia, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council, Town of Loxahatchee Groves

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

DATE: May 6, 2025

SUBJECT: Discussion of Proposed Ordinance Updates to the Unified Land Development Code

Background:

This ordinance includes housekeeping updates to clarify, clean up, and modernize the Town's development rules (ULDC). These changes clarify regulations and provide for better organization and improved consistency of enforcement of the ULDC. A number of these provisions have been discussed previously and modifications directed by Council. The primary revisions for discussion are summarized as follows:

Voting Rules: Simple majority needed to amend the ULDC. This change is significant but necessary in order to move forward and update the code to meet the needs of the community. Necessitating a super majority gives undue power to the minority and can result in an ordinance that lacks consistency or clarity, because of the compromises necessary for its passage. Furthermore, the supermajority requirement presumes the existing ULDC provisions are more perfect than they actually are.

Code Interpretation & Enforcement: Clarifies Town Manager is interpreter of the Code. This is implicit in the current code, yet we believe it should be clearly stated.

Updated Definitions: Revises definition of self-storage facilities to ensure indoor-only access and no residential use.

Outdoor Storage Rules: Clarifies that storage of recreational vehicles is regulated by Article 92, so all RV regulations are in one place in the ULDC.

Outdated Sections Removed: Deletes section relating to non-conformity determinations which was internally inconsistent and misplaced the Town Council's role in the process. Eliminated historical legacy provisions.

Self-Storage Standards: Updates and clarifies regulations relating self-storage buildings and operations.

Road Standards: Clearly identifies what roadways are local roads.

Access Easements to landlocked parcels: Clarifies requirements and provides a requirement for turnaround of sufficient dimension to accommodate large vehicles such as fire and garbage trucks.

Street standards: Updates local roadway design standards.

Notice Requirements: Clarifies that applicants are responsible for mailing costs incurred by the Town in providing notice of hearings and who may be able to present evidence at a hearing. This does not limit the right of the public to comment on applications during a public hearing.

Vested Rights: Modifies the application requirements and process for property owners can apply for and appeal vested rights determinations.

These updates are suggested to make the code easier to read, implement and enforce; to remove unnecessary and/or outdate provisions; improve consistency with recent rules; and to facilitate application of the code fairly, timely and accurately.

We will provide the Town Council with a tally sheet for you to use to determine whether a topic should be heard by the ULDC Committee or should be heard directly by the Town Council.

Recommendation:

Staff is seeking direction on what Unified Land Development Code items should be heard by the ULDC Committee or directly by the Town Council.

	Code Item	Submit for ULDC Review	Do Not Submit for ULDC Review
1	Amend to add simple majority to amend the ULDC		
2	Amend to add Town Manager is interpreter of ULDC		
3	Revise Definitions – self storage facilities to ensure indoor access and no residential uses		
4	Amend Outdoor Storage to include regulation of RV storage in Article 92		
5	Delete non-conformity determinations		
6	Delete historical legacy provisions		
7	Update self-storage buildings and operations		
8	Identify which roadways are local		
9	Add regulations for access easements to landlocked parcels		
10	Update local roadway design standards		
11	Amend notice requirements to hold applicants responsible for mailing costs and who may present evidence during a public hearing		
12	Amend vested rights provisions to change application requirements and process for property owner to apply and appeal		
13	Adopt Rural Vista Guidelines		
14	Add of Agritourism Committee Recommendations		
15	Amend Tree Removal and add disbursement of mitigation funds		
16	Amend Landscaping regulations		
17	Revise Definitions – livestock, poultry, pigs, household pets		
18	Amend Commercial Zoning District Use Chart		
19	Update/Amend Accessory Use Dwellings and any state impacts		
20	Add Townwide Traffic & Rural Roadway Standards		
21	Amend Conditional Uses/Special Exception procedures		
22	Amend concurrency requirements		
23	Amend non-conforming lot regulations		
24	Define Essential Services		
25	Amend Building Height to 2 stories		
26	Amend notice requirements for events vs meetings		
27	Amend Administrative Site Plan Approvals		
28	Add Nuisance Abatement regulations		
29	Review density vs lot size		
30	Amend inconsistent use of terms such as “plot” vs “lot”		
31	Update driveways and parking regulations		
32	Clarify permitted uses in AG Zoning District		

NOTE: The items listed are not in a particular order.
The list is not comprehensive so items can be added.
If an item is a high priority, please note it.

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING SECTION 05-070 “TOWN COUNCIL TO AMEND ZONING REGULATIONS” TO ELIMINATE THE SUPER MAJORITY VOTE FOR AMENDMENTS TO THE UNIFIED LAND DEVELOPMENT CODE, SECTION 05-015 “ENFORCEMENT, INTERPRETATION, PURPOSE AND CONFLICT” CLARIFYING WHO IS THE INTERPRETER OF THE CODE, SECTION 05-110 “VIOLATION OF CODE OR DEVELOPMENT ORDER CONDITIONS” REGARDING VIOLATIONS OF THE UNIFIED LAND DEVELOPMENT CODE OR DEVELOPMENT ORDERS; SECTION 10-015 “DEFINITIONS” AMENDING THE DEFINITION FOR LIMITED ACCESS INDOOR SELF-STORAGE FACILITY; SUBSECTION 20-010(G) “OUTDOOR STORAGE” REGARDING STORAGE OF RECREATIONAL VEHICLES; DELETING SECTIONS 75-015 “DETERMINATION OF A NONCONFORMITY” AND 75-035 “HISTORICAL LEGACY USES AS OF OCTOBER 1, 2006” TO REMOVE UNNECESSARY PROCEDURES; AND AMENDING SECTION 80-075 “LIMITED ACCESS INDOOR SELF-STORAGE FACILITY” RELATING TO SUCH FACILITIES, SECTION 100-005 “LOCAL AND COLLECTOR ROADWAYS, GENERALLY”, SECTION 100-040 “PRIVATE INGRESS/EGRESS ARRANGEMENTS”, AND SECTION 100-045 “MINIMUM STANDARDS FOR PUBLIC AND PRIVATE STREETS” PROVIDING STANDARDS FOR LOCAL ROADWAYS AND PRIVATE INGRESS/EGRESS ARRANGEMENTS, SECTION 115-025 “MAIL NOTICES” TO ELIMINATE INCONSISTENCIES, AND ARTICLE 125 “VESTED RIGHTS DETERMINATIONS” TO PROVIDE ADDITIONAL REQUIREMENTS AND PROCEDURES FOR APPLICATIONS FOR VESTED RIGHTS DETERMINATIONS, ALL OF THE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant to the authority vested in Chapter 166, Florida Statutes, is authorized and empowered to adopt land development regulations within the Town; and

WHEREAS, the Town Council desires to make various updates to its Unified Land Development Code (“ULDC”); and

WHEREAS, the Town Council desires to eliminate the need for a super majority vote of Town Council to amend the provisions of the ULDC; and

WHEREAS, the Town Council desires to clarify the final interpreter of the ULDC and the compliance requirement and means of enforcement for violations of permits and development orders; and

WHEREAS, the Town Council desires to amend the definition of a limited access indoor self-storage facility; and

WHEREAS, The Town Council desires to revise regulations on outdoor storage of recreational vehicles in the residential zoning district to be consistent with recently adopted regulations regarding recreational vehicles; and

WHEREAS, the Town Council desires to remove provisions in the ULDC relating to determination of nonconformities and historical legacy uses in existence as of October 1, 2006; and

WHEREAS, the Town Council desires to revise the conditional use standards and criteria for limited access indoor self-storage facilities; and

WHEREAS, the Town Council desires to amend the standards for local roadways and private ingress/egress arrangements; and

WHEREAS, the Town Council desires to update requirements to eliminate inconsistencies regarding mail notices; and

WHEREAS, the Town Council desires to update requirements and procedures relating to vested rights determinations; and

WHEREAS, the Town Council determined that the enactment of this ordinance is for a proper municipal purpose and in the best interest of the residents of the Town.

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

Section 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

Section 2. Section 05-070 “Town Council to amend zoning regulations” of Article 05 “Administration and Legal Provisions” of Part I “Administration and Definitions” of the Unified Land Development Code is hereby amended as follows (words ~~stricken~~ are deletions; words underlined are additions):

Section 05-070. - Town Council to amend zoning regulations.

Whenever the public necessity, convenience, general welfare, or good planning and zoning practice requires, the Town Council may, by ordinance, amend, supplement, or change the regulations, district boundaries, or classifications of property, now or hereafter established by the ULDC or amendments hereto. ~~Any amendment to the ULDC shall require a super majority vote of four or more Council members.~~

Section 3. Section 05-015 “Enforcement, interpretation, purpose and conflict” of Article 05 “Administration and Legal Provisions” of Part I “Administration and Definitions” of the Unified Land Development Code is hereby amended as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 05-015. - Enforcement, interpretation, purpose and conflict.

- (A) The Town Manager and Town Council, as applicable, shall designate Town personnel and contractual agents of the Town, who shall have the authority to enforce the provisions of the ULDC.
- (B) Where it is found that any of the provisions of the ULDC are being violated, enforcement proceedings may be initiated against the real property owner, the tenant if applicable, and any other person violating the provisions of the ULDC as provided in the Town of Loxahatchee Groves Code of Ordinances and as otherwise provided by law. Any enforcement procedure authorized by the Town of Loxahatchee Groves Code of Ordinances, county or state law, may be used to enforce the provisions of the ULDC. It shall be at the discretion of the Town Manager to determine which method of enforcement is appropriate and whether more than one method of enforcement should be brought, as provided by law.
- (C) In addition to enforcement by the Town Manager, the provisions of the ULDC may be enforced by the Town's law enforcement agency, as violations of a Town ordinance and as such shall be punishable as provided by law.
- (D) Further, the Town Council may authorize the Town Attorney to bring legal action in a court of competent jurisdiction.
- (E) Where the ULDC includes regulations on the same point as contained in any other law or ordinance, the provisions of the ULDC shall govern unless otherwise prohibited by law; except that where the regulations of the other law or ordinance are more restrictive than those of the ULDC, the other shall govern.
- (F) The Town Council is the final interpreter of the provisions of the ULDC. Where the provisions of the ULDC provide for an administrative decision, the Town Manager is the final administrative interpreter of the provisions of the ULDC.

