

TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

TOWN COUNCIL REGULAR MEETING

AGENDA

JULY 01, 2025 – 6:00 PM



AMENDED

TOWN HALL - 155 F. ROAD, LOXAHATCHEE GROVES, FLORIDA 33470
Community Open Discussion Meeting Precedes Meeting from 6:00-6:30 PM (on Non-Agenda Items)

Anita Kane, Mayor (Seat 3)

Todd McLendon, 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 and Update Regarding CSX/Northlake Blvd Closure by Mary McNicholas of Geoffrey B. Sluggett & Associates, Inc., Town's Local Lobbyist, and Tricia Barr of Simmons & White
- [2.](#) Presentation on Final Results of Legislative Session Including Appropriations by Ronald Book, P.A., Town's State Lobbyist
- [3.](#) Recognition of Service and Appreciation to Former Councilmember Phillis Maniglia

CONSENT AGENDA

4. Approval of the Revised Town Council Meeting Schedule
5. Consideration of Approval on ***Resolution No. 2025-48***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDIA, AUTHORIZING THE ISSUANCE OF AN EXTENSION TO ITS EMERGENCY LINE OF CREDIT REVOLVING NOTE, SERIES 2020; AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT EXTENDING AND AMENDING LINE OF CREDIT AGREEMENT WITH BANKUNITED, N.A.; AND PROVIDING AN EFFECTIVE DATE.
6. Consideration of Approval on ***Resolution No. 2025-51***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RATIFYING THE APPOINTMENT OF CASSIE SUCHY AS A REGULAR MEMBER OF THE TOWN'S PLANNING AND ZONING BOARD, ALSO SERVING AS THE LOCAL PLANNING AGENCY; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.
7. Consideration of Approval on ***Resolution No. 2025-52***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RATIFYING THE APPOINTMENT OF PETER LOMUTO AS A VOTING MEMBER OF THE FINANCE AUDIT AND ADVISORY COMMITTEE (FAAC) AS APPROVED AT THE MAY 6, 2025, REGULAR TOWN COUNCIL MEETING; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.
8. Consideration of Approval on ***Resolution No. 2025-55***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE RENEWAL OF PIGGYBACK AGREEMENTS BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND ASHBRIIT, INC., CROWDERGULF JOINT VENTURE, INC., PHILLIPS AND JORDAN, INCORPORATED, AND DRC EMERGENCY SERVICES, LLC FOR HURRICANE/DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL BASED ON THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY CONTRACT PURSUANT TO RFP NO. 22-201/DL; 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.
9. Consideration of Approval on ***Resolution No. 2025-57***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE RENEWAL OF PIGGYBACK AGREEMENT BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND THOMPSON CONSULTING SERVICES, LLC, FOR DISASTER DEBRIS MANAGEMENT AND SUPPORT SERVICES BASED ON THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY CONTRACT PURSUANT TO RFP NO. 22-202/DL; 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.

10. Consideration of Approval on **Resolution No. 2025-59**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING JO SICILANO TO THE UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.
11. Consideration of Approval on **Resolution No. 2025-60**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING SAMUEL HANNITY TO THE FINANCE AUDIT AND ADVISORY COMMITTEE; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.
12. Consideration of Approval on **Resolution No. 2025-61**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING KATIE LAKEMAN TO THE ROADWAY, EQUESTRIAN TRAILS AND GREENWAY ADVISORY COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

REGULAR AGENDA

13. Consideration of Approval on **Resolution No. 2025-49**: 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.
14. Consideration of Approval on **Resolution No. 2025-53**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING A MEMBER TO THE UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE DUE TO A VACANCY; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.
15. Consideration of Approval on **Resolution No. 2025-50**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING BUDGET AMENDMENT FOR THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

-----AND-----

Consideration of Approval on **Resolution No. 2025-58**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN EMPLOYMENT AGREEMENT FOR TOWN ATTORNEY WITH JEFFREY S. KURTZ, ESQ. AND PROVIDING AN EFFECTIVE DATE.

16. Consideration of Approval on **Resolution No. 2025-56**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 4.000 FOR GENERAL OPERATING BUDGET PURPOSES FOR FISCAL YEAR 2025/2026; RECOGNIZING THE ROLLED BACK MILLAGE RATE FOR FISCAL YEAR 2025/2026; 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 2025/2026 PROPOSED MILLAGE RATE AND TENTATIVE BUDGET; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
17. Consideration of Approval on **Resolution No. 2025-54**: 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.

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

18. Consideration of Approval on **Resolution No. 2025-DD07**: 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, 2025; 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.

RECONVENE TOWN COUNCIL MEETING

DISCUSSION

19. Discussion of Amendments to Capital Improvement Plan and Adoption of Ordinance No. 2025-XX repealing Ordinance No. 2024-11 and Adopting the Annual Update to the Capital Improvements Element of the Comprehensive Plan.

- [20.](#) Discussion of Approving and Implementing the Town's Public Records Request Policy
- [21.](#) Discussion of Lien Reduction and Release Policy and Establishing Petition Fees
- [22.](#) Discussion of Interlocal Agreement with Palm Beach County Regarding Impact Fees
- [23.](#) Discussion of Conservation Easements and Individual Offer Received

TOWN STAFF COMMENTS

Town Manager

Town Attorney

Town Clerk

TOWN COUNCILMEMBER COMMENTS

Councilmember Todd McLendon - Seat 1

Councilmember Lisa El-Ramey - Seat 2

Councilmember Paul T. Coleman II - Seat 4

Vice Mayor Marg 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 of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: July 1, 2025

SUBJECT: Presentation and Update Regarding CSX/Northlake Blvd Closure by Mary McNicholas of Geoffrey B. Sluggett & Associates, Inc., Town's Local Lobbyist, and Tricia Barr of Simmons & White

Background:

CSX/FDOT Project Manager Mel Pollock, Palm Beach County Engineer David Ricks, Tricia Barr and Bryan Kelley with Simmons & White, and Ms. McNicholas with Sluggett & Associates will be here to present the most up to date status of the closure and the detour routes including planned management of traffic during the anticipated closure.

Our team—the Mayor, the Town Manager, Public Works Director and Superintendent along with Mary McNicholas with Sluggett & Associates, Tricia Barr and Bryan Kelley with Simmons & White —has been working diligently alongside CSX/FDOT Project Manager Mel Pollock, Palm Beach County Engineer David Ricks, and other agency staff to prepare for the upcoming closure at the Northlake Boulevard CSX rail crossing. This work is part of the larger Florida Department of Transportation (FDOT) SR710/Beeline Highway improvement project.

Recap of the Project

- CSX has confirmed the need for a full rail crossing replacement at Northlake Boulevard due to safety concerns.
- This will require a complete closure of both eastbound and westbound lanes at the crossing.
- The crossing falls under a Palm Beach County agreement but is included within the FDOT project limits.
- The closure is expected to last 8 days, beginning on a Friday evening—with current planning focused on the third Friday in July.
- Emergency access will be maintained in both directions via the SE Beeline Highway to Westbound Northlake Boulevard ramp, with 24/7 law enforcement presence.
- At least three weeks' public notice will be provided prior to the closure.



155 F Road Loxahatchee Groves, FL 33470

- Detour routes and traffic strategies (signal timing, signage, and road configuration adjustments) are being reviewed collaboratively by FDOT's Smart Workzone Consultant, Palm Beach County Traffic Division (PBCTE), and affected municipalities.

Our team has participated in multiple stakeholder coordination sessions and has been in regular dialogue with both CSX/FDOT and County officials. A primary focus has been understanding and reducing the impact on major corridors like Okeechobee Boulevard, which may see increased volume during the closure.

We have worked closely with the Indian Trail Improvement District (ITID) and other neighboring Western Communities to ensure local perspectives are incorporated into detour and safety planning. To that end, the Mayor attended a special meeting held by ITID this past week. We are especially appreciative of the Palm Beach County Fire Rescue and Palm Beach County Sheriff's Office (PBSO), which has committed to increasing patrols in the affected areas during the closure period.

FDOT and CSX are leading this coordination to ensure streamlined, accurate communication and planning. We are supporting efforts to prevent conflicting information from circulating among the many involved agencies.

Next steps include:

- Continued localized coordination with the County and FDOT to finalize emergency access and traffic control planning.
- Launching a County-led public outreach and education campaign, which will include a town-hosted session in our chambers with a Zoom option.
- Continuing to refine and finalize detour options—attached are the DRAFT route alternatives and traffic impact analysis for your review.

We also anticipate performing traffic counts and engineering observations during the detour period to not only direct the management of traffic most effectively, but also to determine to what extent Okeechobee needs to have enhanced traffic controls and calming measures. We anticipate a proposal from Simmons & White which we will provide to you upon receipt.

Valerie Oakes

From: Francine Ramaglia
Sent: Wednesday, June 25, 2025 5:08 PM
To: Valerie Oakes
Subject: FW: CSX Temporary Closure Impacts to Loxahatchee Groves

Importance: High

Please include this email string with the agenda item for csx presentation.

Francine L. Ramaglia

Town Manager | Town of Loxahatchee Groves
 155 F Road | Loxahatchee Groves, FL 33470
 Office: 561.277.2153 | Cell: 561.315.2369



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From: Mel Pollock <mpollock@CORRADINO.com>
Sent: Monday, June 23, 2025 7:45 PM
To: Francine Ramaglia <FRamaglia@loxahatcheegrovesfl.gov>
Cc: David Ricks <dricks@pbc.gov>; Joanne Keller M. <jkeller@pbc.gov>; Patrick Rutter <prutter@pbc.gov>; Todd J. Bonlarron <tbonlarr@pbcgov.org>; Amanda Vomero <avomero@pbcgov.org>; Sandt, Robert T <sandtr@pbso.org>; Sauers, Darla J. <sauersd@pbso.org>; Coleman, Eric T <colemane@pbso.org>; Mary McNicholas <mem@sluggett.com>; Tricia Barr <tricia@simmonsandwhite.com>; Richard Gallant <rgallant@loxahatcheegrovesfl.gov>
Subject: RE: CSX Temporary Closure Impacts to Loxahatchee Groves

Francine,

Thanks for the information, I've shared it with PBCTE, and the consultants working on the detour plan for review and follow-up discussion.

Thanks,

Mel Pollock, PE
Senior Project Engineer
SR 710 (Beeline Highway) Reconstruction

8895 N. Military Trail, Suite B-101
Palm Beach Gardens, FL 33410
561 214-5065 (C)

From: Francine Ramaglia <FRamaglia@loxahatcheegrovesfl.gov>

Sent: Monday, June 23, 2025 7:13 PM

To: Mel Pollock <mpollock@CORRADINO.com>

Cc: David Ricks <dricks@pbc.gov>; Joanne Keller M. <jkeller@pbc.gov>; Patrick Rutter <prutter@pbc.gov>; Todd J. Bonlarron <tbonlarr@pbcgov.org>; Amanda Vomero <avomero@pbcgov.org>; Sandt, Robert T <sandtr@pbso.org>; Sauers, Darla J. <sauersd@pbso.org>; Coleman, Eric T <colemane@pbso.org>; Mary McNicholas <mem@sluggett.com>; Tricia Barr <tricia@simmonsandwhite.com>; Richard Gallant <rgallant@loxahatcheegrovesfl.gov>

Subject: CSX Temporary Closure Impacts to Loxahatchee Groves

Mel,

Thank you so much for this evening's update—our team looks forward to the call tomorrow and also to vetting out some more localized solutions following the call. This email outlines some of the resources that our community requires during the temporary closure.

The Town, with the assistance of our traffic engineering and maintenance of traffic specialists, have reviewed the Northlake Boulevard at Beeline Highway, CSX Temporary Closure Impacts document dated June 16th, 2025. While the proposed Formal Detour Route takes travelers in Ibis, Ancient Tree, The Acreage and Westlake down to Southern Boulevard, it is more likely that Detour Route A, with local drivers choosing to go the known shortest route through Okeechobee Boulevard, will push a majority of the detour traffic through Loxahatchee Groves. Using Google Maps to spot check travel times, even though Okeechobee Boulevard is a two-lane, two-way roadway with a 30 MPH speed limit, the travel times are approximately 7 minutes shorter than taking the Formal Detour Route to Southern Boulevard.

Recent planned developments around the Town of Loxahatchee Groves have pushed our peak daily traffic count on Okeechobee Boulevard to over 16,000. Residents using Folsom Road and the “Lettered” north-south roads that intersect Okeechobee Boulevard struggle to find gaps to safely enter the roadway or to cross it. The Town traffic, unlike most of the other areas impacted, includes a mix of agriculture vehicles that are bigger and slower to accelerate and stop. The Town also has an active presence of pedestrians, cyclists and equestrians using Okeechobee Boulevard and north-south trails that cross the roadway. There are also several churches along the road that contribute significant traffic on the weekends. The Town has been actively working with Palm Beach County to address safety concerns for vehicles and pedestrians and equestrians using Okeechobee Boulevard.

We are concerned that your Existing Conditions section only addresses and offers solutions for the Formal Detour Route and not the Detour Route A, as it is undeniable that Okeechobee Boulevard will be severely impacted by the Northlake Boulevard CSX temporary closure. We would like to ask that Okeechobee Boulevard be given consideration and support as follows:

1. Variable Message Boards at the Town limits that remind users about the local speed limit of 30 MPH. Suggested message: SPEED LIMIT 30 MPH, STRICTLY ENFORCED. This is important to maintain slower speeds to give residents a better opportunity to enter onto Okeechobee Boulevard or to cross it.
2. Temporary Traffic Control measures be considered and placed at Okeechobee Boulevard intersections with the “Lettered” roads and Folsom Road in a way that would create gaps in traffic to allow residents safe access on to Okeechobee Boulevard or across it. These could incorporate flagging control, police intersection control, or temporary traffic signal control at specific intersections that can be determined in consultation between FDOT and the Town.
3. Review and update timing on all relevant traffic signals along Okeechobee Boulevard, particularly at Loxahatchee Groves Elementary School and Royal Palm Beach Elementary School.
4. Provide internal Road Closed to Local Traffic signs at all “Lettered” roads and Folsom Road.
5. Review Okeechobee Boulevard within Town limits and provide channelizing devices where there is evidence that vehicles use grass shoulder to sneak around stopped vehicles waiting for gaps to turn. This is necessary to protect the integrity of the roadway and shoulder.
6. Monitoring of the Detour Route A during the closure and commitment to adjust the Temporary Traffic Control as needed in a timely manner.
7. Recommendations of ways to encourage the use of the Formal Detour Route.

We also have the added complication of previously scheduled culvert crossing installations which may internally block the flow of traffic on at least one or two of our lettered roads and likely Folsom.

Again, we look forward to the call tomorrow. The Town is open to any and all ideas that can help ease the strain on the roadways and maintain—or enhance—roadway safety for residents, visitors, and all users during the detour period.

Francine L. Ramaglia

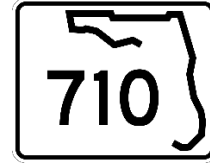
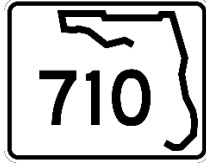
Town Manager | Town of Loxahatchee Groves
155 F Road | Loxahatchee Groves, FL 33470
Office: 561.277.2153 | Cell: 561.315.2369



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SR710 /Beeline Highway from Northlake Blvd to SR-708/Blue Heron Blvd

Financial Project IDs: 419251-1-52-01, 419251-1-52-02, and 419251-1-52-03

Federal Aid Project ID: D421-077-B

Contract No.: T4477 County: Palm Beach

Contract Duration: 1805 Calendar Days

Contract Amount: \$149,437,390.38

Start Date: March 17, 2024

FL2835 4022536-1006 Royal Palm Beach, PB County, FL Widening of SR710 and Northlake; 628096F, Auburndale Subdivision; SX-960.47

CSX Track Panel and Rail Replacement Logistics at Northlake Boulevard Crossing

Local Stakeholder Input Meeting Summary

Tuesday – June 24, 2025 @ 10:00am

INTRODUCTIONS

- a. CEI Team acknowledged elected officials, the attendee list is included after the meeting summary. Please review to ensure appropriate titles. *The meeting was announced and recorded for project records and to ensure clarity on details of items discussed. Meeting transcript distributed with general summary:*

[Recap: FL2835: Royal Palm Beach, PB County, FL Widening of SR710 and Northlake; 628096F, Auburndale Subdivision; SX-960.47 FIN 419251-1-52-01 - Track Panel and Rail Replacement Logistics at Northlake Boulevard Crossing - Local Stakeholder Input Update Tuesday, June 24](#)

- b. Meeting housekeeping – please note raised hand in the virtual space or include questions/comments in the teams chat. Once we go through general information, everyone will have the opportunity to have all questions and suggestions addressed.

OVERVIEW OF RAIL CROSSING AT NORTHLAKE BOULEVARD FOR NEW ATTENDEES

- a. Maintenance Agreement in place between CSX and Palm Beach County. While this is a Palm Beach County Road and agreement, it is included within the limits of the active FDOT construction project, with work effort contemplated and included for the roadway improvements, which is why FDOT is taking the lead on this coordination.
- b. Signalization work is necessary for FDOT construction project phase shifts. The next traffic control phase will shift Eastbound Northlake Boulevard traffic towards the median to create an outside shoulder work zone for drainage and road-building activities. Additional signalization work is being coordinated for traffic shifts to occur later, however this work can be accomplished without prolonged full closures of the roadway.
- c. Conditions of track cited by CSX, rail replacement work targeted to align with signalization work planned for this summer with seasonal traffic at lowest volumes along with schools on summer break.

Regarding CSX work, we can confirm the following information:

- A CSX closure is necessary to fully replace the crossing due to cited rail safety concerns by CSX.
- This will be a full closure of the Eastbound and Westbound lanes at the crossing on Northlake Boulevard.
- The duration is expected to be 8 days. Once closed, the crossing will not re-open until work is completed.
- Closure to commence on a Friday evening.
- Emergency Access both EB/WB will be maintained using the SE Beeline Highway to Westbound Northlake Boulevard Ramp under 24/7 law enforcement control.
- CSX is confirming the date, with a current focus on the third Friday in July.

- Three Week's advance notice will be provided to the public.
- Detour route options and enhancements (signal timing adjustments, geometry analysis, signage, etc.) are being assessed with PBCTE, Municipalities and FDOT's Smart Workzone Consultant.
- CSX advises the start date will be confirmed this week.

REVIEW OF DETOUR OPTIONS

- Please see the attached maps developed by FDOT's Smart Workzone Consultant, in conjunction with PBCTE for discussion. *The two primary routes were discussed at length, how to optimize the signalization to maximize throughput, strategic placement of PCMS (variable message signs) along the corridors, assessment of geometric conditions, utilization of regional messaging (I-95, Florida's Turnpike), eliminating lane closures and impactful work during the closure period to assist in mobility and emergency response (permits, active construction, maintenance work, etc. on the corridors, which are primarily Palm Beach County facilities until the southern connections), coordination of signals in the system, connection of remote signals via modem installs to allow PBCTE to assess and adjust timings in real time. Additional coordination requested for Indian Trails Improvement District, Loxahatchee Groves and Royal Palm Beach to ensure accessibility from secondary roads onto the primary routes. Speed enforcement and general heightened law enforcement presence discussed. Detour route plans are being finalized, including emergency access use of the ramp. Once complete, the plans will be shared for comment, and reviewed for device implementation. FDOT and PBC will review options for best delivery of resources between available avenues of implementation. FWC and WPB Grassy Waters access will be accommodated with the finalized closure plan.*

ADDITIONAL QUESTIONS AND COMMENTS FROM ATTENDEES

- Please utilize either the chat to enter questions and comments or raise virtual hand. CEI will moderate until all items have been addressed. *Please review transcript. FDOT encouraged and plans to maximize construction project work effort during the closure to better minimize future impacts. All attendees encouraged to continue to provide accurate information to media, and public inquiries. A notification flyer has been developed that will be distributed as soon as CSX confirms the closure date. This will be distributed by all available means, posted on social media, municipal distribution lists, etc., with door-to-door delivery planned for corridor businesses. Generally noted the coordination and cooperation between agencies as these plans continue to be defined.*

SCHEDULE AND NEXT STEPS

- Emergency Management Access – Plan being finalized for use of the SR 710 / Beeline Highway Access Ramp to Westbound Northlake Boulevard for 24/7 use. *CEI/project team will share with emergency services within the week.*
- Hurricane Plan Criteria – 72-hour advance go/no go criteria confirmed with CSX. Additional plan details being developed for contingencies during rail replacement operations for evacuation orders. *Means and methods, and how long it would take CSX to open the eastbound lanes being verified by CEI.*
- Public Outreach – will be coordinated through FDOT and the active construction project team. All inquiries encouraged to be sent to team for follow-up, and encourage this group to please work to dispel incorrect information as encountered in conversations with stakeholders. *Palm Beach County and Municipal liaisons identified for further coordination.*

ACTION ITEMS

- CEI and Stakeholder Team:**
 - Review SR 710 / Beeline Highway Access Ramp to Westbound Northlake Boulevard to determine work needed for emergency access, including median crossovers on both roadways. *Ongoing, CEI will share within the week.*
 - Coordinate with Palm Beach County and Smart Workzone Consultant to assess detour routes and signalized intersections along routes, determine signalization and geometry improvements. *Ongoing. PBCTE installing modems for*

- connection to signals not currently in system, develop signal timing plan.*
- iii. Coordinate with FDOT Construction Project Engineer of Record to finalize detour traffic control plan. ***Finalizing, CEI will share within the week.***
 - iv. Develop community outreach materials, coordinate closely with municipalities, project distribution list, NCNC and other stakeholders as schedule is finalized. Three week's notice will be minimum notification threshold. ***Flyer developed, being vetted for distribution once dates finalized.***
 - v. Continue close coordination with emergency services on overall schedule, access details, coordinate law enforcement needs with all agencies. **Ongoing.**

b. CSXT/STV Team:

- i. Confirm rail joint to occur between Eastbound/Westbound Northlake Boulevard crossing and SR 710 / Beeline Highway Access Ramp to Westbound Northlake Boulevard, allowing use of the ramp for emergency services. **Confirmed.**
- ii. Confirm availability of Dynamic Stabilizer to potentially reduce closure of the Eastbound/Westbound Northlake Boulevard. **Not available.**
- iii. Confirm date in July for Friday closure based on availability of resources and overall schedule. **Pending confirmation by 6/27.**

ADJOURNMENT – Summary will be distributed to all attendees, along with a link to the transcript. Additional update and coordination meetings will be scheduled over the next few weeks as details and plan finalized. We appreciate your involvement in this process.

Participants (82– Direct, additional conferenced)

Elected Officials

Palm Beach County Mayor Maria Marino
 Palm Beach County Commissioner Gregg Weiss
 Village of Royal Palm Beach Mayor Jeff Hmara
 City of West Palm Beach Commissioner Joe Peduzzi
 Jon Carter, Chief of Staff to Palm Beach County Vice Mayor Sara Baxter
 Niels Heimeriks, Chief of Staff to Palm Beach County Commissioner Weiss
 Jana Panarites, Assistant Chief of Staff to Palm Beach County Commissioner Weiss
 Melissa Santoro, Assistant Chief of Staff to Palm Beach County Mayor Marino
 Sandrea Bhoorasingh, Assistant Chief of Staff to Palm Beach County Mayor Marino
 Malcolm Sommons II, Assistant Chief of Staff to Palm Beach County Commissioner Powell
 Theresa Lawrence, Assistant Chief of Staff to Palm Beach County Commissioner Powell

Palm Beach County Staff

Todd J Bonlarron, Acting County Administrator
 Patrick Rutter, Assistant County Administrator
 David Ricks, County Engineer
 Joanne M. Keller, Assistant County Engineer
 Motasem Al-Turk, Director, Traffic Division
 Melissa Ackert, Assistant Director, Traffic Division
 Giri Jeedigunta, Signal Timing Consultant – Traffic Division
 Graciela M'Causland, Construction Project Manager
 Lady Hereford, Manager – Public Information Services
 Lisa De La Rionda, Director, Public Affairs Department
 John Jamason, Deputy Director, Public Affairs Department
 Heather Shirm, Director, Strategic Communications
 Jillian Rhein, Manager, Digital Marketing & Communications
 Kenny Rampersad - PBC Engineering & Public Works
 Chief William Rowley, Palm Beach County Fire Rescue Battalion 1
 Chief Amanda Vomero, Palm Beach County Fire Rescue Battalion 2
 Captain Dieter A Josef - Palm Beach County Sheriff's Office District 3
 Sergeant Steven Langevin, Palm Beach Sheriff's Office District 5
 Lieutenant Darla Sauers, Palm Beach Sheriff's Office, Executive Officer, Districts 15, 17, 18

Mackenzie Sauers, PBSC, Assistant
 Jill Gregory, Executive Assistant to the Fire Chief, Palm Beach County Fire Rescue
 Sherry Moser, Executive Assistant to Acting County Administrator Bonlarron
 Ana Silva, Executive Assistant to Assistant County Administrator Rutter

Palm Beach Gardens Staff

Ron Ferris, City Manager
 Todd Engle, City Engineer
 David Reyes, Community Services Administrator/Dir. of Emergency Management
 Giles Rhoads, Operations Director of Engineering
 Keith Bryer, Fire Chief
 James Ippolito, Deputy Fire Chief
 David Markle, Administrative Chief - Operations
 Dominick Pape, Chief of Police
 Casey Mitchell, General Manager, Sandhill Crane Golf Club

West Palm Beach Staff

Armando Fana, Assistant City Administrator
 Kevin Volbrecht, Director of Engineering Services
 Veronica Altuve, Traffic Engineer
 Cristine Perdomo, Traffic Engineer
 Dianna Matty, Fire Chief, West Palm Beach Fire Department
 Brian Walker, Division Chief of Special Operations, West Palm Beach Fire Department
 Anthony Spatara, Assistant Chief of Police, West Palm Beach Police Department

Other Municipal Attendees

Thomas Reinart, Regional Director – South Region, Florida Fish & Wildlife Conservation Commission
 Chris March – Village Engineer, Village of Royal Palm Beach
 Burgess Hanson, Executive Director, Indian Trails Improvement District
 Jay Foy, District Engineer, Indian Trails Improvement District
 Richard Gallant, Director of Public Works, Town of Loxahatchee Groves
 Francine L. Ramaglia, Town Manager, Town of Loxahatchee Groves
 Caryn Gardner-Young, Community Standards Director, Town of Loxahatchee Groves
 Mary McNicholas, Geoffrey B. Sluggett & Associates, Inc., Town of Loxahatchee Groves - Government Relations
 Geoff Sluggett, Geoffrey B. Sluggett & Associates, Inc., Town of Loxahatchee Groves - Government Relations
 Kenneth Cassel, District Manager, Seminole Improvement District
 Brian Ruscher, Deputy Director of Multimodal Development, Palm Beach TPA
 Tricia Barr, Simmons and White, Senior Traffic Engineer

FDOT Staff

Matt Carlock, D4 Construction Engineer
 Ed Caballero, Palm Beach Operations Engineer
 Joe Marzi, Palm Beach Operations Construction Engineer
 James Hughes, D4 Design Project Manager
 Irj Tajdar, FDOT D4 Office Modal Development Rail coordinator -CSX
 Maria James, FDOT D4 Office Modal Development Rail coordinator – crossings and closures
 Mark Cooper, FDOT D4 Office Modal Development Consultant
 Daniel Tesso, FDOT D4 Office Modal Development Rail

Project Team

CEI – Mel Pollock - Senior Project Engineer, Pat Kennedy, Chris Jones – Project Administrators, Dawn Steele -
 CSS, Rebecca Chulhan - Engineer Intern, Silvana Ojeda - Community Outreach, Caroline Byrd – Summer Intern
 Shelby Coke/Allison Glunt, FDOT Smart Workzone Consultant
 Hugo Gutierrez, Engineer of Record HDR
 Robert Hideck, Traffic Control Plan Engineer of Record, Hardesty and Hanover
 Claudia Mendez, Asphalt Group, Contractor's Construction Project Manager



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: July 1, 2025

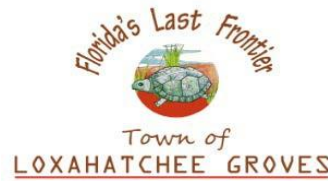
SUBJECT: Presentation on Final Results of Legislative Session Including Appropriations by Ronald Book, P.A., Town's State Lobbyist

Background:

Presentation on Final Results of Legislative Session Including Appropriations by Ronald Book, P.A., Town's State Lobbyist

Recommendation:

N/A



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: July 1, 2025

SUBJECT: Presentation on Recognition of Service and Appreciation to Former Councilmember Phillis Mangilia

Councilmember Phillis Maniglia faithfully served the community as a member of the Town Council from 2018-2025. During her tenure, she demonstrated a strong commitment to public service, civic engagement, and the well-being of our residents. Her leadership, dedication, and collaborative spirit contributed meaningfully to numerous initiatives and improvements throughout the Town.

We are taking the opportunity to present Former Councilmember Maniglia with a plaque to formally recognize and express our sincere appreciation to Former Councilmember Maniglia for her valuable contributions and distinguished service, and extend heartfelt appreciation for her lasting impact on the community.

Recommendation:

N/A

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: TOWN COUNCIL, TOWN OF LOXAHATCHEE GROVES

FROM: FRANCINE RAMAGLIA, CPA, AICP, ICMA-CM, TOWN MANAGER

DATE: TUESDAY, JULY 1, 2025

SUBJECT: APPROVAL OF THE REVISED TOWN COUNCIL MEETING SCHEDULE

Background:

At the beginning of each year, the Town Council is presented with a calendar of scheduled Town Council Regular Meeting dates from July 2025 – May 2026. These meeting dates are subject to change at the approval of the Town Council.

Town of Loxahatchee Groves

The Town Council Regular Meetings are held on the 1st Tuesday of the Month:

- 6:00/6:30 P.M. Tuesday, July 1, 2025 – Budget Meeting
- 6:00 P.M. Tuesday, July 15, 2025 – Town Council (*Planning and Zoning Related Item Meetings*) **TENTATIVE**
- 6:00/6:30 P.M. Tuesday, August 5, 2025 – Community Discussion & Town Council Meeting
- 5:30 P.M. Tuesday, August 19, 2025 – Town Council (*Planning and Zoning Related Item Meetings regarding Bove Project*)
- 6:00 P.M. Tuesday, September 2, 2025 – Town Council/Budget Hearing 1st Reading
- 6:00 P.M. Tuesday, September 16, 2025 – Town Council (*Planning and Zoning Related Item Meetings*) **TENTATIVE**
- 6:00 P.M. Wednesday, September 17, 2025 – Budget Hearing 2nd Reading
- 6:00/6:30 P.M. Tuesday, October 7, 2025 – Community Discussion & Town Council Meeting
- 6:00 P.M. Tuesday, October 21, 2025 – Town Council (*Planning and Zoning Related Item Meetings*) **TENTATIVE**

- 6:00/6:30 P.M. Tuesday, November 4, 2025 – Community Discussion & Town Council Meeting
- 6:00 P.M. Tuesday, November 18, 2025 – Town Council (*Planning and Zoning Related Item Meetings*) **TENTATIVE**
- 6:00/6:30 P.M. Tuesday, December 2, 2025 – Community Discussion & Town Council Meeting
- 6:00 P.M. Tuesday, December 16, 2025 – Town Council (*Planning and Zoning Related Item Meetings*) **TENTATIVE**
- 6:00/6:30 P.M. Tuesday, January 6, 2026 – Community Discussion & Town Council Meeting
- 6:00 P.M. Tuesday, January 20, 2026 – Town Council (*Planning and Zoning Related Item Meetings*) **TENTATIVE**
- 6:00/6:30 P.M. Tuesday, February 3, 2026 – Community Discussion & Town Council Meeting
- 6:00 P.M. Tuesday, February 17, 2026 – Town Council (*Planning and Zoning Related Item Meetings*) **TENTATIVE**
- 6:00/6:30 P.M. Tuesday, March 3, 2026 – Community Discussion & Town Council Meeting
- 6:00 P.M. Tuesday, March 17, 2026 – Town Council (*Planning and Zoning Related Item Meetings*) **TENTATIVE**
- 6:00/6:30 P.M. Tuesday, April 7, 2026 – Community Discussion & Town Council Meeting
- 6:00 P.M. Tuesday, April 21, 2026 – Town Council (*Planning and Zoning Related Item Meetings*) **TENTATIVE**
- 6:00/6:30 P.M. Tuesday, May 5, 2026 – Community Discussion & Town Council Meeting
- 6:00 P.M. Tuesday, May 19, 2026 – Town Council (*Planning and Zoning Related Item Meetings*) **TENTATIVE**

The third Tuesday of each month will be reserved tentatively for Planning and Zoning-related items to come before the Loxahatchee Groves Town Council.

Below are the Budget Hearing dates for the County and the School District.

Palm Beach County Board of County Commissioners

- Tuesday, September 9, 2025 – 1st Public Hearing – 5:05 p.m.
- Tuesday, September 16, 2025 – 2nd Public Hearing – 5:05 p.m.

School District of Palm Beach County

- Thursday, July 30, 2025 – Tentative Budget Adoption Meeting – 5:05 P.M.
- Wednesday, September 10, 2025 – 2nd Final Budget Adoption Meeting – 5:05 P.M.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: July 1, 2025

SUBJECT: Consideration of Approval on *Resolution No. 2025-48 - Emergency Revolving Line of Credit Agreement*

Background:

In December 2020, the Town entered into an Emergency Revolving Line of Credit Agreement with BankUnited, N.A., establishing a not-to-exceed \$500,000 revolving line of credit (the “Note”) to ensure short-term access to emergency funds. The initial maturity date of the Note was June 7, 2023, and it was previously extended to June 7, 2025.

The Town has requested, and the Bank has agreed, to extend the maturity date of the Note by an additional three years, through June 7, 2028. In connection with this extension, the Town and the Bank have negotiated and prepared a Second Agreement Extending and Amending Line of Credit Agreement, and a corresponding Second Amendment to the Note.

Key updates include:

- Extension of the Note’s maturity date to June 7, 2028
- Revision of annual fee terms and renewal conditions
- Updated provisions regarding extension requests and financial reporting
- Payment of fees to BankUnited and its legal counsel in connection with the extension

The Town Council’s approval of **Resolution No. 2025-48** will authorize execution of the Extension Agreement and Second Amendment to the Note.

Fiscal Impact

- **Renewal Fee:** \$2,000
- **Bank Counsel Fee (DiGiore Legal Group):** Not to exceed \$3,500
- **Town Attorney and Bond Counsel Fees:** Invoiced separately post-closing

Funds are available in the adopted FY 2024–2025 budget for these expenses.



155 F Road Loxahatchee Groves, FL 33470

Recommendation:

Staff recommends that the Town Council adopt ***Resolution No. 2025-48***, authorizing the Town to enter into the Second Agreement Extending and Amending Line of Credit Agreement and execute the Second Amendment to the Note, thereby extending the Town's emergency revolving line of credit through June 7, 2028.

RESOLUTION NO. 2025-48

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDIA, AUTHORIZING THE ISSUANCE OF AN EXTENSION TO ITS EMERGENCY LINE OF CREDIT REVOLVING NOTE, SERIES 2020; AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT EXTENDING AND AMENDING LINE OF CREDIT AGREEMENT WITH BANKUNITED, N.A.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves, Florida (the “Town”) previously entered into an Emergency Revolving Line of Credit Agreement (the “Agreement”) with BankUnited, N.A. (the “Bank”), providing for the issuance of a not to exceed \$500,000 Emergency Revolving Line of Credit Note (the “Note”); and

WHEREAS, the Town has requested that the Bank agree to amending the Agreement to provide for an extension of the maturity of the Note from June 7, 2025, to June 7, 2028; and

WHEREAS, the Bank has agreed to such request.

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

Section 1. Ratification of “WHEREAS” Clauses. 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. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the Town of Loxahatchee Groves, Florida, and other applicable provisions of law.

Section 3. Authorization of Second Agreement Extending and Amending Line of Credit Agreement and Second Amendment to Note. Subject and pursuant to the provisions of this Resolution, the Town is hereby authorized to enter into the Second Agreement Extending and Amending Line of Credit Agreement (the “Extension Agreement”) in substantially the form attached hereto as Exhibit “A,” and the Second Amendment to Note is hereby authorized to be issued as provided in the Extension Agreement.

Section 4. Renewals; Extensions. The maturity date of the Note may be further extended, and/or the Note may be renewed, as provided in the Extension Agreement.

Section 5. Amendment. This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Note without the written consent of the Bank.

Section 6. Resolutions in Conflict. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. Severability. 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 8. Applicable Provisions of Law. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

Section 9. Authorizations. The Mayor, the Town Clerk, and such other officials and employees of the Town as may be designated by the Mayor are each designated as agents of the Town in connection with the issuance and delivery of the Note and are authorized and empowered, collectively or individually, to take all action and steps and to execute the Extension Agreement and all other instruments, documents, and contracts on behalf of the Town that are necessary or desirable in connection with the execution and delivery of the First Amendment to Note, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

Section 10. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

[THIS PORTION INTENTIONALLY LEFT BLANK.]