Section 4. Section 05-110 “Violation of Code or development order conditions” of Article 05 “Administration and Legal Provisions” of Part I “Administration and Definitions” of the Unified Land Development Code is hereby confirmed and readopted as set forth in Ordinance No. 2022-04 and further amended as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 05-110. - Violation of Code or development order conditions.

- (A) An application for a development permit may be deferred, denied, or approved with appropriate conditions, when the property is in violation of the ULDC or in violation of a condition of a previously approved development order.
- (B) Compliance with approved permits, development orders, and conditions thereof is required.
- (C) Any violation of ~~any portion of the ULDC or any violation~~ or non-compliance with ~~any~~ an approved permit, development order or condition thereof placed on any permit or any approval given to any development or project by Town Council, a board or administratively shall be deemed is a violation of the Code this section and shall be subject to the Town's code enforcement process, set forth in Chapter 14 of the Code, as well as any other legal action available to the Town including but not limited to injunctive relief.

Section 5. The definition of "limited access indoor self-storage facility" in Section 10-015 "Definitions" of Article 10 "Definitions, Abbreviations, and Construction of Terms" of Part I "Administration and Definitions" of its Unified Land Development Code is hereby confirmed and readopted as set forth in Ordinance No. 2021-02 and further amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Limited access indoor self-storage facility. ~~Limited access indoor self-storage facility shall A~~ building that consists of individual, self-contained units that are leased for the storage of business, household, or other personal goods; ~~where the Self storage development shall consist of storage bays with~~ are accessed only from the interior corridors of the building. ~~A management office is an allowed accessory use. Any residential use is prohibited.~~

Section 6. Subsection (G) "Outdoor Storage" of Section 20-010 "General Provisions" of Article 20 "Residential Zoning Districts" of Part II "Zoning Districts" of its Unified Land Development Code is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

(G) *Outdoor storage.* Outdoor storage of merchandise and inventory, vehicles and equipment, refuse and other similar materials shall be subject to the following standards.

(1) *Generally.* All outdoor storage shall only be permitted when incidental to the use located on the premises or explicitly permitted as a primary use in [Section 20-015](#), "Permitted uses."

(2) *Location.* Outdoor storage of merchandise and inventory, vehicles and equipment, refuse or similar materials shall not be located in any required setbacks, easements, or rights-of-way, except as permitted below:

a. *Construction Vehicles, equipment and fill.* Construction Vehicles, equipment, and fill may be temporarily stored in required setbacks, easements, or rights-of-way during construction in easements or rights-of-way.

b. *Nursery plants and trees.* Nursery plants and trees may be permanently stored in all required setbacks.

(3) *Screening.* All outdoor storage shall not be visible from roadways or neighboring properties except as permitted below:

a. *Farm and land cultivation equipment.* Farm and land cultivation equipment necessary for conducting a permissible agricultural use does not need to be screened from view provided that the vehicles are operable for immediate use, located on the plot upon which they are used, and are registered to an owner or lessee of said plot.

b. *Equestrian transports.* Equestrian transports do not need to be screened from view provided that the aggregate capacity of equestrian transports does not exceed the number of stables or horses kept on the property, whichever is greater.

c. *Nursery plants and trees.* Nursery plants and trees do not need to be screened from view.

d. *Construction vehicles, equipment and fill.* Construction vehicles, equipment, and fill do not need to be screened from view provided that the related construction activity is permitted, continuous and on-going.

e. *Commercial and recreational vehicles.* A maximum of two commercial or recreational vehicles may be stored on a plot of land without screening, provided that the vehicles are routinely operated/maintained by a permanent, full-time resident of the property. Storage of recreational vehicles is subject to the restrictions and requirements in Article 92.

f. *Inactive vehicles and equipment.* Vehicles and equipment that are in need of repair may be stored on a plot of land without screening provided that the vehicle or equipment has not been in a disassembled state or incapable of immediate use for more than seven consecutive days.

(4) *Fluids.* Vehicles and equipment that have been disassembled or incapable of immediate use for more than 28 consecutive days shall have all of its fluids drained and properly disposed.

Section 7. Section 75-015 “Determination of a nonconformity” of Article 75 “Nonconforming Uses, Structures and Plots” of Part III “Supplemental Regulations” of the Unified Land Development Code is hereby deleted.

Section 8. Section 75-035 “Historical Legacy Uses as of October 1, 2006” of Article 75 “Nonconforming Uses, Structures and Plots” of Part III “Supplemental Regulations” of the Unified Land Development Code is hereby deleted.

Section 9. Section 80-075 “Limited access indoor self-storage facility” of Article 80 “Conditional Uses” of Part III “Supplemental Regulations” of the Unified Land Development Code is hereby confirmed and readopted as set forth in Ordinance No. 2021-02 and further amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 80-075. Limited access indoor self-storage facility.

~~Any Limited access indoor self-storage facility as defined in Article 10, "Definitions, Abbreviations, and Construction of Terms" shall be permitted in the Commercial Low (CL) zoning district~~ subject to a Category A Special Exception approval and compliance with the following conditional use standards and criteria:

- (A) ~~Use(s). A limited access indoor self-storage facility shall consist of storage bays with direct access only from the interior corridors of the building. A management office within the facility is an allowed~~ a permitted accessory use. Such office must have its own space designed for such purpose and shall not be located in one of the storage bays, hallways, or access areas.
- (B) *Locational requirement.*
- (1) A limited access indoor self-storage facility shall have direct frontage and vehicular access to Southern Boulevard or the frontage road along Southern Boulevard.
 - (2) There shall be a minimum separation of two miles between limited access (indoor) self-storage ~~facilities~~ developments.
- (C) *Site and building design.*
- (1) *Maximum site dimensions.* A limited access indoor self-storage facility site shall be limited to a maximum of 250-feet of street frontage along the Southern Boulevard right-of-way and 500 feet of depth from the Southern Boulevard right-of-way.
 - (2) *Architecture.* Architectural design shall comply with the Rural Vista Guidelines.
 - (3) *Building height.* Building height (excluding parapets and architectural or mechanical features) shall not exceed 35 feet from finished grade.
 - (4) *Maximum plot coverage.* Maximum plot coverage of all buildings and roofed structures shall not be more than 30 percent of the gross site area.
 - (5) *Maximum floor area.* Maximum floor area shall be determined with each application and regulated by applying the building height, maximum plot coverage and minimum pervious area, per subsections (3), (4), and ~~(5)~~ of this section to the subject property ~~provided that ULDC required~~ as well as the required minimum building setbacks, landscape buffers, minimum required parking, circulation and loading standards, and site infrastructure, including access, drainage and utilities requirements as set forth in the ULDC ~~can be complied with.~~
 - (6) *Minimum pervious area.* The minimum pervious area shall be 30 percent of the plot.
 - (7) *Lighting and security plan.* A lighting (photometric) plan and security plan shall be required and at least include details for the following:
 - a. 24-hour security cameras, alarm system, use of gates with keypads and security lighting.
 - b. Site lighting used to illuminate the site after dusk shall be designed and arranged to reflect away from adjacent properties and away from any street, and shall comply with ULDC Section 50-030, "Outdoor lighting."

- (8) *Signs.* One monument sign advertising the self-storage facility business may be erected on the plot frontage that abuts Southern Boulevard or the frontage road along Southern Boulevard ~~an arterial road right-of-way~~ and complies with ULDC Article 90 Section 90-035. Such signage shall observe the site sight distance triangle requirement of Article 105, "Sight Distance."
- (9) *Prohibited uses.*
- The storage of flammable, hazardous or explosive materials, goods or products ~~shall be prohibited~~.
 - On site caretakers or any residential use.
 - Operation of Bbusinesses ~~shall not operate~~ within self-storage facility storage bays ~~units~~.
 - Outdoor storage of vehicles, recreational vehicles, boats, merchandise, business, household or other personal goods ~~shall be prohibited~~.
- (10) ~~{Landscaping.}~~ Landscaping shall comply with ULDC Article 85 Landscaping, including incorporation of an incompatible use perimeter landscape buffer, per Section 85-060(B)(1) if the self-storage facility abuts, or is separated from an Agricultural Residential zoning district by a public or private road, street, right-of-way, or canal.

Section 10. Section 100-005 "Local and collector roadways, generally" of Article 100 "Access Standards and Subdivision" of Part IV "Parking and Loading, Access and Subdivision, Sight Distance" of the Unified Land Development Code is hereby confirmed and readopted as set forth in Ordinance No. 2021-07 and further amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 100-005. – Local ~~and collector~~ roadways, generally.

- Local roadways are those illustrated on Map TRN 2 Local Roads Classification Map or meeting the qualifications in Table TRN 1 Local Roads Functional Classification System of the Comprehensive Plan.
- The design of all local roadways ~~streets and collectors~~ shall preserve the unique, rural character of the Town and discourage non-resident traffic in residential areas. In part this shall be achieved by ensuring that all local roadways ~~and collectors~~ be constructed of a width, design, and materials deemed acceptable by the Town of Loxahatchee Groves Town Council.
- The maximum speed limit on all local roadways ~~streets and collectors~~ within the Town boundaries; ~~except Southern Boulevard, Okeechobee Boulevard, and Folsom Road;~~ is 25 miles per hour.