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 1ST DAY OF JULY, 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 Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4

EXHIBIT “A”

FORM OF SECOND AGREEMENT EXTENDING AND AMENDING LINE OF CREDIT AGREEMENT

CLOSING STATEMENT

For: Town of Loxahatchee Groves, Florida

Date: June 10, 2025

Re: Extension of and Second Amendment to Not to Exceed \$500,000 (outstanding from time to time) Town of Loxahatchee Groves, Florida, Emergency Revolving Line of Credit Note, Series 2020 (the “Note”)

The Town of Loxahatchee Groves, Florida (the “Issuer”) shall pay closing costs of the Note as follows:

1. To BankUnited, N.A. (the “Lender”), the Lender’s fee of \$2,000.00 as consideration for extending the Maturity Date of the Note. The Issuer authorizes payment of said amount by debit to the Town’s account #*****1418 with Lender.
2. To DiGiore Legal Group, \$3,500.00 for serving as Lender’s Counsel, to be paid by check.
3. _____, the Town Attorney, and Greenberg Traurig P.A., the Town’s Bond Counsel, will invoice the Town for their services post-closing, Payment will be made by check.

Approved this ____ day of June, 2025.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

By: _____

Name: _____

Title: _____

SECOND AGREEMENT EXTENDING AND AMENDING LINE OF CREDIT AGREEMENT

This Agreement (“Agreement”) made and entered into as of June 10, 2025, by and between the Town of Loxahatchee Groves, a Florida municipal corporation (the “Town”) and BankUnited, N.A., a national banking association (the “Bank”), extending and amending that certain Emergency Revolving Line of Credit Agreement between the Town and the Bank dated December 10, 2020 (the “Line of Credit Agreement”).

WHEREAS, the Bank and the Town previously entered into the Line of Credit Agreement, pursuant to which the Town issued its not to exceed \$500,000 Emergency Revolving Line of Credit Note, Series 2020 (the “Note”) for the purpose of establishing an emergency line of credit; and

WHEREAS, Section 14 of the Line of Credit Agreement provides that the Bank may extend the Line of Credit Agreement for a period not to exceed three (3) years, by written request of the Town delivered to the Bank not less than ninety (90) days prior to the Maturity Date of June 7, 2025; and

WHEREAS, the Town failed to so notify the Bank, but has now requested that the Bank extend the Line of Credit Agreement for an additional three years, to June 7, 2028, and the Bank has agreed to such request; and

WHEREAS, in connection therewith, in order to evidence said extension, Town shall execute a First Amendment to Note (the “First Amendment to Note”) in the form attached as Exhibit “A” hereto; and

WHEREAS, the Town and the Bank further desire to amend the Line of Credit Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, the parties do hereby agree as follows:

SECTION 1. EXTENSION OF LINE OF CREDIT AGREEMENT. The current Maturity Date of the Note is hereby extended to June 10, 2028.

SECTION 2. AMENDMENTS TO LINE OF CREDIT AGREEMENT.

A. Section 14 of the Line of Credit Agreement is hereby amended in its entirety to read as follows:

SECTION 14. EXTENSION OF MATURITY DATE. Not later than ninety (90) days prior to the then Maturity Date of the Note, the Town may by written notice to the Bank request that the Bank extend the then Maturity Date of

the Note. The extension, if granted, shall extend the Maturity Date of the Note by such period of time as agreed to by the Bank, not to exceed three (3) years. Failure of the Bank to provide a written response to the Town within thirty (30) days after receipt of such request shall be deemed a rejection by the Bank of such request. If the Bank agrees to extend the then Maturity Date, the Town shall, except as otherwise agreed to in writing by the Bank, be deemed to have made the representations and warranties contained herein on and as of the date on which the new note is issued.

The Bank's decision of whether to agree to extend the then Maturity Date of the Note shall be in the Bank's sole discretion, shall be subject to such additional terms and conditions as the Bank may impose. Any extension of the then Maturity Date to a date later than June 7, 2028, shall be subject to payment by the Town of a \$2,000 renewal fee, plus payment of any legal fees incurred by the Bank in connection with the extension.

B. Section 15 of the Line of Credit Agreement is hereby amended in its entirety to read as follows:

SECTION 15. FEES. The Town agrees to pay to the Bank, on each anniversary of the date of the Second Amendment to Note, in arrears, a fee equal to ten basis points (0.10%) on the average unused amount of the Note, based on the average daily amount of the Note which is undisbursed and uncanceled since the later of the date of issuance of the First Amendment to Note or the prior anniversary thereof.

SECTION 3. APPROVAL OF SECOND AMENDMENT TO NOTE. The Town approves and authorizes the execution of the Second Amendment to Note in the form attached hereto as Exhibit "A." The Second Amendment to Note shall modify the Note consistent with the changes to the Line of Credit Agreement made by this Agreement, effective as of the dated date hereof. The Second Amendment to Note shall be executed in same manner as provided in Section 4 of the Line of Credit Agreement for the execution of the Note, and shall be affixed to the Note. Future amendments to the Note, if approved, shall be in substantially the same form.

SECTION 4. PAYMENT OF FEES. The Bank acknowledges that the Town has paid the Bank a fee of \$2,000 in consideration for extending the Maturity Date of the Note. Said fee is in lieu of and not in addition to the \$1,000 renewal fee provided for in the Line of Credit Agreement. In addition, the Town shall pay the fees of DiGiore Legal Group, counsel to the Bank, in an amount not to exceed \$3,500.

SECTION 5. RECEIPT OF AUDITED FINANCIAL STATEMENTS. The Town agrees to provide the Bank with its audited financial statements for its fiscal year ended September 30, 2025 within one hundred eighty (180) days of the date of the Second Amendment to Note. Notwithstanding anything in the Line of Credit Agreement to the contrary, no draws shall be

permitted until the Town provides the Bank with such audited financial statements and the Bank determines said audited financial statements to be satisfactory.

SECTION 6. AGREEMENT TO REMAIN IN FULL FORCE AND EFFECT. The Line of Credit Agreement shall remain in full force and effect, as extended and amended hereby.

SECTION 7. EFFECTIVE DATE. This Agreement Extending and Amending Line of Credit Agreement shall take effect immediately upon its execution by the parties hereto.

Entered into this 10th day of June, 2025.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Anita Kane, Mayor

ATTEST:

_____, Town Clerk

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

_____, Esq., Town Attorney

BANKUNITED, N.A.

By: _____

Name: _____

Title: _____

EXHIBIT A

FORM OF SECOND AMENDMENT TO NOTE

REGISTERED
No. R- 1

REGISTERED
Not to exceed
\$500,000.00

UNITED STATES OF AMERICA
STATE OF FLORIDA
TOWN OF LOXAHATCHEE GROVES
EMERGENCY REVOLVING LINE OF CREDIT NOTE, SERIES 2020

The Emergency Revolving Line of Credit Note, dated December 10, 2020, as amended by that certain First Amendment to Note dated June 7, 2022 (collectively, the “Note”) issued by the Town of Loxahatchee Groves, Florida (the “Town”) and held by BankUnited, N.A. (the “Bank”), is modified to extend the Maturity Date from June 7, 2022 to June 7, 2028.

IN WITNESS WHEREOF, the Town of Loxahatchee Groves, Florida has issued this First Amendment to Note and has caused the same to be executed by the manual signature of the Mayor and attested by the manual signature of the Town Clerk and its corporate seal or a facsimile thereof to be affixed or reproduced hereon, all as of the ____ day of June, 2025.

FLORIDA
(SEAL)

TOWN OF LOXAHATCHEE GROVES,

Mayor

ATTEST:

Town Clerk

Consented to this ____ day of June, 2025

BANKUNITED, N.A.

By: _____

Name: _____

Title: _____

**EXTENSION OF AND SECOND AMENDMENT TO NOT TO EXCEED \$500,000
(outstanding from time to time)
TOWN OF LOXAHATCHEE GROVES, FLORIDA
EMERGENCY REVOLVING LINE OF CREDIT NOTE, SERIES 2020**

ISSUER CERTIFICATE

The undersigned officers, for and on behalf of the Town of Loxahatchee Groves, Florida (the “Issuer”) DO HEREBY CERTIFY THAT:

1. They are the duly elected or appointed, qualified and acting incumbents of their respective offices of the Issuer, as set forth after their signatures hereto, and as such are familiar with its books and corporate records.

2. The Issuer previously entered into a Line of Credit Agreement dated December 10, 2020, as modified by that certain Agreement Extending and Amending Line of Credit Agreement dated June 7, 2022 (collectively, the “Extension Agreement”) with BankUnited, N.A. (the “Bank”) authorizing the Issuer to extend its Emergency Revolving Line of Credit Note, Series 2020 in the aggregate principal amount not to exceed \$500,000 (the “Note”). The Issuer adopted, on June 10, 2025, a resolution (the “Resolution”) authorizing the Issuer to enter into that certain Second Agreement Extending and Amending Line of Credit Agreement with the Bank (the “Extension Agreement”) and to issue a Second Amendment to Note (the “Amendment to Note”). The Resolution was adopted by at least a majority of the members of the Town Council of the Issuer at a meeting duly called and held at which a requisite number of members of the Town Council of the Issuer were present and acting throughout. The Resolution has not been repealed, revoked, rescinded or amended and is in full force and effect on the date hereof.

3. The Extension Agreement and the Amendment to Note have been duly authorized, executed, authenticated, issued and delivered and constitute the legal, valid and binding obligations of the Issuer, enforceable in accordance with their terms and in conformity with the provisions of the Constitution and laws of the State of Florida.

4. No Event of Default has occurred and is continuing under the Agreement or the Note and no event or occurrence which, with the passage of time or the giving of notice, or both, would constitute an Event of Default thereunder, has occurred and is continuing.

5. The Note, as modified, is the only indebtedness of the Issuer in any manner secured by or payable from the FEMA Proceeds, the State Proceeds, the County Proceeds or the Legally Available Non-Ad Valorem Revenues (all as defined in the Agreement), except as otherwise set forth in the Issuer’s audited financial statements for its fiscal year ended September 30, 2024.

6. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, pending or, to the knowledge of the undersigned, threatened against or affecting the Issuer, (a) restraining or enjoining the issuance or delivery of the Extension Agreement or the Amendment to Note; (b) contesting or questioning in any way

the terms and provisions of the Agreement, the Note, Extension Agreement and the Amendment to Note; (c) questioning or challenging the legality, enforceability or validity of any of the Legally Available Non- Ad Valorem Revenues, or (d) in any manner questioning the proceedings and authority under which the Note or the First Amendment to Note is issued or affecting the validity of the same or the security therefor or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Agreement, the Note, the Extension Agreement or the Amendment to Note or would materially affect the ability of the Issuer to comply with the terms of the Agreement, the Note, the Extension Agreement or the Amendment to Note.

7. All of the financial information provided to the Bank by the Issuer is correct. There has been no material adverse change in the finances of the Issuer since such information was provided.

8. All proceedings of the Issuer at which the Extension Agreement and the Amendment to Note were considered were conducted in compliance with the provisions of all applicable state and local public meetings laws. Neither the undersigned Mayor nor, and to the best knowledge of the Mayor any other member of the Town Council, while meeting together with any other member or members of the Town Council, reached any conclusion as to the actions taken by the Town Council with respect to the Resolution, the Extension Agreement and the Amendment to Note, except at duly noticed meetings of the Town Council.

9. The undersigned do not, and to the best knowledge of the undersigned no member of the Town Council has or holds any employment or contractual relationship with the Bank, except as fully and fairly disclosed in compliance with the provisions of Section 112.3143, Florida Statutes.

WITNESS our hands and the corporate seal of the Issuer as of the 10th day of June, 2025.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

By: _____
Anita Kane
Mayor

[SEAL]

By: _____

Town Clerk

By: _____
Francine Ramaglia
Town Manager

EXHIBIT “A”

FORM OF SECOND AGREEMENT EXTENDING AND AMENDING LINE OF CREDIT AGREEMENT

FIRST AMENDMENT TO NOTE

REGISTERED
No. R- 1

REGISTERED
Not to exceed
\$500,000.00

UNITED STATES OF AMERICA
STATE OF FLORIDA
TOWN OF LOXAHATCHEE GROVES
EMERGENCY REVOLVING LINE OF CREDIT NOTE, SERIES 2020

The Emergency Revolving Line of Credit Note, dated December 10, 2020, as amended by that certain First Amendment to Note dated June 7, 2022 (collectively, the “Note”) issued by the Town of Loxahatchee Groves, Florida (the “Town”) and held by BankUnited, N.A. (the “Bank”), is modified to extend the Maturity Date from June 7, 2022 to June 7, 2028.

IN WITNESS WHEREOF, the Town of Loxahatchee Groves, Florida has issued this First Amendment to Note and has caused the same to be executed by the manual signature of the Mayor and attested by the manual signature of the Town Clerk and its corporate seal or a facsimile thereof to be affixed or reproduced hereon, all as of the 10th day of June, 2025.

FLORIDA
(SEAL)

TOWN OF LOXAHATCHEE GROVES,

Mayor

ATTEST:

Town Clerk

Consented to this 10th day of June, 2025

BANKUNITED, N.A.

By: _____

Name: _____

Title: _____

Taxpayer First Act Section 2202 Taxpayer Consent

I understand, acknowledge, and agree that the BankUnited, NA ("Lender") and Other Loan Participants, if applicable, can obtain, use and share tax return information for purposes of (i) providing an offer; (ii) originating, maintaining, managing, monitoring, servicing, selling, insuring, and securitizing a loan; (iii) marketing; or (iv) as otherwise permitted by applicable laws, including state and federal privacy and data security laws. "Lender" includes the Lender's affiliates, agents, service providers and any of aforementioned parties' successors and assigns. "Other Loan Participants" includes any actual or potential owners of a loan resulting from your loan application, or acquirers of any beneficial or other interest in the loan, any mortgage insurer, guarantor, any servicers or service providers for these parties and any of aforementioned parties' successors and assigns.

BORROWER:

TOWN OF LOXAHATCHEE GROVES, FLORIDA

By: _____

Name: _____

Title: _____

USA PATRIOT ACT DISCLOSURE- Customer Identification Program

What the law requires

Customer identification for new accounts

Section 326 of the USA PATRIOT ACT requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This information is used to assist the United States government in the fight against the funding of terrorism and money-laundering activities.

What this means to you

When you open an account, we will ask for your name, physical address, tax identification number and date of birth. We may also ask you to see a driver's license, passport or other identifying documents to verify the accuracy of the information provided. The definition of an account covers a broad range of financial transactions, such as a deposit account, loan or similar type of service.

I/we acknowledge that I/we received a copy of this disclosure.

Date: June 10, 2025

BORROWER:

TOWN OF LOXAHATCHEE GROVES, FLORIDA

By: _____

Name: _____

Title: _____

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

**AGENDA MEMO**

TO: LOXAHATCHEE GROVES TOWN COUNCIL

VIA: FRANCINE L. RAMAGLIA, TOWN MANAGER

FROM OFFICE OF THE TOWN CLERK

DATE: TUESDAY, JULY 01, 2025

**SUBJECT: CONSIDERATION OF APPROVAL ON *RESOLUTION NO. 2025-51*
RATIFICATION OF APPOINTMENT – CASSIE SUCHY TO THE
PLANNING AND ZONING BOARD / LOCAL PLANNING AGENCY (LPA)**

Background:

On May 6, 2025, by motion and vote, the Town Council approved Council Member Lisa El-Ramey's nomination of Ms. Cassie Suchy to the LPA/Planning and Zoning Board. At the time of the vote, Ms. Suchy had not submitted her required committee application to the Office of the Town Clerk. The Office of the Town Clerk has since received her committee application, a copy of which is attached.

Recommendation:

Staff recommends that the Town Council ratify the appointment of Cassie Suchy to the LPA/Planning and Zoning Board by approval of ***Resolution No. 2025-51***.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2025-51

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RATIFYING THE APPOINTMENT OF CASSIE SUCHY AS A REGULAR MEMBER OF THE TOWN'S PLANNING AND ZONING BOARD, ALSO SERVING AS THE LOCAL PLANNING AGENCY; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Board is established under Chapter 34, Article II of the Town of Loxahatchee Groves Code to serve as an advisory body providing recommendations to the Town Council on planning and zoning-related matters; and

WHEREAS, the Town Council, through the adoption of Ordinance No. 2019-04, amended Section 34-1(a) of the Loxahatchee Groves Code, designating the Planning and Zoning Board as the Local Planning Agency for the Town pursuant to Section 163.3174(1), Florida Statutes, and assigned to it the duty of reviewing and making recommendations on amendments to the Town's Unified Land Development Code; and

WHEREAS, on May 6, 2025, the Town Council of the Town of Loxahatchee Groves unanimously confirmed the appointment of **Cassie Suchy** as a regular member of the Planning and Zoning Board/Local Planning Agency; and

WHEREAS, it is the intent of the Town Council to ratify said appointment to reflect the decision made during the duly noticed and convened Town Council meeting.

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 hereby ratifies the appointment of **Cassie Suchy** to serve as a regular member of the Town of Loxahatchee Groves Planning and Zoning Board, also serving as the Local Planning Agency, for a term effective May 6, 2025, through March 18, 2026, or until such time as the Town Council adopts revised codes, rules, or regulations regarding board and committee appointments and reappoints members accordingly.

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

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

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

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

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 1ST DAY OF JULY 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 Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4



Town of Loxahatchee Groves
Town Clerk's Office
155 F Road
Loxahatchee Groves, Florida 33470
Phone: (561) 793-2418 Fax: (561) 793-2420

BOARDS AND COMMITTEES APPLICATION

This information is for consideration of appointment to a Town Board or committee. Please complete and return this form to the Town Clerk, along with your *resume and proof of residency, such as a government-issued identification or voter registration card.*

PLEASE NOTE: Florida Public Records Law is very broad. Documents relevant to town business are public records and are subject to public disclosure upon request. Your information provided within this application may, ~~therefore~~, be subject to public disclosure.

NAME: Cassie Suchy
 HOME ADDRESS: — confidential per FS 119.071 — APT. NO. —
 EMAIL ADDRESS: — PHONE: —

PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING. (A description of the responsibilities of each Board is on the back of this application.)

- ☐ Agritourism Committee
- ☐ Finance Advisory and Audit Committee (FAAC)
- ☒ Planning & Zoning Board (P&Z)
- ☐ Roadway, Equestrian Trails and Greenway Committee (RETGAC)
- ☐ Unified Land Development Code Review Committee (ULDC)

PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:

1. Are you a resident of Loxahatchee Groves? ☒ Yes ☐ No
2. Are you a registered voter in Loxahatchee Groves/Palm Beach County, FL? ☒ Yes ☐ No
3. Are you currently serving on a Town Board? ☐ Yes ☒ No
4. Have you ever served on a Town Board/Committee? ☒ Yes ☐ No

If so, please indicate the Board(s)/Committee(s)? FAAC/ULDC/Charter Review Date of Service: —

5. Are you willing to attend monthly board meetings? In Person / Telecom ☒ Yes ☐ No

Per Resolution, I understand any member absence from three (3) consecutive meetings will be considered as resignation from the board/committee.

☒ Yes ☐ No

Boards and Committee Application

Please list any special talent, qualification, education, or professional experience that would contribute to your service on the Board/Committee you have selected.

- * ULOC committee / FAAC committee / Charter Review Committee
- * extensive experience drafting legislation that became law in Tallahassee
- * Real Estate appraiser research assistant

Please summarize your volunteer experience(s):

ULOC committee / FAAC committee / Charter Review committee

Upon receipt of your application, it will be forwarded to the Town Council for their review and final approval for any available vacancy.

Provide the Name and Seat No. of the Councilmember who supports your nomination:

Lisa El-Ramey
Name of Councilmember

2
Seat No.

I hereby certify that the statements and answers provided are true and accurate to the best of my knowledge.


Signature of Applicant

5-26-25
Date

☐ Resume Attached.

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

**AGENDA MEMO****TO: LOXAHATCHEE GROVES TOWN COUNCIL****VIA: FRANCINE L. RAMAGLIA, TOWN MANAGER****FROM OFFICE OF THE TOWN CLERK****DATE: TUESDAY, JULY 01, 2025****SUBJECT: CONSIDERATION OF APPROVAL ON *RESOLUTION NO. 2025-52* THE RATIFICATION OF APPOINTMENT TO THE FINANCE AUDIT AND ADVISORY COMMITTEE (FAAC) – PETER LOMUTO**

Background:

On May 6, 2025, by motion and vote, the Town Council approved Vice Mayor Marge Herzog's nomination of Mr. Peter Lomuto to the Finance Advisory and Audit Committee. At the time of the vote, Mr. Lomuto had not submitted his required committee application to the Office of the Town Clerk. The Office of the Town Clerk has since received his committee application, a copy of which is attached.

Recommendation:

Staff recommends that the Town Council ratify the appointment of Peter Lomuto to the Finance Advisory and Audit Committee (FAAC) by approval of *Resolution No. 2025-52*

**TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2025-52**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RATIFYING THE APPOINTMENT OF PETER LOMUTO AS A VOTING MEMBER OF THE FINANCE AUDIT AND ADVISORY COMMITTEE (FAAC) AS APPROVED AT THE MAY 6, 2025, REGULAR TOWN COUNCIL MEETING; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, on May 19, 2009, the Town Council of the Town of Loxahatchee Groves (Town Council) adopted Resolution No. 2009-008, establishing the “Finance Advisory Board” to advise the Town Council on matters related to the Town’s budget, financial activities, and other related issues; and

WHEREAS, the Town Council has adopted subsequent resolutions amending and renaming the “Finance Advisory Board” as the “Finance and Audit Committee” (FAAC); and

WHEREAS, on April 3, 2018, the Town Council adopted Resolution No. 2018-17, repealing and replacing all prior resolutions related to the FAAC and re-establishing the FAAC; and

WHEREAS, on March 3, 2020, the Town Council adopted Resolution No. 2020-01, further amending Resolution No. 2018-17 regarding the composition, terms, and attendance requirements of FAAC members; and

WHEREAS, at its Regular Town Council Meeting on May 6, 2025, the Town Council unanimously approved the appointment of Peter Lomuto to serve as a voting member of the Finance Audit and Advisory Committee (FAAC); and

WHEREAS, the Town Council now desires to ratify said appointment by formal resolution.

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

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

Section 2. The Town Council hereby ratifies the unanimous appointment of **Peter Lomuto** as a **voting member** of the Town's Finance Audit and Advisory Committee (FAAC) for the term through March 18, 2026, or until such time as new rules or regulations regarding advisory board composition are adopted, whichever occurs first.

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

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

Section 5. This Resolution shall become effective immediately upon 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 1ST DAY OF JULY 2025.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

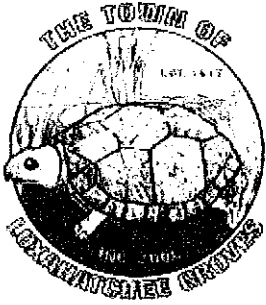
Voted:
Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Voted:
Councilmember Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4



Town of Loxahatchee Groves
Town Clerk's Office
155 F Road
Loxahatchee Groves, Florida 33470
Phone: (561) 793-2418 Fax: (561) 793-2420

BOARDS AND COMMITTEES APPLICATION

This information is for consideration of appointment to a Town Board or committee. Please complete and return this form to the Town Clerk, along with your *resume and proof of residency, such as a government-issued identification or voter registration card.*

PLEASE NOTE: Florida Public Records Law is very broad. Documents relevant to town business are public records and are subject to public disclosure upon request. Your information provided within this application may, therefore, be subject to public disclosure.

NAME: PETER A. LOMUTO

HOME ADDRESS: 2760 F ROAD APT. NO. N.A.

EMAIL ADDRESS: REELFISHINPAL48@YAHOO PHONE: 561-281-1962

PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING. (A description of the responsibilities of each Board is on the back of this application.)

- ☐ Agritourism Committee
- ☒ Finance Advisory and Audit Committee (FAAC)
- ☐ Planning & Zoning Board (P&Z)
- ☐ Roadway, Equestrian Trails and Greenway Committee (RETGAC)
- ☐ Unified Land Development Code Review Committee (ULDC)

PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:

1. Are you a resident of Loxahatchee Groves? ☒ Yes ☐ No
2. Are you a registered voter in Loxahatchee Groves/Palm Beach County, FL? ☒ Yes ☐ No
3. Are you currently serving on a Town Board? ☐ Yes ☒ No
4. Have you ever served on a Town Board/Committee? ☐ Yes ☒ No

If so, please indicate the Board(s)/Committee(s)? _____ Date of Service: _____

5. Are you willing to attend monthly board meetings? In Person / Telecom ☒ Yes ☐ No

Per Resolution, I understand any member absence from three (3) consecutive meetings will be considered as resignation from the board/committee. ☒ Yes ☐ No

Boards and Committee Application

Please list any special talent, qualification, education, or professional experience that would contribute to your service on the Board/Committee you have selected.

N.Y. - SUFFOLK COUNTY MASTER ELECTRICAL LICENSE 1975 - 2000
HOME BUILDING + ELECTRICAL CONTRACTING - DECOMMISSIONING OF
RADIOLOGICAL SITES AT BROOKHAVEN NATIONAL LABORATORY

Please summarize your volunteer experience(s):

- ① SERVED ON TWO H.O.A.'S IN FLORIDA (BOCA + LAKEWORTH)
- ② ALSO SERVED AS PRESIDENT ON BOTH H.O.A. BOARDS
- ③ PRESENTLY SERVE ON THE L.G.L.A.

Upon receipt of your application, it will be forwarded to the Town Council for their review and final approval for any available vacancy.

Provide the Name and Seat No. of the Councilmember who supports your nomination:

Name of Councilmember

Seat No.

I hereby certify that the statements and answers provided are true and accurate to the best of my knowledge.

Peter C. Lomuto
Signature of Applicant

6-23-2025
Date

☐ Resume Attached.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Jeff Kurtz, Project Manager

VIA: Francine L. Ramaglia, Town Manager

DATE: July 2, 2025

SUBJECT: Approving *Resolution No. 2025-55* Agreements with Ashbritt, Inc., CrowderGulf Joint Venture, Inc., Phillips and Jordan, Inc., and DRC Emergency Services, LLC for Hurricane/Disaster Debris Removal, Reduction and Disposal

Background:

As we enter into hurricane season, the Town needs contractors at the ready to safely and efficiently clear storm-related debris immediately following a disaster/storm event, to provide a return to normal operations for our community as quickly as possible and to ensure the Town remains eligible to receive federal funding reimbursement following a federally declared disaster event.

To perform the necessary services, staff recommends the Town renew the piggyback on Palm Beach County Solid Waste Authority's (SWA) contracts awarded through a competitive bid process: *Request for Proposal for Hurricane/Disaster Debris Removal, Reduction and Disposal (RFP NO. 22-201/DL)*. The Town's Purchasing Code, Section 2-134(b)(5), allows for the utilization other government agencies' contracts provided that the same or substantially similar goods and/or services were competitively solicited; that the contract permits such and the awarding jurisdiction and/or contractor agree to allow the Town to purchase therefrom; and that the price is equal or lower than that awarded by the other government.

Ashbritt, Inc., CrowderGulf Joint Venture, Inc., Phillips and Jordan, Incorporated, and DRC Emergency Services, LLC have each entered into a contract with SWA for debris removal services (i.e., public rights-of-way collection, loading and hauling to a designated site accepting storm debris) for a term of three (3) years ending May 7, 2025, with the option of extending the contract for three (3) additional years. SWA has renewed their agreement with it now ending on May 7, 2028.

In the event of an emergency storm event, the Town Manager will select the contractor(s) to utilize from the four approved vendors based on availability of equipment and staff as well as the fee schedule.

Recommendations:

Motion to approve ***Resolution No. 2025-55*** Approving Piggyback Agreements for Hurricane/Disaster Debris Removal, Reduction and Disposal with Ashbritt, Inc., CrowderGulf Joint Venture, Inc., Phillips and Jordan, Incorporated, and DRC Emergency Services, LLC.

RESOLUTION NO. 2025-55

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE RENEWAL OF PIGGYBACK AGREEMENTS BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND ASHBRIIT, INC., CROWDERGULF JOINT VENTURE, INC., PHILLIPS AND JORDAN, INCORPORATED, AND DRC EMERGENCY SERVICES, LLC FOR HURRICANE/DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL BASED ON THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY CONTRACT PURSUANT TO RFP NO. 22-201/DL; 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 adopted Resolution 2022-20 and entered into contracts with Ashbriit, Inc., Crowdergulf Joint Venture, Inc., Phillips and Jordan, Incorporated, and DRC Emergency Services, LLC, hereafter referred to as “Contractors”, for hurricane/disaster removal, reduction, and disposal based on Solid Waste Authority of Palm Beach County Contract pursuant to RFP No. 22-201/DL; and

WHEREAS, these contracts were in effect for 3 years; and

WHEREAS, the Solid Waste Authority of Palm Beach County has renewed its agreements with Contractors pursuant to RFP No. 22-201/DL; and

WHEREAS, Resolution 2022-20 authorized the Town to utilize the Solid Waste Authority of Palm Beach County agreements so long as they remain in effect including renewals and extensions; and

WHEREAS, the Town Council desires to renew its agreements with the Contractors utilizing the renewals of local government contract between the Contractors and SWA for hurricane/disaster debris removal, reduction and disposal services; and

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to enter into said Agreements.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town to utilize the local government contracts between Solid Waste Authority of Palm Beach County and the Contractors for disaster debris management and support services. The Mayor is authorized to execute any and all documents to implement the use of SWA Agreements by the Town, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution. In addition, the Town may use SWA Agreements so long as they remain in effect, including renewals or extensions of the contracts by the other government agency.

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

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

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE
GROVES, FLORIDA, THIS 1st DAY OF JULY, 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 Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4

Piggyback Purchasing Agreement

This Agreement for hurricane/disaster debris removal, reduction and disposal services (“Agreement”) is made as of the ____ day of _____, 2025, by and between the Town of Loxahatchee Groves, 155 F Road, Loxahatchee Groves, Florida 33470, a municipal corporation organized and existing under the laws of the State of Florida (“TOWN”), and DRC Emergency Services, LLC a corporation authorized to do business in the State of Florida (“CONTRACTOR”).

RECITALS

WHEREAS, the TOWN is in need of additional contractors to perform hurricane/disaster debris removal, reduction and disposal services (“SERVICES”) for the TOWN; and

WHEREAS, Solid Waste Authority of Palm Beach County through its competitive selection process awarded SWA Agreement No. 22-201D (“CONTRACT”) to the CONTRACTOR for substantially the same services sought by the TOWN; and

WHEREAS, the TOWN requested and the CONTRACTOR has executed this Agreement with the TOWN for performing the SERVICES based on the pricing, terms and conditions of the CONTRACT except as otherwise amended herein; 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 for in this Agreement; and

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 and Term.

A. The CONTRACT with the CONTRACTOR, attached hereto as **Exhibit A**, is hereby expressly made a part of this non-exclusive Agreement as fully as if set forth at length herein. 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.

B. The effective date of this Agreement is the date the Agreement is approved by the TOWN Council. The term of this Agreement shall be for a term to mirror the CONTRACT which shall expire on May 7, 2028, with the option to extend the term for three (3) additional years. This

Agreement may be renewed subject to approval by the TOWN Council and in accordance with the CONTRACT renewal.

3. Services. In accordance with the terms and conditions in the CONTRACT and pricing therein, the CONTRACTOR shall perform as requested by the TOWN.

4. Contract Documents and Conflict of Terms and Conditions.

4.1 The Contract Documents for this Agreement are comprised of the following:

A. All written modifications and amendments hereto;

B. This Agreement, including Exhibits hereto;

C. CONTRACT (including the Solicitation, Contractors Proposal, Contract and Amendments).

4.2 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, including Exhibits hereto;

C. The CONTRACT, including all amendments and modifications thereto.

5. 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), as set forth under the CONTRACT, and more particularly specified in the Exhibits to this Agreement. 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.**

6. Miscellaneous Provisions.

6.1 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.

6.2 Insurance: CONTRACTOR shall maintain the insurance as required in the CONTRACT applicable to the work being performed hereunder. Said insurance shall specifically name the TOWN as an additional insured as follows: "Town of Loxahatchee Groves, its officers, employees, agents, and representatives." Except for Professional Liability and Workers' Compensation, all policies shall contribute as primary. All policies provided by CONTRACTOR shall include a waiver of subrogation.

6.3 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.

6.4 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.

6.5 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. 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.

6.6 Governing Law; Consent to Jurisdiction: 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 part 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.

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

6.8 Third Party Beneficiary Rights: This Agreement shall create no rights or claims whatsoever in any person other than a party herein.

6.9 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.

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

- (a) Keep and maintain public records required by the TOWN to perform the service.
- (b) Upon request from the TOWN's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the

CONTRACTOR does not transfer the records to the TOWN.

- (d) Upon completion of this Contract, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

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

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6.12 Palm Beach County IG: 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.

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6.15 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

6.16 Public Entity Crimes: CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted CONTRACTOR 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 CONTRACTOR list. CONTRACTOR will advise the TOWN immediately if it becomes aware of any violation of this statute.

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

6.18 Waiver of Trial by Jury: TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

7. Indemnity.

7.1 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, judgements, 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. CONTRACTOR shall provide Indemnitee with counsel 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.

7.2 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) the third party claim seeks an injunction or equitable relief against the TOWN; or (ii) the CONTRACTOR has failed or is failing to prosecute or defend 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.

7.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended, if applicable. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained herein 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 consent by the TOWN to be sued. The provisions and limitations set forth in Section 768.28, Florida Statutes, are deemed to apply to this contractual agreement to claims or actions arising in tort and/or contract.

8. 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; 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.

9. 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.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

[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 Oakes, Town Clerk

Approved as to form and legal sufficiency:

Town Attorney

CONTRACTOR:

DRC Emergency Services, LLC

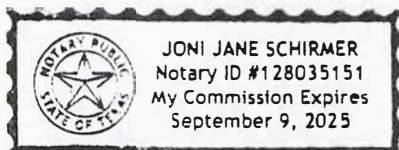
By: _____
Print Name: John Sullivan
Title: President

[Corporate Seal]

STATE OF TEXAS
COUNTY OF GALVESTON

The foregoing instrument was acknowledged before me, by means of X physical presence or _____ online notarization this 18 day of June, 2025 by John Sullivan as President of DRC Emergency Services, LLC, a corporation authorized to do business in the State of Florida, and X who is personally known to me or _____ who has produced the following Texas Drivers License as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind DRC Emergency Services, LLC to the same.

Notary Public



Print Name: Joni J. Schirmer
My commission expires: 09/09/2025

EXHIBIT A
SWA AGREEMENT NO. 22-201D

EXHIBIT B
AMENDMENT #1 TO AGREEMENT NO. 22-201D

Piggyback Purchasing Agreement

This Agreement for hurricane/disaster debris removal, reduction and disposal services (“Agreement”) is made as of the ____ day of _____, 2025, by and between the Town of Loxahatchee Groves, 155 F Road, Loxahatchee Groves, Florida 33470, a municipal corporation organized and existing under the laws of the State of Florida (“TOWN”), and CrowderGulf Joint Venture, Inc. a corporation authorized to do business in the State of Florida (“CONTRACTOR”).

RECITALS

WHEREAS, the TOWN is in need of additional contractors to perform hurricane/disaster debris removal, reduction and disposal services (“SERVICES”) for the TOWN; and

WHEREAS, Solid Waste Authority of Palm Beach County through its competitive selection process awarded SWA Agreement No. 22-201B (“CONTRACT”) to the CONTRACTOR for substantially the same services sought by the TOWN; and

WHEREAS, the TOWN requested and the CONTRACTOR has executed this Agreement with the TOWN for performing the SERVICES based on the pricing, terms and conditions of the CONTRACT except as otherwise amended herein; 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 for in this Agreement; and

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 and Term.

A. The CONTRACT with the CONTRACTOR, attached hereto as **Exhibit A**, is hereby expressly made a part of this non-exclusive Agreement as fully as if set forth at length herein. 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.

B. The effective date of this Agreement is the date the Agreement is approved by the TOWN Council. The term of this Agreement shall be for a term to mirror the CONTRACT which shall expire on May 7, 2028, with the option to extend the term for three (3) additional years. This

Agreement may be renewed subject to approval by the TOWN Council and in accordance with the CONTRACT renewal.

3. Services. In accordance with the terms and conditions in the CONTRACT and pricing therein, the CONTRACTOR shall perform as requested by the TOWN.

4. Contract Documents and Conflict of Terms and Conditions.

4.1 The Contract Documents for this Agreement are comprised of the following:

A. All written modifications and amendments hereto;

B. This Agreement, including Exhibits hereto;

C. CONTRACT (including the Solicitation, Contractors Proposal, Contract and Amendments).

4.2 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, including Exhibits hereto;

C. The CONTRACT.

5. 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), as set forth under the CONTRACT, and more particularly specified in the Exhibits to this Agreement. 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.**

6. Miscellaneous Provisions.

6.1 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.

6.2 Insurance: CONTRACTOR shall maintain the insurance as required in the CONTRACT applicable to the work being performed hereunder. Said insurance shall specifically name the TOWN as an additional insured as follows: "Town of Loxahatchee Groves, its officers, employees, agents, and representatives." Except for Professional Liability and Workers' Compensation, all policies shall contribute as primary. All policies provided by CONTRACTOR shall include a waiver of subrogation.

6.3 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.

6.4 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.

6.5 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. 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.

6.6 Governing Law; Consent to Jurisdiction: 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 part 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.

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

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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; 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.

9. 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.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

[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 Oakes, Town Clerk

Approved as to form and legal sufficiency:

Town Attorney

CONTRACTOR:

CrowderGulf Joint Venture, Inc.

By: Ashley Ramsay-Naile
Print Name: Ashley Ramsay-Naile
Title: President



STATE OF ALABAMA
COUNTY OF MOBILE

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization this 17th day of June, 2025 by Ashley Ramsay-Naile as President of CrowderGulf Joint Venture, Inc. 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 CrowderGulf Joint Venture, Inc. to the same.

Notary Public

Mary Challeil Turner
Print Name: Mary Challeil Turner
My commission expires: 12/09/2028

MARY CHALLEIL TURNER
Notary Public, Alabama State At Large
My Commission Expires 12/09/2028

EXHIBIT A
SWA AGREEMENT NO. 22-201B

EXHIBIT B
AMENDMENT #1 TO AGREEMENT NO. 22-201B

FIRST AMENDMENT TO PIGGYBACK PURCHASING AGREEMENT
(Hurricane/Disaster Debris Removal, Reduction and Disposal Services)

THIS FIRST AMENDMENT TO PIGGYBACK PURCHASING AGREEMENT (“First Amendment”) is entered into by and between the **Town of Loxahatchee Groves**, a Florida municipal corporation (“Town”) and **Ashbritt, Inc.**, a corporation authorized to do business in the State of Florida (“Contractor”) (collectively, “Parties”) effective this ____ day of _____, 2025.

RECITALS

WHEREAS, pursuant to Resolution 2022-20, the Town entered into a Piggyback Purchasing Agreement with Ashbritt, Inc. (“Contractor”) utilizing Contractor’s master agreement with Solid Waste Authority of Palm Beach County, No. 22-201A (“SWA Agreement No. 22-201A”) for hurricane/disaster debris removal, reduction and disposal services (“Piggyback Purchasing Agreement”); and

WHEREAS, Resolution 2022-20 authorized the Mayor to execute any and all documents to implement the use of Agreement SWA No. 22-201A, including all renewals or extensions of the SWA Agreement No. 22-201A; and

WHEREAS, the SWA Agreement No. 22-201A expired on May 8, 2025, and Contractor and Solid Waste Authority of Palm Beach County entered into an Amendment #2 to extend the agreement for three (3) years, effective May 8, 2025 and expiring on May 7, 2028 as incorporated herein and attached hereto as Exhibit A; and

WHEREAS, consistent with the Amendment #2 to the SWA Agreement 22-201A, the Town and Contractor desire to extend the term of the Piggyback Purchasing Agreement for three (3) additional years as provided for in paragraph 6.10 of the Piggyback Purchasing Agreement, and provide for additional necessary updates as described below; and

WHEREAS, the purpose of this First Amendment is to amend the Piggyback Purchasing Agreement to extend the term of the agreement for three (3) years expiring on May 7, 2028, update the email address for public records requests, add required E-Verify language, and add required anti-human trafficking language; and

WHEREAS, the Town Council finds entering into this First Amendment serves a valid purpose.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Town and Contractor agree as follows:

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

SECTION 2: TERM. Pursuant to Section 6.10, “Effective date, term and renewal” of the Piggyback Purchasing Agreement, and consistent with Amendment #2 to the SWA Agreement 22-201A, the parties desire to extend the term of the Piggyback Purchasing Agreement for three (3) years, effective on the date of Town Council’s approval and expiring on May 7, 2028.

SECTION 3: PUBLIC RECORDS: Section 6.11(d) of the Piggyback Purchasing Agreement shall be amended to replace the email address for the custodian of public records with the following email address: VOAKES@LOXAHATCHEEGROVESFL.GOV.

SECTION 4: E-VERIFY. The Piggyback Purchasing Agreement shall be amended to add section 8, “E-Verify” as follows:

8 E-Verify

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

SECTION 5: NO OTHER CHANGES. Except as expressly amended herein, all terms and conditions of the Piggyback Purchasing Agreement shall remain in full force and effect.

SECTION 6: ENTIRE AGREEMENT. The Town and the Contractor agree that this First Amendment and the Piggyback Purchasing 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 First Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 7: COUNTERPARTS. This First Amendment may be executed in one or more counterparts and/or electronically or digitally, 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 First Amendment.

SECTION 8: ANTI-HUMAN TRAFFICKING. By signing this First Amendment as set forth below, the Contractor’s authorized representative attests that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of the day and year set forth at the beginning of this document.

ATTESTS:

TOWN OF LOXAHATCHEE GROVES

By: _____
Valerie Oakes, Town Clerk

By: _____
Anita Kane, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Town Attorney

THOMPSON CONSULTING SERVICES, LLC

By: _____
Brittany Perkins Castillo, CEO

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of ___ physical presence or ___ online notarization on this ___ day of _____ 2025, by _____, as the _____ [title] of Ashbritt, Inc., who is personally known to me or who has produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and he or she is duly authorized to execute the foregoing instrument and bind Ashbritt, Inc., to the same.

Notary Public Signature

Notary Seal:

Piggyback Purchasing Agreement

This Agreement for hurricane/disaster debris removal, reduction and disposal services (“Agreement”) is made as of the ____ day of _____, 2025, by and between the Town of Loxahatchee Groves, 155 F Road, Loxahatchee Groves, Florida 33470, a municipal corporation organized and existing under the laws of the State of Florida (“TOWN”), and Phillips and Jordan, Inc., a corporation authorized to do business in the State of Florida (“CONTRACTOR”).

RECITALS

WHEREAS, the TOWN is in need of additional contractors to perform hurricane/disaster debris removal, reduction and disposal services (“SERVICES”) for the TOWN; and

WHEREAS, Solid Waste Authority of Palm Beach County through its competitive selection process awarded SWA Agreement No. 22-201C (“CONTRACT”) to the CONTRACTOR for substantially the same services sought by the TOWN; and

WHEREAS, the TOWN requested and the CONTRACTOR has executed this Agreement with the TOWN for performing the SERVICES based on the pricing, terms and conditions of the CONTRACT except as otherwise amended herein; 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 for in this Agreement; and

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 and Term.

A. The CONTRACT with the CONTRACTOR, attached hereto as **Exhibit A**, is hereby expressly made a part of this non-exclusive Agreement as fully as if set forth at length herein. 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.

B. The effective date of this Agreement is the date the Agreement is approved by the TOWN Council. The term of this Agreement shall be for a term to mirror the CONTRACT which shall expire on May 7, 2028, with the option to extend the term for three (3) additional years. This

Agreement may be renewed subject to approval by the TOWN Council and in accordance with the CONTRACT renewal.

3. Services. In accordance with the terms and conditions in the CONTRACT and pricing therein, the CONTRACTOR shall perform as requested by the TOWN.

4. Contract Documents and Conflict of Terms and Conditions.

4.1 The Contract Documents for this Agreement are comprised of the following:

A. All written modifications and amendments hereto;

B. This Agreement, including Exhibits hereto;

C. CONTRACT (including the Solicitation, Contractors Proposal, Contract and Amendments).

4.2 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, including Exhibits hereto;

C. The CONTRACT.

5. 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), as set forth under the CONTRACT, and more particularly specified in the Exhibits to this Agreement. 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.**

6. Miscellaneous Provisions.

6.1 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.

6.2 Insurance: CONTRACTOR shall maintain the insurance as required in the CONTRACT applicable to the work being performed hereunder. Said insurance shall specifically name the TOWN as an additional insured as follows: "Town of Loxahatchee Groves, its officers, employees, agents, and representatives." Except for Professional Liability and Workers' Compensation, all policies shall contribute as primary. All policies provided by CONTRACTOR shall include a waiver of subrogation.

6.3 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.

6.4 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.

6.5 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. 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.

6.6 Governing Law; Consent to Jurisdiction: 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 part 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.

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

6.8 Third Party Beneficiary Rights: This Agreement shall create no rights or claims whatsoever in any person other than a party herein.

6.9 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.

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

- (a) Keep and maintain public records required by the TOWN to perform the service.
- (b) Upon request from the TOWN's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the

CONTRACTOR does not transfer the records to the TOWN.

- (d) Upon completion of this Contract, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

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

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

6.12 Palm Beach County IG: 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.

6.13 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.

6.14 Sales and Use Tax: 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.

6.15 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

6.16 Public Entity Crimes: CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted CONTRACTOR 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 CONTRACTOR list. CONTRACTOR will advise the TOWN immediately if it becomes aware of any violation of this statute.

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

6.18 Waiver of Trial by Jury: TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

7. Indemnity.

7.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR shall assume liability for and indemnify and hold harmless 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 third-party claims, demands, damages, liens, fines, penalties, fees, judgements, 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. CONTRACTOR shall provide Indemnatee with counsel 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.

7.2 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended, if applicable. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained herein 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 consent by the TOWN to be sued. The provisions and limitations set forth in Section 768.28, Florida Statutes, are deemed to apply to this contractual agreement to claims or actions arising in tort and/or contract.

8. 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; 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.

9. 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.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

[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 Oakes, Town Clerk

Approved as to form and legal sufficiency:

Town Attorney

CONTRACTOR:

Phillips and Jordan, Inc.

[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 _____ to the same.

Notary Public

Print Name: _____
My commission expires: _____

EXHIBIT A
SWA AGREEMENT NO. 22-201C

EXHIBIT B
AMENDMENT #1 TO AGREEMENT NO. 22-201C



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Loxahatchee Groves
FROM: Jeff Kurtz, Project Coordinator
VIA: Francine L. Ramaglia, Town Manager
DATE: July 1, 2025
SUBJECT: Approving *Resolution No. 2025-57* - Piggyback Agreement with Thompson Consulting Services, LLC for Disaster Debris Management & Support Services

Background:

As we enter hurricane season, the Town needs a vendor to assist with the administrative process and documentation involving debris removal services performed by the debris removal contractors following a disaster/storm event to ensure the Town remains eligible to receive federal funding reimbursement following a federally declared disaster event.

To perform the necessary services, staff recommends the Town use or piggyback on Palm Beach County Solid Waste Authority's (SWA) contract awarded through a competitive bid process: *Request for Proposal for Disaster Debris Management and Support Services (RFP NO. 22-202/DL)*. The Town's Purchasing Code, Section 2-134(b)(5), allows for the utilization other government agencies' contracts provided that the same or substantially similar goods and/or services were competitively solicited; that the contract permits such and the awarding jurisdiction and/or contractor agree to allow the Town to purchase therefrom; and that the price is equal or lower than that awarded by the other government.

Thompson Consulting Services LLC, entered into Agreement No. 22-202 with SWA for a term of three (3) years ending May 7, 2025, with the option of extending the contract for three (3) additional years. The SWA has renewed their agreement with the agreement expiring on May 7, 2028.

Recommendations:

Motion to approve *Resolution No. 2025-57* Approving Piggyback Agreement for Disaster Debris Management and Support Services with Thompson Consulting Services, LLC, based on the Solid Waste Authority of Palm Beach County Agreement.

RESOLUTION NO. 2025-57

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE RENEWAL OF PIGGYBACK AGREEMENT BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND THOMPSON CONSULTING SERVICES, LLC, FOR DISASTER DEBRIS MANAGEMENT AND SUPPORT SERVICES BASED ON THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY CONTRACT PURSUANT TO RFP NO. 22-202/DL; 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 is required to enter into an agreement for disaster debris management and support services; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has certain procurement contracting requirements for the removal and disposal of such debris which the Town must abide by; and

WHEREAS, Section 2-134(b)(5) of the Town's Purchasing Code permits the Town to enter into agreements for goods and services using other government agency contracts, including renewals and extensions, 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 Solid Waste Authority of Palm Beach County has given the Town authority to renew piggyback under its Agreement with Thompson Consulting Services, LLC; and

WHEREAS, the Town Council desires to renew its agreement with Thompson Consulting Services, LLC utilizing the local government contract between Thompson Consulting Services, LLC and Solid Waste Authority of Palm Beach County for disaster debris management and support services; and

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to renew said Agreement.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town to renew the local government contract between Thompson Consulting Services, LLC and Solid Waste Authority of Palm Beach County for disaster debris management and support services. The Mayor is authorized to execute any and all documents to implement the use of SWA Agreement by the Town, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution. In addition, the Town may use SWA Agreement so long as it remains in effect, including renewals or extensions of the contract by the other government agency.

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

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 1st DAY OF JULY, 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 Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4

FIRST AMENDMENT TO PIGGYBACK PURCHASING AGREEMENT
(Disaster Debris Management and Support Services)

THIS FIRST AMENDMENT TO PIGGYBACK PURCHASING AGREEMENT ("First Amendment") is entered into by and between the **Town of Loxahatchee Groves**, a Florida municipal corporation ("Town") and **Thompson Consulting Services, LLC**, a limited liability company authorized to do business in the State of Florida ("Contractor") (collectively, "Parties") effective this ____ day of _____, 2025.

RECITALS

WHEREAS, pursuant to Resolution 2022-19, the Town entered into a Piggyback Purchasing Agreement with Thompson Consulting Services, LLC ("Contractor") utilizing Contractor's master agreement with Solid Waste Authority of Palm Beach County, No. 22-202 ("SWA Agreement No. 22-202") for disaster debris management and support services ("Piggyback Purchasing Agreement"); and

WHEREAS, Resolution 2022-19 authorized the Mayor to execute any and all documents to implement the use of Agreement SWA No. 22-202, including all renewals or extensions of the SWA Agreement No. 22-202; and

WHEREAS, the SWA Agreement No. 22-202 expired on May 8, 2025, and Thompson Consulting Services, Inc. and Solid Waste Authority of Palm Beach County entered into a Amendment #1 to extend the term of agreement for three (3) years, effective May 8, 2025 and expiring on May 7, 2028 as incorporated herein and attached hereto as Exhibit A; and

WHEREAS, consistent with the term extension for the SWA Agreement No. 22-202, the Town and Contractor desire to extend the term of the Piggyback Purchasing Agreement for three (3) additional years as provided for in paragraph 6.10 of the Piggyback Purchasing Agreement and provide for additional necessary updates as described below, which is attached hereto as Exhibit B; and

WHEREAS, the purpose of this First Amendment is to amend the Piggyback Purchasing Agreement to extend the term of the agreement for three (3) years expiring on May 7, 2028, to update the email address for public records requests, add required E-Verify language, and add required anti-human trafficking language; and

WHEREAS, the Town Council finds entering into this First Amendment serves a valid purpose.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Town and Contractor agree as follows:

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

SECTION 2: TERM. Pursuant to Section 6.10, "Effective date, term and renewal" of the Piggyback Purchasing Agreement, and consistent with Amendment #1 to the SWA Agreement No. 22-202, the parties desire to extend the term of the Piggyback Purchasing Agreement for three (3) years, effective on the date of Town Council's approval and expiring on May 7, 2028.

SECTION 3: PUBLIC RECORDS: Section 6.11(d) of the Piggyback Purchasing Agreement shall be amended to replace the email address for the custodian of public records with the following email address: TOWNCLERK@LOXAHATCHEEGROVESFL.GOV.

SECTION 4: E-VERIFY. The Piggyback Purchasing Agreement shall be amended to add section 8, “E-Verify” as follows:

8 E-Verify

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

SECTION 5: NO OTHER CHANGES. Except as expressly amended herein, all terms and conditions of the Piggyback Purchasing Agreement shall remain in full force and effect.

SECTION 6: ENTIRE AGREEMENT. The Town and the Contractor agree that this First Amendment and the Piggyback Purchasing 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 First Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 7: COUNTERPARTS. This First Amendment may be executed in one or more counterparts and/or electronically or digitally, 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 First Amendment.

SECTION 8: ANTI-HUMAN TRAFFICKING. By signing this First Amendment as set forth below, the Contractor’s authorized representative attests that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of the day and year set forth at the beginning of this document.

ATTESTS:

TOWN OF LOXAHATCHEE GROVES

By: _____
Valerie Oaks, Town Clerk

By: _____
Anita Kane, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Town Attorney

THOMPSON CONSULTING SERVICES, LLC

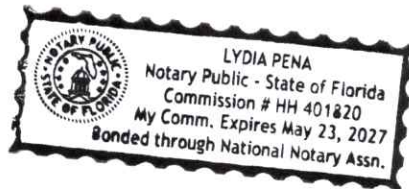
By: _____
Jon Hoyle
President

STATE OF FLORIDA)
COUNTY OF ORANGE)

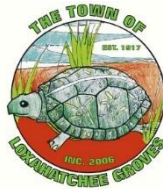
THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or _____ online notarization on this 16TH day of June 2025, by Jon Hoyle, as the President [title] of Thompson Consulting Services, LLC, who is personally known to me or who has produced Personally known as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and he or she is duly authorized to execute the foregoing instrument and bind Thompson Consulting Services, LLC, to the same.

Lydia Pena
Notary Public Signature

Notary Seal:



TOWN OF LOXAHATCHEE GROVES
155 F Road Loxahatchee Groves, FL 33470



AGENDA ITEM MEMORANDUM

TO: Town Council, Town Of Loxahatchee Groves

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

DATE: Tuesday, July 1, 2025

SUBJECT: Consideration of Approval on *Resolution No. 2025-59* Appointment of Jo Siciliano to the Unified Land Development Code Review Committee

Background:

In accordance with the Town Code and applicable resolutions, Councilmember Todd McLendon has submitted the nomination of Jo Siciliano for appointment to the Unified Land Development Code Review Committee.

Recommendation:

Staff recommends approval of *Resolution No. 2025-59*, which appoints Ms. Jo Siciliano to the Unified Land Development Code Review Committee for a term concurrent with Councilmember Todd McLendon's term.

RESOLUTION NO. 2025-59

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING JO SICILANO TO THE UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

WHEREAS, Town Council adopted Resolution No. 2024-39 re-creating the “Unified Land Development Code Review Committee” (Committee) for the purposes stated therein; and

WHEREAS, it is the desire of the Town Council to appoint a member of the Committee for the term stated herein, all of whom have met the minimum eligibility requirements of Section 2-182 of the Town’s Code of Ordinances.

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

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

Section 2. The Town Council hereby appoints the following person to serve as a member of the Town’s Unified Land Development Code Review Committee for an unspecified term concurrent with the appointing Councilmember’s term but no longer than the term of the appointing Councilmember:

Todd McLendon, Councilmember

Jo Siciliano

Section 3. Severability. If any clause, section, or other part or application 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 so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 4. Conflicts. All Resolutions or parts of Resolutions in conflict herewith are to the extent of such conflicts hereby repealed.

Section 5. Effective Date. This Resolution shall take effective immediately upon its 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 1ST DAY OF JULY 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

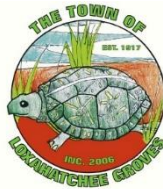
Office of the Town Attorney

Voted:
Councilmember Todd McLendon, 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 ITEM MEMORANDUM

TO: Town Council, Town Of Loxahatchee Groves

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

DATE: Tuesday, July 1, 2025

SUBJECT: Consideration of Approval on *Resolution No. 2025-60* Appointment of Samuel Hannity to the Finance Advisory and Audit Committee

Background:

In accordance with the Town Code and applicable resolutions, Councilmember Todd McLendon has submitted the nomination of Samuel Hannity for appointment to the Finance Advisory and Audit Committee. A copy of Mr. Hannity's application is attached.

Recommendation:

Staff recommends approval of *Resolution No. 2025-60*, which appoints Mr. Samuel Hannity to the Finance Advisory and Audit Committee for a term concurrent with the Councilmember Todd McLendon's term.

**TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2025-60**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING SAMUEL HANNITY TO THE FINANCE AUDIT AND ADVISORY COMMITTEE; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, on May 19, 2009, the Town Council of the Town of Loxahatchee Groves (Town Council) adopted Resolution No. 2009-008, establishing the “Finance Advisory Board” to advise the Town Council as to issues related to the Town’s budget, financial activities and performance, and other matters as Town Council deems appropriate; and

WHEREAS, over time Town Council adopted various Resolutions amending and renaming the “Finance Advisory Board” as the “Finance and Audit Committee” (FAAC); and

WHEREAS, on April 3, 2018, the Town Council adopted Resolution No. 2018-17, repealing and replacing all prior Resolutions related to the FAAC and re-establishing the FAAC; and

WHEREAS, on March 3, 2020, the Town Council adopted Resolution No. 2020-01, amending Resolution No. 2018-17, related to the composition of the Committee, term of appointment, and determination of absences; and

WHEREAS, a vacancy on the Finance Advisory and Audit Committee for Seat 1 has arisen; and

WHEREAS, Councilmember Todd McLendon has nominated Samuel Hannity to Seat 1 of the Finance Advisory and Audit Committee.

WHEREAS, it is the desire of the Town Council to appoint a member of the FAAC for the term stated herein, who has met the minimum eligibility requirements of Section 2-182 of the Town’s Code of Ordinances.

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

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

Section 2. The Town Council hereby appoints the following person to serve as a member of the Town's Finance Audit and Advisory Committee (FAAC) for an unspecified term concurrent with the appointing Councilmember's term but no longer than the term of the appointing Councilmember:

Todd McLendon, Councilmember

Samuel Hannity

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

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

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

Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion, and upon being put to a vote, the Resolution is hereby:

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**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE
GROVES, FLORIDA, THIS 1ST DAY OF JULY 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

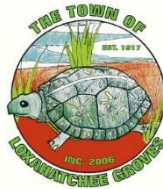
Voted:
Councilmember Todd McLendon, Seat 1

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 ITEM MEMORANDUM

TO: Town Council, Town Of Loxahatchee Groves

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

DATE: Tuesday, July 1, 2025

SUBJECT: Consideration of Approval on *Resolution No. 2025-61* Appointment of Katie Lakeman to the Roadway, Equestrian Trails and Greenway Advisory Committee

Background:

In accordance with the Town Code and applicable resolutions, Councilmember Todd McLendon has submitted the nomination of Katie Lakeman for appointment to the Roadway, Equestrian Trails and Greenway Advisory Committee (RETGAC).

Recommendation:

Staff recommends approval of *Resolution No. 2025-61*, appointing Ms. Katie Lakeman to the Roadway, Equestrian Trails and Greenway Advisory Committee for a term concurrent with Councilmember Todd McLendon's term.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2025-61

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING KATIE LAKEMAN TO THE ROADWAY, EQUESTRIAN TRAILS AND GREENWAY ADVISORY COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

WHEREAS, in accordance with the Loxahatchee Groves Comprehensive Plan, Town Council adopted Resolution No. 2011-005 creating the “Roadway, Equestrian Trails and Greenway Advisory Committee” (Committee) for the purposes stated therein; and

WHEREAS, Town Council adopted Resolution No. 2015-04, amending Resolution No. 2011-005 as to the duties, Town Council liaison, meeting schedule, and agenda preparation of the Committee; and

WHEREAS, Town Council adopted Resolution No. 2015-14, appointing members and amending Resolution No. 2011-005 as to the appointment terms of the Committee; and

WHEREAS, Town Council adopted Resolution No. 2018-26, providing for appointment of an alternate to the Committee; and

WHEREAS, Town Council adopted Resolution No. 2020-02, amending Resolution Nos. 2011-005 and 2015-04 as to the qualifications, provision of alternates, Town Council liaison, appointment terms, removal of members and meeting schedule of the Committee; and

WHEREAS, it is the desire of the Town Council to appoint a member of the Roadway, Equestrian Trails, and Greenway Advisory Committee for the term stated herein, all of whom have met the minimum eligibility requirements of Section 2-182 of the Town’s Code of Ordinances.

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

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

Section 2. The Town Council hereby appoints the following person to serve as voting member of the Town’s Roadway, Equestrian Trials and Greenway Advisory Committee for an unspecified term concurrent with the appointing Councilmember’s term but no longer than the term of the appointing Councilmember:

Todd McLendon, Councilmember

Katie Lakeman

Section 3. Severability. If any clause, section, or other part or application 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 so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 4. Conflicts. All Resolutions or parts of Resolutions in conflict herewith are to the extent of such conflicts hereby repealed.

Section 5. Effective Date. This Resolution shall take effective immediately upon its adoption.

Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion, and upon being put to a vote, the Resolution is hereby:

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 1ST DAY OF JULY 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 Todd McLendon, 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 ITEM MEMORANDUM – OFFICE OF THE TOWN CLERK

TO: TOWN COUNCIL, TOWN OF LOXAHATCHEE GROVES

FROM: VALERIE OAKES, CMC, TOWN CLERK

VIA: FRANCINE L. RAMAGLIA, CPA, AICP, ICMA-CM, TOWN MANAGER

DATE: TUESDAY, JULY 01, 2025

SUBJECT: FLORIDA LEAGUE OF CITIES VOTING DELEGATE NOMINATION

Background:

Each year, the Florida League of Cities (FLC) convenes its Annual Business Meeting during the League's Annual Conference. At this meeting, a designated voting delegate from each member municipality is responsible for voting on policy matters and the League's leadership. To ensure the Town of Loxahatchee Groves has representation in these matters, the FLC has solicited nominations from member municipalities to identify their official voting delegate.

The Town Council is to select a representative from the council to serve as the Town's voting delegate for the upcoming conference. The attached resolution formally nominates and supports the selected Councilmember's appointment as the Town's official voting delegate to the Florida League of Cities.

Recommendation:

Staff recommends that the Town Council adopt ***Resolution No. 2025-49***, thereby nominating and supporting the selected Councilmember to serve as the Town's voting delegate at the Florida League of Cities Annual Business Meeting.

**TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2025-49**

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.

WHEREAS, the Florida League of Cities has solicited nominations for the Town's Florida League of Cities voting delegate; and

WHEREAS, _____ has indicated an interest and willingness to serve as the Florida League of Cities voting delegate; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves is in full support of _____ to be the Florida League of Cities voting delegate and believes he or she will be an excellent addition to the Florida League of Cities.

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

Section 1. That the foregoing "WHEREAS" clauses are confirmed and ratified 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 nominates and supports _____ to be the Town's voting delegate for the Florida League of Cities.

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

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

Section 5. This Resolution shall become effective immediately upon its passage and 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 ____ 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 Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4

To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 17, 2025

Subject: 2025 Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Signia by Hilton Orlando Bonnet Creek in Orlando, Florida, from August 14-16, 2025. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference **designate one elected official to serve as its Voting Delegate** and cast the municipality's votes at the Annual Business Meeting which will be held on **Saturday, August 16, 2025**. The Voting Delegate designated by each municipality will vote on all official business matters brought before the League membership and requiring a vote during the Business Meeting. Matters such as the election of League leadership, adoption of resolutions and any other official business matters affecting the League may be voted on during the Business Meeting.

In accordance with the League's by-laws, the number of votes allocated to each municipality is determined based upon population. The League will use the latest Florida Estimates of Population as published by the University of Florida, Bureau of Economic and Business Research.

Annual Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at flcities.com.

If you have any questions about voting delegates, please email erussell@flcities.com.
Voting delegate forms must be received by the League no later than July 31, 2025.

Attachments: Form Designating Voting Delegate

**2025 Annual Conference
Florida League of Cities, Inc.
August 14-16, 2025
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of its elected officials to cast the municipality's votes at the Annual Business Meeting. League By-Laws require each municipality to select one person to serve as the municipality's Voting Delegate.

Municipalities do not need to adopt a resolution to designate a voting delegate. Instead, please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2025.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: erussell@flcities.com

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

**AGENDA MEMO**

TO: LOXAHATCHEE GROVES TOWN COUNCIL

VIA: FRANCINE L. RAMAGLIA, TOWN MANAGER

FROM OFFICE OF THE TOWN CLERK

DATE: TUESDAY, JULY 01, 2025

**SUBJECT: CONSIDERATION OF APPROVAL ON *RESOLUTION NO. 2025-53*
RATIFICATION OF APPOINTMENT – WILLIAM YAHN TO THE
UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE**

Background:

On May 6, 2025, by motion and vote, the council approved Mayor Anita Kane's nomination of Mr. William Yahn to the Unified Land Development Code Review Committee (ULDCR). At the time of the vote, Mr. Yahn had not submitted his committee application for appointment to the Office of the Town Clerk.

Mr. Yahn has now submitted the required application. Mr. Yahn is not a resident of the Town of Loxahatchee Groves; however, he does own property in the Town of Loxahatchee Groves. Section 2-187 (b)(1) of the Town's Code of Ordinances requires all members of the Town's Board and Committee to be residents of the Town of Loxahatchee Groves. This requirement was adopted as part of Ordinance 2024-06, passed on July 2, 2024. In order for Mr. Yahn to serve, the Town Council would need to direct staff to create and pass an amendment to the code, as he is not qualified to serve on the committee without an amendment to the code.

Recommendation:

Staff recommends that the Town Council rescind the appointment of William Yahn to the Unified Land Development Code Review Committee or direct staff to amend the ordinance.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2025-53

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING A MEMBER TO THE UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE DUE TO A VACANCY; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

WHEREAS, the Town Council adopted Resolution No. 2024-39 re-creating the “Unified Land Development Code Review Committee” (Committee) for the purposes stated therein; and

WHEREAS, a vacancy has occurred on the Committee following the resignation of Committee Member Brian Zdunowski, who was appointed by Councilmember Anita Kane; and

WHEREAS, Councilmember Anita Kane has nominated William Yahn to fill the vacancy.

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

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

Section 2. The Town Council hereby appoints **William Yahn** to serve as a member of the Unified Land Development Code Review Committee, representing the appointment of Councilmember Anita Kane, for the remainder of the term associated with this seat.

Section 3. **Severability.** If any clause, section, or other part or application 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 so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 4. **Conflicts.** All Resolutions or parts of Resolutions in conflict herewith are to the extent of such conflicts hereby repealed.

Section 5. **Effective Date.** This Resolution shall take effective immediately upon its adoption.

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 1ST DAY OF JULY 2025.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

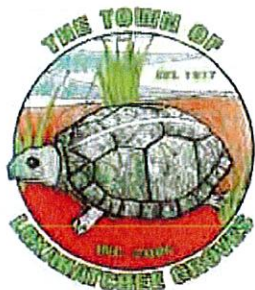
Voted:
Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Voted:
Councilmember Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4



Town of Loxahatchee Groves
Town Clerk's Office
155 F Road
Loxahatchee Groves, Florida 33470
Phone: (561) 793-2418 Fax: (561) 793-2420

BOARDS AND COMMITTEES APPLICATION

This information is for consideration of appointment to a Town Board or committee. Please complete and return this form to the Town Clerk, along with your *resume and proof of residency, such as a government-issued identification or voter registration card.*

PLEASE NOTE: Florida Public Records Law is very broad. Documents relevant to town business are public records and are subject to public disclosure upon request. Your information provided within this application may, therefore, be subject to public disclosure.

NAME: WILLIAM D. YAHN

HOME ADDRESS: 2668 E ROAD - LOX GROVES APT. NO. _____

EMAIL ADDRESS: WDYAHN@HOTMAIL.COM PHONE: 561-326-3317

PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING. (A description of the responsibilities of each Board is on the back of this application.)

- ☐ Agritourism Committee
- ☐ Finance Advisory and Audit Committee (FAAC)
- ☐ Planning & Zoning Board (P&Z)
- ☐ Roadway, Equestrian Trails and Greenway Committee (RETGAC)
- ☒ Unified Land Development Code Review Committee (ULDC)

PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:

1. Are you a resident of Loxahatchee Groves? ☒ Yes ☐ No
2. Are you a registered voter in Loxahatchee Groves/Palm Beach County, FL? ☐ Yes ☒ No
3. Are you currently serving on a Town Board? ☐ Yes ☒ No
4. Have you ever served on a Town Board/Committee? ☐ Yes ☒ No

If so, please indicate the Board(s)/Committee(s)? _____ Date of Service: _____

5. Are you willing to attend monthly board meetings? In Person ☒ Yes ☐ No

Per Resolution, I understand any member absence from three (3) consecutive meetings will be considered as resignation from the board/committee. ☒ Yes ☐ No

Boards and Committee Application

Please list any special talent, qualification, education, or professional experience that would contribute to your service on the Board/Committee you have selected.

OWN TOTAL SEWER IN ~~THE~~ MANY FL. LOCATIONS, AM
A DEVELOPER.

Please summarize your volunteer experience(s):

ACTIVE ON PG ISLAND P&ZONING, SERVED
ON NUMEROUS BOARDS & COMMITTEES

Upon receipt of your application, it will be forwarded to the Town Council for their review and final approval for any available vacancy.

Provide the Name and Seat No. of the Councilmember who supports your nomination:

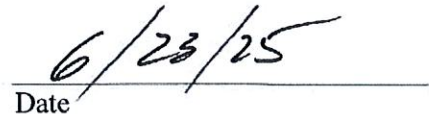
Name of Councilmember

Seat No.

I hereby certify that the statements and answers provided are true and accurate to the best of my knowledge.



Signature of Applicant



Date

☐ Resume Attached.

Boards and Committee Application

BOARDS & COMMITTEES DESCRIPTION and REQUIRED QUALIFICATIONS

All Board/Committee Members are required to complete the Palm Beach County Commission on Ethics - Code of Ethics Training every two (2) years.

Members of advisory boards must meet the following minimum qualifications:

- ☒ Be a resident of the Town of Loxahatchee Groves.
- ☒ Not have an unresolved lien ordered by the town's special magistrate against the member or a business entity in which the member either directly or indirectly owns an equitable or beneficial interest of more than five percent of the total assets or capital stock. Business entity means any corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, or similar entity.
- ☒ Not be a member of any other town advisory board, unless the other advisory board is an ad-hoc advisory board; and
- ☒ Any qualifications that have been adopted by resolution or ordinance of the town council specific to the advisory board to which the member is appointed.

AGRITOURISM COMMITTEE

Description: Recommend to the Town Council potential substantial offsite impacts of agritourism activities and develop recommendations to mitigate substantial offsite impacts to balance the needs of the agritourism operation with the health, safety, and welfare of the public and the peace and tranquility of the surrounding residential communities.

Additional Qualifications:

- ☒ Be a resident or landowner within the Town.
- ☐ Shall be active in the agritourism industry within the Town.

FINANCE ADVISORY AND AUDIT COMMITTEE (FAAC)

Description: Act as the Audit Committee in order to provide for auditor selection functions consistent with Section 218.391, Florida Statutes, upon motion of the Town Council. Reviews and analyzes Projects and Financial activities of the Town assigned by the Town Council or Town Manager and makes recommendations to the Town Council.

Additional Qualifications:

- ☒ Be a resident or landowner within the Town.

PLANNING & ZONING BOARD (P&Z)

Description: Shall hear and make recommendations to the Town Council as to the finding of fact on applications

Boards and Committee Application

e.g., re-zoning, Zoning Ordinance Amendments, Site Plans, Conditional Uses, Special Exceptions Permitted within each Zoning District Variances...any other planning or zoning-related matter referred to it by the Town Council.

Additional Qualifications:

- ☒ File Statement of Financial Interests Disclosure (Form 1) on an annual basis.
- ☒ Knowledge concerning the function of municipal government, planning and zoning matters, and municipal development, as well as the professions associated with development, including, without limitation, architects, planners, attorneys, engineers, and contractors.
- ☒ Shall hold no other Town office or position.

ROADWAY, EQUESTRIAN TRAILS AND GREENWAY COMMITTEE (RETGAC)

Description: Advise the Town Council on issues related to roadways, multi-purpose and equestrian trails, greenways, parks, and water.

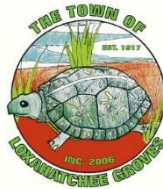
UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE (ULDC)

Description: Review the Town's Unified Land Development Code (ULDC) and advise the Town Council as to suggested revisions to the ULDC.

MJ 6/23/25

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

**AGENDA ITEM MEMORANDUM**

TO: TOWN COUNCIL, TOWN OF LOXAHATCHEE GROVES

FROM: JEFF KURTZ, PROJECT COORDINATOR

VIA: FRANCINE L. RAMAGLIA, CPA, AICP, ICMA-CM, TOWN MANAGER

DATE: TUESDAY, JULY 1, 2025

**SUBJECT: CONSIDERATION OF APPROVAL ON *RESOLUTION NO. 2025-50* -
TOWN LEGAL BUDGET AND DELIVERY OF SERVICES**

Background:**Situation**

On June 3, 2025, at the last Council meeting, Mr. Torcivia gave the Town, his firm's contractually required 30 day notice, of their resignation as Town Attorney. Mr. Torcivia on behalf of the firm has indicated they would be willing to continue to assist the Town in any way necessary until alternate counsel is selected by the Council and during any period of transition.