Section 11. Section 100-040 “Private ingress/egress arrangements” of Article 100 “Access Standards and Subdivision” of Part IV “Parking and Loading, Access and Subdivision, Sight Distance” of the Unified Land Development Code is hereby confirmed and readopted as set forth in Ordinance No. 2021-04 and further amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 100-040. - Private ingress/egress arrangements.

All individual and shared access to landlocked parcels shall meet the following requirements:

- (1) The ingress/egress easement shall provide for access by emergency vehicles and government officials, employees, or contractual service providers during the course of their official duties.
- (2) All property owners utilizing an individual or shared access easement shall enter into an agreement defining the rights and responsibilities of the parties in regards to the maintenance of the access easement and shall record such agreement in the Public Records of Palm Beach County, Florida.
- (3) The developer and property owner shall enter into, and shall record in the Public Records of Palm Beach County, Florida, a Declaration of Restrictive Covenants for ~~Private Roadways and Access~~ in a form approved by the Town Attorney, which shall run with the land and, at a minimum in part, meet the requirements of this section and indemnify and hold harmless the Town and its agents for the construction of an access easement, which is less than the access standards ~~easement~~ set forth in Section 100-045, "Minimum standards for public and private streets."
- (4) The permissibility of an ingress/egress arrangement pursuant to Section 100-035, "Access to development" is conditioned upon no further subdivision being possible that would require dedication and construction of a public or private street in lieu of an ingress/egress easement.
- (5) The address of all properties without direct, legal access to a public road shall be displayed at the public street entrance of the ingress/egress easement and again at the entrance to each property from the driveway.
- (6) ~~The Have a maximum length of an ingress/egress easement pursuant to Section 100-035, "Access to development" shall be one-quarter mile (1,320 feet) and comply with the requirements of pursuant to~~ Section 100-035, "Access to development".
- (7) Any ingress/egress arrangement that does not conclude as an intersection of another easement or a roadway shall provide a turnaround of adequate dimension, as determined by the Town Engineer, to allow for the successful maneuvering and redirection of large vehicles such as emergency service and refuse collection vehicles.

- (8) Private ingress/egress arrangements shall not provide ingress to and egress from areas within the Town from and to areas outside of the Town's corporate limits. Any ingress to and egress from areas within the Town from and to areas outside of the Town's corporate limits must be through a publicly dedicated street that meets the requirements of Section 100-045 and has been accepted by Town Council as a public street.

Section 12. Section 100-045 "Minimum standards for public and private streets" of Article 100 "Access Standards and Subdivision" of Part IV "Parking and Loading, Access and Subdivision, Sight Distance" of the Unified Land Development Code is hereby confirmed and readopted as set forth in Ordinance No. 2021-04 and further amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 100-045. – Minimum standards for public and private streets.

The design and construction of public and private streets shall be in accordance with acceptable engineering principles. The design and construction of required improvements shall, at a minimum, be in accordance with current Town standards, including those contained in this article. Should a developer elect to provide improvements of a type or design proposed to equal or exceed the minimum requirements, standards for design and construction of such improvements shall be submitted for approval and evaluated for adequacy on an individual basis by the Town Engineer.

- (A) *Local roadway design standards.* The design of all local roadways (public and private streets) shall be as follows:

- (1) *Volume.* Typical volume of local roadways shall be between zero and ~~2,000~~ 400 vehicles per day.
- (2) *Access.* Local roadways shall provide primary access to residential and agricultural properties and limited commercial development. Cut-through traffic is to be discouraged. Other than connecting to Okeechobee Boulevard, ~~or~~ Southern Boulevard, or Folsom Road, local roadways shall not provide access to or from areas outside the Town's corporate limits.
- (3) *Design speed.* Local roadways shall be designed for travel at a maximum speed of ~~30~~ 50 miles per hour.
- (4) *Required right-of-way dedication.* The minimum right-of-way dedication for all new local roadways shall be 30 feet, however, at the discretion of the Town Engineer, this minimum may be increased in order to provide sufficient drainage, canal maintenance, or to incorporate greenway(s) and multi-use trail(s). ~~implement the Loxahatchee Groves Master Roadway, Equestrian and Greenway Plan, 2009 (MREG, 2009).~~
- (5) *Construction of roadway.* ~~The entire width of the right-of-way shall be demucked before construction of the roadbed begins. No material of FDOT Class A-5, A-7 or A-8 shall be allowed. All material supporting the roadway and shoulders shall have a minimum load bearing ratio (LBR) of 40. The top 12 inches of the undisturbed soil shall be compacted to 100 percent of maximum dry density as per AASHTO T-99-C. Unless otherwise~~

~~approved by the Town Engineer, limerock or shellrock bases shall be at least six inches thick and shall have a minimum LBR of 100. Base material shall be compacted to a density of not less than 98 percent of maximum density as determined by AASHTO T-180. Roadway surface shall consist of at least a three-inch layer of open graded emulsified mix (OGEM) or a surface material of equivalent durability, as certified by an engineer. Roadway construction standards are established in the Town of Loxahatchee Groves Engineering Manual.~~

- (6) *On-street parking.* Parking on local roadways is prohibited.
- (7) *Traffic calming.* The Town Council shall have the authority to approve traffic calming devices.
- (8) *Turnaround.* Any local roadway that does not conclude as an intersection of another roadway shall provide a turnaround of adequate dimension, as determined by the Town Engineer, to allow for the successful maneuvering and redirection of large vehicles such as emergency service and refuse collection vehicles.
- (9) *Other.* A clear zone, a minimum of three (3) feet on each side of a roadway, is required. Where a clear zone cannot be provided due to proximity of a canal, a berm or guardrail shall be installed between the edge of pavement and the canal. Traffic signals, curbs, turn lanes, medians and sidewalks shall ~~not be provided unless specifically required~~ evaluated for requirement as directed by the Town Engineer.
- (10) ~~[Governed by District.] Standards for roadways under the jurisdiction of the Loxahatchee Groves Water Control District shall be governed by standards developed by the District.~~

Section 13. Section 115-025 “Mail notice” of Article 15 “Public Hearing Notices” of Part V “Development Review Procedures and Requirements” of the Unified Land Development Code is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Section 115-025. - Mail notices.

- (A) The owners of all lands located within the Town under consideration for approval of an application, and the owners of all lands within the Town lying within the distances prescribed by Section 115-10 (table), shall be notified by the Town of the application and of the first meeting at which the application will be considered. Such notices shall be sent U.S. Mail, postage-paid, to the persons shown upon the current tax rolls of Palm Beach County to be the respective owners unless there is actual knowledge of a subsequent property owner. Mail notification of subsequent public hearings is not required. The cost of all mail notices shall be paid to the Town by the applicant.
- (B) At minimum, mail notifications shall contain the following information:
 - (1) Explanation of the request;

- (2) Time, place and date of public hearing;
- (3) Phone number for information;
- (4) General location and address of the lands involved (if applicable);
- (5) That the application and supporting materials are available for inspection at Town Hall, specifying the Department and times the materials are available for review;
- (6) That persons may appear and be heard, subject to proper rules of conduct;
- (7) That written comments filed with the Town will be entered into the record;
- (8) That the hearing may be continued from time to time as necessary;
- (9) That any person who decides to appeal a decision made at the public hearing is advised they will need a record of proceedings and that accordingly, they may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based;
- (10) That persons with disabilities requiring accommodations in order to participate should contact the Town Clerk (provide phone number) at least 24 hours in advance of the public hearing to request such accommodation; and
- (11) Any other information required by law, noting that advertisements for comprehensive plan amendments and certain rezonings are specifically regulated by F.S. § 166.041, as may be amended from time to time.

(C) In addition to subsections (A) and (B), above, quasi-judicial hearing notices shall inform all ~~affected persons~~ recipients that they will be allowed to present evidence at the hearing and bring forth witnesses provided they meet the requirements of a party intervenor and submit a request to the Town to intervene as a party intervenor no less than five (5) working days prior to the hearing, as set forth in section 120-030. ~~notify and file the required forms available at the Town Clerk's Office.~~

Section 14. Article 125 “Vested Rights Determinations” of Part V “Development Review Procedures and Requirements” of the Unified Land Development Code is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

ARTICLE 125 – VESTED RIGHTS DETERMINATIONS

Sec. Section 125-005. Generally.

- (A) The Town Council recognizes that certain land development rights of property owners may be vested with respect to approved land uses, density or intensity of development and/or staging or phasing of development. Any person claiming vested rights to develop property shall make an application for a vested rights determination with the Town Manager. The application shall contain information sufficient to enable a determination to be made whether the land development right(s) is vested. The applicant shall submit any relevant supporting information, including development orders, development permits, contracts, letters, appraisals, reports, or any other documents upon which the application is based.

The applicant shall specifically identify in the application those provisions of the Comprehensive Plan or land development regulations the applicant believes should not apply because of vesting.

Sec. Section 125-010. Procedure.

- (A) The Town Manager shall review the application and any supporting documents and may consult with the Town Attorney's Office. If the application is determined to be incomplete, the applicant will be sent a written statement specifying the deficiencies. The Town Manager shall render a determination within ~~30~~ sixty (60) calendar days of receiving all information the Town Manager deems necessary to make the determination.
- (B) ~~If An applicant may appeal the determination of the Town Manager receives a notice of appeal from the applicant within 30 days of mailing the determination to the applicant by certified mail, the appeal shall be scheduled for a public hearing before the Town Council, which may uphold or reverse the Manager's determination pursuant to Article 145, "Administrative Appeals."~~
- (C) All vested rights determinations shall be based upon whether vested rights have been created pursuant to ~~the provisions set forth within this article~~, applicable statutes, or established case law, and shall consider whether any time limitation is applicable to such vested rights.
- (D) A vested rights determination may be suspended or revoked upon a showing by the Town that the determination was made based upon false, inaccurate, misleading or incomplete information submitted by the applicant. A vested rights determination shall not be revoked prior to a hearing being held by the Town Council. Notice of the revocation hearing shall be given at least thirty (30) calendar days prior to the hearing.

Sec. Section 125-015. - Standards for claims for vested rights, subject to changes in Florida law and applicable case law.

- (A) There was a valid, unexpired act of an agency of the Town upon which the applicant reasonably relied in good faith; and
- (B) The applicant, in reliance upon the valid, unexpired act of an agency of the Town, has made a substantial change in position or has incurred extensive obligations or expenses; and
- (C) It would be inequitable, unjust, or fundamentally unfair to destroy the rights acquired by the applicant.
- (D) The following are not considered development expenditures or obligations in and of themselves, without more, unless the applicant was unable to obtain further approvals because of extraordinary delays, beyond the applicant's control:
 - (1) Expenditures for legal and other professional services that are not related to the design or construction of improvements.

- (2) Taxes paid.
- (3) Expenditures for initial acquisition of land.

(E) The casual, temporary or illegal use of land or a structure, or part thereof, shall not be sufficient to create any vested rights in the continuance of such a use.

(F) It is recognized that there may be additional circumstances where some vested rights have arisen which are not specified above.

Section 15. Conflict. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

Section 16. Severability. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 17. Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Unified Land Development Code of the Town of Loxahatchee Groves, Florida, that the Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 18. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

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

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS __DAY OF ____, 202__.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	☐	☐	☐
MARGARET HERZOG, VICE MAYOR	☐	☐	☐
PHILLIS MANIGLIA, COUNCILMEMBER	☐	☐	☐
LISA EL-RAMEY, COUNCILMEMBER	☐	☐	☐
_____, COUNCILMEMBER	☐	☐	☐

Councilmember _____ offered the foregoing ordinance. Councilmember _____

_____ seconded the motion, and upon being put to a vote, the vote was as follows:

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN
LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS
____ DAY OF _____, 202__.**

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	☐	☐	☐
MARGARET HERZOG, VICE MAYOR	☐	☐	☐
PHILLIS MANIGLIA, COUNCILMEMBER	☐	☐	☐
LISA EL-RAMEY, COUNCILMEMBER	☐	☐	☐
_____, COUNCILMEMBER	☐	☐	☐

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Town Clerk

Mayor Anita Kane

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Councilmember Phillis Maniglia

Councilmember Lisa El-Ramey

Councilmember

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: May 6, 2025

SUBJECT: Discussion of Scheduling Council and Community Strategic Planning

Background:

At the April 1, 2025, Town Council Regular Meeting, Council received documents relating to strategic planning and unanimously voted to move the item to the May 6, 2025, regular meeting.

Staff is requesting that the Town Council provide their list of priorities to the Town Clerk and to set a date in June for a Strategic Planning session.

Recommendations:

Review, discuss, and provide direction to the Town's staff and set a date in June for a Strategic Planning session.



155 F Road Loxahatchee Groves, FL 33470

TO: Mayor and Councilmembers

FROM: Francine Ramaglia, Town Manager

VIA: Jeffrey Kurtz, Project Manager

SUBJECT: Discussion of Draft Rural Vista Guidelines reviewed by last ULDC committee

Background:

The original *Rural Vista Guidelines* were developed in 2010 by the Rural Vista Committee, under the auspices of the Loxahatchee Groves Landowners Association. These guidelines have served as the informal basis for evaluating non-residential development and commercial architectural character within the Town. Their focus was on preserving the Town's rural identity through design elements such as native tree canopy preservation, residential-scale buildings, appropriate signage and materials, and rural-style landscaping.

In 2023–2024, the Rural Vista Committee reconvened to modernize the guidelines for consistency with the Town's Unified Land Development Code (ULDC), adopted Comprehensive Plan, and vision for limited, rural-compatible commercial and civic development. The updated draft includes new enforceable standards and clearer definitions, aligned with feedback from past development reviews and Council direction.

Summary of Key Changes and Enhancements:

- Clarifies applicability to *non-residential and non-agricultural development*, including civic and institutional uses.
- Integrates *design standards* for building mass, scale, façade treatment, material use, porches, and roof forms to reinforce rural character.
- Requires *native vegetation buffers* (35' or 50' minimum) and prohibits exposed flat roofs and corporate/franchise styling.
- Establishes *architectural compatibility standards* for accessory buildings and outparcel structures.
- Strengthens *non-vehicular pathway* and outdoor gathering requirements, particularly for larger projects.
- Adds clear prohibitions on mirrored windows, bold corporate colors, and unshielded lighting.



155 F Road Loxahatchee Groves, FL 33470

- Supports murals reflecting local history and provides detailed landscape and parking integration guidelines.

Unresolved Items and Loose Ends from Committee Discussions:

1. **Color Palette Reference** – The Committee discussed updating the color palette but deferred finalization. Staff recommends reaffirming use of the 2010 Pantone-based chart until a new exhibit is adopted.
2. **Outdoor Gathering Place Requirements** – The Committee recommended requiring such spaces for projects larger than 10 acres, but some members asked whether smaller projects should also be encouraged to include informal seating areas. Council direction is requested.
3. **Murals and Artistic Expression** – Several members supported incorporating murals reflective of Town history or landscape. Staff has included this permissively but requests guidance on approval criteria or review process.
4. **Applicability to Remodels and Outparcels** – There was discussion about whether remodels of existing buildings and pad site developments (outparcels) should conform fully to these standards. The draft applies these standards to all exterior remodels and any structure visible from public rights-of-way.

Staff Recommendation:

Discuss and decide direction to staff as to whether finalized draft should also be reviewed by newly seated ULDC or proceed directly to Council for continued discussion and adoption.

Rural Vista Design Standards and Guidelines.

Vision

The foundation of beauty in Loxahatchee Groves is harmony with nature and the preservation of the native tree canopy. The following design standards are applicable to all non-residential and non-agricultural development. Development of commercial and civic uses on property is necessary for the sustainability of any community, but such development shall be well-planned and invoke thoughtful design concepts that will enhance and maintain the Town's rural nature. Development projects shall have a consistent architectural style and architectural treatment on buildings shall be consistent on all sides. Development shall take into consideration and attempt to preserve and maintain the existing viable tree canopy. Building design shall be residential in scale and reflect rural character. Pedestrian friendly enhancements such as walkways, trails, porches, benches, boardwalks, outdoor gathering areas shall be incorporated into development projects when possible. Equestrian amenities and trail connections shall be considered when a link to an existing or proposed equestrian trail is near the proposed development.

A. *Site Design.*

1. *Design Objective – Building Placement.* In the rural areas, buildings are generally required to locate in the interior of lots to provide adequate land for open space and tree retention around the perimeter property lines. When the land adjacent to exterior lot lines is kept free from development a variety of design objectives including: screening between incompatible land uses, pedestrian connections between developments, preservation of native vegetation, stormwater mitigation, and wildlife movement can be achieved.

a. *Standards.*

(1) Development projects shall incorporate the existing vegetation into their design. Screening is required adjacent to all exterior property lines, except for points of vehicular or pedestrian access, for new development. Trails, utilities, small accessory structures such as a gazebo or picnic table, and fencing that does not impede wildlife movement may be permitted within required screening areas when the integrity of the screening can be maintained. The following screening standards shall be required, adjacent to

the exterior of a development, for all new divisions of land, commercial, civic uses and utility buildings:

- (a) Developments on five (5) acres or less – 35 feet.
 - (b) Developments on more than five (5) acres – 50 feet.
- (2) In Developments that portion of a commercial or civic building that faces the street shall be located at least 25 feet from the screening. When outdoor gathering places are provided, the building is not required to be setback 25 feet from the screening as long as the building is located immediately adjacent to the outdoor gathering place.

b. *Guidelines.*

- (1) Existing native vegetation shall be utilized for screening whenever possible. Supplemental landscaping may be necessary to provide an adequate screen. Drought tolerant vegetation is encouraged to avoid irrigation.
- (2) Landscaped areas may be suitable for required screening when a site is devoid or deficient in the quality and quantity of screening that is necessary to meet the objectives of this design element.

B. *Building Design.*

1. *Design Objective – Architectural Character and details.* A rural or rustic design theme is required for new development and exterior remodels of all buildings in . This design can be achieved by introducing details such as knee bracing, wood siding, use of trim and siding, covered porches and window treatments. Designs styles reflecting rural character include Colonial, Victorian, Farmhouse, Rustic and Bungalow. (Examples of such designs are included in Exhibit A). Building styles and techniques that create structures with an industrial appearance shall be avoided.

a. *Standards.*

- (1) Utilize wood, stone, brick, timber or other traditional building materials. Materials that mimic or simulate the appearance of these materials may be acceptable. Flat walls shall have a textured appearance or the appearance

of a pattern. Buildings shall not appear to be all brick or all rock. Incorporation of brick and rock as elements of the façade is acceptable.

(2) Window patterns shall be characterized by vertical proportions with horizontally oriented rectangular forms prohibited.

(3) The use of reflective or mirrored windows is prohibited.

(4) Tenant specific motifs shall be prohibited. As an alternative, signs may be used to identify a specific tenant.

(5) Standardized corporate or franchised style in the design of new buildings shall be prohibited.

(6) Accessory buildings and/or buildings in out parcels shall be designed of compatible building materials, roof forms, and color as primary structures within the development that conform to these design standards.

(7) Accessory structures and/or buildings in out parcels shall be designed to be architecturally comparable with the primary structure when the primary structure conforms to these design standards. Roof forms, building materials, and color shall be comparable to the primary structure.

(8) Box shaped exposed flat roofs, concrete, flat clay and barrel tile roofs are prohibited on all structures.

(9) Structures may have a hip, gambrel, or mansard roof. Dormers and cupolas are encouraged. Multiuser projects with multiple tenants may use breaks in the roof design to accentuate tenant separation. Roof proportion and pitch shall be relative to residential scale.