For the last several years the Town's legal expenditures have exceeded \$400,000. In fiscal year 2024-2025 the Town budgeted legal services in two-line items \$33,120 for code enforcement legal and \$193,000 for general legal services. The total amount budgeted for legal services was \$226,100. As Council has been previously advised the Town has paid \$233,294.24 for charges from October 1, 2024 through February 28, 2025. Since then, the Town has received invoices for services through May 31, 2025 of another \$103,393.12, from the Town Attorney. The Invoices for those charges are attached. Through 8 months the total amount of charges incurred for legal services this year has been \$336,687.46 which equates approximately \$42,086 per month. These charges do not include approximately \$25,000 in cost recovery fees. The cost recovery charges are billed to development projects and ultimately paid by third parties.

Necessity of a Budget Amendment

A budget amendment to utilize general fund reserves is necessary to provide for legal services which have already been incurred and to facilitate the provision of services over the last quarter of the fiscal year. The

budget amendment should also recognize the conversion of part time code enforcement supervisor and code compliance officer to the full-time position of community standards director and the addition of a permit clerk. There are sufficient funds in the existing payroll budget to accommodate the mid-year position adjustments.

Consideration of in-house counsel to provide legal services

The Council suggested consideration of moving to an in-house counsel model for the delivery of legal services. During last year's budget discussions there was a proposal to move legal services in house and a budget to implement that was proposed. On an annual basis it would total \$360,000 including a provision for \$54,000 for outside legal services. The primary legal services would be provided by employees employed as the Town Attorney and a paralegal. These would be new full-time positions within the budget. A proposed contract to have Mr. Kurtz be the Town Attorney is attached. The contract is for a three year period of time. It calls for a base salary of \$130,000 for the attorney/employee until October of 2026. The Town Attorney would report directly to the Town Council, as set forth in the Town's Charter.

Under the existing contract with the Torcivia firm the Town pays the firm \$242.05 per hour for attorney time. Therefore, a budget of \$360,000 gets the Town approximately 1500 hours of attorney service. Utilizing the proposed in house model will give the Town more attorney hours, the fulltime services of a paralegal and approximately 200 hours of outside counsel time. There will also be increased efficiency in the communication of legal opinions as issues may be addressed directly verbally in meetings and there will be a consistency of opinion.

The downside to moving in house is that the salaries and benefits paid to the two employees will be a minimum floor for the cost of the services. Additionally, a firm has the potential to put more resources in place for time consuming and complex projects. Those additional services obviously raise the costs as most firms will provide services on an hourly basis.

Another advantage of the in-house model is that cost recovery can still be charged to applicants but the monies received, instead of being a pass through to the outside firm, will be able to offset the costs of the in-house budget. On an annual basis we would estimate the fees recovered to offset legal expenses would be approximately \$30,000. The anticipated net cost of the in-house model would be \$330,000 per year.

If the Town moved to an in-house model most services would be provided by the Town's attorney and paralegal. Use of outside council would primarily be for litigation, including cases not covered by the Town's insurance policy, time consuming and complex development issues (which would probably be subject to cost recovery) and areas where greater subject matter expertise makes it more efficient to use outside counsel. To the extent there were major unexpected issues that arose during the year causing a need for budget amendment, such issues would be addressed as a part of the Attorney's report to Council during the regularly scheduled Council meetings.

Amount of Budget Amendment

Regardless of how the Town Council decides to move forward with the provision of legal services a budget amendment is necessary to pay for the past due legal services and provide services for the remainder of the year. The following represents the extent of the budget amendment necessary if the Council elects to adopt a transition to an in-house model.

1. \$110,600 for charges incurred above the amount budgeted.
2. \$23,000 for anticipated billings during the month of June since the firm gave the Town notice of their resignation

3. \$ 97,700 for last quarter of the year under an in-house model, which includes \$19,000 allocated to outside council. The \$7,000 above the annualized quarter of \$90,000 is to take into consideration acquisition of furniture, equipment and a higher usage of outside counsel during the transition time period. An exhibit showing the components of proposed annual budget and 4th quarter FY 25 budget is attached.

The total budget adjustment for legal services is \$231,300. The proposed source of the additional funding is general fund reserves. If the Town Council decides to solicit other firms to continue providing services as the Town has received them historically or solicit other proposals for the in-house and continue the utilization of the Torcivia firm in the interim, the suggested amount of the budget amendment remains the same.

Recommendation:

Approval of **Resolution 2025-50** which authorizes the payment of outstanding invoices to Torcivia and approves a budget amendment which includes an increase in the overall legal budget to \$457,000 for fiscal year 2024-25 and authorizes the additional positions to the budget for the Town Attorney and Paralegal as employees of the Town; Approval of Resolution which approves the contract with Jeffrey S. Kurtz, Esq. to be employed as the Town Attorney. Authorize the Manager and Town Attorney to negotiate a transitional services agreement with Torcivia for an amount not to exceed \$25,000. Direct the Town Attorney to solicit engagements with outside council within the budgetary authority and Town Manager's purchasing authority to provide any needed additional legal services.

TOWN OF LOXAHATCHEE GROVES**RESOLUTION NO. 2025-50**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING BUDGET AMENDMENT FOR THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 200.065, Florida Statutes, on September 18, 2023, the Town Council of the Town of Loxahatchee Groves (the "Town") adopted Resolution No. 2024-73 approving the Fiscal Year 2024- 2025 Budget; and

WHEREAS, pursuant to Section 166.241(5), Florida Statutes, the Town may amend its adopted budget for the Fiscal Years beginning October 1, 2024, and ending September 30, 2025, at any time within a fiscal year, within 60 days following the end of the fiscal year; and

WHEREAS, the Town has incurred legal expenses substantially in excess of the amount budgeted for such services and needs to pull additional revenues from general fund reserves to cover incurred and anticipated legal expenses for the remainder of the Fiscal Year beginning October 1, 2024, and ending September 30, 2025, and is recommending amendments to the Town's budgets as set forth in **Exhibit "A"** hereto; and

WHEREAS, the Town desires to employ as Town Employees a full time Town Attorney and paralegal to stabilize the current and future costs associated with needed legal services; and

WHEREAS, the Town had budgeted 9 full time employees and 4 part time employees in its general fund for Fiscal year 2024-25 and to increase efficiency has modified its delivery of planning, building and code enforcement services under a community standards department altering the composition of general fund employees to include 10 full time employees and 3 part time employees; and

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves and its residents to adopt this Resolution.

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’s adopted budgets for the Fiscal Years beginning October 1, 2024, and ending September 30, 2025, is hereby amended as set forth in **Exhibit “A”** attached hereto and expressly made a part hereof.

Section 3. The Town’s number of general fund full time employees shall be increased to 12 employees including a Town Attorney, Paralegal, Community Standards Director, Code Compliance Officer and Permit Technician.

Section 4. 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 shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall be retroactively effective to October 1, 2024, upon its passage and 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 ____ 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 Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4

BUDGET SUMMARY

TOWN OF LOXAHATCHEE GROVES - Fiscal Year 2024 - 2025

General Fund: at 3.0 MILLS

ESTIMATED REVENUES	GENERAL	TRANSPORTATION	SURTAX	ROADS & DRAINAGE	CAPITAL PROJECTS	SOLID WASTE	TOTAL ALL FUNDS
Taxes: Millage Per \$1,000							
Ad Valorem Taxes: 3.0 MILLS	\$1,727,000						\$1,727,000
Assessments per Unit							\$0
Roads & Drainage: \$200 per unit				\$1,530,757			\$1,530,757
Solid Waste: \$450 per unit						\$649,800	\$649,800
Licenses & Permits	\$463,000						\$463,000
Utility Taxes	\$541,000						\$541,000
Franchise Fees	\$609,000						\$609,000
Charges For Services	\$459,500						\$459,500
Intergovernmental	\$425,300	\$400,000	\$336,300		\$750,000	\$500	\$1,912,100
Fines & Forfeitures	\$16,000						\$16,000
Investment Income	\$59,000			\$18,250		\$7,800	\$85,050
Miscellaneous Revenues	\$16,000			\$20,000			\$36,000
TOTAL SOURCES	\$4,315,800	\$400,000	\$336,300	\$1,569,007	\$750,000	\$658,100	\$8,029,207
Transfers In	\$0			\$863,493	\$1,059,300	\$0	\$1,922,793
Fund Balances/Reserves/Net Assets	\$1,563,000	\$0	\$47,000	\$617,000	\$420,000	\$254,000	\$2,901,000
TOTAL REVENUE, TRANSFERS & BALANCES	\$5,878,800	\$400,000	\$383,300	\$3,049,500	\$2,229,300	\$912,100	\$12,853,000
ESTIMATED EXPENDITURES							
General Government	\$1,789,387						\$1,789,387
Public Safety							
Law Enforcement	\$668,000						\$668,000
PZB & Code	\$926,420						\$926,420
Physical Environment							
Public Works				\$2,312,500			\$2,312,500
Solid Waste Services						\$712,000	\$712,000
Other Physical Environment							\$0
Non-departmental	\$138,500			\$0		\$8,000	\$146,500
Capital Outlay					\$2,229,300		\$2,229,300
Debt Service				\$5,000			\$5,000
Contingency							\$0
TOTAL EXPENDITURES	\$3,522,307	\$0	\$0	\$2,317,500	\$2,229,300	\$720,000	\$8,789,107
Non-Expenditures/Other Uses							
Transfers Out	\$1,024,493	\$400,000	\$383,300	\$115,000	\$0		\$1,922,793
Fund Balances/Reserves/Net Assets	\$1,332,000	\$0	\$0	\$617,000	\$0	\$192,100	\$2,141,100
TOTAL APPROPRIATED EXPENDITURES	\$5,878,800	\$400,000	\$383,300	\$3,049,500	\$2,229,300	\$912,100	\$12,853,000
TRANSFERS, RESERVES & BALANCES							

TOWN OF LOXAHATCHEE GROVES

Item 15.

Proposed Amended Legal Budget FY 2025

		FY 2025	FY 2025
		Adopted	Amended
Legal Services			
	<u>Regular Salaries</u>		\$ 48,750
	<u>Overtime</u>		
	<u>FICA Taxes</u>		\$ 3,729
	<u>Retirement FRS</u>		\$ 13,424
	<u>Health and Life Insurance</u>		\$ 7,309
	<u>Worker's Compensation</u>		\$ 500
	<u>Equipment</u>		\$ 1,500
	<u>Office Supplies</u>		\$ 750
	<u>Books, Publications, Subscriptions</u>		\$ 500
	<u>Education & Training</u>		\$ 1,000
	<u>Computer Research</u>		\$ 1,000
001-16-51-514-53100	<u>Professional Services-Legal</u>	\$ 193,000	\$ 345,538
001-16-51-514-53101	<u>Litigation</u>		\$ -
	Sub Totals	\$ 193,000	\$ 424,000
Code Enforcement			
001-22-51-519-53150	<u>Special Magistrate</u>	\$ 25,000	\$ 25,000
001-22-51-519-53400	<u>Other Services - Code</u>	\$ 3,000	\$ 3,000
001-22-51-511-54100	<u>Legal Advertising</u>	\$ 5,000	\$ 5,000
001-22-51-519-53430	<u>Code Compliance</u>	\$ -	\$ -
001-22-51-519-53100	<u>Professional Services-Legal</u>	\$ 33,120	\$ 33,120
001-22-51-519-53101	<u>Professional Services-Expert Witness</u>	\$ 7,300	\$ 7,300
001-22-51-519-51200	<u>Regular Salaries</u>	\$ 112,000	\$ 112,000
001-22-51-519-51400	<u>Overtime</u>		
001-22-51-519-52100	<u>FICA Taxes</u>	\$ 9,000	\$ 9,000
001-22-51-519-52200	<u>Retirement FRS</u>	\$ 12,000	\$ 12,000
001-22-51-519-52300	<u>Health and Life Insurance</u>	\$ -	\$ -
001-22-51-519-52400	<u>Workers' Compensation</u>	\$ 6,500	\$ 6,500
001-22-51-519-53110	<u>Professional Service-ADP</u>	\$ -	\$ -
001-22-51-519-55210	<u>Fuel</u>	\$ 2,500	\$ 2,500
001-22-51-519-56400	<u>Machinery and Equipment</u>		
001-22-51-519-54680	<u>Vehicle Maintenance</u>	\$ 500	\$ 500
001-22-51-519-54000	<u>Travel</u>	\$ -	\$ -
001-22-51-519-55500	<u>Education & Training</u>	\$ 1,000	\$ 1,000
001-22-51-519-54440	<u>Rental and Leases - Equip, Storage, etc</u>	\$ -	\$ -
	Sub Totals	\$ 216,920	\$ 216,920

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2025-58

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN EMPLOYMENT AGREEMENT FOR TOWN ATTORNEY WITH JEFFREY S. KURTZ, ESQ. AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town Council of the Town of Loxahatchee Groves (“Town”) has decided to move forward with primary legal services being provided the Town Attorney as an employee of the Town, reporting directly to the Town Council as provided by the Town Charter; and

WHEREAS, the Town Council desires to offer the position of Town Attorney to a current employee of the Town, Jeffrey S. Kurtz, Esq., and Mr. Kurtz desires to accept the position of Town Attorney under certain terms and conditions; and

WHEREAS, the Town and Mr. Kurtz desire to enter into an Employment Agreement setting forth the terms of Mr. Kurtz’ s employment as Town Attorney; and

WHEREAS, pursuant to Section 4(2)(a) of the Town’s Charter, the Town Attorney shall be appointed by majority vote of the Town Council.

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 Employment Agreement for Town Attorney with Mr. Kurtz, attached to this Resolution as Exhibit “A”.

Section 3. The Town Attorney shall also serve as the Attorney for the Loxahatchee Groves Water Control District.

Section 4. This Resolution shall take effect immediately upon adoption.

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

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE
GROVES, FLORIDA, THIS 1st DAY OF JULY, 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 Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4

EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND JEFFREY S. KURTZ AS TOWN ATTORNEY

THIS AGREEMENT is made and entered between JEFFREY S. KURTZ ("EMPLOYEE" or "ATTORNEY") and the TOWN OF LOXAHATCHEE GROVES, a municipal corporation of the State of Florida ("TOWN"), collectively "the PARTIES".

WHEREAS, the parties have decided to enter into this Town Attorney Agreement ("Agreement");

WHEREAS, the EMPLOYEE was initially hired as a regular full-time employee by the TOWN on October 1, 2023 as the Project Coordinator;

NOW THEREFORE, for and in consideration of the mutual obligations set forth below, the EMPLOYEE and the TOWN agree as follows:

I. APPOINTMENT AND EMPLOYMENT OF EMPLOYEE

Pursuant to Article 4 - Administrative Section (4) of the Town Charter, the Town Council appoints EMPLOYEE as its Town Attorney and as such shall advise the Town Council and Town Administration on all legal matters including those relating to the administration of the Loxahatchee Groves Water Control District, an agency of the TOWN.

Subject to the terms and conditions set forth in this Agreement, TOWN hereby agrees to employ EMPLOYEE as its full-time Town Attorney and EMPLOYEE hereby accepts such employment.

II. DUTIES AND RESPONSIBILITIES

The ATTORNEY shall be responsible to the five-member Council and shall perform the functions and duties of the Town Attorney as provided in Article 4 Section 4(4)(d) the Town's Charter, in accordance with Florida Law, the Rules Regulating the Florida Bar, the Palm Beach County Code of Ethics, the Town's Code of Ordinances, the direction of the Council, and as mutually agreed to by the ATTORNEY and TOWN from time to time, as well as the functions and duties of the Chief Legal Officer of the Loxahatchee Groves Water Control District.

The ATTORNEY shall be responsible only to the Town Council and shall satisfactorily perform the duties of Town Attorney as determined by the Town Council. The Town Council shall be responsible for setting Policy and the ATTORNEY shall be responsible for advising the Town Council and Town Administration and assisting in the implementation of Policy.

The ATTORNEY agrees to devote all time necessary to perform the duties of the position. It is recognized that the ATTORNEY must devote a great deal of time outside the normal office hours on business for the TOWN, and to that end ATTORNEY shall be allowed to establish an appropriate work schedule, which may include working on Town matters from locations away from Town offices.

III. EXCLUSIVE EMPLOYMENT

ATTORNEY shall not be employed by any other employer during the Term or any extension or modification of this Agreement.

The term "employed" as used in this Section III shall not be construed to include occasional teaching, writing or consulting performed during the ATTORNEY's time off not in excess of an average of ten (10) hours per week in a non-conflicting capacity in accordance with the provisions of Florida Statutes and with specific written notice given

to the Town Council. Any such teaching, writing, or consulting shall not be performed utilizing any TOWN resources or equipment.

IV. TERM

- A. The Term of this Agreement for employment in the Town Attorney position shall begin on July 2, 2025 and remain in effect through and including September 30, 2028, unless earlier terminated as provided in Section IX.

At least one hundred and twenty days (120) prior to the expiration of this Agreement and the Term, ATTORNEY shall notify each member of the Town Council in writing of the ATTORNEY's intentions for future employment beyond the expiration of this Agreement.

- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the TOWN to terminate the service of ATTORNEY or remove him from the position of Town Attorney at any time, subject only to the provisions set forth in Section VIII herein below.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the ATTORNEY to resign at any time, subject only to the provisions set forth in Section IX herein below.

V. COMPENSATION

Base Salary. TOWN agrees to pay ATTORNEY for services rendered as the Town Attorney at the base annual salary of \$130,000.00 through September 30, 2026; \$135,000 from October 1, 2026 through September 30, 2027 and \$140,000 from October 1, 2027 through the end of the Term. The Base Salary shall be paid in installments at the same time as other employees of the TOWN are paid.

The TOWN may, at any time, increase the Base Salary to the ATTORNEY as it may deem desirable to do so, in its sole discretion, which shall not require a written amendment to this Agreement provided a majority of the Town Council in attendance at the meeting vote in favor of such increase. ATTORNEY may be awarded a cost of living or any other across-the-board increases provided to other TOWN employees with specific approval of a majority of the Town Council in attendance at the meeting.

Base Salary payments are not due for any periods of unpaid leave, including disciplinary suspensions, in accordance with applicable wage and hour laws.

Emergency Pay. ATTORNEY shall be eligible for Emergency Pay for time actually worked during a declared emergency in accordance with TOWN's Human Resources Policy Manual provisions on Emergency Pay for Exempt staff.

A. Benefits.

1. Paid Time Off: ATTORNEY shall accrue Paid Time Off (PTO) at his current rate of accrual through September 30, 2025. For the remainder of the term of the Agreement ATTORNEY shall accrue PTO at a rate of 160 hours per year. The full amount of annual PTO shall be granted to ATTORNEY on October 1st of each year. The grant of PTO will allow ATTORNEY to schedule his leave in a manner which minimizes the impact on the Town's meeting schedule. Notwithstanding any conflicting provision in the Human Resources Policy Manual, as amended from time to time, ATTORNEY shall be permitted to carry over 80 hours from one fiscal year to the next ("Carry Over Amount"). All accrued and unused PTO shall be paid upon separation of employment, regardless of the reason for separation, including death as noted below.

ATTORNEY shall use leave in accordance with TOWN policies applicable to all other employees, as amended from time to time. The Town Attorney shall notify all Town Councilmembers in writing of the absence,

In the event TOWN approves policies for all employees providing for PTO Buy Back or Serious Illness Leave Bank, ATTORNEY shall be permitted to participate under the same terms and conditions with the exception that the Carry Over Amount referenced in such policies shall be superseded by the Carry Over Amount set forth herein.

2. Holidays: ATTORNEY shall be entitled to the same paid holidays granted to the TOWN's employees.
3. Insurance: The ATTORNEY may participate or decline to participate in the TOWN's existing Health Insurance program. If the ATTORNEY decides not to participate in the health insurance program, his spouse may participate in the TOWN's health insurance program and the ATTORNEY, his spouse and dependents, if any, shall be entitled to and enjoy inclusion in the TOWN's, Dental Insurance Program, Vision Care Program, Short and Long term Disability Program, and other insurance benefits that may be offered in the same manner and under the same terms and conditions as other TOWN employees, as the same exists or may be amended from time to time by the TOWN in its sole discretion.
4. Retirement/Deferred Compensation: During the Term, ATTORNEY shall participate in the Florida Retirement System (FRS) at the Senior Management Service Class. The TOWN shall take any and all necessary actions to ensure FRS properly designates the Town Attorney position as Senior Management Service Class.
5. Life Insurance: Effective January 1, 2026, the TOWN shall provide a term life insurance policy for the Town Attorney in an amount equal to his Base Salary, or any amount as provided for all or any other employees, whichever is greater. Coverage will commence in accordance with the terms of the provider's Agreement. The beneficiary of the term life insurance policy will be determined by the Town Attorney. This term life insurance coverage will only be effective during the Term of this Agreement.
6. Travel and Subsistence: The Town Attorney will be reimbursed for work-related mileage pursuant to and consistent with Internal Revenue Service guidelines. The Town will pay for reasonable and customary travel and subsistence expenses, in accordance with applicable Florida Law and TOWN policies for official travel including approved travel relating to ATTORNEY's professional development.

As an exempt employee, no additional compensation will be paid for time spent traveling on TOWN business other than ATTORNEY's Base Salary then in effect.

7. Dues and Subscriptions: TOWN shall pay reasonable and appropriate professional dues and subscriptions on behalf of the ATTORNEY for the purpose of allowing his participation in direct job-related associations including the Florida Bar and related sections, subject to budget constraints and Town Council approval. The TOWN acknowledges the value of having the Town Attorney participate and be directly involved in professional associations and organizations.
8. Professional Development: TOWN agrees to pay the reasonable and customary travel and subsistence expenses (in accordance with applicable Florida Law and TOWN policies for ATTORNEY's travel to and attendance at professional association events as well as other

reasonably necessary seminars and conferences customary to ATTORNEY's position and/or necessary to meet continuing education requirements, subject to budget constraints and Town Council approval, including but not limited to the Florida Municipal Attorneys Association annual conferences, the Florida League of Cities annual conferences, the state municipal association conferences and meetings of such other national, regional, state, and local governmental groups and committees in which the Town Attorney serves as a member.

9. Additional Benefits: Any further and additional benefits which are provided to other TOWN employees now or in the future shall be provided to the ATTORNEY. The TOWN may, at any time, provide other additional benefits solely to the ATTORNEY, as it may deem desirable to do so in accordance with applicable law. To the extent any Benefit is not specifically listed herein to which ATTORNEY is presently eligible under the Town's Human Resources Policy Manual, ATTORNEY shall remain eligible for such Benefit(s) so long as such Benefits remain in effect, or as amended by the Town Council from time to time.
10. Telecommunications/Technical Equipment: The TOWN will provide the ATTORNEY with appropriate support, supplies, materials and equipment to conduct the business of the TOWN including printer, tablet, and/or personal computer(s). The TOWN will pay the ATTORNEY a stipend of \$35 per month to cover the cost of cellular service for his phone.

VI. PAYMENT UPON SEPARATION; SEVERANCE PAY

- A. Final Paycheck. If ATTORNEY separates from employment for any reason under Section IX, he shall be paid in full any unpaid balance of her Base Salary then earned and due through the final date of employment. Any accrued but unused paid time off (PTO) is also payable as provided in Section V(B)(I). Such payments shall be made within 15 days after separation. Management Leave or other paid leaves set forth in the Human Resources Policy Manual are not payable unless specified as such in the applicable policy as of the date of separation.
- B. Severance Pay.
 - 1 Termination Without Cause. If ATTORNEY is terminated Without Cause he shall be eligible to receive Severance Pay equal to 20 weeks of the gross Base Salary in effect at the time of terminations and shall not include any Benefits or perquisites as may be permitted by Section 215.425, F.S. (hereafter referred to as "Severance Pay"). Severance Pay shall be made within 30 calendar days after receipt of an executed General Release by ATTORNEY in favor of TOWN in a lump sum payment, less applicable taxes, withholdings and other required deductions.
 - 2 Termination With Cause. ATTORNEY shall not be eligible for or receive Severance Pay; however, TOWN shall pay any accrued and unused Paid Time Off, if any, within 15 days of the separation date.
 - 3 Resignation by ATTORNEY. ATTORNEY shall not be eligible for or receive Severance Pay and TOWN shall pay any accrued and unused Paid Time Off, if any, within 15 days of the separation date.
 - 4 Expiration of Term. ATTORNEY shall not be eligible for or receive Severance Pay; however, TOWN shall pay any accrued and unused Paid Time, if any, within 15 days of the separation date.

- 5 Death. ATTORNEY, or his heirs or assigns or beneficiaries, shall not be eligible for or receive Severance Pay; however, TOWN shall pay any accrued and unused Paid Time Off, if any, to designated beneficiary within 15 days of the separation date.

VII. PERFORMANCE EVALUATION

As a part of the budget process, the TOWN and ATTORNEY will work together to mutually agree upon such goals and performance objectives which they determine to be essential for the proper operation of the legal department and progress towards attaining TOWN'S policy directives and shall further establish a relative priority among those various goals and objectives. All agreed-upon goals and objectives shall be realistic and have resources reasonably committed to be effectively implemented.

VIII. INDEMNIFICATION

The PARTIES shall comply with Ordinance Section 2-54 as amended from time to time.

TOWN shall bear the full cost of any fidelity or other bonds required of the ATTORNEY under any policy, regulation, law or ordinance.

IX. SEPARATION FROM TOWN

A. Termination by TOWN Without Cause.

- 1 ATTORNEY shall be provided 30 days' notice of the TOWN's intention to terminate this Agreement without cause. At its sole discretion, during the notice period, TOWN may require the ATTORNEY to cease or limit the work performed on TOWN matters.
- 2 Following notice to ATTORNEY set forth in IX.A. 1 above, TOWN may terminate ATTORNEY and this Agreement Without Cause at any time during the Term of this Agreement pursuant to Section (4)(2)(b) of the Town Charter by a super-majority vote of the full Town Council.
- 3 In the event the Town Council determines, in its sole discretion, ATTORNEY and this Agreement shall be terminated Without Cause at any time during the Term of this Agreement, ATTORNEY shall be eligible for Severance Pay as described in Section VI. Upon the ATTORNEY's request, or on its own initiative, a super-majority vote of the full Town Council may classify and record the Termination Without Cause as a Resignation in the personnel file without impacting the Severance Pay as described in Section for a Termination Without Cause.
- 4 The TOWN's termination of ATTORNEY Without Cause shall be final and non-appealable and operates as termination of this Agreement.

B. Termination by TOWN With Cause.

1. TOWN may terminate ATTORNEY and this Agreement With Cause, in its sole discretion, as provided herein during the Term of this Agreement pursuant to Section (4)(2)(b) of the Town Charter by a super-majority vote of the full Town Council. Any written notice issued to ATTORNEY shall describe the actions claimed by the TOWN constituting such grounds and the effective date of the termination. Any such notice shall be issued as soon as practicable after the vote of the Council of its intent to terminate With Cause.
2. "With Cause" is defined as termination based upon any of the following actions by the ATTORNEY:

- a. Misfeasance, malfeasance and/or nonfeasance in performance of the Town Attorney duties and responsibilities;
- b. Conviction of a misdemeanor or felony crime, whether or not adjudication is withheld (guilty plea constitutes conviction);
- c. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of the office;
- d. Violation of any substantive TOWN policy, rule, or regulation, which would subject any other TOWN ATTORNEY to termination including, but not limited to, violation of the TOWN's Policy Against Harassment, Equal Employment Opportunity Policy, or Drug Free Workplace Policy;
- e. The commission of any fraudulent act against the interest of the TOWN;
- f. The commission of any act which involves moral turpitude, or which causes the TOWN disrepute;
- g. Violation of the state or local ethics laws and codes including, but not limited to, the Florida Code of Ethics, the Sunshine Amendment to the Florida Constitution, the Palm Beach County Code of Ethics, the TOWN's Code of Ethics, or violation of the Florida Bar's Code of Ethics;
- h. failure to return from an approved leave of absence; or,
- i. misconduct, as defined in Fla. Stat. 443.036(29), as amended from time to time.

ATTORNEY shall not be subject to Termination With Cause for the actions or inactions over which the ATTORNEY had no authority or control and which occurred prior to July 2, 2025.

- 5. In the event of Termination With Cause, ATTORNEY shall not be eligible for Severance Pay as described in Section VI.
- 6. The TOWN's termination of ATTORNEY and this Agreement With Cause shall be final and non-appealable.

C. Resignation by ATTORNEY.

- 1 ATTORNEY may voluntarily resign employment from TOWN by providing TOWN sixty (60) days written notice in advance, unless waived at the sole discretion of the Town Council. During the 60-day period, TOWN may require ATTORNEY to cease or limit the work performed on TOWN matters, during which time ATTORNEY is entitled to such regular compensation and benefits as is due under this Agreement until the effective date of the resignation as provided in the notice or 60 days from the date of the notice, whichever occurs earlier.
- 2 In the event of resignation, ATTORNEY shall not be eligible for Severance Pay as described in Section VI.

D. Expiration of Term.

- 1 At the expiration of the Term, ATTORNEY's employment and this Agreement shall terminate automatically, unless the PARTIES enter into a written amendment or new agreement prior to the end of the Term.
- 2 In the event of expiration of the term, ATTORNEY shall not be eligible for Severance Pay as described in Section VI.

E. Death.

1. This Agreement, the Term, and ATTORNEY's employment shall terminate automatically upon the ATTORNEY's death.
2. In the event of death ATTORNEY shall not be eligible for Severance Pay as described in Section VI.

F. Post-Termination Name Clearing Meeting.

ATTORNEY may avail himself of the TOWN's Post Termination Name-Clearing process in accordance with TOWN policy in effect at the time of termination. The Post Termination Name Clearing process is not an appeal of the termination decision and the Town Council is not required to consider reinstatement. The process is designed to allow the ATTORNEY to present information in the public record regarding the information forming the basis of the termination.

G. Return of Town Property.

Upon termination of the Town Attorney's employment whether voluntary, with cause or without cause, or otherwise, the Town Attorney shall, within three (3) business days, and without the need for the TOWN to request same, return all TOWN property to the TOWN, including but not limited to keys, cell phone, laptop computer, passwords, documents and any other property of the TOWN in the Town Attorney's possession or control.

X. GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties and supersedes all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
- B. The rights and obligations herein granted are personal in nature and cannot be transferred by the ATTORNEY except as provided in any benefit plans upon occurrence of a qualifying event.
- C. This Agreement may not be modified or changed in any way whatsoever except by mutual written consent of both PARTIES.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by the party.
- F. Failure of a party to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of party's right to enforce or exercise said right(s) at any time thereafter.
- G. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- H. All the provisions contained in this Agreement are subject to and conditioned upon compliance with all special acts of the TOWN and applicable laws of the State of Florida, the Town Charter and Town ordinances. Such laws shall take precedent over any part or portion of provisions as contained herein.
- I. This Agreement shall be governed exclusively by Florida law and venue of any action or proceeding relating to this Agreement shall be in Palm Beach County, Florida, exclusively, with each party to bear its own

attorneys' fees and costs, up through and including any appellate action. ATTORNEY expressly consents to the personal jurisdiction of the courts of Palm Beach County, Florida.

· J. All notices required to be given under the terms of this Agreement or which any of the parties' desire to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

TO: Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
ATTN. Mayor
Town Manager

TO: Jeffrey S. Kurtz, Esq.
address on record in
Personnel File

Any party may designate a change of address at any time by giving written notice thereof to the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this _____ day of _____, 2025.

EMPLOYEE/ATTORNEY

TOWN OF LOXAHATCHEE GROVES

JEFFREY S. KURTZ, ESQ

MAYOR ANITA KANE

ATTEST:

Valerie Oakes, Town Clerk

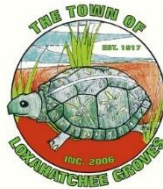
Approved as to form and legal sufficiency:

Glen Torcivia, Esq.

Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA ITEM MEMORANDUM

TO: TOWN COUNCIL, TOWN OF LOXAHATCHEE GROVES

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

DATE: Tuesday, July 1, 2025

SUBJECT: Consideration Of Resolution No. 2025-56 Establishing The Town's Preliminary Ad Valorem Millage Rate Of 4 Mills for Truth-In-Millage ("Trim") Purposes for The Fiscal Year 2026, Beginning October 1, 2025.

Background:

David Dilena, the Town of Loxahatchee Groves's Finance Director, will be making a presentation with respect to establishing the preliminary TRIM Rates and the Town's proposed budget.

Truth-in-Millage (TRIM) rates will be due to the Palm Beach County Property Appraiser's office to facilitate the preparation of TRIM notices, which their office will send out. The accompanying Resolution 2025-56 specifies the preliminary ad valorem millage rate of 4 mills to be included on the annual TRIM notice for all taxable property within the Town of Loxahatchee Groves.

The proposed 4 mills is an increase of 1 mill over the FY 2024-2025 rate of 3 mills. The Council may adopt final rates at or below the preliminary TRIM rates. The estimated rolled-back rate for the Town is 2.7048 mills. The rolled-back rate is an estimate at this time because it is based on the Property Appraiser's June 1st estimate of taxable value. The current taxable value estimate for the Town is \$659,659,655, which represents an increase of 8.87% over last year's valuation. The Property Appraiser's actual certification of value should be published prior to the Council's July 1st meeting, and based on that information, the actual rolled-back rate will be calculated and reflected in the TRIM notices sent to property owners.

The proposed preliminary rate of 4 mills is intended to provide the Town Council with potential options for addressing the \$600,000 funding gap in the Road and Drainage Budget.

The Town's final ad valorem millage rate will be adopted following the required two public hearings in September, currently scheduled for September 2nd and September 17th.

Recommendation

Staff recommends that the Town Council approve ***Resolution No. 2025-56*** establishing the Town's preliminary ad valorem millage rate of 4 mills for Truth-in-Millage ("Trim") purposes for the fiscal year 2026 beginning on October 1, 2025.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2025-56

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 4.000 FOR GENERAL OPERATING BUDGET PURPOSES FOR FISCAL YEAR 2025/2026; RECOGNIZING THE ROLLED BACK MILLAGE RATE FOR FISCAL YEAR 2025/2026; 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 2025/2026 PROPOSED MILLAGE RATE AND TENTATIVE BUDGET; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida Statute 200.065 (TRIM), the Palm Beach County Property Appraiser has certified the taxable value within the jurisdiction of the Town of Loxahatchee Groves, including a copy of the Statement required to be submitted under Florida Statute Section 195.073(3) (a/k/a Form DR-420); and

WHEREAS, pursuant to Florida Statute Section 200.065(2)(b), the Town must advise the Palm Beach County Property Appraiser of its proposed millage rate, of its rolled back rate computed pursuant to Florida Statute Section 200.065(1), and of the date, time, and place at which a public hearing will be held to consider the proposed millage rate, proposed millage levy for voted debt service, and the tentative budget.

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 Manager, or his designee, is hereby authorized and instructed to complete and transmit the DR-420 to the Palm Beach County Property Appraiser, and to take

such further action as is reasonably required pursuant to Section 200.065, Florida Statutes.

Section 3: The Town Council hereby adopts a proposed operating millage rate of **4.000** for General Fund budget purposes for Fiscal Year 2025-2026.

Section 4: The Town Council hereby recognizes the rolled back millage rate as 2.7048 for General Fund budget purposes for Fiscal Year 2025-2026.

Section 5: The Town Council of the Town of Loxahatchee Groves hereby sets September 2, 2025, at 6:00pm in the Town of Loxahatchee Groves Town Hall, 155 F Road Loxahatchee Groves, Florida 33470, as the date, time, and place of the Public Hearing to consider the proposed millage rate and the tentative budget.

Section 6: That 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 shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

Section 7: That all Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 8: That this Resolution shall be effective immediately upon adoption.

Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion, and upon being put to a vote, the Resolution was hereby:

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**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE
GROVES, FLORIDA, THIS 1ST DAY OF JULY, 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

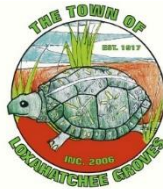
Voted:
Councilmember Todd McLendon, Seat 1

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 ITEM MEMORANDUM

TO: TOWN COUNCIL, TOWN OF LOXAHATCHEE GROVES

FROM: FRANCINE L. RAMAGLIA, CPA, AICP, ICMA-CM, TOWN MANAGER

DATE: TUESDAY, JULY 1, 2025

SUBJECT: CONSIDERATION OF APPROVAL ON RESOLUTION NO. 2025-54 ESTABLISHING THE TOWN'S PRELIMINARY NON-AD VALOREM ASSESSMENT RATE FOR SOLID WASTE COLLECTION AND RECYCLING SERVICES FOR THE FISCAL YEAR 2026, BEGINNING OCTOBER 1, 2025.

Background:

Truth-in-Millage (TRIM) rates are due to the Palm Beach County Property Appraiser's office to facilitate preparation of TRIM notices which will be sent out by their office. The accompanying *Resolution No. 2025-54* specifies the preliminary non-ad valorem assessment rate for Solid Waste Collection and Recycling Services to be included on the annual TRIM notice for all taxable property within the Town of Loxahatchee Groves.

The proposed rate of \$450 per unit is equal to the FY25 Rate. The Council may adopt final rates at or below the preliminary TRIM rates.

The Town's final non-ad valorem assessment rate for Solid Waste Collection and Recycling Services will be adopted following the required public hearing in September currently scheduled for September 3RD.

Recommendation:

Staff recommends that Town Council approves *Resolution No. 2025-54*.

TOWN OF LOXAHATCHEE GROVES**RESOLUTION NO. 2025 - 54**

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, 2025; 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.

WHEREAS, Chapter 42 “Special Assessments,” of the Code of Ordinances of the Town of Loxahatchee Groves, provides for the home rule authority of the Town Council to levy and collect special assessments; and

WHEREAS, Chapter 42, authorizes the Town to “create, install, improve, maintain and fund any and all costs associated with the Town establishing and operating a Town 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,” and provides findings of special benefit to real property as a result of such services; and

WHEREAS, the Town has in place a Collection Agreement, pursuant to which the Town provides Solid Waste Collection Services to, among others, all residential properties that receive residential solid waste collection services within the Town; and

WHEREAS, the Town believes it is in the best interests of the residents and residential property owners to collect funds for the costs of the Town’s Solid Waste Collection Services to all residential dwelling units that receive Solid Waste Collection Services provided by the Town, through its Collection Agreement, through the levy and collection of a special assessment, as such

will permit the payment for the services on an annual basis along with property taxes and other special assessments and reduce the costs of the Solid Waste Collection Program to the Town; and

WHEREAS, the Town's Collection Agreement with Contractor provides for the levy and collection of a Solid Waste Collection Services Special Assessment by the Town, and remittance of payment to Contractor; and

WHEREAS, Solid Waste Collection Services provided by the Town through its Collection Agreement as defined hereinafter provide the requisite special benefit to Assessed Property such that they may be funded through a special assessment; and

WHEREAS, Town staff has reviewed the budget for Solid Waste Collection Services for residential dwelling units that receive residential Solid Waste Collection Services provided by the Town through the Collection Agreement to ensure that the Solid Waste Collection Services Special Assessment meets the legal requirements for special benefit and fair apportionment; and

WHEREAS, the Town Council determines that it is fair and equitable to levy and collect a non-ad valorem special assessment to fund the Solid Waste Collection Services provided by the Town through its Collection Agreement, consistent with the methodology and allocation as provided hereinafter.

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

SECTION 1. RECITALS. The foregoing "WHEREAS" clauses are hereby ratified and confirmed by the Town Council and incorporated herein by this reference.

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the provisions of Chapter 42 "Special Assessments" of the Town's Code of Ordinances (the "Ordinance"), Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 3. PURPOSE. This Resolution constitutes the Preliminary Assessment Resolution which initiates the process for developing the annual Assessment Roll and directs the imposition of a Solid Waste Collection Services Assessment as described hereinafter, for the Fiscal Year beginning October 1, 2025. Its purpose is to provide procedures and standards for the imposition of a Solid Waste Collection Services Assessment for all Dwelling Units that receive solid waste collection services within the Town under the general home rule powers of a municipality to impose special assessments, and to authorize a procedure for the funding of Solid Waste Collection Services for these residential properties, facilities, or programs providing special benefits to Assessed Properties within the Town.

SECTION 4. DEFINITIONS. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa. As used in this Resolution, the following terms shall have the following meanings unless the context hereof otherwise requires:

"Assessed Property" means all Residential Property that receive a special benefit from the delivery by the Town of the Solid Waste Collection Services, programs or facilities described herein.

"Assessment Coordinator" means the Town Manager or such other person designated by the Town Council to administer the Town's Solid Waste Collection Services, facility, or program, or such person's designee.

"Assessment Roll" means the special assessment roll relating to the residential Solid Waste Collection Services Assessment approved herein, or an Annual Rate Resolution pursuant to the Final Resolution.

“Billing Unit” means each Dwelling Unit receiving residential Solid Waste Collection Services.

"Cost Apportionment" means the apportionment of the residential Solid Waste Collection Services Assessed Cost among all Residential Properties that receive residential Solid Waste Collection Services pursuant to the apportionment methodology described in Section 8 of this Preliminary Assessment Resolution.

“Dwelling Unit” means (1) a Building, or a portion thereof, available to be used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only, or (2) the use of mobile homes, travel trailers, or the like for residential purposes, with each mobile home, travel trailer, or the like used for residential purposes being a single Dwelling Unit.

"Estimated Solid Waste Collection Services Assessment Rate Schedule" means that rate schedule attached hereto as Appendix “A” and hereby incorporated herein by reference, specifying the Solid Waste Collection Services Assessed Costs determined in Section 9 of this Preliminary Assessment Resolution and the estimated Solid Waste Collection Services Assessments established in Section 9 of this Preliminary Assessment Resolution.

“Improvement Codes” mean the building use codes (also known as DOR codes) assigned by the Property Appraiser to Tax Parcels within the Town.

"Residential Property" means those Tax Parcels with a Code Description designated as Single-Family "Residential" within the Improvement Codes and those otherwise designated as “Residential” within the Improvement Codes that receive residential Solid Waste Collection Services by the Town through the Collection Agreement.

“Solid Waste Collection Services” shall mean the collection of solid waste as described in Section 42-9 of Town’s Code of Ordinances, and as provided pursuant to the Collection Agreement with Contractor.

“Solid Waste Collection Services Assessment” means a special assessment lawfully imposed by the Town against Assessed Property to fund all or any portion of the cost for Town’s Solid Waste Collection Services for residential properties, facilities, or programs providing a special benefit to property as a consequence of a logical relationship to the value, use, or characteristics of property. Solid Waste Collection Services funded by this Solid Waste Collection Services Assessment include those services provided pursuant to the Town’s Collection Agreement for residential Solid Waste Collection Services.

“Solid Waste Collection Services Cost” means the amount necessary in any Calendar Year to fund the provision of the Town’s Solid Waste Collection Services for residential properties, facilities, or programs that provide a special benefit to Assessable Property, through the Collection Agreement. In addition, Solid Waste Collection Services Cost shall include all costs associated with the structure, implementation, collection, and enforcement of the Solid Waste Collection Services Assessment, including costs for providing required notice, legal and management staff costs, any service charges of the Tax Collector or Property Appraiser, and amounts necessary to off-set discounts received for early payment of Solid Waste Collection Services Assessments pursuant to the Uniform Assessment Collection Act.

“Tax Collector” shall mean the Tax Collector of Palm Beach County.

“Tax Parcel” means a parcel of property located within the Town to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

“**Uniform Assessment Collection Act**” means Sections 197.3632 and 197.3635, Florida Statutes, as amended, and any successor statutes authorizing the collection of non-ad valorem special assessments on the same bill as ad valorem taxes, and any regulations pertaining thereto.

SECTION 5. PROVISION AND FUNDING OF SOLID WASTE COLLECTION SERVICES.

(A) Upon the imposition of the Solid Waste Collection Services Assessment for Solid Waste Collection Services for residential properties, facilities, or programs against Assessed Property located within the Town, the Town shall provide Solid Waste Collection Services to such Assessed Property through the Collection Agreement. The cost to provide such Solid Waste Collection Services, facilities, or programs to residential properties, as described herein, shall be funded in whole or in part from proceeds of the Solid Waste Collection Services Assessments.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the Town will be benefited by the Town's provision of Solid Waste Collection Services for properties, facilities, and programs in an amount not less than the Solid Waste Collection Services Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Assessment Resolution.

SECTION 6. IMPOSITION AND COMPUTATION OF SOLID WASTE COLLECTION SERVICES ASSESSMENTS. Solid Waste Collection Services Assessments shall be imposed against all Residential Property Dwelling Units that receive residential Solid Waste Collection Services, as provided herein. The Cost Apportionment described herein is approved and adopted as the methodology to impose and compute the Solid Waste Collection Services Assessment.

SECTION 7. LEGISLATIVE DETERMINATIONS OF AUTHORITY, SPECIAL BENEFIT AND FAIR APPORTIONMENT. The Town Council adopts the following legislative

findings relating to the Solid Waste Collection Services special assessment:

AUTHORITY

7.1 Pursuant to Article VIII, Section 2(b) of the Florida Constitution, and Sections 166.021 and 166.041, Florida Statutes, the Town Council has all powers of local self-government to perform municipal functions and render municipal services except when prohibited by law and such power may be exercised by the enactment of Town ordinances or resolutions.

7.2 The Town Council may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law, and the Town Council may legislate on any subject matter on which the Florida Legislature may act, except those subjects described in (a), (b), (c), and (d) of Section 166.021(3), Florida Statutes. The subject matter of paragraphs (a), (b), (c), and (d) of Section 166.021(3), Florida Statutes, are not relevant to the imposition of assessments related to Solid Waste Collection Services, facilities or programs.

7.3 Section 403.706(1), Florida Statutes, provides that the Town is responsible to collect and transport solid waste from within its boundaries to a solid waste disposal facility.

7.4 To fulfill its obligations, the Town entered into a Collection Agreement with a Contractor for the collection and transport of solid waste from residential properties that receive residential solid waste collection services within the Town.

SPECIAL BENEFIT

7.5 The Town provides Solid Waste Collection Services to the Assessed Properties through its Collection Agreement. All Assessed Properties receive residential Solid Waste Collection Services, and therefore are required to receive the Town's Solid Waste Collection Services through the Town's Collection Agreement.

7.6 The special benefit provided to the Assessed Properties as a result of the provision of Solid Waste Collection Services by the Town through its Collection Agreement, and as a result of the Solid Waste Collection Services Assessment include, by way of example and not limitation, the availability and use of Solid Waste Collection Services by the owners and occupants of the Assessed Properties, the enhancement of environmentally responsible use and enjoyment of developed residential properties in the Town, the protection of public health and safety, ensuring sanitary collection and disposal of solid waste from Dwelling Units on Residential Property in the Town, a potential increase in value to property, and better service to landowners and tenants.

7.7 The Town's provision of Solid Waste Collection Services through its Collection Agreement possesses a logical relationship to the use and enjoyment of the Assessed Properties by:

7.7.1 protecting and potentially increasing the value of the Dwelling Units on Residential Property by providing solid waste services;

7.7.2 enhancing the environmentally responsible use of residential land in the Town;

7.7.3 protecting the health of intended occupants in the use and enjoyment of Dwelling Units on Residential Property by ensuring the proper collection and disposal of solid waste from the Assessed Properties;

7.8 Commercial properties, and multi-family residential properties in the Town that receive commercial solid waste collection services are not specially benefited by the Town's Solid Waste Collection Services funded by the Solid Waste Collection Special Assessment in that those properties receive volume-based solid waste collection services. Commercial properties and multi-family residential properties in the Town that do not receive residential solid waste collection services are not benefited by the provision of the residential Solid Waste Collection Services

provided by the Town through its Collection Agreement. Therefore, it is fair and reasonable not to levy a special assessment for the funding of residential solid waste collection services upon those properties. The cost of services provided to properties that are not assessed shall not be paid by any funds collected pursuant to the Town's Solid Waste Collection Special Assessment.

IMPOSITION AND COLLECTION

7.9 The Solid Waste Collection Services Assessments to be imposed pursuant to this Resolution shall constitute non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act.

7.10 The Solid Waste Collection Services Assessment imposed pursuant to this Resolution is imposed by the Town of Loxahatchee Groves' Town Council, not the Palm Beach County Board of County Commissioners, Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution shall be construed as ministerial.

7.11 So long as the Solid Waste Special Assessment is levied, the Assessed Properties will not be billed directly by the Town for the Solid Waste Collection Services they receive from the Town through the Collection Agreement.

APPORTIONMENT

7.12 The size or the value of the Residential Property does not determine the scope of the required solid waste services. The potential demand for Solid Waste Collection Services is driven by the existence of a Dwelling Unit.

7.13 Apportioning the Solid Waste Assessed Costs for Solid Waste Collection Services attributable to Residential Property on a per Dwelling Unit basis (Billing Units) avoids cost inefficiency and unnecessary administration and is a fair and reasonable method.

7.14 Because commercial properties, and multi-family residential properties that receive commercial solid waste collection services, do not benefit from the provision of Solid Waste Collection Services by the Town through the Collection Agreement, the Solid Waste Collection Services Assessed Costs are not apportioned to those properties.

SECTION 8. COST APPORTIONMENT AND PARCEL APPORTIONMENT METHODOLOGIES. The Collection Agreement provides for an annual charge for the Solid Waste Collection Services provided by the Town through its Collection Agreement. The Solid Waste Collection Services Costs include other costs associated with the Solid Waste Collection Special Assessment, which are then allocated to the Assessed Properties in addition to the annual charge in the Collection Agreement to determine the Assessment Amount. The Assessment Amount is then multiplied by the number of Dwelling Units on such Tax Parcel. For the Fiscal Year commencing October 1, 2025, the annual charge per Dwelling Unit (Billing Units) in the Town is \$450.00.

SECTION 9. DETERMINATION OF SOLID WASTE COLLECTION ASSESSED COSTS; ESTABLISHMENT OF ANNUAL SOLID WASTE COLLECTION ASSESSMENT RATES.

(A) The Solid Waste Collection Service Assessed Costs to be assessed and apportioned among Assessed Properties pursuant to the Cost Apportionment for the Fiscal Year commencing October 1, 2025, is the amount determined in the manner described in Section 8 above, and within the Estimated Solid Waste Collection Services Assessment Rate Schedule, attached hereto as Appendix "A". The approval of the Estimated Solid Waste Collection Services Assessment Rate Schedule by the adoption of this Preliminary Assessment Resolution determines the amount of the Solid Waste Collection Services Assessed Costs.

(B) The estimated Solid Waste Collection Services Assessments specified in the Estimated Solid Waste Collection Services Assessment Rate Schedule are hereby established to fund the Solid Waste Collection Services Assessed Costs determined to be assessed in the Fiscal Year beginning October 1, 2025.

(C) The estimated Solid Waste Collection Services Assessments established in this Preliminary Assessment Resolution shall be the estimated assessment rates applied by the Assessment Coordinator in the preparation of the updated Assessment Roll for the Fiscal Year beginning October 1, 2025, as provided in Section 10 of this Preliminary Assessment Resolution.

SECTION 10. ANNUAL ASSESSMENT ROLL.

(A) The Assessment Coordinator is hereby directed to prepare, or cause to be prepared, an Assessment Roll for the Fiscal Year beginning October 1, 2025, in the manner provided in this Preliminary Assessment Resolution. The Assessment Coordinator shall apportion the estimated Solid Waste Collection Service Assessed Cost to be recovered through Solid Waste Collection Services Assessments in the manner set forth in this Preliminary Assessment Resolution. A copy of this Preliminary Assessment Resolution, the Ordinance, and the Assessment Roll shall be maintained on file in the office of the Town Clerk and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll proposed for the Fiscal Year beginning October 1, 2025, be in printed form if the amount of the Solid Waste Collection Services Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

(B) It is hereby ascertained, determined, and declared that the method of determining the Solid Waste Collection Services Assessments for the Town's Solid Waste Collection Services as set forth in this Preliminary Assessment Resolution is a fair and reasonable method of apportioning the Solid Waste Collection Services Assessed Cost among parcels of Assessed Property located within the

Town, as the methodology and apportionment assures that no property is assessed an amount greater than the benefit which it receives from the residential Solid Waste Collection Services provided by the Town through its Collection Agreement.

SECTION 11. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held on September 2, 2025, at 6:00pm in the Loxahatchee Groves Town Hall, 155 F Road, Town of Loxahatchee Groves, Florida, at which time the Town Council will receive and consider any comments on the Solid Waste Collection Services Assessment from the public and affected property owners and consider imposing the Solid Waste Collection Services Assessment and collecting such assessments on the same bill as ad valorem taxes.

SECTION 12. NOTICE BY PUBLICATION. The Town Manager, or his designee, shall publish notice of the public hearing authorized by Section 11 hereof, in the manner and time provided within the Ordinance. The notice shall be published no later than twenty (20) days prior to the date of the public hearing authorized in Section 11 above, in substantially the form attached hereto as Appendix “B”.

SECTION 13. NOTICE BY MAIL. The Town Manager, or his designee, shall also ensure timely notice by use of the TRIM notice forwarded annually by the Property Appraiser's Office, or by U.S. Mail as may be required by law (including Chapter 2003-348 Laws of Florida, a special act relating to the annual TRIM notice in Palm Beach County), to the Owner of each parcel of Assessed Property, at least twenty (20) days prior to the public hearing, as required by the Ordinance, and the Uniform Assessment Collection Act.

SECTION 14. PROOF OF NOTICE. The Town Manager, or his designee, may provide proof of such notice by affidavit, if any is required pursuant to the Ordinance or Resolution.

SECTION 15. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the Town from the Solid Waste Collection Services Assessments will be utilized solely for the provision of Solid Waste Collection Services, facilities, and programs by the Town to Assessed Properties, through its Collection Agreement, as described herein.

SECTION 16. CONFLICT. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 17. SEVERABILITY. 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 18. EFFECTIVE DATE. This Preliminary Assessment Resolution shall take effect immediately upon its passage and adoption.

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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 1ST DAY OF JULY, 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 Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4

APPENDIX A

**ESTIMATED SOLID WASTE COLLECTION SERVICES
ASSESSMENT RATE SCHEDULE**

SECTION A-1 DETERMINATION OF SOLID WASTE COLLECTION SERVICES ASSESSED COSTS. The estimated Solid Waste Collection Services Assessed Costs to be assessed for the Fiscal Year commencing October 1, 2025, is **\$680,625.00.**

SECTION A-2 ESTIMATED SOLID WASTE COLLECTION SERVICES ASSESSMENTS. The estimated Solid Waste Collection Services Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Solid Waste Collection Services Assessed Cost for the Fiscal Year commencing October 1, 2025, are hereby established as follows for the purpose of this Preliminary Assessment Resolution:

RESIDENTIAL DWELLING UNITS: \$450.00 PER DWELLING UNIT (BILLING UNIT)

APPENDIX B**FORM OF NOTICE TO BE PUBLISHED**

To be published no later than August 13, 2025.



**NOTICE OF HEARING TO IMPOSE AND
PROVIDE FOR COLLECTION OF SOLID WASTE COLLECTION SERVICES
SPECIAL ASSESSMENTS**

Notice is hereby given that the Town Council of the Town of Loxahatchee Groves will conduct a public hearing to consider imposing Solid Waste Collection Services Special Assessments upon residential dwelling units that receive residential solid waste collection services, for the Solid Waste Collection Services provided by the Town to such properties within the Town of Loxahatchee Groves.

The hearing will be held at 6:30pm on September 2, 2025, at Loxahatchee Groves Town Hall, 155 F Road, Loxahatchee Groves, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and

to file written objections with the Town Council within 20 days of this notice. If a person decides to appeal any decision made by the Town Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Town Clerk's Office at (561) 807-6672, at least seven days prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of dwelling units attributed to that parcel. The proposed Solid Waste Collection Services Assessment is as follows:

\$450.00 PER DWELLING UNIT

Copies of the Assessment Ordinance, the Preliminary Assessment Resolution and the preliminary Assessment Roll are available for inspection at the Town Clerk's Office, 155 F Road, Loxahatchee Groves, Florida 33470.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2025, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property, which may result in a loss of title.

If you have any questions, please contact the Town Clerk at (561) 807-6672, Monday through Friday between 8:30 am to 4:30 pm.

TOWN CLERK TOWN OF LOXAHATCHEE GROVES.

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA ITEM MEMORANDUM – OFFICE OF THE TOWN MANAGER

TO: BOARD OF SUPERVISORS, LOXAHATCHEE WATER CONTROL DISTRICT

FROM: FRANCINE L. RAMAGLIA, CPA, AICP, ICMA-CM, DISTRICT MANAGER

DATE: TUESDAY, JULY 1, 2025

SUBJECT: CONSIDERATION OF APPROVAL ON *RESOLUTION NO. 2025-DD07* ESTABLISHING THE DISTRICT'S PRELIMINARY ROAD AND DRAINAGE NON-AD VALOREM ASSESSMENT RATE FOR THE FISCAL YEAR 2026, BEGINNING OCTOBER 1, 2025.

Background:

Truth-in-Millage (TRIM) rates will be due to the Palm Beach County Property Appraiser's office to facilitate the preparation of TRIM notices, which their office will send out. The accompanying ***Resolution No. 2025-DD07*** specifies the preliminary assessment rate of \$300 per unit for the Water Control District, which is an increase of \$100 per unit over the rate for the current year, FY 2025.

The Board may adopt final rates at or below the preliminary TRIM rates.

As the Board and Finance Advisory and Audit Committee have discussed for the past several years, the district's operating expenses have exceeded its operating revenues. The funds have been balanced by the use of reserves. Sufficient reserves no longer exist in either the Road and Drainage Fund or the General Fund to supplement the operating revenue to cover the operating expenses. Last year, a transfer of over \$600,000 was made from the general fund to the road and drainage fund to cover operational expenses. Staff had recommended an increase in the District Assessment of \$80 per unit, again, which would have produced \$600,000 in additional revenue. This funding cap remains an issue, and therefore, the staff recommends an increase in the assessment rate. This suggested increase is \$100 per unit, which would result in an approximate rise of \$750,000. The additional revenue is needed to maintain current levels of service and rebuild the reserves, as they

are currently at the minimum recommended level of 25 percent. For TRIM purposes, the staff is also recommending an increase in the ad-valorem mileage rate in case the council would prefer to offset road and drainage expenses with general fund transfers. The adoption of any increase in ad-valorem rate would require a unanimous vote of the Town Council, whereas an increase in the assessment rate requires a simple majority vote by the board.

The staff will continue to review expenditures within the budget for potential savings; however, the issue is a lack of revenue if current levels of service are to be maintained.

The District's final rate will be adopted following the public hearing in September, currently scheduled for September 2nd.

Recommendation:

Staff recommends that the Board of Supervisors approve ***Resolution No. 2025-DD07*** establishing the District's preliminary Road and Drainage no-ad valorem assessment rate of \$300 per unit for Truth-in-Millage ("Trim") purposes for the fiscal year 2026 beginning on October 1, 2025.

**LOXAHATCHEE GROVES WATER CONTROL DISTRICT
RESOLUTION NO. 2025-DD07**

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, 2025; 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.

WHEREAS, the Loxahatchee Groves Water Control District (“District”), a former Independent Special District, has become a Dependent District of the Town of Loxahatchee Groves; and

WHEREAS, the District has been authorized by the Florida Statutes to construct, improve, manage and maintain water control and drainage facilities, and by the Florida Legislature to construct, improve, maintain and repair roadways, within the geographical boundaries of the District; and

WHEREAS, the District is authorized to impose non-ad valorem special assessments pursuant to Chapter 298 and section 189.05, Florida Statutes, and the Special Act; and

WHEREAS, it is fair and reasonable to impose a non-ad valorem special assessment upon specially benefited property to fund the costs of the District Services; and

WHEREAS, the Board of Supervisors determines that such operations, repairs and maintenance of the District works are uniformly required within all Units of the District and properties receiving District Services, as each is connected and receive equal benefit through the operations and maintenance of the District’s Services; and

WHEREAS, the Board of Supervisors for the District finds that there are 7,801.48 Assessable Units (acres) that receive the benefits of District and being assessed for such services through this Resolution; and

WHEREAS, the Board of Supervisors finds it in the best interest of the landowners and the District to levy and collect the special assessment to fund District Services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, 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. AUTHORITY. This Resolution is adopted pursuant to the provisions of Chapter 46 of the Town of Loxahatchee Groves Code of Ordinances, Chapter 2018-175, Laws of Florida, (the "Special Act"), Chapters 99-425 and 2004-410, Laws of Florida, which by virtue of the approval of the dependency referendum on June 25, 2018, became ordinances of the Town, Chapters 189 and 298, Florida Statutes, and other applicable provisions of law.

SECTION 3. PURPOSE AND DEFINITIONS.

- (a) Purpose. This Resolution constitutes the Preliminary Rate Resolution which initiates the annual process for imposing the annual special assessments, as authorized Chapters 189 and 298, Florida Statutes, creates the Assessment Roll and directs the imposition of Loxahatchee Groves Water Control District Special Assessments for the Fiscal Year beginning October 1, 2025.
- (b) Definitions. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Special Act and Chapters 189 and 197, Florida Statutes. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa.
1. *Assessed Costs* shall include all costs of providing District Services to and for Assessed Properties that receive benefits from District Services, including water control and drainage services, and as well as road construction, improvement, repair and maintenance services associated with the District's responsibilities of providing water control and drainage services to Assessed Properties within the Town. These costs shall include, but not be limited to, the following components: (A) the cost of physical construction, reconstruction, or completion of any required facility or improvement; (B) the costs incurred in any required acquisition or purchase; (C) the cost of all labor, materials, machinery, and equipment; (D) the cost of fuel, parts, supplies, maintenance, repairs, and utilities; (E) the

cost of computer services, data processing, and communications; (F) the cost of all lands and interest therein, leases, property rights, easements, and franchises of any nature whatsoever, (G) the cost of any indemnity or surety bonds and premiums for insurance; (H) the cost of salaries, volunteer pay, workers' compensation insurance, or other employment benefits; (I) the cost of uniforms, training, travel, and per diem; (J) the cost of construction plans and specifications, surveys and estimates of costs; (K) the cost of engineering, financial legal, and other professional services; (L) the costs of compliance with any contracts or agreements entered into by the District, or the Town as authorized by the Interlocal Agreement between the Town and District, to provide District Services; (M) all costs associated with the structure, implementation, collection, and enforcement of the special assessment, including any service charges of the Tax Collector, or Property Appraiser and amounts necessary to off-set discounts received for early payment of special assessment pursuant to the Uniform Assessment Collection Act and Florida law; (N) all other costs and expenses necessary or incidental to the provision of District Service or construction of District facilities, or programs, and such other expenses as may be necessary or incidental to any related financing authorized by the District Board of Supervisors by subsequent resolution; (O) a reasonable amount for contingency and anticipated delinquencies and uncollectible special assessments; and (P) reimbursement to the Town or any other Person for any moneys advanced for any costs incurred by the Town or such Person in connection with any of the foregoing components of Assessed Cost or the provision of District Services.

2. *Assessed Properties* shall mean all properties that are provided a special benefit by the District's provision of District Services.
3. *District Services* are all services (including those items described above in the definition of Assessed Costs) provided by the District relating to water control and drainage services, and road construction, improvement, repair and maintenance services associated with the District's responsibilities.

SECTION 4. PROVISION AND FUNDING OF THE DISTRICT'S WATER MANAGEMENT SYSTEM.

- (a) Upon the imposition of District Special Assessment, the District shall provide District Services to such Assessed Property.

- (b) It is hereby ascertained, determined and declared that each Assessed Property will be benefited by the District's provision of District Services in an amount not less than the special assessment imposed upon such Assessed Properties, computed in the manner set forth herein.

SECTION 5. IMPOSITION AND COMPUTATION OF WATER MANAGEMENT

SYSTEM ASSESSMENTS. The special assessment for District Services shall be imposed upon all Assessable Units that receive District Services.

SECTION 6. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT, FAIR APPORTIONMENT, AND PARCEL APPORTIONMENT METHODOLOGIES.

- (a) Special Benefit: The District is authorized to levy and collect the special assessment pursuant to the Special Act, Town Ordinances and Chapters 189 and 298, Florida Statutes. Assessed Properties are benefitted by the provision of District Services:

1. Water control and drainage services enable the use of lands, including the development thereof;
2. The unique nature of the roads and water control and drainage facilities, including the canal networks, has resulted in an interconnection of the two types of facilities, such that the proper repair and maintenance of one directly affects the use and functionality of the other. Roadway drainage facilities, including culverts, must be so constructed, improved, repaired and maintained so as not to damage or threaten the integrity of the water control system, including the canals. The canals and related drainage facilities must be so constructed, improved, repaired and maintained so as not to damage or threaten the integrity of the roadways, including avoidance of washouts and roadway collapses, which affects the usability and safety of roadways and impairs access to Assessed Properties.
3. The importance of roadway construction, improvement maintenance and repair to the ability of the District to provide water control and drainage services was recognized by the Florida Legislature in 1999, as evidenced by Chapter 99-425, Florida Statutes, which expressly provided the power to the previously independent water control district "to maintain roadways and roads necessary and convenient for the exercise of the powers and duties" of the district, and "to maintain roadways and roads necessary and convenient to provide access to and efficient development of areas made suitable and available for cultivation, settlement, and other beneficial use and development as a result of the

reclamation operations of the district.” The Florida Legislature, further recognizing the importance of roads and roadways to the ability of the District to provide water control and maintenance services, authorized the formerly independent special district to “construct, maintain, improve and repair roadways and roads necessary and convenient for the exercise of any of the powers or duties of the district or board of supervisors thereof.”

4. The special benefits provided by the District Services to Assessed Property include, but are not limited to: (A) the ability to use and develop property; (B) enhancing safety and access to Assessed Property; (C) improved appearance; (D) rendering Assessed Property more adaptable to a current or reasonably foreseeable use; (E) alleviation of the burdens caused by drainage and accumulation attendant with the use of Assessed Property; and (F) ensuring that the interaction between the drainage and roadway facilities is facilitated so that both functions work in a coordinated fashion to ensure proper water control and drainage, and safety of travel and use of roads and roadways within the Town.

These findings provide the requisite special benefit and logical relationship between the District Services and real property so as to permit the District Services to be funded by non-ad valorem special assessment.

- (b) Fair and Reasonable Apportionment: It is fair and reasonable to equally apportion the Assessed Costs of the Water Management System upon the assessed units, on a per acre basis, as the size of the Assessed Property corresponds with its impact with water control and drainage facilities, as well as the potential for use of roadways reliant on proper drainage, and the amount of the assessment on each of the assessed units does not exceed the benefits received by each assessed unit from the District’s Services.
- (c) Units: Assessable Units shall be calculated on a per acre basis. Each tract or parcel of land that is less than one acre shall be assessed as one full acre (one unit). Each tract or parcel of land of more than one (1) acre, which contains a fraction of an acre, shall be assessed at the actual number of acres rounded to a fraction of four digits.

SECTION 7. DETERMINATION OF WATER MANAGEMENT SYSTEM ASSESSED COSTS; ESTABLISHMENT OF ANNUAL WATER MANAGEMENT SYSTEM ASSESSMENT RATES.

- (a) The District Services Assessed Costs to be assessed and apportioned among Assessed Properties for the Fiscal Year commencing October 1, 2025, is preliminarily ~\$2.4 million. The Assessable Unit Apportionment for the Fiscal Year commencing October 1, 2025, is \$300 per Unit. The adoption of this Preliminary Rate Resolution determines the amount of the District Services Assessed Costs. The remainder of such Fiscal Year budget for District Services shall be funded from available District revenue other than assessment proceeds.
- (b) The estimated special assessment specified herein are hereby established to fund the costs of the District Services to be assessed in the Fiscal Year commencing October 1, 2025.
- (c) The estimated special assessment established in this Preliminary Rate Resolution shall be the estimated assessment rates applied by the Palm Beach County Property Appraiser in the preparation of the Assessment Roll for the Fiscal Year commencing October 1, 2025 as provided in this Preliminary Rate Resolution.

SECTION 8. ANNUAL ASSESSMENT ROLL.

- (a) The Palm Beach County Property Appraiser is hereby directed to prepare, or cause to be prepared, an Assessment Roll for the Fiscal Year commencing October 1, 2025, in the manner provided herein and Section 197.3632, Florida Statutes. The Assessment Roll shall include all units being assessed herein. The Palm Beach County Property Appraiser shall apportion the estimated Assessed Costs in the manner set forth in this Preliminary Rate Resolution. A copy of this Preliminary Rate Resolution, the Special Act, Town Ordinances, and the updated Assessment Roll shall be maintained on file in the office of the Secretary of the District and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll proposed for the Fiscal Year beginning October 1, 2025, be in printed form if the amount of the special assessment for each parcel of property can be determined by the use of a computer terminal available to the public.
- (b) It is hereby ascertained, determined, and declared that the method of determining the special assessments for District Services as set forth herein is a fair and reasonable method of apportioning the Assessed Cost among units of Assessed Property.

SECTION 9. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held on September 2, 2025, at 6:00 pm in the Loxahatchee Groves Town Hall, 155 F Road, Town of Loxahatchee Groves, Florida, at which time the Board of Supervisors of the

District will receive and consider any comments on the special assessment from the public and affected property owners and consider imposing District Services Assessments for the Fiscal Year beginning October 1, 2025, and collecting the assessments on the same bill as non-ad valorem taxes.

SECTION 10. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the District from the special assessment will be utilized for the District Services. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund District Services.

SECTION 11. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 12. SEVERABILITY. 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 13. EFFECTIVE DATE. This Preliminary Rate Resolution shall take effect immediately upon its passage and adoption.

Supervisor _____ offered the foregoing resolution. Supervisor _____ seconded the motion, and upon being put to a vote, the vote was as follows:

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE
GROVES, FLORIDA, THIS 1ST DAY OF JULY 2025.**

**LOXAHATCHEE WATER CONTROL
DISTRICT**

ATTEST:

Clerk of the Loxahatchee Water District
Valerie Oakes, Town Clerk

APPROVED AS TO LEGAL FORM:

Attorney for the Loxahatchee Water
Control District

Voted: _____
Chairperson/President Anita Kane, Seat 3

Voted: _____
Treasurer Margaret Herzog, Seat 5

Voted: _____
Supervisor Todd McLendon, Seat 1

Voted: _____
Supervisor Lisa El-Ramey, Seat 2

Voted: _____
Supervisor Paul Coleman II, Seat 4



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: July 1, 2025

SUBJECT: Discussion of Amendments to Capital Improvement Plan and adoption of Ordinance No. 2025-XX repealing Ordinance No. 2024-11 and adopting the annual update to the Capital Improvements Element of the Comprehensive Plan.

Background:

Pursuant to Section 163.3177(3)(b) of Florida Statutes, local governments are required to undertake an annual review of the Capital Improvements Element to update the Five-Year Capital Improvements Plan (CIP) for Level of Service (LOS) projects. The update to the schedule is not considered an amendment to the Comprehensive Plan. Staff is suggesting modifications to plan previously adopted through the passage Ordinance 2024-11 in September of 2024. The modifications are suggested because of savings from completed and bid projects, re-prioritization of staff driven projects and insufficient monies budgeted for engineering associated with drainage projects and renewed interest in securing grant monies for the Okeechobee corridor.

Capital Projects Fund (305)

Carryforward the FY24 Plan – Council had given direction to complete the FY24 capital plan. As shown on the attached worksheet the total amount carried forward from 2024 was \$2,193,094. Those projects included the road paving plan, replacement of culvert, completion of the resiliency grant work, and canal stabilization monies. The roadway project has been completed. Of the three major culvert bridges, one has been completed, one has been bid resulting in substantial expected savings, and the staff is recommending deferment of the third project. The canal stabilization monies will be utilized in furtherance of the A Road and Collecting canal Road from A to B paving project.

The FY25 Plan – Town Council had approved an FY25 Capital Plan in the amount of \$2,229,302, without taking into consideration any carryforward monies. The breakdown of those projects is included in the worksheet. The primary focus of the capital plan once again was road work and drainage.



155 F Road Loxahatchee Groves, FL 33470

Proposed revisions to the Capital Improvement Plan for FY2025 –

Staff is proposing four major additions to the plan to be funded by deletion of one specific culvert project, reduction in funding for non-specific culvert projects and projected savings from the completed FY24 Road projects and bid culvert projects. The changes are broken down below:

Projects with additional funding suggested

1. \$133,350 for drainage and road design Tangerine
2. \$207,512 for completion of swale on 161st by private contractor
3. \$100,000 for TPA grant funding
4. \$160,000 for Hyde Park improvements triggered by Milton

\$600,862 Total monies to be reallocated

Sources of funds to be reallocated

1. \$120,000 from Miscellaneous culvert failures/emergency repairs
2. \$233,245 savings from specific culvert bridges bid versus budgeted
3. \$ 88,331 savings from FY24 road contract versus budgeted
4. \$ 20,000 reduction in cost sharing program
5. \$145,239 proposed deletion of culvert bridge 24th and F Road

\$607,315 Total monies available for reallocation

Net potential savings \$6,453

Project Details

1. Road and drainage design for Tangerine area – The existing capital plan had allocated \$50,000. Funding for this increase comes mainly from the reduction in miscellaneous culvert repairs as the Town had allocated \$240,000 for that potential and we have not yet expended monies from that line item, which coupled with the reduction in anticipated costs for such projects based on the culvert bid award gives us confidence to recommend the reallocation of 50% of the original budgeted amount.