(10) All roof mounted equipment must be hidden from view. The roof must act as a parapet to screen mechanical equipment.

(11) Mansard roofs must be a minimum of 3 feet in height and a maximum of 8 feet in height. The pitch of a mansard roof may vary between 30 and 60 degrees.

(12) Multi-paned windows, or the appearance of multi-paned windows, such as one over one, two over two, or four over four patterns is encouraged.

(13) Trim shall be 4-6 inches at the corners of all windows and doors.

(14) The area of first story windows on street front elevations shall be at least twice the area of second story windows along the same side of the building.

2. *Design Objective – Building Mass.* The apparent scale of new commercial and civic developments shall be a human and residential scale.

a. *Standards.*

(1) The use of long blank walls is prohibited. The maximum allowable length of an uninterrupted building elevation is 25 feet. Visual interruptions to the planes of exterior walls shall be achieved through a combination of the following methods:

(a) Modulating building facades at depth of least 4 feet and a width of at least 8 feet.

(b) Prominent facades shall have no wall plane wider than 2.5 times the height of the wall plane.

(c) Provide a covered porch at the building entrances and sides. Porches are not required in the service areas of the building. Porches must have a depth of at least 8 feet and an area of at least 150 feet.

(2) Roof lines shall be interrupted every 50 feet with gable, hip, or dormer roof forms or a vertical shift of at least 5 feet.

(3) Walls of two story or more in height shall have breaks (i.e. canopy, molding, overhang, balcony, banding, or projections) approximately 10 feet above grade.

b. *Guidelines.*

(1) Avoid long, low wall planes

(2) Provide visual shifts in walls and roof surfaces.

3. *Design Objective – Non-vehicular pathways and pedestrian amenities.* Design buildings and developments that are intended for use by the general public with safe and attractive places for pedestrian, bicycle, and equestrian traffic including oriented features such as pedestrian walkways, trails and outdoor gathering places.

a. *Standards.*

(1) All development projects shall provide pathways or trails allowing safe passage. Development projects encompassing more than ten acres should include an outdoor gathering place such as a courtyard, plaza or covered area with seating.

(2) Outdoor gathering places shall be accessible to the pedestrian and equestrian.

(3) All development projects regardless of size shall provide pedestrian access internally and connectivity to adjacent development.

b. *Guidelines.*

(1) Provide shade either with trees or covering for outdoor gathering places.

(2) Mechanical and Waste Screening shall be employed to mask objectionable areas from public view. Concrete walls are prohibited as the primary screening mechanism unless the concrete wall is shielded by landscaping materials on at least three (3) sides.

C. *Color and Material Design.*

1. *Design Objective – Color.* Utilize natural colors that reflected in the approved color palette.

a. *Standards.*

(1) Facade colors shall not be used to identify specific tenants as typified by national corporate fast food restaurants and gasoline stations.

(2) Earth tone colors shall be used for masonry building materials.

(3) Typically, no more than three colors shall be used on one building, however, additional trim colors may be considered if they are a close shade of one of the other three colors.

b. *Guidelines.*

(1) The use of natural wood is encouraged over painting the wood or simulated wood material.

(2) Major architectural trim or details shall complement the main building's base color. Color is normally applied to major architectural trim and details such as window trim, corner siding trim, doors and door frames, knee bracing, and columns.

(3) Minor architectural details shall be highlighted with minor accent color that complements base and major trim color. Minor accent color is normally applied to window sash, doors, storefront frames and small architectural elements.

(4) Murals may be used on building facades and are encouraged to reflect the history or natural landscape of Loxahatchee Groves.

(5) Tinting may be used as an accessory element to a permitted window treatment.

(7) The base color of the main building or a complementary major accent color shall be used for metal roofs.

(8) The use of bold or primary colors for the main body of buildings shall be avoided.

2. *Design Objective – Exterior Building Materials.* Utilize natural materials such as stone, wood, heavy timbers, rough cut lumber or brick as exterior building materials.

a. *Standards.*

(1) Exterior Cladding shall be Stone, Wood textured concrete horizontal lap siding, Wood textured concrete simulated board and batten, Wood horizontal lap siding, Wood Board and Batten, Textured concrete block, brick or materials which simulate the appearance of those materials.

(2) Roof cladding shall be Raised seam metal, composite shake, Corrugated sheet metal, slate tile, or composition roofing shall be used for roof materials.

(3) Window and building trim shall be wood or have the appearance of wood.

(4) Posts or columns shall be wood, concrete with simulated wood texture, rock, stone, or made of materials that mimic or simulate the appearance of the natural materials. Decorative, ornate, or steel columns will have to be specifically approved and determined to be compatible with the overall architectural design and intent of these standards and guidelines.

(5) Porch railings should be wood or have the appearance of wood.

b. Guidelines.

(1) Encourage the use of native stone or brick as an accent.

(2) Building materials used for site features such as fences, and screen walls shall complement a primary on-site structure that conforms to these design standards.

(3) Utilize exterior building materials that simulate natural building materials.

D. Landscaping and Planting Design.

1. *Design Objective – Native Vegetation Screening and Perimeter Buffers.* The retention of native vegetation and significant trees is necessary to preserve and enhance the visual appearance of Loxahatchee Groves. Retaining native vegetation on a development site also supports various environmental systems and provides a better transition between permitted land uses. The retention or replanting of native vegetation is required for all projects. The following standards are intended to supplement the Tree Conservation and Landscape Standards in Chapter 87 .

a. Standards.

(1) Native vegetative screening shall be retained between rural development and roadway. The depth of screening buffers shall be

determined by evaluating the quality and quantity of natural vegetation that is available on the site together with intensity of the proposed use. In no case shall the screen buffer be less than 50 feet wide on projects encompassing more than 5 acres in size and 35 feet wide on projects on 5 acres or less . Supplemental plantings shall be provided when existing native plantings do not provide a complete visual screen.

(2) The native vegetation screening requirements in this Section must provide and maintain a dense screen. Where existing vegetation does not provide adequate screening, additional native plantings may be required. The vegetative screen may only be broken at points of vehicular or pedestrian access.

b. *Guidelines.*

- (1) Setback areas shall be retained in native vegetation where feasible and supplemented by planted native species where native vegetation is sparse or nonexistent.
- (2) Tree retention in clusters is a higher priority than tree retention in lineal strips.
- (3) Regimented parking lots with landscaping limited to a certain number of cars does not create a rural feeling or enhance the rural character of the project.
- (4) More innovative parking areas are needed to avoid the feeling of a sea of cars. Maintenance of existing native tree canopy and liberal use of shrubbery and parking screens, including consideration of parking in the rear rather than the front of the project is encouraged.

Definitions

1. Hip Roof- roof that slopes upward from all sides of a structure, having no vertical ends. The hip is the external angle at which adjacent sloping sides of a roof meet. The degree of such an angle is referred to as the hip bevel. The triangular sloping surface formed by hips that meet at a roof's ridge is called a hip end. A pyramidal hipped roof, also known as pavilion roof, is hipped equally at all

corners and the hips meet at a single peak, but the more common form of hip roof is above a rectangular structure, where a roof ridge meets two hips at either end.

2. Gable Roof - Gable, triangular section of wall at the end of a pitched roof, extending from the eaves to the peak.
3. Gambrel Roof - The gambrel roof is a type of gable roof with two slopes on each side, the upper being less steep than the lower. The mansard roof is a hipped gambrel roof, thus having two slopes on every side
4. Mansard Roof - type of roof having two slopes on every side, the lower slope being considerably steeper than the upper. In cross section the straight-sided mansard can appear like a gambrel roof, but it differs from the gambrel by displaying the same profile on all sides.
5. Outdoor Gathering Place – is any place designed for people to gather and meet, eat or recreate together.

6.

DRAFT

Loxahatchee Groves

Rural Vista Committee



**Guidelines for
Loxahatchee Groves'
Non-Residential
Projects**

Loxahatchee Groves Landowners Association

RURAL VISTA COMMITTEE

Doreen Baxter
Rob Crawford
Dennis Lipp
Rita Miller
Jerry Sacoulas

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Rural Vista

Loxahatchee Groves.

This community has endured for nearly a century. Protecting the lifestyle in areas designated rural residential encompasses protecting watersheds and water supplies; wilderness and scenic areas; conservation areas and wildlife. Our rural/residential neighborhood accepts a variety of activities and land-uses that require non-urban locations. Non-residential projects should share our definition and keep development in line with neighborhood goals.

The following is a list of ideas, ideals and descriptions that define the rural nature of Loxahatchee Groves.

UNIQUE IDENTITY:

A live and let live attitude pertains to the way we treat our neighbors as well as the native tree canopy and eco-system. Our one/two lane dirt roads help preserve the agricultural/residential identity.

UNITY:

We all moved here for the same reason - ITS RURAL ! Loxahatchee Groves provides a transition of land uses from eastern urban sprawl and congestion, to western agricultural and conservation areas.

SECURITY & PRIVACY:

Loxahatchee Groves' population density of one family unit per 5 or 10 acres results in fewer cars and less traffic. Our one/two lane dirt roads discourage non-resident visitors. Our community is a refuge from the hectic urban east. We have the only Nudist Camp, Sun Sport, in the county.

INDEPENDENT:

Loxahatchee Groves does not provide traditional city government. Fewer services, i.e sewer & water, keep taxes down.

HISTORY:

Loxahatchee is Seminole and means "Turtle Creek". Settled by pioneers in 1917, our rural/ country lifestyle has endured.

VARIETY:

The variety of activities that diversify our community include: equestrian; farming; animal husbandry; gardening; fishing; bird watching; nature trails; small home-based businesses; aviaries; and arts & crafts studios.

VISION

The essential foundation of beauty in Loxahatchee Groves is harmony with nature and the preservation of the native tree canopy. It is the intent of this committee to achieve a pleasant and unified character in our (non-residential) development. Non-residential enterprises in Loxahatchee Groves must meet the standards set by the residents and serve the needs of the neighborhood.