The Loxahatchee Homes Infrastructure and Drainage System Improvements Project includes water, wastewater, drainage and roadway improvements within approximately 6,550 linear feet of Town roadways as outlined below:

- Citrus Drive from East Orange Avenue to E Road (1,740 linear feet)



155 F Road Loxahatchee Groves, FL 33470

- Loxahatchee Avenue from Southern Boulevard to Citrus Drive (800 linear feet)
- Orange Avenue from Valencia Drive to Tangerine Drive (420 linear feet)
- East Orange Avenue from Tangerine Drive to Citrus Drive (310 linear feet)
- Tangerine Drive from D Road to E Road (2,620 linear feet)
- Valencia Drive from D Road to Orange Avenue (660 linear feet)

As a background, the area has experienced drainage and standing water concerns for decades as it is one of the lowest lying areas within the Town. There are no drainage facilities within the other road rights of way within the project limits. The Town's goal is to mitigate the prolonged standing water / drainage issues by installing a stormwater management system consisting of swales, culverts and inlets within the road rights of way and to direct stormwater runoff to the Town's canal system. In addition to drainage system improvements, residents of Loxahatchee Homes have requested public water and wastewater facilities to be installed for the conversion of their wells and septic systems.

2. The Council approved the completion of the swale work on 161st through a contract with Eakins in order to move the crews to canal stabilization project on A Road. The cost of that contract with the pipe provided by the Town is estimated to be \$207,512. Funds are available for this expenditure because of the savings achieved on the culvert bid projects versus what had been budgeted for those projects.

3. The TPA grant funding project for potential improvements to the Okeechobee Corridor required the investment of funds into preliminary designs and continued assistance of local lobbyist to pursue the grant. Those costs for this fiscal year are estimated to be \$100,000. The suggested source of this reallocation of funds is savings from the FY24 paving project and a \$20,000 reduction in the proposed cost sharing project which has yet to be implemented. This would leave \$130,000 available for the cost sharing program.

4. Hyde Park materials and equipment. The Town expended approximately \$160,000 in contracted services (including tree removal) and equipment rental to have this project completed by its in house work force. Those expenditures including the labor associated with the completion of the work are subject to FEMA reimbursement at potential rates up to 75% of actual costs. While the FEMA monies will eventually be forthcoming the Road and Drainage fund has borne the costs associated with the project and it is more appropriately budgeted as a capital project. The source of the funding reallocation would primarily be the current deletion of the replacement of the culvert bridge at 24th and F as staff has re-evaluated the condition of the culvert and does not believe it is in need of immediate replacement.



155 F Road Loxahatchee Groves, FL 33470

Recommendation:

Seeking Council approval to Budget Amendments to reallocate and update the Capital Improvements Element of the Comprehensive Plan.

305 - Capital Improvement Project (C.I.P) Fund

Revenues

		2025 Budget w/ Carry Forward	2025 Budget w/o Carry Forward	Carry Forward	Actual Expenditure to Date in FY 25	Current Balance	Bid Amounts	Projected Savings	2025 Budget Revision
305-01-33-337-33700	Local Gov't Unit Grant - Physical Environment	\$750,000	\$750,000	\$0					\$750,000
305-01-38-381-38100	Transfer from Fund Balance	\$1,241,300	\$420,000	\$821,300					\$1,241,300
	FY 24 budgeted revenues to be received in FY24	\$1,371,794	\$0	\$1,371,794					\$1,371,794
305-01-38-381-38110	Contribution from General Fund	\$429,000	\$429,000	\$0					\$429,000
305-01-38-381-38111	Contributions from Transportation Fund	\$132,000	\$132,000	\$0					\$132,000
305-01-38-381-38112	Contributions From Surtax Fund	\$383,300	\$383,300	\$0					\$383,300
305-01-38-381-38113	Contributions from Road and Drainage	\$115,000	\$115,000	\$0					\$115,000
Total Revenues		\$4,422,394	\$2,229,300	\$2,193,094	\$0	\$ -			\$4,422,394

Expenditures

	Road Paving Plan (overlay program)								
305-60-54-541-56334	A South Repaving	\$363,688	\$363,688		\$765	\$ 362,923.00			\$363,688
305-60-54-541-56335	Collecting Canal (a to b) Repaving	\$145,475	\$145,475		\$0	\$ 145,475.00			\$145,475
305-60-54-541-56336	E North Gap Repaving	\$72,738	\$72,738		\$0	\$ 72,738.00			\$72,738
305-60-54-541-56337	Folsom Gap Repaving	\$72,738	\$72,738		\$0	\$ 72,738.00			\$72,738
305-60-54-541-56338	West 25 Street Gap Repaving	\$43,643	\$43,643		\$0	\$ 43,643.00			\$43,643
305-60-54-541-56339	G West Repaving	\$29,020	\$29,020		\$0	\$ 29,020.00			\$29,020
	Road Rock Plan (rebuilding of road beds)								
305-60-54-541-56341	Collecting Canal Repaving	\$12,000	\$12,000		\$0	\$ 12,000.00			\$12,000
305-60-54-541-56342	A South Repaving	\$75,000	\$75,000		\$0	\$ 75,000.00			\$75,000
	Stormwater/Roadway Drainage improvements								
305-60-54-541-56330	Pump House	\$10,000	\$10,000		\$0	\$ 10,000.00			\$10,000
305-60-54-541-56331	Gate Repairs at A (Drainage)	\$10,000	\$10,000		\$0	\$ 10,000.00			\$10,000
305-60-54-541-56343	Gate Repair at Folsom	\$15,000	\$15,000		\$0	\$ 15,000.00			\$15,000
	Swales and Culverts								
305-60-53-538-56334	Swales, Catch Basin, and Other Control Structures	\$350,000	\$350,000		\$24,891	\$ 325,108.69			\$350,000
305-60-53-538-56339	South E and Citrus Drainage w/o Tree Removal	\$25,000	\$25,000		\$0	\$ 25,000.00		\$ (133,350.00)	\$183,500
305-60-53-538-56340	Tangerine and Citrus Drainage w/o Tree Removal	\$25,000	\$25,000		\$0	\$ 25,000.00			
305-60-54-541-56157	Misc. Culvert failures/emergency repairs	\$240,000	\$240,000		\$0	\$ 240,000.00		\$ 120,000.00	\$120,000
	Specific Culverts								
305-60-54-541-56159	Folsom & 25th St Culvert	\$84,500	\$80,000	\$4,500	\$3,818	\$ 80,682.50	\$ 149,562.40	\$ (68,879.90)	\$149,562
305-60-54-541-56160	Bunny Ln & D Road Culvert	\$144,500	\$140,000	\$4,500	\$4,104	\$ 140,396.00	\$ 74,781.20	\$ 65,614.80	\$74,781
305-60-54-541-56161	Kerry Lane and F Road Culvert	\$144,500	\$140,000	\$4,500	\$2,894	\$ 141,606.50	\$ 92,038.40	\$ 49,568.10	\$92,038
	Repair and Maintenance of Canals								
305-60-53-538-56337	Restoration of Canal Banks	\$387,531	\$200,000	\$187,531	\$6,048	\$ 381,483.00			\$387,531
	Trails System								
305-60-54-541-56501	North Road Trail	\$20,000	\$20,000		\$0	\$ 20,000.00			\$20,000
305-60-54-541-56200	PW Building	\$10,000	\$10,000		\$0	\$ 10,000.00			\$10,000
305-60-54-541-56345	Community Cost Sharing Program	\$150,000	\$150,000		\$0	\$ 150,000.00		\$ 20,000.00	\$130,000
	Hyde Park FEMA							\$ (160,000.00)	\$160,000
	TPA							\$ (100,000.00)	\$100,000
Subtotal		\$2,430,333	\$2,229,302	\$201,031	\$42,519	\$2,387,814	\$316,382	(\$207,047)	\$2,626,715

FY 24 CARRYFORWARD

305-60-54-541-56315	South E and Citrus			\$0	\$0	\$ -			
305-60-54-541-56318	E S to Southern			\$0	\$0	\$ -			

305-60-54-541-56322	Tangerine			\$0	\$0	\$	-				
	Road Plan										
305-60-54-541-56106	161st Terrace North	\$452,515		\$452,515	\$451,152.40	\$	1,362.60		\$	(207,512.00)	\$658,664
305-60-54-541-56107	Gruber	\$120,133		\$120,133	\$129,486.88	\$	(9,353.88)				\$129,487
305-60-54-541-56327	Gruber (rock)	\$7,825		\$7,825	\$2,331	\$	5,494.00				\$2,331
305-60-54-541-56108	E Citrus	\$131,437		\$131,437	\$123,714.03	\$	7,722.97				\$123,714
305-60-54-541-56323	E Citrus (rock)	\$7,312		\$7,312	\$14,742.00	\$	(7,430.00)				\$14,742
305-60-54-541-56109	147th	\$18,347		\$18,347	\$24,817.78	\$	(6,470.78)				\$24,818
305-60-54-541-56324	147th (rock)	\$7,648		\$7,648	\$0	\$	7,648.00				\$0
305-60-54-541-56111	Casey Road Paving	\$187,878		\$187,878	\$160,384.66	\$	27,493.34				\$160,385
305-60-54-541-56105	24th Fourth (E & W of F Road)	\$171,581		\$171,581	\$159,125.78	\$	12,455.22				\$159,126
305-60-54-541-56321	24th Fourth (E & W of F Road)	\$18,362		\$18,362	\$0	\$	18,362.00				\$0
305-60-54-541-56325	161st Terrace North	\$31,548		\$31,548	\$0	\$	31,548.00				\$0
									\$	88,831.47	
	Specific Culverts										
305-60-53-538-56351	F Rd. & Collecting Canal	\$447,570		\$447,570	\$1,769.50	\$	445,800.50	\$258,858.00		\$186,942.50	\$258,858
305-60-53-538-56352	24th and F Rd.	\$145,239		\$145,239	\$0.00	\$	145,239.00		\$	145,239.00	
305-60-53-538-56353	12th Place North	\$213,473		\$213,473	\$225,260.00	\$	(11,787.00)				\$213,473
305-60-54-541-56541	Resiliency Grant Expenditures	\$31,195		\$31,195	\$72,855.22	\$	(41,660.22)				\$72,855
	Subtotal	\$1,992,063	\$0	\$1,992,063	\$1,365,639		\$626,424	\$258,858		\$213,501	\$1,818,453

ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, REPEALING ORDINANCE NO. 2024-11; 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.

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant Section 163.3177(3)(b), Florida Statutes, is required to review the Capital Improvements Element of the Town’s Comprehensive Plan and update the 5-year capital improvement schedule annually; and

WHEREAS, pursuant Section 163.3177(3)(b), Florida Statutes, modifications to update the 5-year capital improvement schedule may be adopted by ordinance and need not be an amendment to the Comprehensive Plan; and

WHEREAS, on September 18, 2024, the Town Council adopted Ordinance No. 2024-11, adopting the 2025-2029 Capital Improvement Schedule as the 2025 Annual Update to the Capital Improvements Element of the Comprehensive Plan; and

WHEREAS, the Town Council desires to repeal the prior adoption and adopt an amended version of the 2025 Annual Update to the Capital Improvements Element; and

WHEREAS, the Town Council has reviewed the Capital Improvements Element of the Town’s Comprehensive Plan, as revised, and has projected the 5-year capital improvement schedule for the years 2025-2029 to be financially feasible.

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 repeals Ordinance No. 2024-11.

Section 3. The Town of Loxahatchee Groves hereby adopts the 2025-2029 Capital Improvement Schedule as the 2024 Annual Update to the Capital Improvements Element of the Comprehensive Plan, as set forth in Exhibit “A” attached hereto and incorporated herein by this reference.

Section 4. Conflict. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

Section 5. Severability. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 6. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 1st DAY OF JULY, 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 Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4

ORDINANCE NO. 2024-11

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.

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida ("Town"), pursuant Section 163.3177(3)(b), Florida Statutes, is required to review the Capital Improvements Element of the Town's Comprehensive Plan and update the 5-year capital improvement schedule annually; and

WHEREAS, pursuant Section 163.3177(3)(b), Florida Statutes, modifications to update the 5-year capital improvement schedule may be adopted by ordinance and need not be an amendment to the Comprehensive Plan; and

WHEREAS, the Town Council has reviewed the Capital Improvements Element of the Town's Comprehensive Plan and has projected the 5-year capital improvement schedule for the years 2024-2028 to be financially feasible.

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 adopts the 2025-2029 Capital Improvement Schedule as the 2025 Annual Update to the Capital Improvements Element of the Comprehensive Plan, as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

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.

Ordinance No. 2024-11

Section 5. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

Councilmember Maniglia offered the foregoing ordinance. Councilmember Herzog seconded the motion, and upon being put to a vote, the vote was as follows:

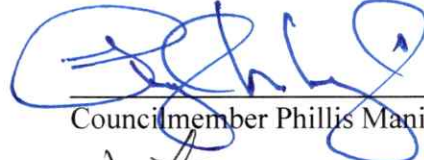
PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 3rd DAY OF SEPTEMBER, 2024.



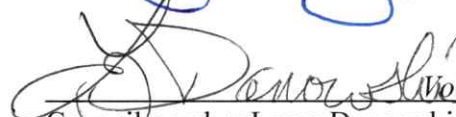
Mayor Anita Kane, Seat 3



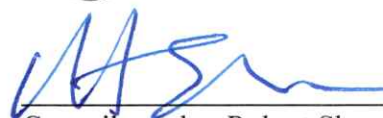
Vice Mayor Margaret Herzog, Seat 5



Councilmember Phillis Maniglia, Seat 1



Councilmember Laura Danowski, Seat 2



Councilmember Robert Shorr, Seat 4

Ordinance No. 2024-11


Councilmember Maniglia offered the foregoing ordinance. Councilmember Herzog 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 1st DAY OF OCTOBER, 2024.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:


Town Clerk

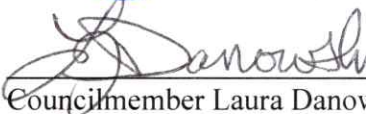

Mayor Anita Kane, Seat 3 *Voted: Aye*


Vice Mayor Margaret Herzog, Seat 5 *Voted: Aye*

APPROVED AS TO LEGAL FORM:


Office of the Town Attorney


Councilmember Phillis Maniglia, Seat 1 *Voted: Aye*


Councilmember Laura Danowski, Seat 2 *Voted: Aye*


Councilmember Robert Shorr, Seat 4 *Voted: Aye*

TOWN OF LOXAHATCHEE GROVES
Ordinance No. 2024-11
Exhibit A

			Estimated Timeframe	2025 Proposed	2026	2027	2028	2029	2030	2031	2032	2033	2034
Road Paving Plan (overlay program)													
A South	1.25 miles	2025		\$ 363,688	\$ -								
N North	1.5 miles	2026&2027			\$ 400,000	\$ 403,852							
Collect Canal (A to B)	.5 miles	2025		\$ 145,475	\$ -								
Loxahatchee Ave	0.15 miles	2028		\$ -			\$ 43,643						
Citrus	0.25 miles	2028		\$ -			\$ 72,738						
Tangerine	0.5 miles	2028					\$ 145,475						
Valencia / Orange	0.1 miles	2028					\$ 29,095						
G Road (E)	0.5 miles	2034											\$ 145,475
25th St East of Folsom	0.25 miles	2034											\$ 72,738
S North	1.5 miles	2029&2030		\$ -				\$ 379,500	\$ 379,500				
6th Ct E Rd to Vincereiros)	0.75 miles	2028		\$ -			\$ 218,213						
Compton	0.75 miles	TBD		\$ -									
Bryan	0.75 miles	TBD		\$ -									
Marcella	0.75 miles	TBD		\$ -									
E North (gap)	0.25 miles	2025		\$ 72,738									
Folsom (gap)	0.25 miles	2025		\$ 72,738									
West 25 Street (gap)	0.15 miles	2025		\$ 43,643									
G West (gap)	.1 miles	2025		\$ 29,020									
West C Neighborhood (West C, 17th Rd N, Timber lane, Scott Place, Williams, Dr., Robert Way, Forest Lane)	1.2 miles	2032									\$ 349,140		
Snail Trail													
The 40's & Global Trail (44th, 42 St. N, 43rd Rd N 42nd Rd N, 41st Ct. Ian Trail)	1.2 miles	2033										\$ 349,140	
West D Neighborhood(West D, Temple, 6th Ct N Tangerine)	.9 miles	2031								\$ 261,855			
March Circle	.15 miles	2034											\$ 43,643
Great Dane	.1 miles	2034											\$ 29,095
Kazee	.5 miles	2034											\$ 145,475
Kerry Lane Neighborhood (Kerry Lane, Edith, Fox Tra Farley)	.8 miles	2031								\$ 232,760			
11th Terrace	0.2	2032									\$ 58,190		
Bunny Lane	0.25	2033										\$ 72,738	
				\$ 727,300	\$ 400,000	\$ 403,852	\$ 509,163	\$ 379,500	\$ 379,500	\$ 494,615	\$ 407,330	\$ 421,878	\$ 436,426

Road Rock Plan (rebuilding of road beds)

Collect Canal	3.25 miles	2025	\$ 12,000	\$ -	\$ -	\$ -		
6th Ct (E Rd to Vincermos)	0.75 miles	2026		\$ 52,500	\$ -	\$ -		
A South	1.25 miles	2025	\$ 75,000	\$ -	\$ -			
N North	2 miles	2027			\$ 75,000	\$ -		
Folsom	0.3 miles	2025		\$ -	\$ -	\$ -		
G Road (E)	0.5 miles	2025					\$ 35,000	
25th St East of Folsom	0.25 miles	2025					\$ 17,500	
S North	1.5 miles	2027	\$ -		\$ 105,000	\$ -		
Lox Ave Tangerine to Citrus	0.1 miles	2026		\$ 6,000				
22nd N/F/P	0.6 miles	2026	\$ -	\$ -	\$ -	\$ -		
			\$ 87,000	\$ 58,500	\$ 180,000	\$ -	\$ 52,500	

TPA Okeechobee Traffic Calming

2025-2030 \$ 100,000 \$ 5,000,000

Stormwater/Roadway Drainage Improvements

SWM System Improvements-Resilient Florida

Surface water management infrastructure project to improve flood control, adherence to NPDES requirements and water quality, conveyance and drainage

TBD \$ - \$ - \$ - \$ -

Specific Maintenance Projects

Pump House (including instrumentation and controls)	2025-2029	\$ 35,000	\$ 120,000	\$ 120,000	\$ 635,000	\$ 635,000
Gate Repairs at 'A' , Gate Repairs at 'D'			\$ -	\$ -	\$ -	
Gate Repairs at 'Folsom'			\$ -	\$ -	\$ -	
SCADA & Telemetry		\$ -	\$ 300,000	\$ -	\$ -	
		\$ 35,000	\$ 420,000	\$ 120,000	\$ 635,000	\$ 635,000

Swales & Culverts

Swales, Catch Basins and Other Control Structures	2025-2029	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
South E and Citrus Drainage System (Without tree removal)	2025-2026	\$ 25,000	\$ 200,000	\$ -	\$ -	
Tangerine and Citrus Drainage System (Without tree removal)	2025-2026	\$ 25,000	\$ 300,000			
Miscellaneous culvert failures/emergency repairs (5-7 culverts)	2025-2029	\$ 240,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
		\$ 640,000	\$ 1,050,000	\$ 550,000	\$ 550,000	\$ 550,000

Specific Culvert Locations

			\$ -	\$ -		
Folsum & 25th St Culvert	2025	\$ 80,000				
Bunny Ln & D Rd Culvert	2025	\$ 140,000				
-	2025	\$ -				
Kerry Ln & F Rd Culvert	2025	\$ 140,000				

Survey Design + Permitting

\$ 360,000 \$ - \$ - \$ -

Repair and Maintenance Canals

North Pump and pumphouse	2026		\$ 400,000				
17 Segments of Bank Reinforcement @ \$100 LF	2027-2030			\$ 20,000,000	\$ 20,000,000	\$ 20,000,000	\$ 20,000,000
Canal Bank Stabilization	2024-2040	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000		
Seven Locks/Weirs at \$150,000 each location	2024-2040		\$ 300,000	\$ 300,000	\$ 450,000		
Dredging of Canals	-						
		\$ 200,000	\$ 900,000	\$ 20,500,000	\$ 20,650,000	\$ 20,000,000	\$ 20,000,000

Trails System

Connectivity improvements and trail maintenance/upgrades to ensure safety and usefulness of the Town trails system.

North Road Trail	2025	\$ 20,000	\$ -	\$ -	\$ -			
Horse crossings at B, D and F Roads along canal heads	TBD	\$ -	\$ -	\$ -	\$ -			
Hand pump and trail amenities at C	TBD	\$ -	\$ -	\$ -	\$ -			
Development of a Linear Park from A Road to Folsom Road South of C	TBD	\$ -	\$ -	\$ -	\$ -			
Other Trails Improvements	TBD	\$ -	\$ -	\$ -	\$ -			
		\$ 20,000	\$ -	\$ -	\$ -			

Community Cost Sharing Program

2025

\$ 150,000

Resiliency

Replacement of Public Works Building

2025-2027

\$ 10,000

\$ 750,000

Resiliency Grant Program

2024-30

Conversion of Town Hall to EOC

2025

\$ 75,000

Total Resiliency

\$ 10,000

\$ 75,000

\$ 750,000

Total Capital Spending (305)

\$ 2,229,300

\$ 7,903,500

\$ 22,503,852

\$ 22,344,163

\$ 21,617,000

\$ 20,379,500

\$ 494,615

Recommended Use of Capital Funds in FY2025:

PW Building	\$ 10,000
Conversion of Town Hall to EOC	\$ -
Roadway Paving Plan (overlay program)	\$ 727,300
Roadway Rock Plan (rebuilding of road beds)	\$ 87,000
Specific Maintenance Projects	\$ 35,000
Swales and Culverts	\$ 640,000
Specific Culvert Locations	\$ 360,000
Repair and Maintenance of Canals	\$ 200,000
Trails System	\$ 20,000
Community Cost Sharing Program	\$ 150,000
Okeechobee Traffic Calming	\$ -

Total Recommended Use of Capital Funds

FY24 \$ 2,229,300

Capital Funds Available For FY2025:

State Grant	\$ 750,000
Resiliency Grant	
General Fund	\$ 429,000
Gas Tax Funds	\$ 132,000
Surtax Funds	\$ 383,300
Road and Drainage Funds	\$ 115,000
Transfer fund balance carryover from 2024	\$ 420,000
FEMA Reimbursement*	
Private Contribution	
Total Capital Funds Available	\$ 2,229,300

Projected Shortfall \$ -

CAPITAL EXPENDITURES OUTSIDE OF FUND 305

Other Road Materials and Supplies*(Budgeted in Public Works)*

Road Maintenance									
Miscellaneous Annual rock Replensihment	2024-2028	\$ 172,500	\$ 135,000	\$ 108,000	\$ 90,000				
Rental/Lease Option Machinery & Equipment <i>(Budgeted in Public Works)</i>									
Tractor Mower	2024-2026	\$ 94,000	\$ 94,000						
Mower (Kubota)	2022-2024	\$ -							
Grader (John Deere)	2023-2025	\$ 50,000	\$ 123,000						
Dump Truck(purchased with auction proceeds)	2024-25	\$ -		\$ -					
Rental of equipment on as needed basis such as roller, pump vac, road plates, etc.	2025-2030	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000		
Misc rentals and equipment	2025-2027	\$ 40,000	\$ -	\$ -					
		\$ 234,000	\$ 267,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000		
Total Capital (105)		\$ 406,500	\$ 402,000	\$ 158,000	\$ 140,000				

Footnotes

- ¹ Projects on the plan may be accelerated or postponed depending on the availability of funds coming from private sources or governmental grants
- ² The Town has submitted Local Mitigation Strategy Grants related to capital projects as set forth in the attached memorandum dated May 21st, 2024 (Exhibit A)
- ³ The Town has applied for grants from the Florida Rural Infrastructure Fund Program as related to capital projects as set forth in the attached memorandum dated September 18th, 2024 (Exhibit B)

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

VIA: Amber Schneider

DATE: May 21, 2024

SUBJECT: Discussion on Local Mitigation Strategy (LMS) Grant Submission

Background: Local Mitigation Strategy (LMS) is overseen by the Palm Beach County Public Safety-Emergency Management Division. LMS is a unified, coordinated effort among County and municipal governments to reduce the county's vulnerability to the impacts of identified natural and man-made hazards. Among its primary missions, the Strategy serves as a basis for comprehensive mitigation planning, project identification and prioritization, and provides assistance to project sponsors in securing and allocating available federal, state, local, and other disaster mitigation assistance funds.

Project submission is ongoing, however twice a year LMS projects are scored and officially added to the local Prioritized Project List (PPL). By virtue of being on the LMS PPL, each project potentially qualifies for funding assistance consideration through a variety of mitigation assistance programs.

The Town completed 7 submissions for the Spring 2024 PPL list on Friday, May 10th as shown below:

- Town Wide Canal Stabilization \$79,900,000
- Collecting Canal Rehabilitation & Restoration \$10,000,000
- Canal Gate (Control) Structure Upgrades \$300,000
- Town Wide SCADA & Telemetry \$300,000
- Installation of Pumps & Weirs \$750,000
- Modernization of Public Works Facilities \$750,000
- Town Hall Generator & Power Source Conversion \$75,000

The following pages consist of verbiage outlines for the projects submitted. We will continue to add projects as seen fit for the Fall 2024 PPL list that will be completed in October of 2024.

Recommendations: Receive and File

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

VIA: Amber Schneider

DATE: September 18, 2024

SUBJECT: Rural Infrastructure Fund (RIF) Grant Submission

Background: The Town has been designated as a Rural Community by the State of Florida. This designation enables the Town to participate in the Rural Infrastructure Fund (RIF). The RIF plays a crucial role within rural communities by providing financial assistance for infrastructure projects and helps rural areas maximize their access to essential resources.

Construction grants from the RIF can cover up to 75% of total project costs, with the potential for 100% funding for projects located in specific economically constrained rural communities.

In line with these objectives, the Town has completed five submissions (Four Construction and one Planning) for the FY 2024-2025 RIF application cycle on September 16, 2024. These submissions reflect the Town's commitment to leveraging available funding opportunities to improve infrastructure and bolster the local economy. Application summaries follow.

Citrus Drainage (construction)

The proposed project is to improve drainage and transportation through the Town's primary commercial area, improve connectivity between residential parcels and the growing commercial properties, and reduce reliance on the nearby roadways to promote lower traffic density and shorter trip time. This effort will include full engineering design, permitting, construction, and closeout of roadway and swale improvements, potable water, and sanitary sewer facilities along Citrus Drive, East Citrus Drive, Tangerine Drive, Valencia Drive, and Orange Avenue to alleviate recurring issues with drainage and roadway safety as well as enhance access to potential commercial parcels south of Collecting Canal Road.

Collecting Canal Stabilization (construction)

The proposed project is to repair and stabilize canal banks along the Town's primary drainage collection canal which conveys runoff from flood hazard areas to the primary outfall structure at D Road for discharge to the South Florida Water Management District-operated C-51 Canal. Recent storm events and gradual increases in usage over time have weakened canal banks and resulted in washouts and slope failures,

creating a serious threat to public safety and hampering local traffic. The current phase of the project will cover about one-half mile of canal along both sides of the bank and is one of six phases intended for implementation on Collecting Canal.

Paving plan for A to Okeechobee, Collecting Canal from A to B, N North Road and S North Road (construction)

Town of Loxahatchee Groves CIP Paving project looks to address paving of 4 road segments in Town: Segment 1, which stretches from A Road at Collecting Canal Road to Okeechobee Blvd, Segment 2, along Collecting Canal Road from B Road to A Road, Segment 3 N North Road and Segment 4 S North Road. This project involves upgrading these roads to a 20-foot width with a durable 2.5-inch layer of SP-12.5, TL-C asphalt. It also includes the installation of features such as Seminole Style Speed Tables, thermoplastic striping, and aprons. In addition, we aim to address the drainage concerns, and the project will include essential stormwater management improvements.

Pump House, Control Gates and Telemetry (Construction)

The proposed project is to provide necessary repairs and updates to the Town's primarily inflow pump station and outflow control structure at D Rd, and repairs to secondary outfall structures located at A Rd and Folsom Rd all along Southern Boulevard. In addition to structural and material repairs, the control system, sensors, and electrical components are in need of replacement. These structures provide all surface water for use by commercial and agricultural users for irrigation, and flood protection for those properties during and following rainfall events and are a key component to the economic operations which occur in the Town.

Public Works Facility (Planning)

The Town of Loxahatchee Groves seeks funding to construct a new Town facility that will incorporate Town Hall and Public Works in one building. The proposed 7,500-square-foot facility will feature 5,500 square feet for vehicle storage and maintenance, 2,000 square feet for office. This modernization aims to improve service delivery, enhance safety, and increase resilience to natural disasters, while demonstrating leadership in sustainable infrastructure development and providing sustainable elements including solar panels and covered parking.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Valerie Oakes, Town Clerk

VIA: Francine Ramaglia, Town Manager

DATE: July 1, 2025

SUBJECT: Discussion on Approving and Implementing the Town's Public Records Request Policy

In accordance with Chapter 119, Florida Statutes, and Article I, Section 24(a) of the Florida Constitution, the Town Clerk's Office has drafted a comprehensive Public Records Request Policy ("Policy") to ensure the Town's ongoing commitment to transparency, accountability, and lawful compliance with Florida's public records laws.

The proposed Policy establishes clear administrative procedures for the receipt, processing, tracking, redaction, and delivery of public records requests. It provides guidance for both internal staff and members of the public to ensure consistency, efficiency, and compliance. The Policy also addresses modern record formats such as electronic communications, outlines fee structures consistent with state law, and incorporates protections against the release of confidential or exempt records.

Key elements of the Policy include:

- Definitions and responsibilities of staff, officials, and the Town Clerk (aka Records Custodian);
- Procedures for responding to requests, including those requiring extensive staff time or external costs;
- Fee structures for duplication, extensive use, and electronic delivery;
- Detailed procedures for requests submitted by Councilmembers;
- Legal processes for redactions, exemptions, and responses; and
- Policies on abandoned or unpaid requests.

Notably, the Policy includes safeguards to prevent the inadvertent release of confidential or exempt information. Where uncertainty arises regarding the applicability of exemptions or potential Sunshine Law conflicts, the Policy provides that the Town Clerk may seek a written opinion from the Town Attorney to ensure compliance and legal protection for the Town, elected officials, and staff.



155 F Road Loxahatchee Groves, FL 33470

Recommendation:

Staff recommends that the Town Council review and discuss the draft Public Records Request Policy and consider its formal adoption. Implementation of this Policy will ensure that the Town's practices remain legally compliant and consistently applied across departments while enhancing public access and operational efficiency.



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EXECUTIVE SUMMARY

Subject: Public Records Requests Policy

References: Chapter 119, Florida State Statutes
Government-in-the-Sunshine-Law

Purpose: The Town of Loxahatchee Groves, Florida (the "Town") fully embraces the letter and spirit of the Florida Public Records Law, Chapter 119, F.S., governing the public's right to access records held by the Town, and the constitutional right of access guaranteed by Article I, § 24(a) of the Florida Constitution. In support of the public's right to access such records, the Town hereby establishes the following Public Records Policy (the "Policy"). The guidelines established below are set forth to inform and guide Town Staff in the implementation of the Public Records Law and provide uniformity in providing access and charging fees for inspection and copies of public records. Additionally, the guidelines set forth below are designed to ensure that public records requested are timely compiled, reviewed, and redacted, if necessary, to prevent the inadvertent disclosure of certain information made confidential and/or exempt pursuant to state law.

**Custodian
of Records:** General / Non-Law Enforcement Records
Town Clerk's Office
155 F. Road
Loxahatchee Groves, Florida 33470
Phone: (561) 807-6672
Fax: (561) 793-2420
publicrecordsrequests@loxahatcheegrovesfl.gov

For law enforcement/traffic crash reports and records, submit your request directly to the Palm Beach County Sheriff's Office by visiting www.pbso.org/public-records-request to view the different options to make a public records request.

Complaint

Persons having submitted a request who wish to submit a grievance related thereto shall contact the Town Clerk directly at (561) 807-6672 or via email at voakes@loxahatcheegrovesfl.gov.

Hours of Operation:

Requests for records only shall be accepted, and records only shall be made accessible for inspection or copying, during normal business hours of Monday through Friday, 8:30 a.m. to 4:30 p.m., excluding identified Town holidays.



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DEFINITIONS

Confidential Public Record: Shall be those records, or portions thereof, specifically designated as “*confidential*” by applicable statute. Unlike “*exempt*” records, the Town has no discretion and may not release records designated by the Florida Legislature as confidential.

Electronic Communications: All communications, regardless of the technology or means of transmission, sent electronically from one device to another. This includes electronic mail (e-mail), SMS messages (text messages), MMS (multimedia / picture messages), social media records (Facebook, Instagram, YouTube, etc.)

Employee: As used in this policy, employee shall include all persons who are full-time, part-time and on-call employees of the Town and shall also include any non-paid / paid volunteers, interns, and appointees to the various advisory boards or committees.

Exempt Public Records: Shall be those records, or portions thereof, specifically designated as “*exempt*” by applicable statute. As exempt records, the Town has discretion to release such records, in whole or part, when there is a specific public purpose.

Officials: Shall mean the Town Council.

Public Record: Public records include all documents whether in paper or electronic form including, but not limited to, papers, emails, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, faxes, or other materials on computers, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the Town. (§ 119.011(12), F.S.).

Redact / Redaction: The act of censoring all or part of a record to obscure or excise exempt or confidential information contained therein, thereby preventing public disclosure of the protected content.

REQUESTS THAT WILL NOT BE PROCESSED

Request for Information vs. Request for Records:

The Public Records Law only requires the Town to provide access to existing public records. The Town is not required by law to create new documents in response to a public records request (i.e., create lists or other compilations that do not already exist). The Town further will not explain document contents or interpret documents produced as part of a public records request (i.e., provide staff to assist with understanding the information contained in a document).



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Continuing or Perpetual Public Records Requests:

The Town is not obligated to provide records on a continuing basis to a requestor. For example, a requestor asks to be supplied with copies of all Town Council agendas for the next two (2) years. The Town is only required to produce documents that exist at the time the request is made. The requestor must renew his or her request with the Town to obtain future documents.

GENERAL PROCEDURES FOR REQUESTING PUBLIC RECORDS

Format of Public Records Request and Identity of Requestor:

Requests for public records may be made in writing or verbally. As a general rule, the Public Records Law does not require that a request for public records be in writing, although individuals may wish to make their request in writing to ensure that they have an accurate record of what was requested.

Requests for public records are not required to be in any particular format. There are no “magic words” in order to make a request, and requestors are not required to fill out a Town form. However, the requestor must at least identify the records requested with sufficient clarity to allow the Town to identify, retrieve and review the records. If a request is vague or ambiguous, then the Town Clerk or designee may contact the requestor for clarification. Please note that a requestor’s failure to provide clarification when requested may result in a delay of inspection or copying of public records, or may result in a large number of documents being produced for which copying and other special service charges may apply (i.e., extensive requests).

Copies of public records shall be made available to the public in the format requested provided that the Town stores or maintains the records in the requested format.

Requestors of public records do not have to identify themselves or state the reason that they desire the records. However, the Town’s Clerk or designee may request contact information in order to let the requestor know when records are ready for pickup, to seek clarification on a request, or to provide other information to the requestor (i.e., deposit required, copying charges). The Town’s request for contact information is not designed to learn the identity of a requestor, but instead, is designed to ensure that public records are timely received.

Response Time:

Public records are to be available for inspection or copying during regular business hours as outlined above, with the exception of identified Town holidays. Inspection or copying of public records must be made available within a reasonable period of time and under reasonable conditions. Many factors determine what is a reasonable time and what are reasonable conditions such as the: nature of the request; time involved in collecting and producing the requested information; scope and volume of the material involved; general accessibility of the records; personnel required to process the request and redact any records requested; and information resources necessary to collect or generate the requested information. The Town must take into account its obligation to the citizens for the daily operation of Town government when presented with a voluminous request. To request that Town Staff immediately cease



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normal business in order to fulfill such requests quickly would disrupt the normal workflow and cause disruption in services to the rest of the citizens. The accumulation of materials, research, and time involved must be weighed against the daily obligations to the taxpayers. Thus, "reasonable" must be defined by staff resources and workload, and not be an arbitrary timeframe.

It is the goal of the Town that all requests for public records will be acknowledged in writing and satisfied within a reasonable time following the Town Clerk's receipt of the request. While every effort will be made to comply with public records requests promptly and in good faith, the Town policy is that an initial acknowledgement of any public records request should be made to a requestor within four (4) business days after receipt. Requests will be processed in the order in which they are received.

Responding to Requests:

1. Town Clerk or Designee Responsibilities:

The Town Clerk or designee shall serve as the primary intake Department and contact for public records requests in the Town.

Upon receipt of a public records request, the Town Clerk or designee will acknowledge the request and promptly forward it to the appropriate Town Department Head or designee for response. Acknowledgement and forwarding of the request should occur within four (4) business days after receipt of a request.

The Town Clerk or designee shall act as the conduit for the release of all public records and facilitate payment for any fees or charges. When the request is only to inspect records, the Town Clerk or designee shall facilitate the inspection of such records.

The Town Clerk or designee shall endeavor to have written communications with the requestor whenever possible in order to memorialize what documents were requested, and when the request was fulfilled. Copies of written responses will be kept on file for one (1) fiscal year pursuant to the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies.

For large or voluminous requests (those requiring more than \$25.00 in copy/retrieval charges or extensive use charges), the Town Clerk's Office shall require an advanced deposit prior to beginning retrieval. The deposit will be equal to one-half (½) of the written cost estimate, and it will be applied toward the final total cost amount for the request. The remaining balance for the request is due and payable at the time the request is completed and ready for pick-up. The final total may differ from the written estimate, and the final total shall be based on actual cost. The Town Clerk or designee shall notify the requestor that actual costs may vary. In the event the required deposit, based on the good faith written estimate, was more than the actual cost to prepare and produce the records request or prepare and produce for inspection, the Town shall refund the difference.



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2. Town Staff Responsibilities:

Town employees receiving a public records request shall forward such request to the Town Clerk or designee for processing. Requests should be forwarded to the Town Clerk or designee as soon as practicable, but no later than two (2) business days after receipt. The Town employee should not respond to the person or entity requesting records other than to state that the request has been forwarded to the Town Clerk's Office for processing, and if the requestor has any additional questions to please contact the Town Clerk's Office.

If a public records request is forwarded to a Department Head or designee by the Town Clerk's Office for response, then the Department Head or designee shall provide the Town Clerk's Office with a written estimate of costs and timeframe for retrieval. Such estimate shall include total hours and the hourly rate, including benefits, for each staff person fulfilling the request. Such written estimate shall be emailed to the Town Clerk's Office within two (2) business days after receipt of the public records request. There shall be no charge for preparing a written estimate of costs and time. The Town Clerk's Office will notify the requestor of the estimated staff cost/time to fulfill the request and any copying charges.

For large or voluminous requests (those estimated to require more than \$25.00 in copy/retrieval charges or extensive use charges), the Town Clerk's Office will require an advanced deposit from the requestor prior to beginning retrieval. DEPARTMENTS ARE NOT TO BEGIN WORK ON COLLECTING AND RETRIEVING DOCUMENTS UNTIL THE TOWN CLERK'S OFFICE HAS STATED THAT THE REQUIRED DEPOSIT HAS BEEN PAID.

Departments shall respond to all public records requests in a reasonable time, taking into account the extent and nature of the request. If the time to respond to a request exceeds the initial estimate provided to the Town Clerk's Office, the Department Head or designee shall immediately notify the Town Clerk's Office and provide an updated timeframe for completion. It is the Department Head or designee's responsibility to ensure that requests are completed in accordance with estimated timeframes, and to notify the Town Clerk's Office of any changes to those timeframes.

After the appropriate Department compiles the information requested, all information gathered for the request will be submitted to the Town Clerk in writing or e-mail. If the Department Head or designee is responding to numerous requests, the Department Head or designee shall provide the Town Clerk's Office with a short memorandum when providing documents. The memorandum shall identify which documents are responsive to particular requests.

If the requested public records are not within the Department, the Department Head or designee shall notify the Town Clerk's Office immediately. The Town Clerk's Office shall then forward the request to the appropriate Town Department, if known.

Department Heads or designees shall not provide original documents to the Town Clerk's Office in response to a public records request unless a specific request to review original documents has



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been made by a requestor. If a request for original documents has been made, then the Department Head or designee shall notify the Town Clerk's Office in person that the documents provided are originals. A cover page clearly marked "original document" shall also be provided to the Town Clerk's Office.

Department Heads or designees shall be familiar with the disclosure and retention requirements of the Public Records Law, and supervise records review, copying, and redaction activities within their area of responsibility.

3. Requests by Officials:

All Councilmember records requests must be submitted to the Town Clerk, who will notify the Town Manager of all Town Councilmember requests. All Councilmembers shall have access to general records of the Town, except: records relating to active or ongoing investigations; records related to active or pending audits; and/or any record protected under Florida Statutes §119 (Public Records Law) or other applicable law. Requests will be considered extensive if they require substantial time or staff resources, or if they incur external costs, such as consultants(s) or legal fees. In such cases, the Town Clerk will prepare and provide a written cost estimate to the requesting Councilmember. The Councilmember must submit full payment in advance. Work on the request will not begin until the required payment has been received. If a records request is fulfilled for one Councilmember, it will not automatically be distributed to the remaining Councilmembers. Other Councilmembers may request the same information, which will be provided free of charge upon their written request.

DENIAL OR REDACTION OF RECORDS

A request to inspect or copy public records can be denied only under the authority of a specific statutory exemption.

Department Heads or designees shall be responsible for reviewing and identifying the records or parts thereof in their custody which are exempt or confidential from the inspection, examination, and copying under the Public Records Law. The Town Clerk's Office and the Town Attorney shall be available to answer questions regarding exemptions and proper methods of redaction.

If a public record contains both exempt and non-exempt information, that information which is exempt must be redacted and the remainder of the record provided to the requestor. (§ 119.07(1)(d), F.S.)

If it is determined that a record or part of a record is exempt from inspection or copying, and the request is then denied, the basis for the denial, including the statutory citation to the exemption, must be communicated to the requestor in writing. (§ 119.07(1)(e), F.S.)

Community Standards Department (Building, Code Enforcement, Engineering, and Planning & Zoning Divisions): For routine and noncontroversial, walk-in/telephone-initiated, public records requests for Community Standards Department, the Department Head or designee will ensure that the type of confidential and/or exempt information referenced in the attached Appendix "A"



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is not being distributed to the general public. The type of information made exempt and/or confidential pursuant to the requirements of state law as provided in Appendix "A" may only be disclosed as set forth therein. However, depending upon the type of information requested, the state law does allow such exempt and/or confidential information to be given to the following persons or entities: the property owner; a leaseholder; another state or federal agency; or a licensed architect, engineer, or contractor who is performing work on or related to the property.

For more information on the most common exemptions for public records, please see Sec. 119.071, F.S. and Appendix "B", which is attached hereto.

LITIGATION

Any subpoenas or litigation discovery requests shall be referred to the Town Attorney.

PUBLIC RECORDS FEES AND CHARGES

Fees to be charged for providing access to public records must be in accordance with Sec. 119.07(4), F.S., as explained below. Fees must be paid before documents are produced.

For any and all requestors that have requested public records and have failed to pay in full for those records, please be advised that the Town Clerk's Office will not process another public records or public data request until the outstanding balance is paid in full. *Lozman v. City of Riviera Beach*, 995 So. 2d 1027 (Fla. 4th DCA 2008).

The Public Records Law allows the Town to collect a "per copy" fee or the actual cost for materials and supplies used to duplicate records. In addition, the Town may collect a reasonable service charge when a request to inspect or copy public records requires the extensive use of technology resources and/or the extensive use of clerical or supervisory assistance.

The following fees and charges are designed to ensure that the Town is consistent in its application of the law and Town rules, and which allow the recovery of duplication costs and a special service charge for the extensive use of Town resources in complying with requests to inspect or copy the Town's public records:

1. **Duplication Costs:** Duplication costs shall be applied uniformly throughout the Town in compliance with the following guidelines, unless otherwise designated by the Town.

- a. **Paper Copies:**

<u>Copies:</u> Single-Sided B/W or Color 8.5" x 11"; 8.5" x 14"	First 10 Pages	\$0.15 Per Page
<u>Copies:</u> Single-Sided	11 th Page and Each Page Thereafter	\$0.15 Per Page



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B/W or Color 8.5" x 11"; 8.5" x 14"		
<u>Copies:</u> Single-Sided B/W or Color 11" x 17"	First Page and Each Page Thereafter	\$0.30 Per Page
<u>Copies:</u> Double-Sided B/W or Color 8.5" x 11"; 8.5" x 14"	First 10 Pages	No Charge
<u>Copies:</u> Double-Sided B/W or Color 8.5" x 11"; 8.5" x 14"	11 th Page and Each Page Thereafter	\$0.20 Per Page
<u>Copies:</u> Double-Sided B/W or Color 11" x 17"	First Page and Each Page Thereafter	\$0.40 Per Page

- b. Certified Copies: The cost of providing a certified copy of a record shall be \$1.00 per page, but no more than \$5.00 per public record.
 - c. Actual Cost of Duplication: For all other copies – large size paper, plats, maps, audio tape, video tape, compact discs ("CD"), digital video discs ("DVD"), thumb drive, etc. – the cost to the requestor will be the actual cost of the materials used to duplicate the record. Contact the Town Clerk's Office for current costs of materials used in accordance with the Town's Schedule of Fees and Charges.
 - d. Requestors Making Their Own Copies: A requestor making his/her own copies or providing copying materials cannot generally be charged for the cost of making the copies. However, a service charge may be imposed in supervision of those making their own copies requires an extensive use of the Town's resources.
 - e. Requestor Provided Media: The Town will not accept CDs, DVDs or thumb drives due to risks relating to contracting computer viruses.
 - f. Electronic Files: Electronic files (non-data) sent via email to a requestor shall be provided at no charge.
2. Extensive Use Charges: A special service charge for the extensive use of Town resources shall be applied uniformly throughout the Town in compliance with the following guidelines.



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When more than thirty (30) minutes of clerical and/or supervisory time is to be spent in response to a request to inspect or copy the Town's public records (i.e., time spent locating, reviewing, redacting and/or copying), an extensive use charge will be applied, which is based on the hourly rate of the employee(s) performing tasks associated with the request, inclusive of the employee(s)' benefits. See *Bd. Of Cnty Comm'rs v. Colby*, 976 So. 2d 31 (Fla. 2d DCA 2008). If the employee is not paid hourly, then the hourly cost will be the annual salary of the employee divided by 2,080 (52 weeks times 40 hours per week), plus the employee(s)' benefits. These charges will be billed in fifteen (15) minute increments. The extensive use charge will begin after the first thirty (30) minutes of clerical and/or supervisory time is completed.

Multiple requests by a requestor may be considered as one (1) request and extensive use charges may be applied after the first thirty (30) minutes of staff or resource time. In other words, requestors may not evade the extensive use charges by breaking up large voluminous requests into smaller ones.

3. **Shipping:** U.S. postage or other shipping costs incurred in the delivery of records shall be included in the costs charged to the requestor. Such charges shall be waived if the requestor provides a postage-paid envelope or other means of shipping.
4. **Sales Tax:** No sales tax is charged for a public records request.

STORING OF RECORDS / ABANDONED REQUESTS

The Town Clerk's Office will hold a completed records request for up to thirty (30) calendar days to give the requestor adequate time to pick up the records or make arrangements for the delivery of records. If the records are not picked up within thirty (30) calendar days from the date that the Clerk's Office notifies the requestor that they are ready, and no written request for an extension has been received, then the copies of the records will be destroyed regardless of whether the requestor has paid a deposit with the Town. In such event, the requestor is not entitled to a refund of its deposit.

Should the Town attempt to contact the requestor and/or transmit a cost estimate and the requestor fails to respond in good faith, the Town shall deem the request as "abandoned" after a period of 7 calendar days, and the log shall reflect the abandonment. In cases where holidays or other closures of the Town's administrative offices occur, staff shall afford reasonable additional time to the requestor to respond.

MANAGING RECORDS

The Town follows the records retention schedule outlined in the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies.



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APPENDIX A
SECURITY AND FIRESAFETY SYSTEM PLAN EXEMPTION

Portions of Sec. 119.071, F.S., are provided in the following sub-sections and sub-paragraphs:

3) SECURITY AND FIRESAFETY.

(a)1. As used in this paragraph, the term "security or firesafety system plan" includes all:

- a. Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security or firesafety of the facility or revealing security or firesafety systems;
- b. Threat assessments conducted by any agency or any private entity;
- c. Threat response plans;
- d. Emergency evacuation plans;
- e. Sheltering arrangements; or
- f. Manuals for security or firesafety personnel, emergency equipment, or security or firesafety training.

2. A security or firesafety system plan or portion thereof for:

- a. Any property owned by or leased to the state or any of its political subdivisions; or
- b. Any privately owned or leased property held by an agency is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption is remedial in nature, and it is the intent of the Legislature that this exemption apply to security or firesafety system plans held by an agency before, on, or after the effective date of this paragraph. This paragraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2023, unless reviewed and saved from repeal through reenactment by the Legislature.

3. Information made confidential and exempt by this paragraph may be disclosed:

- a. To the property owner or leaseholder;
- b. In furtherance of the official duties and responsibilities of the agency holding the information;



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- c. To another local, state or federal agency in furtherance of that agency's official duties and responsibilities; or
 - d. Upon a showing of good cause before a court of competent jurisdiction.
- (b)1. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.
2. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act.
3. Information made exempt by this paragraph may be disclosed:
- a. To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;
 - b. To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or
 - c. Upon a showing of good cause before a court of competent jurisdiction.
4. The entities or persons receiving such information shall maintain the exempt status of the information.
- (c)1. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, health care facility, or hotel or motel development, which records are held by an agency are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.
2. This exemption applies to any such records held by an agency before, on, or after the effective date of this act.
3. Information made exempt by this paragraph may be disclosed to another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to the owner or owners of the structure in question or the owner's



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legal representative; or upon a showing of good cause before a court of competent jurisdiction.

4. This paragraph does not apply to comprehensive plans or site plans, or amendments thereto, which are submitted for approval or which have been approved under local land development regulations, local zoning regulations, or development-of-regional-impact review.
5. As used in this paragraph, the term:
 - a. "Attractions and recreation facility" means any sports, entertainment, amusement, or recreation facility, including, but not limited to, a sports arena, stadium, racetrack, tourist attraction, amusement park, or pari-mutuel facility that:
 - (I) For single-performance facilities:
 - (A) Provides single-performance facilities; or
 - (B) Provides more than 10,000 permanent seats for spectators.
 - (II) For serial-performance facilities:
 - (A) Provides parking spaces for more than 1,000 motor vehicles; or
 - (B) Provides more than 4,000 permanent seats for spectators.
 - b. "Entertainment or resort complex" means a theme park comprised of at least 25 acres of land with permanent exhibitions and a variety of recreational activities, which has at least 1 million visitors annually who pay admission fees thereto, together with any lodging, dining, and recreational facilities located adjacent to, contiguous to, or in close proximity to the theme park, as long as the owners or operators of the theme park, or a parent or related company or subsidiary thereof, has an equity interest in the lodging, dining, or recreational facilities or is in privity therewith. Close proximity includes an area within a 5-mile radius of the theme park complex.
 - c. "Industrial complex" means any industrial, manufacturing, processing, distribution, warehousing, or wholesale facility or plant, as well as accessory uses and structures, under common ownership that:
 - (I) Provides onsite parking for more than 250 motor vehicles;
 - (II) Encompasses 500,000 square feet or more of gross floor area; or



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(III) Occupies a site of 100 acres or more, but excluding wholesale facilities or plants that primarily serve or deal onsite with the general public.

d. "Retail and service development" means any retail, service, or wholesale business establishment or group of establishments which deals primarily with the general public onsite and is operated under one common property ownership, development plan, or management that:

(I) Encompasses more than 400,000 square feet of gross floor area; or

(II) Provides parking spaces for more than 2,500 motor vehicles.

e. "Office development" means any office building or park operated under common ownership, development plan, or management that encompasses 300,000 or more square feet of gross floor area.

f. "Health care facility" means a hospital, ambulatory surgical center, nursing home, hospice, or intermediate care facility for the developmentally disabled.

g. "Hotel or motel development" means any hotel or motel development that accommodates 350 or more units.



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APPENDIX B
PUBLIC RECORDS REQUEST EXEMPTION OVERVIEW

Sec. 119.011, F.S., defines the following terms at the noted sub-section:

(12) Public Records – “means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.”

(8) Exemption – “means a provision of general law which provides that a specified record or meeting, or portion thereof, is not subject to access requirements of Fla. Stat. § 119.07(1), § 286.011, or § 24, Art. I of the State Constitution.” *[Records, or portions thereof, which are exempt shall not be produced or copied in response to a public records request, but the person who has custody of the public record must state the basis for the exemption to include statutory citation].*

(13) Redact – “means to conceal from a copy of an original public record, or to conceal from an electronic image that is available for public viewing, that portion of the record containing exempt or confidential information.”

Public Records Request – This is essentially any request to inspect or obtain copies of documents maintained by the Town in the ordinary course of business. Accordingly, any agency document, however prepared, if circulated for review, comment or information, is a public record regardless of whether it is an official expression of policy or marked "preliminary," "working draft," or similar label. It is not a request to create a new document or report not used by the Town.

The following types of records may be confidential and/or exempt from disclosure under the Public Records Law or at other sections of general law as noted in parentheses. This list is not all inclusive but is provided as general guidance. *If an employee has any question or concern regarding whether a record is confidential or exempt from disclosure, the Town Clerk's Office or the Town Attorney's Office should be contacted to help determine whether an exemption applies.*

Personal Information

- Social security numbers of all current and former Town employees are confidential and exempt. (§ 119.071(4)(a), F.S.)
- Social security numbers collected by the Town may not be disclosed except according to Town policy on such in accordance with state law. (§ 119.071(5), F.S.) *See also Resolution 09-22.*
- Credit card account numbers and debit card and bank account numbers. (§ 119.071(5)(b), F.S.)
- Names, home addresses (includes PCN and legal description), telephone numbers, dates of birth, photographs, and places of employment of the spouses and children of active or former



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sworn law enforcement personnel, certified firefighters, code enforcement officers, human resources directors and managers; and the names and locations of schools and day care facilities attended by the children of such personnel. There may be some limitations to these exemptions. For example, if the Town is a custodian of such information but is not the employer of the persons identified above, it shall maintain the exempt status of the information only if the officer, employee or other type of person identified under the law related to such exemption submits a written request for maintenance of the exemption. (§ 119.071(4), F.S.)

- Home addresses (includes PCN and legal description), telephone numbers, dates of birth, and photographs of current or former directors, managers, supervisors, nurses, and clinical employees of an addiction treatment facility; the home addresses (includes PCN and legal description), telephone numbers, photographs, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel. (§ 119.071(4), F.S.)
- Names and addresses of retirees *in aggregate, compiled or list form* except to other public agencies. (§ 121.031(5), F.S.)
- All records identifying participants in a deferred compensation program of the State pursuant to Sec. 112.215, F.S. and their personal account activities are confidential and exempt. (§ 112.215(7), F.S.)
- United States Census Bureau address information, which includes maps showing structure location points, agency records verifying addresses, and agency records identifying address errors or omissions. (§ 119.071(1)(g)1., F.S.) *Note:* such information may be released to another agency in furtherance of its duties and responsibilities under the Local Update of the Census Address Program.
- All birth records, except those over 100 years old and not under seal pursuant to court order. (§ 382.025(1), F.S.)
- All papers and records pertaining to an adoption, including the original birth certificate, whether part of the permanent record of the court or a file in the office of an adoption entity are confidential and subject to inspection only upon the order of the court; however, the petitioner in any proceeding for adoption under this chapter may, at the option of the petitioner, make public the reasons for a denial of the petition for adoption. The order must specify which portion of the records are subject to inspection, and it may exclude the name and identifying information concerning the parent or adoptee. Papers and records of the department, a court, or the Town, which papers and records relate to adoptions, are exempt. (§ 63.162(2), F.S.)
- An employee's personal identifying information contained in records held by the Town relating to the employee's participation in an employee assistance program is confidential and exempt from disclosure. (§ 166.0444, F.S.)
- Records identifying individual participants in any annuity contract or custodial account under Sec. 112.21, F.S. (relating to tax sheltered annuities or custodial accounts for employees of government agencies), as well as their personal account services. (§ 112.21(1), F.S.)
- Direct deposit records made prior to October 1, 1986 are exempt from the provisions of Sec. 119.07(1), F.S. With respect to direct deposit records made on or after October 1, 1986, the



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names of the authorized financial institutions and the account numbers of the beneficiaries are confidential and exempt. (§ 17.076(5), F.S.)

- Address of a victim of an incident of mass violence. “Incident of mass violence” means an incident in which four or more people, not including the perpetrator, are severely injured or killed by an intentional and indiscriminate act of violence of another. (§ 119.071(2)(o), F.S.)

Bid Documents

- Sealed bids or proposals received by Town are exempt from disclosure until such time as the Town provides notice of a decision or intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. (§ 119.071(1)(b)2., F.S.)
- Notwithstanding the above requirement of Sec. 119.071(1)(b)2., F.S., a sealed bid *associated with a bid for construction or repairs on a public building or public work* that includes the competitive price must be opened at a public meeting conducted in accordance with public meeting requirements (§ 286.011, F.S.) and the name of each bidder and the price submitted *must be announced* at that meeting; in addition, the Town *must make available upon request* the name of each bidder and the price. (Effective July 1, 2012- SB 704) (§ 255.0518, F.S.)
- Financial statements required to be submitted by bidder or proposer to prequalify for bidding or for responding to a proposal for a road or any other public works project. (§ 119.071(1)(c), F.S.)
- Appraisals, offers and counteroffers relating to Town's purchase of real property –exempt for limited time. (§ 166.045(1)(a), F.S.)

Finance Department or Information Systems Department

- Town-produced data processing software that is sensitive. (§ 119.071(1)(f), F.S.)
- Coverage limits and deductible or self-insurance amounts of insurance or other risk mitigation coverages acquired for the protection of information technology systems, operational technology systems, or data of an agency. (§ 119.0725(2)(a), F.S.)
- Information relating to critical infrastructure, defined to mean existing and proposed information technology and operational technology systems and assets, whether physical or virtual, the incapacity or destruction of which would negatively affect security, economic security, public health, or public safety. (§ 119.0725(2)(b), F.S.)
- Cybersecurity incident information reported pursuant to s. 282.318 or s. 282.3185. (§ 119.0725(2)(c), F.S.)
- Network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches, if the disclosure of such information would facilitate unauthorized access to or unauthorized modification, disclosure, or destruction of data or information, whether physical or virtual; or information technology resources, which include an agency's existing or proposed information technology systems. (§ 119.0725(2)(d), F.S.)
- The audit report of an internal auditor and the investigative report of the inspector general prepared for or on behalf of the Town, including workpapers and related notes are



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confidential and exempt until the audit is completed and presented to Town Council. (§ 119.0713(2)(b), F.S.)

Building Department

- Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary and final formats, depicting the internal layout or structural elements of any building or structure owned or operated by Town, including water plants and wastewater treatment plants. (§ 119.071(3)(b)1., F.S.)
- Information regarding Town's security systems or firesafety plans for any property owned by or leased to the state or any of its political subdivisions or any privately owned or leased property. (§ 119.071(3)(a)1. & 2., F.S.)
- Building security system plans, firesafety plans, or portions thereof. (§ 119.071(3)(a)2., F.S.)
Note: Security or firesafety system plans includes the following: records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations or consultations or portions thereof relating directly to the physical security or firesafety of the facility or revealing security systems; threat assessments; threat response plans, emergency evacuation plans; sheltering arrangements; or manuals for security or firesafety personnel, emergency equipment, or security or firesafety training.
- Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, health care facility, or hotel or motel development, which records are held by the Town. (§ 119.071(3)(c)1., F.S.)

Emergency Management

- Records, data, information, correspondence and communications relating to registration of persons with special needs for emergency management purposes. (§ 252.355(4), F.S.)
- Address and telephone number of a person provided public emergency shelter during a storm or catastrophic event held by the local agency that provided the shelter. (§ 252.385(5), F.S.)
- Any record, recording or information regarding request for emergency services - limited exemption. (§ 365.171(12), F.S.)
- Information furnished by a person to the Town for the purpose of being provided with emergency notification by the Town is exempt. (§ 119.071(5)(j), F.S.)

Recreation Department

- Information that would identify a child who participates in a Town-sponsored recreation program or the parents or guardians of such child. (§ 119.071(5)(c)2.-3., F.S.)

Education Records

- Education records and the federal regulations issued pursuant thereto. (§ 1002.221(1), F.S.)

Medical Records



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- Medical records, medical claims records (§ 112.08(7), F.S.) and employee medical information records. (§ 119.071(4)(b)1., F.S.)
- Clinical records. (§ 394.4615(8), F.S.)

Drug Test Results

- Drug test results and other information, interviews, reports, statements or memoranda received or produced by the Town as an employer as a result of a drug-testing program are confidential and exempt and may not be disclosed except as authorized in the statute. (§ 112.0455(11), F.S.)

Law Enforcement

- Active criminal investigative and intelligence information. (§ 119.071(2)(c)1., F.S.)
- Information revealing the source of confidential informants or sources. (§ 119.071(2)(f), F.S.)
- Information that reveals the identity of victims of crime - some limitation to exemption. (§ 119.071(2)(h)1., F.S.)
- Information that reveals the personal assets of the victim of a crime, other than property stolen or destroyed during commission of the crime. (§ 119.071(2)(i), F.S.)
- Biometric identification information, which means any record of friction ridge detail, fingerprints, palm prints and footprints. (§ 119.071(5)(g), F.S.)
- Driver information contained in a uniform traffic citation, with driver information meaning a driver's date of birth, driver license or identification card number, address excluding the five-digit zip code, telephone number, motor vehicle license plate number, and trailer tag number but not the driver's name. (§ 316.650(11)(b)1., F.S.)
- Any portion of a campus emergency response held by a state or local law enforcement agency, a county or municipal emergency management agency and that portion of a public meeting which would reveal information related to a campus emergency response. (§ 1004.0962(2)(b) & (5), F.S.)
- Law enforcement geolocation information, or information collected using a global positioning system or another mapping, locational, or directional information system that allows tracking of the location or movement of a law enforcement officer or a law enforcement vehicle, held by a law enforcement agency. This exemption does not apply to uniform traffic citations, crash reports, homicide reports, arrest reports, incident reports, or any other official reports issued by an agency which contain law enforcement geolocation information. (§ 119.071(4)(e)1., F.S.)
- A photograph or video or audio recording that depicts or records the killing of a minor, except that a surviving parent of the deceased minor may view and copy the photograph or video recording or listen to or copy any audio recording, and the surviving parent is not precluded from sharing or publicly releasing such photograph or video or audio recording. (§ 119.071(2)(p)2.b., F.S.)
- An autopsy report held by a medical examiner which is of a minor whose death was related to an act of domestic violence, except a surviving parent of the deceased minor may view and copy the autopsy report if the surviving parent did not commit the act of domestic violence



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leading to the minor's death. Notice and due process requirements apply. (§ 406.135(2)(b), F.S.)

- Investigative genetic genealogy information and materials which means the information, records, and DNA records created or collected by or on behalf of a law enforcement agency conducting investigative genetic genealogy research, and includes the names and personal identifying information of persons identified through the use of genealogy databases, traditional genealogical methods, or other investigative means. (§ 119.071(2)(r)2., F.S.)
- Any information that may identify whether a particular individual has been assigned as a safe-school officer at a private school that is held by a law enforcement agency (§ 1002.42(18)(c), F.S.)

Town and/or Other Agency Investigations

- All complaints and other records in the custody of the Town which relate to a complaint of discrimination relating to race, color, religion, sex, national origin, age, handicap, or marital status in connection with hiring practices, position classification, salary, benefits, discipline, discharge, employee performance, evaluation, or other related activities until a finding is made relative to probable cause, the investigation of the complaint becomes inactive or the complaint or other record is made part of any hearing or court proceeding. (§ 119.071(2)(g)1., F.S.)
- A complaint and records related to a complaint to or to any preliminary investigation by the Commission on Ethics held by the Town is confidential and exempt until the complaint is dismissed, the alleged violator requests in writing that such records be made public, the Commission determines that it will not investigate the referral or the Commission determines whether probable cause exists. (§ 112.324(2)(a), F.S.)
- All investigations of misconduct by public officials by the Department of Law Enforcement are confidential and exempt until the investigation is complete or ceases to be active. (§ 943.03(2), F.S.)
- All investigatory records made pursuant to workers' compensation coverage are confidential and exempt until the investigation is completed or ceases to be active. (§ 440.108(1), F.S.)
- The name of any individual who discloses in good faith to the state Chief Inspector General or the Town Manager or other appropriate local official related to suspected violations of federal, state or local law or alleges that an employee or agent has committed gross mismanagement or malfeasance is confidential and exempt while an investigation is active. (§ 112.3188(1), F.S.), *a/k/a Whistleblowers Act*.
- Crash reports that reveal the identity, home or employment telephone number or home or employment address of, or other personal information concerning the parties involved in the crash that are held by any agency that regularly receives or prepares information from or concerning the parties to motor vehicle crashes for a period of sixty (60) days after the date the report is filed. (§ 316.066(2)(a), F.S.)
- Examination questions and answer sheets of examinations administered by a governmental agency for the purpose of licensure, certification, or employment. (§ 119.071(1)(a), F.S.)
- Information relating to the Nationwide Public Safety Broadband Network. (§ 119.071(3)(d)1., F.S.)



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- United States Census Bureau address information, including maps showing structure location points, records that verify addresses or that identify address errors or omissions held by the Town pursuant to the Local Update of Census Addresses Program. (§ 119.071(1)(g)1., F.S.)

DRAFT



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Caryn Gardner-Young, Community Standards Director

VIA: Francine L. Ramaglia, Town Manager

DATE: July 1, 2025

SUBJECT: Discussion of Ordinance No. 2025-XX regarding amendments to the code enforcement lien reduction and release ordinance; Resolution No. 2025-XX adopting an interim code enforcement lien reduction and release policy and Resolution No. 2025-XX establishing petition fees

Background:

Code enforcement liens are statutory liens created by Ch. 162, Part I, Florida Statutes. If a violation is not corrected within the timeframe provided by the Special Magistrate, a daily fine begins to accrue until the violation is corrected. These types of fines are intended to provide local governments with leverage to ensure compliance with the applicable code of ordinances and are not meant to be revenue sources. Further, as these liens do not have superpriority status and are not equal in dignity to taxes, if the Town were to foreclose a code enforcement lien, it would be required to pay off any existing mortgage(s) or other judgments and liens that were recorded prior to the Town's lien. This lack of priority renders many foreclosures of code enforcement liens an ineffective remedy. Therefore, situations will arise when a reduction of a lien will be in the best interests of the Town, and it is imperative that the Town have proper processes and criteria in place to reduce such liens in an equitable and lawful manner. Such processes and criteria will ensure that all parties who come before the Town for a lien reduction or lien release will be subject to the same treatment and the Town will reduce and release such liens in a consistent and lawful manner. While the Town Council is discussing and considering the code enforcement lien reduction and release ordinance amendments, staff recommends that the Town Council adopt an interim Code Enforcement Lien Reduction and Release Policy to ensure consistent and lawful processes are in place. Such interim policy will automatically be repealed upon the effective date of the adoption of the ordinance amendments, if approved by the Town Council.

This subject matter was brought before the Town Council in June of 2023 by the Town Attorneys. Attached are the documents that were previously provided to the Town Council but updated with correct Council members and positions and updated to 2025 dates. No decision was made at the June 6, 2023, Town Council meeting and with different Town Council members, Town Staff is bringing forth what was previously provided for discussion.



155 F Road Loxahatchee Groves, FL 33470

Recommendation:

For Town Council review and discussion:

1. Proposed Ordinance No. 2025-XX regarding proposed amendments to Chapter 14 for code enforcement lien reductions and releases
2. Proposed Resolution No. 2025-XX regarding the interim Code Enforcement Lien Reduction and Release Policy.
3. Proposed Resolution No. 2025-XX regarding the establishment of code enforcement lien reduction petition fees and code enforcement lien release petition fees.

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CODE COMPLIANCE LIEN REDUCTION AND RELEASE POLICY

PURPOSE: The purpose of this policy is to provide procedures for the reduction and release of code compliance liens to ensure that all lien reductions and releases are processed and decided in a reasonable, lawful, consistent, and equitable manner.

POLICY: It is the policy of the Town Council of the Town of Loxahatchee Groves that code compliance fines/liens assessed through Chapter 14 of the Town's Code of Ordinances may be reduced and released in accordance with the procedures set forth in this Policy.

PROCEDURES: LIEN/FINE REDUCTIONS AND RELEASES

1. *Petition.* Once a code compliance fine or lien has been imposed under Chapter 14, the property owner ("petitioner") may submit a written petition to the code compliance division to request one of the following:
 1. Fine/lien reduction hearing before the special magistrate;
 2. Partial release of a lien; or
 3. Release of an unenforceable lien.
2. *Petition fee.* Each petition must be submitted to the code compliance division on the form provided by the town along with the non-refundable petition fee. Petition fees shall be set and amended by resolution of the town council and shall be in an amount that reflects the costs incurred by the town to accept and process the petition.
3. *Recording fees.* If a release is entered pursuant to this policy, the petitioner shall be responsible for the costs of recording the release in the official records of Palm Beach County.
4. *Policies.* The town council is authorized to adopt additional policies, by resolution, that further address criteria to be used by the special magistrate for the reduction of fines; that establish maximum percentages for reductions to be recommended by town administration based on the age of the lien/fine or other equitable basis; and any other reasonable policy.
5. *Special Magistrate lien/fine reductions and releases.*
 - (a) *Preliminary conditions.* If the following conditions are met, the petition for a reduction of a lien/fine by the special magistrate will be set for a hearing:
 1. An affidavit of compliance has been issued for the real property that confirms the property is in compliance with the violations addressed in the special magistrate's order.

2. The subject property and all other real property owned by the petitioner within the town must be in compliance with the town's code of ordinances.
3. All outstanding code compliance administrative costs and the petition fee have been paid in full.
4. The petitioner has no overdue or delinquent accounts with the town, including but not limited to, town taxes or permit fees.

If the above conditions are not satisfied, the petition will be denied, and the town will mail a copy of the notice of denial to the petitioner by regular U.S. Mail to the address provided in the petition.

(b) *Fine/lien reduction hearing.*

- (1) If the preliminary conditions above are met, a hearing will be set, and the town will mail a notice of hearing to the petitioner at least five (5) days prior to the hearing date by regular U.S. Mail to the address provided in the petition.
- (2) Failure of the petitioner to attend the hearing will result in the petition being denied, unless otherwise agreed to in writing by the town.
- (3) The reduction hearing will be limited to the issue of whether the fine/lien assessed should be reduced, and the hearing shall not be a hearing de novo of the original case. The burden of proof will be on the petitioner to show cause for reducing the fine/lien.
- (4) At the hearing, the special magistrate shall consider the following factors:
 1. The gravity of the violation;
 2. Any action(s) taken by the petitioner to correct the violation(s);
 3. Any previous violations committed by the petitioner;
 4. Any recommendation of the town administration; and
 5. Whether the Applicant or managing member of the Applicant owns other properties in the City, and how many had other code cases or other Code Compliance liens.

6. Whether the Applicant requesting the release owned or was the managing member of the owner of the property for which the lien was placed at the time the lien was placed.

7. Any other factor which may show a hardship on the Applicant requesting the release or which may provide a reasonable basis for the requested relief.

8. The length of time between the ordered compliance date and the date the violation was eliminated;

9. Any actual costs expended by the owner to cure the violation as provided by supporting documentation, including payment of City licensing or permit fees;

10. Any other matter suggesting that the lien reduction is or is not equitable and/or in the best interests of the town.

(5) The special magistrate may make one of the following determinations: the lien is reduced to a specified amount or the request for a reduction is denied. If the reduction is granted, the special magistrate's order shall include a date certain for the payment of the reduced fine/lien and shall include a statement that if the reduced fine/lien is not paid in full on the date provided, the lien/fine amount shall automatically revert back to the original amount.

(c) *Lien releases.* When a lien or reduced lien has been paid in full in accordance with the order of the special magistrate, the town manager, with the town clerk attesting, may execute a release of lien on behalf of the town.

6. *Other lien/fine releases.*

(a) *Partial lien release.* A property owner may petition the town for a partial release of lien where the lien on the violating property has attached to a separate parcel. The following conditions and procedures will apply to such request:

- (1) The subject property, if located within the town, must be free of all outstanding debts (including past due taxes) due to the town and must be in compliance with the town's code of ordinances.
- (2) A partial release of lien cannot be sought for the property where the lien originated.

- (3) All property owned by the petitioner that is located in the town must be in compliance with all town codes prior to the granting of the partial release of lien. This condition may be waived if the subject property is sold within thirty (30) days of the petition.
- (4) Payment must be made to the town of ten percent (10%) of the total lien amount or five thousand dollars (\$5,000.00), whichever is greater.