MISSION

Maintaining rural character, balance of land use and lifestyle are some of the goals of the Loxahatchee Groves Land-owners Association (L. G. L. A.). In order to help preserve and define our rural character, the L.G.L.A. established the Rural Vista Committee. If development occurs, the residents of Loxahatchee Groves would like to see well-planned, thoughtful design concepts that will maintain our rural nature.

SCOPE

All proposed non-residential development within Loxahatchee Groves will be evaluated for compatibility and consistency with rural character as defined herein. The Rural Vista Committee determines if the intentions of the developer are actually achieved in the proposed project. The developer's deed to the land upon which the project will be constructed shall be restricted solely to building the project which has been approved by the Rural Vista Committee.

DEVELOPMENT AND DESIGN STANDARDS:

It is our desire that non-residential projects serve the needs of the immediate neighborhood. Developments of regional impact (D. R. I.'s) such as warehouse distribution centers, truck stops, amusement parks, department stores, etc. are not acceptable in Loxahatchee Groves. We wish to promote a lifestyle which reflects rural character. All projects shall have a similar architectural treatment on all sides. Planning projects around the existing tree canopy will preserve the natural beauty of this eco-system. Building designs should be residential in scale and reflect rural character, such as, Colonial, Victorian, Farmhouse, Rustic and Bungalow (see Appendix A). Pedestrian amenities such as walkways, porches, benches and boardwalk's are desirable features in any proposed project. These amenities will provide a common thread that will define Loxahatchee Groves' southern boundary.

Projects with Rural Character



Projects with Rural Character



Projects with Rural Character



Projects with Rural Character



Exteriors

DESIGN DETAILS & BUILDING MATERIALS:

Acceptable materials include finished wood (painted or stained) or materials which have a wood appearance such as, cement based fiberglass wood textured products (Hardiplank[®]); brick or brick veneer; and wood textured metal siding. Other approved materials are stone and tinted textured concrete masonry (Cemplank[®]). All wood exposed to the weather shall be of high quality and properly finished to prevent rotting. Siding pattern may be rough or smooth horizontal planks, 6 in. Lap siding, shingles or vertical board and batten. Trim shall be 4" or 6" at the corners, windows and doors. Large walls or walls of 2 story height shall have breaks (i.e. canopy, molding, overhang, balcony, banding or projections) approximate 10 feet above grade. Non-residential projects must be built to human and residential scale.

HUMAN SCALE is a structure's proportions that relates directly to its use by a person, i.e. door size, etc.

RESIDENTIAL SCALE is the use of materials, proportions and massing of a structure that is used in traditional housing.

The following photographs are examples of design details that the Rural Vista Committee endorses. Use of these in non-residential developments in Loxahatchee Groves is encouraged.



Wood textured concrete siding, *Hardiplank[®]*, is being used extensively in commercial developments. It comes in a variety of configurations.



If concrete block is the choice for the exterior finish, use pre-formed textured block, NO-STUCCO.



Stone



Brick



Horizontal Lap Cedar

Roofs & Roofing Materials

All structures shall have either a hip, gambrel, mansard, a.k.a. hip on deck roof, (See Appendix C). Dormers and Cupolas are encouraged. When designing small, multiuser projects, distinguishing one business from the next can be accomplished with breaks in the roof design. Roof proportion and pitch shall be relative to Residential Scale. Hip on Deck roofs must be a minimum height of 3 feet to a maximum of 8 feet. The pitch of the Hip on Deck roof may vary between 30° to 60°. Roof mounted equipment must be hidden from view. The roof must work as a parapet to screen mechanicals. Acceptable roofing materials include: metal shingle; standing seam sheet metal; corrugated sheet metal; 5-V crimp metal and copper. Metal roofs may be unpainted or painted (a color approved by the Rural Vista Committee - see Appendix B: Color Chart). Box-shaped exposed flat roofs, concrete, flat clay and barrel tile roofs are not permitted.



The roofs on these structures are examples of Hip on Deck roof styles.



Adding dormers and changing the roof line adds character to buildings.



Combination Gambrel & Mansard with Cupolas & Dormers

Roofs & Roofing Materials



Breaking up the roof-line adds to the charm of these buildings.



Hip on Deck



Metal Shingle



Corrugated



Copper Shingle



5V Crimp



Metal Shingle



Standing Seam Sheet Metal



Standing Seam Sheet Metal

Porches & Entryways

Entryways should be well defined with porches and railings. Porches must be a minimum of 8 ft. deep and of at least 150 square feet. Wooden railings with wood or wood textured, stone or brick columns provide continuity between projects and promote rural character. Porches with railings emphasize a building's entryway, inviting customers to come in. Porches also serve as a welcome refuge from sun and rain.



Screening

SCREENING means the total (100%) masking out or concealing of any objectionable area. To achieve this, project developers can use fences with vegetation, planted mounds of earth or vegetation alone. The appearance achieved must be complementary to the whole. Concrete walls are prohibited due to their imposing, unfriendly nature.

MECHANICAL & WASTE SCREENING:

Screening shall be employed to mask objectionable areas from public view whether freestanding or mounted on roofs or walls, outside equipment of unaesthetic character and accessory buildings or areas not enhancing or in keeping with the aesthetics of the project or neighborhood. Screening of air conditioning units and other mechanical equipment shall be accomplished in a manner that does not interfere with proper operation and/or maintenance of such equipment. Screening from view shall be on all sides and exceed the vertical height of the object by at least 6 inches. Equipment needing screening includes, but is not limited to: Storage areas, garbage or rubbish collection sites, dumpsters, air conditioning compressors, pool pumps, sprinkler pumps, electrical transformers, satellite dishes, antennas, compressors, generators, tanks, etc. Waste disposal areas shall not be located within 50 ft of any residential property.



Dumpster Shed

PROPERTY SCREENS:

Buffering the rear of the project from the neighborhood can be accomplished with natural vegetation, berms and fences (no walls). Visual barriers between projects would interrupt the continuity of the landscape and are unacceptable.

Signs

Decorative signs with raised lettering and/or with carved images are preferred. Low profile monument type signs are allowed with a maximum size of 50" high by 96" wide. Lighting of the sign will be with shielded direct lighting or "task" lighting, no neon signs. Billboard signs, bifold sandwich boards, posters on stakes and other types of temporary signage must be removed after business hours. The use of high-intensity, metallic, or fluorescent colors is prohibited. Backlit, Plexiglas signs of any type are not allowed. No advertising will be allowed on any exposed amenity or facility such as benches and trash containers. All signs, free standing or attached to building surfaces shall enhance rural design and character.



Lighting

Aesthetic exterior lighting may be used to illuminate a building and its grounds for safety purposes. Lighting is not to be used as a form of advertising in a manner that is not compatible to the neighborhood or in a manner that draws considerably more attention to the building or grounds at night than in the day. Lights that following the form of the building or part of the building will not be allowed if the overall effect will be garish or detrimental to the environment.

Parking lot lighting on polls shall not exceed 20 feet. All exterior lighting must direct downward and be blinded to contain light within the project as much as possible.



Flag Pole Light



Pathway Light



Parking

Parking must be configured to incorporate and preserve the maximum amount of existing native vegetation for shading and screening. Restricting the number of parking spaces and the liberal use of tree wells will aid in tree preservation. Serpentine, angled parking is preferred and can be planned around existing native vegetation. Limited grass parking as well as parking shared between projects will help to maintain our greenspace. Curbs or landscape timbers are required. Landscape brick, paver stone, grass block or stamped concrete, pedestrian walkways, benches, etc., should be incorporated into the design of the project.

The proposed non-residential buildings should comply with the following standards:

- No more than 2 rows of parking should be provided between the building and the roadway, and all additional parking spaces should be provided to the rear or side of the building;
- Encourage the use of trees and shrubs where applicable;
- To have maximum on-site tree preservation, the number of parking spaces shall be restricted to the minimum allowed for the use. (See pg. 4, **SCOPE**); and
- All parking lots and vehicular use areas shall be screened from all abutting residential properties with a landscaped fence, hedge or other durable vegetative landscape barrier.



Preserving the native tree canopy and providing places for cars to park is challenging. Although the grade of this parking area is higher than it was originally, thoughtful use of barriers have managed to keep portions of the parking area shaded with native old growth trees.



Liberal Use of Shrubbery & Trees

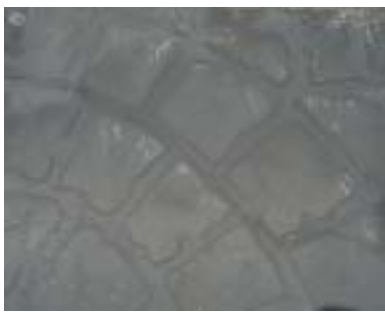


Parking Screens

Parking and Pavers



Colored Pavers to Mark Parking Places



Stamped Concrete



Brick Pavers



Shaped Pattern Pavers



Grass Block

Non-Vehicular Pathways and Pedestrian Amenities

NON-VEHICULAR PATHWAYS:

For reasons of ecology and the preservation of community values, non-residential developers are to provide safe and attractive places for pedestrian, bicycle and equestrian traffic. Landscaped vistas and pedestrian amenities must be incorporated into each project. Roofed and landscaped bus stops, benches, fountains, etc., reflecting rural character shall be integrated into the pedestrian paths to the rear of each project as well as in front along the access road north of Southern Blvd. Oak, Pine and other native canopy trees shall be used in a natural pattern to landscape these paths at 4 trees to every 30 ft. In order to encourage safe non-vehicular travel, a pedestrian activated signal should be installed where warranted. All non-vehicular crossings should be well marked with advance warning signs and painted striping of the road pavement per County specification. Proper signage should be installed to emphasize speed limits and caution for pedestrian, bicycle and equestrian traffic. The pathway should have minimal negative impact in terms of environmental disturbance.



Bike Rack



Bus Stop



Drinking Fountain



Fountain



Tree Box-Bench

Landscaping

Non-residential projects shall incorporate the existing vegetation into their design. Natural looking landscaped berms may be used for buffers where existing trees will not be disturbed. Foundation plants or grade level planters shall be provided along the front and sides of all structures. Trees must be planted in natural groupings, avoiding straight lines. Trees must be: #1 Preserved in place; #2 Relocated on site and #3 Replaced. Palm trees will not substitute for canopy trees since they do not provide the appearance and shade. Native canopy, under story, and groundcover landscape buffers between non-residential projects in Loxahatchee Groves are required and shall have 50 ft at minimum on the sides and 100 ft in the rear. Projects must be 100% opaque screened from residential properties using landscaping, landscaped fences or berms. The finished side of fences must face residential property. Installation of native tree canopy and under story is required where none exists to provide continuity between projects.



Tree Well

Trees and vegetation are credited with the following attributes: carbon dioxide absorption; oxygen production; dust filtration; wind and noise reduction; soil erosion prevention; beach erosion protection; wildlife habitat; surface drainage improvement; beautification and aesthetic enhancement of improved and vacant lands and the general promotion of the health, safety, welfare and well-being of the community.



Parking & Property Screens

Landscaping & Setbacks



The native trees and undergrowth next to this fast food restaurant have been preserved. (See Appendix D for a listing of plants native to southern Florida.)

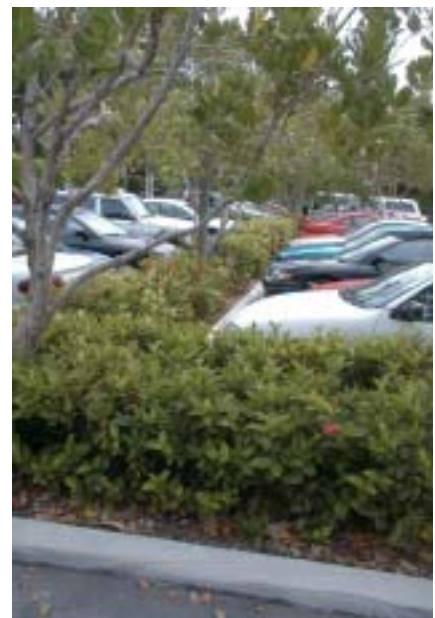


The use of landscape timbers forms a rustic barrier between the paved and native growth areas.



SETBACKS:

To ensure a vibrant pedestrian-oriented business area, the aim is to cluster and front projects closer to Southern Blvd at the access road. The rear of the property will allow for a linked greenway system connecting each project. Conservation of the native tree canopy and understory is our primary concern.



Vegetation within parking areas should not obstruct a driver's vision.

“Unacceptable’s”

The following pictures are of design elements that the Rural Vista Committee would not like to see in our community.



Long, thin windows or “Ribbon Windows”



Towers.



Arches and long colonades



Barrel Tiles



Uninteresting Roof Line
Individuality of the stores is lost.



Backlit plexiglass signs



Flat Roofs



Unshielded lighting is disturbing to neighboring homes.



Unacceptable Hip on Deck
Too Tall



Screening Needed



Too Contemporary

Appendix A

This appendix contains examples of Colonial, Country, Bungalow, Farmhouse, Victorian and Rustic.



Colonial



Country



Bungalow



Farmhouse



Victorian



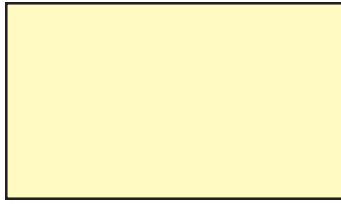
Rustic

Appendix B

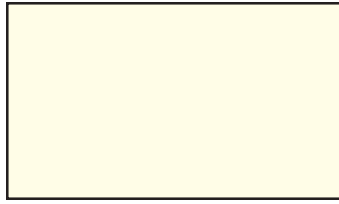
Colors



Pantone 1215 CVP



Pantone 608 CVP



Pantone 600 CVP



Pantone 155 CVP



Pantone Grey 6 CVP



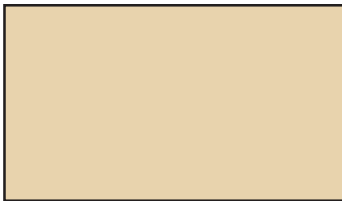
Pantone Grey 4 CVP



Pantone Gray 1 CVP



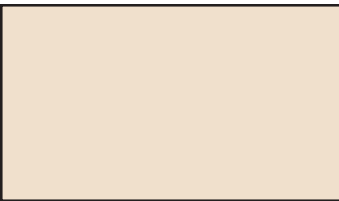
Pantone 454 CVP



Pantone 467 CVP



Pantone 4665 CVP



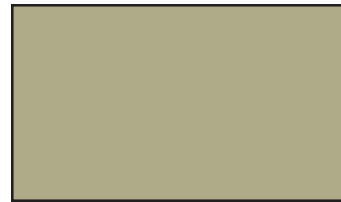
Pantone 4685 CVP



Pantone 615 CVP



Pantone 105 CVP



Pantone 451 CVP



Pantone 3975 CVP



Pantone 3985 CVP



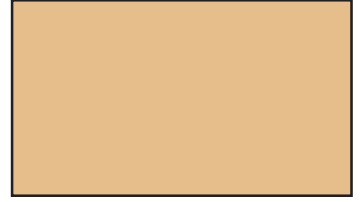
Pantone 4515 CVP



Pantone 4535 CVP



Pantone 4545 CVP



Pantone 728 CVP



Pantone 712 CVP



Pantone 5773 CVP



Pantone 5803 CVP



Pantone 5777



Pantone 5797 CVP



Pantone 730 CVP



Pantone 726 CVP



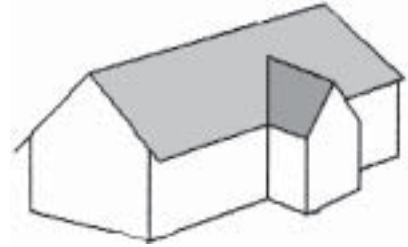
Pantone 722 CVP

Appendix C

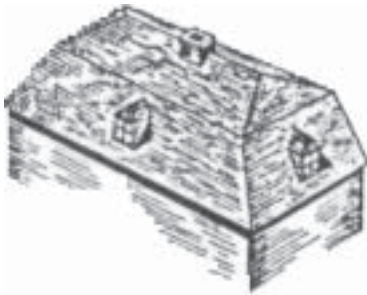
Examples of roof designs: Hip, Gable, Gambrel, Mansard, Hip on Deck.



Gambrel



Gable



Mansard



Hip



Hip on Deck

Appendix D

VEGETATION NATIVE TO SOUTH FLORIDA

LARGE TREES

Greater than 30' at maturity.
30' setback from power lines

<u>Common/Botanical Name</u>	<u>Height</u>
Red Maple / <i>Acer rubrum</i>	35' - 50'
Gumbo Limbo / <i>Bursera simaruba</i>	40' - 60'
Pecan / <i>Carya illoinensis</i>	80' - 90'
Hackberry/Sugarberry / <i>Celtis laevigata</i>	60' - 80'
Satinleaf / <i>Chrysophyllum oliviforme</i>	30' - 40'
Green Buttonwood / <i>Conocarpus erectus</i>	30' - 50'
Strangler Fig / <i>Ficus aurea</i>	40' - 50'
Shortleaf Fig / <i>Ficus citrifolia</i>	40' - 50'
Loblolly Bay / <i>Gordonia lasianthus</i>	30' - 40'
Blolly / <i>Guapira discolor</i>	35' - 50'
American Holly / <i>Ilex opaca</i>	40' - 50'
Jacaranda / <i>Jacaranda acutifolia</i>	40' - 50'
Black Walnut / <i>Juglans nigra</i>	60' - 70'
Southern Red Cedar / <i>Juniperus silicicola</i>	30' - 40'
Sweet Gum / <i>Liquidambar styraciflua</i>	70' - 80'
Tuliptree/Tulip Polpar / <i>Liriodendron tulipifera</i>	70' - 80'
Wild Tamarind / <i>Lysiloma bahamensis</i>	40' - 50'
Southern Magnolia / <i>Magnolia grandiflora</i>	60' - 80'
Sweetbay Magnolia / <i>Magnolia virginiana</i>	40' - 60'
Mastic Tree / <i>Masticodendron foetidisissimum</i>	45' - 70'
Red Mulberry / <i>Morus rubra</i>	40' - 50'
Black Gum/Tupelo / <i>Nyssa sylvatica</i>	50' - 90'
Redbay / <i>Persea borbonia</i>	50' - 60'
Slash Pine / <i>Pinus elliotii</i> var. "densa"	80' - 90'
North Florida Slash Pine / <i>Pinus elliotii</i> var. <i>elliottii</i>	80' - 90'
Spruce Pine / <i>Pinus glabra</i>	80' - 90'
Longleaf Pine / <i>Pinus palustris</i>	80' - 90'
Loblolly Pine / <i>Pinus taeda</i>	80' - 90'
Jamaican Dogwood / <i>Piscidia piscipula</i>	35' - 50'
Sycamore / <i>Platanus occidentalis</i>	90' - 95'
Cherry Laurel / <i>Prunus caroliniana</i>	30' - 40'
Laurel Oak / <i>Quercus laurifolia</i>	60' - 80'
Shumard Oak / <i>Quercus shumardii</i>	90' - 95'
Live Oak / <i>Quercus virginiana</i>	50' - 60'
Coastal Plain Willow / <i>Salix caroliniana</i>	30' - 40'
Paradise Tree / <i>Simarouba glauca</i>	35' - 50'
West Indian Mahogany / <i>Swietenia mahagoni</i>	35' - 60'
Bald Cypress / <i>Taxodium distichum</i>	40' - 90'
Florida Basswood/FL Linden / <i>Tilia floridiana</i>	30' - 70'
Winged Elm / <i>Ulmus alata</i>	65' - 75'
Florida Elm / <i>Ulmus americana</i> var. <i>floridana</i>	45' - 50'

MEDIUM TREES

20' to 30' in height at maturity
20' setback from powerlines

<u>Common/Botanical Name</u>	<u>Height</u>
Serviceberry/Shadbush / <i>Amelanchier arborea</i>	20' - 30'
Pitch Apple / <i>Clusia rosea</i>	25' - 30'
Hop Hornbeam / <i>Carpinus caroliniana</i>	25' - 30'
Redbud / <i>Cercis canadensis</i>	25' - 30'
White Fringe Tree / <i>Chionanthus virginicus</i>	20' - 25'
Pigeon Plum / <i>Coccoloba diversifolia</i>	25' - 30'
Seagrape / <i>Coccoloba uvifera</i>	20' - 30'
Flowering Dogwood / <i>Cornus florida</i>	25' - 30'
East Palatka Holly / <i>Ilex x attennata</i>	20' - 30'
Dahoon Holly / <i>Ilex cassine</i>	25' - 30'
Yaupon Holly / <i>Ilex vomitoria</i>	25' - 30'
Black Ironwood / <i>Krugiodendron ferreum</i>	20' - 30'
Chickasaw Plum / <i>Prunus angustifolia</i>	20' - 25'
Bluejack Oak / <i>Quercus Incana</i>	20' - 30'
Drake Elm / <i>Ulmus parvifolia</i> 'Drake'	20' - 30'

SMALL TREES

Less than 20' high at maturity
Can be planted adjacent to power lines.

<u>Common/Botanical Name</u>	<u>Height</u>
Sweet Acacia / <i>Acacia farnesiana</i>	10' - 15'
Silver Buttonwood / <i>Conocarpus erectus</i> var. 'sericeus'	15' - 20'
Orange Geiger / <i>Cordia sebestena</i>	15' - 20'
Hawthorn / <i>Crataegus</i> spp.	15' - 20'
Coral Bean / <i>Erythrina</i> spp.	15' - 20'
Stoppers / <i>Eugenia</i> spp.	15' - 20'
Lignum Vitae / <i>Guaiacum sanctum</i>	15' - 20'
Witch Hazel / <i>Hamamelis virginiana</i>	15' - 20'
Flowering Crabapple / <i>Malus</i> spp.	15' - 20'
Wax Myrtle / <i>Myrica cerifera</i>	15' - 20'

LARGE PALMS

Greater than 20' at maturity

<u>Common/Botanical Name</u>	<u>Height</u>	<u>Fron</u>
Paurotis/Everglades Palm / <i>Acoelorrhaphe wrightii</i>	15' - 25'	5'
Royal Palm / <i>Roystonea regia</i>	50' - 70'	15'
Cabbage/Sabal Palm / <i>Sabal Palmetto</i>	45' - 70'	7'

SMALL PALMS

Less than 20' height at maturity

<u>Common/Botanical Name</u>	<u>Height</u>
Silver Palm / <i>Coccothrinax argentata</i>	15' - 20'
Needle Palm / <i>Rhapidophyllum hystrix</i>	5' - 10'
Dwarf Palmetto / <i>Sabal Minor</i>	10' - 15'
Saw Palmetto / <i>Serenoa repens</i>	10' - 15'
Thatch Palm / <i>Thrinax</i> spp.	15' - 20'

Appendix E

Acceptable Businesses

Businesses which could be developed on the Southern Blvd corridor which would not require sewer and water.

Retail

convenience store(w/o gas)
 restaurants (no fast food)
 florist
 video rental
 gourmet food store
 sports equipment
 coin shop
 gift shop
 auto parts
 accessories
 shoe store
 antiques
 music store
 kitchen appliances
 computer sales
 clothing store
 jewelers
 bicycle shop
 book store
 feed store
 hardware store
 bait & tackle
 office supplies
 craft/art supplies
 gun shop and range

Services

banks
 day care center
 travel agent
 realtor
 fitness center
 accountant
 insurance
 financial services
 title company
 doctor's office
 optometrist
 chiropractic office
 orthopedic clinic
 veterinarian
 tailor
 printer
 copy service
 shoe repair
 photo studio
 dance studio
 family counselor
 lawyer

Other

post office
 business office
 architect
 artist studio
 non profit organization
 newspaper office
 governmental office

Appendix F

Materials

EXTERIOR CLADDING:

Stone
 Wood textured concrete horizontal lap siding
 Wood textured concrete simulated board and batten
 Wood horizontal lap siding
 Cedar
 Pine
 PT Pine

Wood Board and Batten
 Textured Concrete Block (No Stucco)
 Brick

WINDOW AND BUILDING TRIM:

4" or 6" Pine
 4" or 6" Cedar
 4" or 6" PT Pine

ROOF CLADDING:

5V Crimp Sheet Metal
 Corrugated Sheet Metal
 Metal Shingle
 Galvanized Steel
 Copper
 Standing Seam Sheet Metal

OUTSIDE LIGHTING:



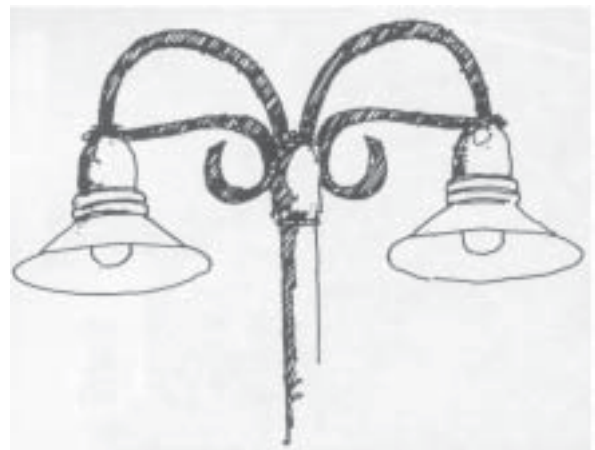
Street Lighting

POSTS OR COLUMNS:

4" x 4", 6" x 6", 8" x 8", 10" x 10", 12" x 12"
 PT Pine
 Pine
 Cedar
 Concrete with simulated wood texture.

Porch Railings:

Wooden
 Height of 42"



Street Lighting
 Dual Lamps

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

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407-1950
561-686-8700 Telephone / 561-686-8764 Facsimile
www.torcivialaw.com

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

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

*FLORIDA BAR BOARD CERTIFIED
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

January 7, 2025

To: Francine Ramaglia, Town Manager
From: Torcivia, Donlon, Goddeau & Rubin, P.A.
Re: Regulation of Fireworks within Municipal Boundaries

QUESTION PRESENTED

1. Whether the Town of Loxahatchee Groves ("Town") may regulate the use of fireworks within its municipal boundaries?

BRIEF ANSWER

2. The Town may not enact any ordinance, rule, or regulation restricting or prohibiting the use of fireworks within its municipal boundaries; however, the Town may seek a legislative exception to this general prohibition.

DISCUSSION

In general, the sale and use of fireworks are prohibited in the State of Florida. Florida Statutes Chapter 791 governs the regulation of fireworks. Section 791.02 provides "it is unlawful for any person, firm, copartnership, or corporation to offer for sale, expose for sale, sell at retail, or use or explode any fireworks" except that "the governing body of any municipality shall have power to adopt reasonable rules and regulations for the granting of permits for supervised public display of fireworks within the boundaries of any municipality." Fla. Stat. § 791.02(1). "Every such display shall be handled by a competent operator to be approved by the chiefs of the police and fire departments of the municipality in which the display is to be held, and shall be of such a character, and so located, discharged, or fired as in the opinion of the chief of the fire department, after proper inspection, shall not be hazardous to property or endanger any person." *Id.*

In addition to the exception for public displays of fireworks upon obtaining a permit, persons may use fireworks on the following Designated Holidays: New Year's Day (January 1), New Year's Eve (December 31), and Independence Day (July 4). Fla. Stat. § 791.08.¹ This exception is particularly pertinent to the issue currently before the Town concerning complaints of horses within the Town being startled by loud noises and sudden flashes of light from fireworks on New Year's Eve and/or New Year's Day. These disturbances may cause significant stress and potential harm to the horses. Despite these concerns, state law preempts the Town from imposing a prohibition on the use of fireworks during Designated Holidays.

The Town may, however, seek a legislative exception specific to concerns facing the Town and its large population of horses. In 2020, the Village of Wellington ("Wellington") requested a local bill to regulate fireworks within the Equestrian Preserve of Wellington that allowed Wellington to prohibit fireworks all days of the year.² Wellington's request was specific to a portion of its jurisdiction—the Equestrian Preserve Area—that housed approximately 13,000 specially bred and trained horses for competitive equestrian events, making them highly valued horses. During the 2021 Legislative Session, the Florida Legislature passed HB 979, the local bill proposed by Wellington, which was subsequently approved by the Governor. As a result, Wellington can lawfully prohibit the sale and use of fireworks located within the Equestrian Preserve of the Village of Wellington on *all* days of the year except for public displays supervised and conducted by a competent operator where a permit is obtained.

If the Town can identify a compelling factual basis demonstrating the necessity for a local exception, it may be able to secure a similar exemption from the general law applicable to specific areas within the Town. The deadline for filing a local bill was December 9, 2024, which would be heard at the legislative delegation meeting on January 8, 2025.

¹ Note, fireworks may also be used to frighten birds from agricultural works and fish hatcheries pursuant to the rules prescribed by the Department of Agriculture and Consumer Services. Fla. Stat. § 791.07.

² See attached Letter of Intent for Local Bill dated November 24, 2020, and its accompanying documents.