(b) *Unenforceable lien releases.* A property owner may petition the town for the release of a code compliance lien as legally unenforceable or otherwise uncollectible. The following conditions and procedures will apply to such request:

- (1) The lien is more than twenty (20) years old, or the statute of limitations associated with the collection of the lien has otherwise expired;
- (2) The lien was properly foreclosed by court order;
- (3) The lien was properly discharged in bankruptcy proceeding;
- (4) The property encumbered by the lien is currently owned by the town;
- (5) Any other legal reason that establishes that a lien is legally unenforceable or otherwise uncollectible; and
- (6) The town attorney has determined in writing that the lien is legally unenforceable or otherwise uncollectible based on the conditions herein.

(c) *Lien releases.* When a petition for release or partial release of a code compliance lien has met the conditions under this section, the town manager, with the town clerk attesting, shall be authorized to execute the requested release or partial release of lien on behalf of the town.

7. *Effect of denial on application for subsequent lien reduction or forgiveness.*

(a) If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this policy.

RESOLUTION NO. 2025-__**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING THE INTERIM CODE ENFORCEMENT LIEN REDUCTION AND RELEASE POLICY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, while the lien reduction and release ordinance amendments are being discussed and considered by the Town Council, the Council desires to establish an interim policy for the reduction and release of code enforcement fines/liens (“Interim Policy”) to ensure that all lien reductions and releases are processed and decided in a reasonable, lawful, consistent and equitable manner; and

WHEREAS, the Interim Policy will automatically be repealed on the effective date of the adoption of the lien reduction and release ordinance amendments, if approved by the Town Council; and

WHEREAS, the Town Council has reviewed the Code Enforcement Lien Reduction and Release Policy and has determined that adopting the Policy is in the best interest of the citizens of the Town of Loxahatchee Groves, Florida.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby adopts the interim Code Enforcement Lien Reduction and Release Policy as attached hereto as **Exhibit A**. Said policy will automatically be repealed on the effective date of the adoption of the lien reduction and release ordinance amendments, if approved by the Town Council.

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

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDON, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LISA EL-RAMEY, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PAUL COLEMAN, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS __ DAY OF _____ 2025.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Anita Kane

Valerie Oaks, Town Clerk

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Todd McLendon

Office of the Town Attorney

Councilmember Lisa El-Ramey

Councilmember Paul Coleman

TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2025-__

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

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

WHEREAS, Resolution No. 2016-14 amended and incorporated all fees and charges assessed into one comprehensive fee schedule, which was amended by Resolutions 2017-16, 2017-81, 2018-28, 2018-62, and 2021-70 (collectively, the “Fee Schedule”); and

WHEREAS, Town Council of the Town of Loxahatchee Groves, Florida, desires to revise the Fee Schedule to include petition fees for code enforcement lien reductions and other code enforcement lien releases; and

WHEREAS, the Town Council finds that this amendment to the Fee Schedule serves a public purpose.

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

Section 1: The foregoing recitals in this Resolution are true and correct, form a material part of this Resolution, and serve as the legislative findings of the Town Council.

Section 2: The Town Council of the Town of Loxahatchee Groves hereby amends the Fee Schedule to include the following code compliance petition fees:

- A. Petition for Code Enforcement Lien/Fine Reduction: \$ 500.00
- B. Petition for a Partial Lien Release: \$300.00
- C. Petition for a Release of an Unenforceable Lien: \$100.00

Section 3: This Resolution and the Fee Schedule shall be available at the Town Hall during normal business hours.

Section 4: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5: 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 6: This Resolution shall take effect on upon adoption by the Town Council.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDON, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LISA EL-RAMEY, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PAUL COLEMAN, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS __ DAY OF _____ 2025.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Anita Kane

Valerie Oaks, Town Clerk

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Lisa El-Ramey

Office of the Town Attorney

Councilmember Paul Coleman

Councilmember Todd McLendon

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING CHAPTER 14 “CODE ENFORCEMENT”, BY ADOPTING ARTICLE I “IN GENERAL” TO INCLUDE EXISTING SECTIONS 14-1 THROUGH 14-3; ADOPTING ARTICLE II “LIEN REDUCTIONS AND RELEASES” TO INCLUDE, RENUMBER AND AMEND SECTION 14-4 “GENERALLY” TO PROVIDE GENERAL PROVISIONS APPLICABLE TO LIEN/FINE REDUCTIONS AND RELEASES; TO ADOPT SECTION 14-16 “SPECIAL MAGISTRATE LIEN REDUCTIONS AND RELEASES” TO ADDRESS REDUCTIONS BY SPECIAL MAGISTRATES; AND TO ADOPT SECTION 14-17 “OTHER LIEN RELEASES” TO ADDRESS PARTIAL RELEASES OF LIENS AND RELEASES OF UNENFORCEABLE LIENS AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves wishes to adopt an ordinance to address the criteria for the reduction and release of code enforcement liens and to clarify the reduction and release processes to ensure any and all lien reductions and releases are processed and decided in a reasonable, lawful, consistent, and equitable manner; and,

WHEREAS, the Town Council finds the adoption of the Ordinance serves a public purpose and is in the best interest of the Town.

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

Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2. The Town Council for the Town of Loxahatchee Groves hereby amends Chapter 14 “Code Enforcement” by adopting Article I “In General” to include existing sections 14-1, 14-2, and 14-3 and to adopt Article II “Lien/Fine Reductions and Releases” as follows:

Chapter 14 – CODE ENFORCEMENT

ARTICLE I. – IN GENERAL

* * *

ARTICLE II. – LIEN/FINE REDUCTIONS AND RELEASES

Sec. 14-415. – ~~Application for relief from code enforcement lien~~ Generally.

(a) Petition. Once a code compliance fine or lien has been imposed under this chapter, the property owner (“petitioner”) may submit a written petition to the code compliance division to request one of the following:

1. Fine/lien reduction hearing before the special magistrate;
2. Partial release of a lien; or
3. Release of an unenforceable lien.

(b) Petition fee. Each petition must be submitted to the code compliance division on the form provided by the town along with the non-refundable petition fee. Petition fees shall be set and amended by resolution of the town council and shall be in an amount that reflects the costs incurred by the town to accept and process the petition.

(c) Recording fees. If a release is entered pursuant to this article, the petitioner shall be responsible for the costs of recording the release in the official records of Palm Beach County.

(d) Policies. The town council is authorized to adopt policies, by resolution, that further address criteria to be used by the special magistrate for the reduction of fines; that establish maximum percentages for reductions to be recommended by town administration based on the age of the lien/fine or other equitable basis; and any other reasonable policy.

Sec. 14-16. – Special Magistrate lien/fine reductions and releases.

(a) Preliminary conditions. If the following conditions are met, the petition for a reduction of a lien/fine by the special magistrate will be set for a hearing:

1. An affidavit of compliance has been issued for the real property that confirms the property is in compliance with the violations addressed in the special magistrate’s order.
2. The subject property and all other real property owned by

the petitioner within the town must be in compliance with the town's code of ordinances.

3. All outstanding code enforcement administrative costs and the petition fee have been paid in full.

4. The petitioner has no overdue or delinquent accounts with the town, including but not limited to, town taxes or permit fees.

If the above conditions are not satisfied, the petition will be denied, and the town will mail a copy of the notice of denial to the petitioner by regular U.S. Mail to the address provided in the petition.

(b) *Fine/lien reduction hearing.*

(1) If the preliminary conditions above are met, a hearing will be set, and the town will mail a notice of hearing to the petitioner at least five (5) days prior to the hearing date by regular U.S. Mail to the address provided in the petition.

(2) Failure of the petitioner to attend the hearing will result in the petition being denied, unless otherwise agreed to in writing by the town.

(3) The reduction hearing will be limited to the issue of whether the fine/lien assessed should be reduced, and the hearing shall not be a hearing de novo of the original case. The burden of proof will be on the petitioner to show cause for reducing the fine/lien.

(4) At the hearing, the special magistrate shall consider the following factors:

1. The gravity of the violation;
2. Any action(s) taken by the petitioner to correct the violation(s);
3. Any previous violations committed by the petitioner;
4. Any recommendation of the town administration; and
5. Whether the Applicant or managing member of the Applicant owns other properties in the City, and how many had other code cases or other Code Compliance liens.

6. Whether the Applicant requesting the release owned or was the managing member of the owner of the property for which the lien was placed at the time the lien was placed.

7. Any other factor which may show a hardship on the Applicant requesting the release or which may provide a reasonable basis for the requested relief.

8. The length of time between the ordered compliance date and the date the violation was eliminated;

9. Any actual costs expended by the owner to cure the violation as provided by supporting documentation, including payment of City licensing or permit fees;

10. Any other matter suggesting that the lien reduction is or is not equitable and/or in the best interests of the town.

(5) The special magistrate may make one of the following determinations: the lien is reduced to a specified amount or the request for a reduction is denied. If the reduction is granted, the special magistrate's order shall include a date certain for the payment of the reduced fine/lien and shall include a statement that if the reduced fine/lien is not paid in full on the date provided, the lien/fine amount shall automatically revert back to the original amount.

(c) Lien releases. When a lien or reduced lien has been paid in full in accordance with the order of the special magistrate, the town manager, with the town clerk attesting, may execute a release of lien on behalf of the town.

Sec. 14-17. – Other lien/fine releases.

(a) Partial lien release. A property owner may petition the town for a partial release of lien where the lien on the violating property has attached to a separate parcel. The following conditions and procedures will apply to such request:

(1) The subject property, if located within the town, must be free of all outstanding debts (including past due taxes) due to the town and must be in compliance with the town's code of ordinances.

- (2) A partial release of lien cannot be sought for the property where the lien originated.
- (3) All property owned by the petitioner that is located in the town must be in compliance with all town codes prior to the granting of the partial release of lien. This condition may be waived if the subject property is sold within thirty (30) days of the petition.
- (4) Payment must be made to the town of ten percent (10%) of the total lien amount or five thousand dollars (\$5,000.00), whichever is greater.

(b) Unenforceable lien releases. A property owner may petition the town for a release of a code enforcement lien as legally unenforceable or otherwise uncollectible. The following conditions and procedures will apply to such request:

- (1) The lien is more than twenty (20) years old, or the statute of limitations associated with the collection of the lien has otherwise expired;
- (2) The lien was properly foreclosed by court order;
- (3) The lien was properly discharged in a bankruptcy proceeding;
- (4) The property encumbered by the lien is currently owned by the town;
- (5) Any other legal reason that establishes that a lien is legally unenforceable or otherwise uncollectible; and
- (6) The town attorney has determined in writing that the lien is legally unenforceable or otherwise uncollectible based on the conditions herein.

(c) Lien releases. When a petition for release or partial release of a code enforcement lien has met the conditions under this section, the town manager, with the town clerk attesting, shall be authorized to execute the requested release or partial release of lien on behalf of the town.

~~*Special magistrate to consider applications for lien relief.* All applications for lien reductions, satisfactions and releases, or other matters relating to relief from liens, shall be directed to the special magistrate. The special magistrate shall consider the written request, the statements of the applicant or an authorized agent for the applicant, the recommendation of town administration, and any other information deemed relevant, and render a decision on the application.~~

~~*Payment.* The applicant shall make payment to the town within the timeframe ordered by the special magistrate, which shall be no longer than 30 calendar days from the date of the order. Upon receipt of the required payment, the town manager or his designee shall execute a satisfaction and release on behalf of the town. Should the applicant fail to make payment in a timely manner, the full amount of the lien shall be reinstated as due and payable to the town.~~

Section 3: Conflicts. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 4: Severability. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by the Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

Section 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, and that the Sections of this ordinance may be re-numbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase to accomplish such intention.

Section 6: Effective Date. This ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS ____ DAY OF _____ 2025.

Councilmember _____ offered the foregoing ordinance. Councilmember

_____seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDON, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LISA EL-RAMEY, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PAUL COLEMAN, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ____ DAY OF _____ 2025.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDON, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LISA EL-RAMEY, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PAUL COLEMAN, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Anita Kane

Valerie Oaks, Town Clerk

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Lisa El-Ramey

Office of the Town Attorney

Councilmember Paul Coleman

Councilmember Todd McLendon

DRAFT



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council

FROM: Caryn Gardner-Young, Community Standards Director

THRU: Francine Ramaglia, Town Manager

DATE: July 1, 2025

SUBJECT: Discussion of Interlocal Agreement with Palm Beach County

Background:

Last year's House Bill 457 amended § 163.3180, Florida Statutes, to require counties and municipalities that charge a fee for transportation capacity impacts to create and execute an interlocal agreement for the purpose of mitigating the impacts of new development or redevelopment on the Town's and Palm Beach County's (County) respective transportation facilities.

To that end, the County provided the Town with two proposed interlocal agreements ("ILA's") which are attached for your review. One presents an option in which each entity will collect its respective portion of a transportation capacity impact fee separately. The other authorizes the Town to collect the entire transportation impact fee and remit the portion that represents capacity impacts to County transportation facilities back to the County. Both agreements are predicated on a mutual understanding that the methodology of County's transportation capacity impact fee does not account for development impacts on the Town's transportation system and vice versa.

However, the Town does not impose a transportation impact fee so there may not be a need for either ILA to be considered. In this case, the Town can continue the status quo. Further, the Town received communication from the City of Palm Beach Gardens (City) advising all municipalities not to adopt the ILAs as presented by the County. The City takes the position that House Bill 457 requires more action than what was provided in the proposed ILAs. Attached is a copy of the City's communications.


Recommendations:

Town Council to discuss the ILAs as presented by the County and determine if either ILA should be entered into due to the Town not adopting a transportation impact fee or that the County is not meeting the requirements of House Bill 457 as outlined by Palm Beach Gardens.



MEMORANDUM

TO: Ronald M. Ferris, City Manager

FROM: R. Max Lohman, City Attorney 

DATE: June 17, 2025

RE: Palm Beach County "allegedly" § 163.3180 Compliant Interlocal Agreements (ILAs)

On May 14, 2025, then County Administrator, Verdenia Baker, provided correspondence to you, which enclosed two (2) ILAs that would purportedly satisfy HB 479's requirement to mitigate extra jurisdictional transportation impacts of new development or redevelopment. Ms. Baker's letter misidentifies the operative legislation as "HB 457." No such house bill was introduced in 2024. Further, Ms. Baker's letter summarizes each of the proposed ILAs and the options contained therein. You have asked me to review Ms. Baker's letter and both ILAs and provide a legal analysis. Accordingly, I offer the following:

1. As you know, I played a significant role in both the drafting of HB 479 (2024) and lobbying for its adoption. Ms. Baker does not appear to comprehend the gravamen of the legislation or the proper and legally sufficient means of its implementation.
2. HB 479 does not merely require ILA's between the county and municipalities that charge a transportation impact fee. HB 479 specifically requires that "...the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts." HB 479 then sets forth minimum requirements for the contents of the ILA.
3. The ILA must, at a minimum:
 - a. Ensure that any new development or redevelopment is **not charged twice** for the same transportation **capacity** impacts.
 - b. Establish a **plan-based** methodology for determining the **legally permissible fee** to be charged to a new development or redevelopment.
 - c. Require the county or municipality issuing the building permit to collect the fee, unless agreed to otherwise.

- d. Provide a method for the **proportionate distribution** of the revenue collected by the county **or**¹ municipality to address the transportation capacity impacts of a new development or redevelopment, or provide a method of assigning responsibility for the mitigation of the transportation capacity impacts belonging to the county and the municipality.
4. HB 479 also contains a penalty provision if the required ILA has not been executed by October 1, 2025.
5. The two ILAs proffered by Palm Beach County both fail to address anything other than the mere collection of the county's transportation impact fee. Both ILAs are nothing more than a meager attempt to rebrand the legacy-ILA that many municipalities previously executed with the county, through which the municipalities were simply either collection agents or ticket takers for county impact fee payment vouchers. The subject ILAs do nothing more than reinstitute the old, outdated, and legally insufficient concurrency program that the county has been using for the past 40+ years. The ILAs simply seek to memorialize a method through which the county continues the status quo. The content of the ILAs utterly fail to address any of the requirements mandated by HB 479.
6. The county completely ignores that pursuant to HB 479, the county is required to distribute transportation impact fees that it collects for development or redevelopment in the unincorporated county with adjacent municipalities in an amount proportionate to the impact such development has on the adjacent municipalities' transportation network.
7. The county further ignores HB 479's requirement that development is not charged twice for the same transportation capacity impacts and that only the entity issuing the building permit may collect the fee. The language is clear; there is **one fee** and **one entity** collecting that fee.
8. HB 479 no longer permits the county to charge and collect (or have the municipalities collect) a county transportation impact fee within the municipalities, if the municipality charges its own fee.
9. Additionally, the county's transportation impact fee is a "consumption-based" fee. HB 479 requires that the ILA establish a plan-based methodology for determining the legally permissible fee to be charged. HB 479 no longer permits consumption-based transportation fees.

In conclusion, it is my opinion that neither ILA proffered by the county is legally sufficient. I encourage the city, and all municipalities in the county, to refuse to participate in the county's apparent attempt to violate state law.

¹ Note that the language used is "OR" not "AND." It is mutually exclusive not inclusive.



May 14, 2025

VIA E-MAIL AND U.S. MAIL

County Administration

P.O. Box 1989
West Palm Beach, FL 33402-1989
(561) 355-2040
FAX: (561) 355-3982
www.pbc.gov



**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

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

Re: Fl. Stat. §163.3180 Compliant Interlocal Agreement

Dear Ms. Ramaglia,

On behalf of the Palm Beach County Board of County Commissioners, I am reaching out to initiate discussions regarding the mitigation of the County and the Town of Loxahatchee Groves' respective transportation capacity impact fees within the Town of Loxahatchee Groves' jurisdiction.

As I am sure you are aware, last year's House Bill 457 amended § 163.3180, Florida Statutes, to require counties and municipalities that charge a fee for transportation capacity impacts to create and execute an interlocal agreement for the purpose of mitigating the impacts of new development or redevelopment on our respective transportation facilities.

To that end, I have attached two proposed interlocal agreements ("ILA's") to this letter for your review and consideration. One presents an option in which each entity will collect its respective portion of a transportation capacity impact fee separately. The other authorizes the Town of Loxahatchee Groves to collect the entire transportation impact fee and remit the portion that represents capacity impacts to County transportation facilities back to the County. Both agreements are predicated on a mutual understanding that the methodology of Palm Beach County's transportation capacity impact fee does not account for development impacts on the Town of Loxahatchee Groves' transportation system and vice versa.

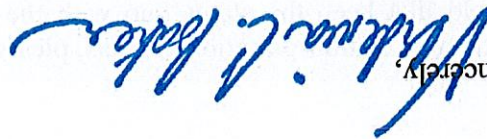
After you have had a chance to discuss the ILA's with your board members, please let us know when you and pertinent staff members are available to convene for further dialogue. If the requirements of Fl. Stat. § 163.3180 do not apply to Town of Loxahatchee Groves' current circumstances or if you would like keep the status quo with the County regarding our respective mitigation of transportation impacts, please let us know.

"An Equal Opportunity
Affirmative Action Employer"

cc: Palm Beach County Board of County Commissioners
 Denise Coffman, County Attorney
 Patrick Rutter, Deputy County Administrator
 David Ricks, County Engineer
 Whitney Carroll, PZB Executive Director
 David Ottey, Chief Litigation Attorney
 Ryan Maher, Assistant County Attorney
 Derrek Moore, PBC Impact Fee Manager
 Joanne Keller, Deputy County Engineer
 Motasem Al-Turk, Director, Traffic Division
 Thuy Shutt, Director, Planning Division
 Khurshid Mohyuddin, Planning Division
 Glen Torcivia, Town Attorney

Enclosures

Verdenia Baker
 County Administrator

Sincerely,


I look forward to further discussions on this matter. Thank you and take care.



INTERLOCAL AGREEMENT FOR COLLECTION OF IMPACT FEES

THIS INTERLOCAL AGREEMENT (the "Agreement") made this ____ day of 20__ and between **Palm Beach County, Florida**, a political subdivision of the State of Florida (hereinafter "County") and **City of _____**, a municipality created pursuant to Laws of Florida, (hereinafter "City") (collectively the "Parties").

WHEREAS, the Board of County Commissioners adopted countywide impact fees pursuant to Section 1.3 of the Palm Beach County Charter; and

WHEREAS, the City has adopted citywide mobility fees pursuant to Section 163.3180, Florida Statutes; and

WHEREAS, § 163.3180, Florida Statutes provides that if a county and municipality charge a developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts; and

WHEREAS, this Agreement is intended to account for the collection and distribution of all County impact fees within the City's jurisdiction; and

WHEREAS, the Parties agree that this Agreement provides for the proportionate mitigation of new development or redevelopment impact on the County's transportation facilities capacity and the distribution of revenue to address transportation capacity impacts based on the Parties' respective transportation fees; and

WHEREAS, the Parties agree that the City's Mobility Fees do not account for the impact new development or redevelopment will have on County transportation facilities within its jurisdiction; and

WHEREAS, the Parties agree that the County's Road Impact Fees do not account for the impact new development or redevelopment will have on City transportation facilities; and

WHEREAS, therefore the Parties agree that requiring the City's building permit applicant's to pay County Road Impact Fees will not result in applicant's paying twice for the same transportation capacity impacts; and

WHEREAS, the Parties agree that the collection and distribution of the City's Mobility Fees shall be the sole responsibility of the City; and

WHEREAS, Section 13.A.7.A.3 of the Palm Beach County Unified Land Development Code (ULDC) provides that the City may collect impact fees under the aforementioned section acting only as collecting agent for PBC. Such municipalities shall be responsible to PBC for the proper collection and remittance of impact fees, but shall not be liable for the inadvertent miscalculation of impact fee amounts.

WHEREAS, pursuant § 163.3180, Florida Statutes, Parties agree that the City is authorized to collect County road impact fees from City building permit applicants; and

WHEREAS, the Parties agree to use the method of collection provided in 13.A.7.A.3 of the ULDC to authorize the City to require that all building permit applicants make payment of all County impact fees to the City for collection and remittance to the County Finance Department within 15-calendar days following the month in which the impact fees are collected; and

WHEREAS, this interlocal agreement is adopted pursuant to Section 13.A.7.A.3 of the ULDC and § 163.3180, Fl. Stat.

For and in consideration of the mutual terms and conditions set forth herein, the parties hereto hereby agree as follows:

1. **Municipality as Collecting Agent.** The County and the City agree that the City shall collect impact fees under this Section acting only as collecting agents for PBC. Such City shall be responsible to PBC for the proper collection and remittance of impact fees, but shall not be liable for the inadvertent miscalculation of impact fee amounts. Where County Impact Fees are required to-be paid, the City shall not issue any building permit or development order until such time as such fees are paid by the feepayer.
2. **Administration.**

- (a) The City collecting the impact fee shall be entitled to retain three and two-fifths percent of the funds collected as an administrative fee not to exceed the costs associated with the collection of the impact fees. All impact fees collected by the municipalities, less the administrative fee, shall be remitted to the County Finance Department within 15-calendar days following the month in which the impact fees are collected. One draft may be used to remit the funds to PBC. Funds received from the municipalities shall be deposited promptly in the appropriate impact fee trust fund.

- (b) In the event a municipality fails for two or more consecutive months or for any three months in a calendar year period to remit impact fees by the 25th calendar day of the month following the end of the month in which the impact fees are collected, the municipality shall pay simple interest at the Statutory rate on the entire amount collected but not yet remitted to PBC. Interest shall accrue beginning the first day of the month following the end of the month in which the affected impact fees were collected by the municipality. For the purposes of this Section, funds shall be considered to have been remitted to PBC on the date postmarked, if transmitted by certified mail with the proper postage.

- (c) If receipts are transferred in accordance with this Section, the City may retain any interest earned on impact fees collected prior to the transfer of the funds to PBC in addition to the administrative fee to offset the costs of collecting, remitting, and accounting for the funds. Records shall be maintained by the Local Government to ensure proper accounting controls. PBC shall have the authority to audit the records of any municipality to ensure the procedures and standards of this Section are being met by the municipality. Public reports on impact fees shall be provided by the Impact Fee Manager, on at least an annual basis, and distributed to each municipality. Such reports will account for receipts of impact fees for each impact fee, by benefit zone and municipality, and encumbrances and expenditures of the funds by benefit zone.

- (d) The Impact Fee Manager shall furnish such information and advice to the municipalities necessary to ensure proper collection, remittance, accounting, controls, and auditability.

3. **Refunds.** Any refunds requested shall be processed through the County Impact Fee Manager. In the event a refund is applied for, the City shall confirm that the building permit or development order for the development upon which the impact fees were paid is of no further force and effect. The City shall not thereafter allow any renewal or extension of the building permit or development order until such time as the impact fees have been paid.

4. **Failure of Funds Clearing.** The County shall notify the City and feepayer if the funds for impact fees do not clear. The City shall not perform any further inspections if the outstanding fees are not paid within 10 days, pursuant to Section 13.A.14.A of the ULD.C.

5. **Covenant.** If a covenant is necessary as determined by the Impact Fee Manager, the City shall not issue the building permit or development order until the Impact Fee Manager notifies the City that the Covenant is executed by the property owner and other necessary persons in recordable form.

WITNESSETH

6. **Credits, Independent Fee Calculations.** Where a feepayer has made a request to the Impact Fee Manager for credits, an independent fee calculation, or for any other reason, the City shall cooperate with the County and feepayer by providing to the County and feepayer information and documents in the City's control.

7. **Code.** The County shall provide the City with access to Article 13 of the ULDC so that the City may ascertain what development orders and building permits must be referred to the County for calculation and payment of impact fees.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and includes PBC Article 13 of the ULDC by reference. It may be amended from time to time by the mutual agreement of the parties executed with the same formality as this agreement. Either party may cancel this Agreement with ninety (90) days advance written notification to the other party.

9. **Governing Law and Dispute Resolution.** This Agreement shall be governed by and in accordance with the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. 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 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. In any action brought by either party to enforce this Agreement, each party shall be responsible for its own attorneys' fees and costs. Each party also agrees to waive any and all rights to a trial by jury for any and all disputes or claims which may be related to or arise out of this Agreement.

10. **Notice.** All notices required or allowed under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

All notice to the City shall be sent to:

All notice to the County shall be sent to:

Palm Beach County
Impact Fee Office
2300 N. Jog Road
West Palm Beach, FL 33411-2741
Attn: Derrek Moore, Impact Fee Manager

11. **Joint Effort.** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one party than the other.

12. **Execution.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. **Legal Compliance.** The County and the City shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this Agreement.

14. **Office of the Inspector General.** The County has established the Office of the Inspector General in Palm Beach County Code, Section 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 County contracts, transactions, accounts and records to require the production of records, and to audit, investigate, monitor, and inspect the activities of the parties, their officers, agents, employees, and lobbyists 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 violation of Palm Beach County Code, Section 2-421 – 2-440 and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-

degree misdemeanor.

15. Public Records. Each party shall be responsible for its own public records related to this Agreement, pursuant to Chapter 119, F.S.

16. Severability. If any section, paragraph, sentence, clause or provision of this Agreement is for any reason held by a court of competent jurisdiction to be unconstitutional, improper, or void, such holding shall not affect the remaining portions of this Agreement.

17. Third Party Beneficiaries. No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including, but not limited to, any citizen or employees of the County and/or the City.

18. Assignment. Neither the County nor the City shall assign, sublet, convey or transfer its interest in this Agreement, in whole or in part, at any time.

19. Effective Date. This Agreement shall become effective _____, 2025.

20. Filing. The County shall, upon the execution by both parties, immediately file this Agreement with the Clerk of the Circuit Court of Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and sealed this ____ day of _____, 2025.

CITY
BOARD OF COUNTY COMMISSIONERS
Palm Beach County, Florida

By: _____, Mayor
ATTEST:
Joseph Abruzzo,
Clerk of the Circuit Court and Comptroller

By: _____
TOWN CLERK

By: _____
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
City Attorney

By: _____
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

By: _____
Impact Fee Manager

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Impact Fee Manager

INTERLOCAL AGREEMENT FOR COLLECTION OF IMPACT FEES

THIS INTERLOCAL AGREEMENT (the "Agreement") made this ____ day of 20__ and between **Palm Beach County, Florida**, a political subdivision of the State of Florida (hereinafter "County") and **City of _____**, a municipality created pursuant to Laws of Florida, (hereinafter "City") (collectively the "Parties").

WHEREAS, the Board of County Commissioners adopted countywide impact fees pursuant to Section 1.3 of the Palm Beach County Charter; and

WHEREAS, the City has adopted citywide mobility fees pursuant to Section 163.3180, Florida Statutes; and

WHEREAS, § 163.3180, Florida Statutes provides that if a county and municipality charge a developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts; and

WHEREAS, this Agreement is intended to account for the collection and distribution of all County impact fees within the City's jurisdiction; and

WHEREAS, the Parties agree that this Agreement provides for the proportionate mitigation of new development or redevelopment impact on the County's transportation facilities capacity and the distribution of revenue to address transportation capacity impacts based on the Parties' respective transportation fees; and

WHEREAS, the Parties agree that the City's Mobility Fees do not account for the impact new development or redevelopment will have on County transportation facilities within its jurisdiction; and

WHEREAS, the Parties agree that the County's Road Impact Fees do not account for the impact new development or redevelopment will have on City transportation facilities; and

WHEREAS, therefore the Parties agree that requiring the City's building permit applicant's to pay County Road Impact Fees will not result in applicant's paying twice for the same transportation capacity impacts; and

WHEREAS, the Parties agree that the collection and distribution of the City's Mobility Fees shall be the sole responsibility of the City; and

WHEREAS, Section 13.A.7.A.2 of the Palm Beach County Unified Land Development Code (ULDC) provides that the City may require direct payment of impact fees to the County pursuant to this Agreement; and

WHEREAS, pursuant § 163.3180, Florida Statutes, Parties agree that County is authorized to collect its road impact fees directly from City building permit applicants; and

WHEREAS, the Parties agree to use the method of collection provided in 13.A.7.A.2 of the ULDC to authorize the City require that all building permit applicants make direct payment of all County impact fees directly to the County for collection; and

WHEREAS, this interlocal agreement is adopted pursuant to Section 13.A.7A.2 of the ULDC and § 163.3180, Fl. Stat.

WITNESSETH

For and in consideration of the mutual terms and conditions set forth herein, the parties hereto hereby agree as follows:

1. **Direct payment.** The County and the City agree that the City shall require the payment of impact fees directly to the County by the feepayer. Where County Impact Fees are required to-be paid, the City shall not issue any building permit or development order until such time as such fees

are paid to the County by the feepayer.

2. Administration.

(a) The City shall direct all persons required to pay County Impact Fees to the Palm Beach County Building Division (hereinafter "Building Division") to provide the Impact Fee Office with all or a portion of the plans and specifications with square footage and land use information for review by the Impact Fee Office. The Impact Fee Office shall review the plans and specifications for purposes of calculating the impact fees required under the ULD, Article 13. The City after consultation with the Impact Fee Manager, if necessary, shall provide the location and a description of the land use which will be built or, if not restricted to only that use, the permitted land use(s) having the greatest impact on capital facilities. The City shall designate a contact person for purposes of describing the land use and answering impact fee related questions, such as the proper category of a proposed use for assessing impact fees. The County shall assign an Impact Fee Municipal (hereinafter "MU") number, which shall be the means of tracking the review and approval. The County shall complete its calculation of the impact fees within six (6) business days of its receipt of the portion of the plans and specifications and information as to the land use description and categorization provided by the City; provided, however, if the feepayer seeks a credit, independent fee calculation, appeals the assessment, or a covenant is necessary, this six (6) day period shall not apply.

(b) The County shall stamp the plans and specifications with a standard-form stamp and shall set forth therein the amount of impact fees paid, the MU number, the impact fee zones, and the particular land use involved. On a separate form as established by the Impact Fee Manager, the County shall detail the information upon which the fee amount is based. This stamp and form shall constitute official notice that the Impact Fees have been paid. This form shall be provided to the feepayer and City. The City shall incorporate into the review plans and specifications the sheet setting forth the square footage and land use with the impact fee stamp of the County, or if the entire set of plans are submitted to the County and the impact fees are calculated and sent to the City prior to the City's review of the plans, the City shall use the stamped plans as its review and approved plans.

(c) The City may request County-determination of impact fees prior to its acceptance of an application for a building permit or development order, or prior to Municipal review of such application. These plans shall remain on file with the City. The City shall not allow any revision to the plans or specifications or any change in land use as submitted to the County pursuant to this paragraph 2 (a) and (b) except those which have been approved by the Impact Fee Office and for which impact fees have been paid. Amendments shall be approved with the same formality as the original land use and plans using the stamp and form. This stamp shall constitute official notice that the Impact Fees have been paid.

(d) The County shall designate a contact person or persons for any inquiries that the City may have relative to impact fees.

(e) The City shall provide the County with a copy of the primary Building Permit.

3. **Refunds.** Any refunds requested shall be processed through the County Impact Fee Manager. In the event a refund is applied for, the City shall confirm that the building permit or development order for the development upon which the impact fees were paid is of no further force and effect. The City shall not thereafter allow any renewal or extension of the building permit or development order until such time as the impact fees have been paid.

4. **Failure of Funds Clearing.** The County shall notify the City and feepayer if the funds for impact fees do not clear. The City shall not perform any further inspections if the building permit is of no further force and effect pursuant to Section 13.A.14.A of the ULD.

5. **Covenant.** If a covenant is necessary as determined by the Impact Fee Manager, the City shall not issue the building permit or development order until the Impact Fee Manager notifies the City that the Covenant is executed by the property owner and other necessary persons in recordable form.

6. **Administrative Fee.** The administrative fee set forth in Section 13.A.7, 8 shall accrue to

the County and not to the City. The County shall not charge the City for any services associated with the collection of impact fees, as set forth in this interlocal agreement or Article 13 of the ULDC.

7. Credits, Independent Fee Calculations. Where a feepayer has made a request to the Impact Fee Manager for credits, an independent fee calculation, or for any other reason, the City shall cooperate with the County and feepayer by providing to the County and feepayer information and documents in the City's control.

8. Code. The County shall provide the City with access to Article 13 of the ULDC so that the City may ascertain what development orders and building permits must be referred to the County for calculation and payment of impact fees.

9. Prohibition. The City shall not collect any impact fees assessed pursuant to Article 13 of the ULDC.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties. It may be amended from time to time by the mutual agreement of the parties executed with the same formality as this agreement. Either party may cancel this Agreement with ninety (90) days advance written notification to the other party.

11. Governing Law and Dispute Resolution. This Agreement shall be governed by and in accordance with the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. 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 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. In any action brought by either party to enforce this Agreement, each party shall be responsible for its own attorneys' fees and costs. Each party also agrees to waive any and all rights to a trial by jury for any and all disputes or claims which may be related to or arise out of this Agreement.

12. Notice. All notices required or allowed under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

All notice to the City shall be sent to:

All notice to the County shall be sent to:

Palm Beach County
Building Division
2300 N. Jog Road
West Palm Beach, FL 33411-2741
Attn: Doug Wise, Director

13. Joint Effort. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one party than the other.

14. Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Legal Compliance. The County and the City shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this Agreement.

16. Office of the Inspector General. The County has established the Office of the Inspector General in Palm Beach County Code, Section 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 County contracts, transactions, accounts and records to require the production of records, and to audit, investigate, monitor, and inspect the activities of the parties, their officers, agents,

employees, and lobbyists 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 violation of Palm Beach County Code, Section 2-421 – 2-440 and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

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18. Severability. If any section, paragraph, sentence, clause or provision of this Agreement is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Agreement.

19. Third Party Beneficiaries. No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including, but not limited to, any citizen or employees of the County and/or the City.

20. Assignment. Neither the County nor the City shall assign, sublet, convey or transfer its interest in this Agreement, in whole or in part, at any time.

21. Effective Date. This Agreement shall become effective January 3, 2022.

22. Filing. The County shall, upon the execution by both parties, immediately file this Agreement with the Clerk of the Circuit Court of Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and sealed this ____ day of _____, 202__.

CITY
BOARD OF COUNTY COMMISSIONERS
Palm Beach County, Florida

By: _____
_____, Mayor

ATTEST:

TOWN CLERK
Joseph Abruzzo,
Clerk of the Circuit Court and Comptroller

By: _____
(Deputy Clerk)

(DATE)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Impact Fee Manager



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Jeff Kurtz, Project Manager

VIA: Francine Ramaglia, Town Manager

DATE: July 1, 2025

SUBJECT: Discussion of Sheltering Palms Foundation's Request for Release of a Conservation Easement on their Property

Background:

The Town has received an offer to release a conservation easement on property located off of E Road. The offer from the owner is as follows:

The Board for Sheltering Palms Foundation has agreed to a \$150,000 payment to the town for the release of the conservation easement on the Track 47 Block D 20-acre parcel on E Road (PCN: 41-41-43-17-01-447-0010).

The property is located immediately west of 1300 D Road. The property was once owned by the current owners of 1300 D Road. The County had established a conservation easement a two- acre portion of the property. The conservation easement was located on the south eastern portion of the property. The present owner of the property, Sheltering Palms Foundation, acquired the property through a foreclosure on the property. They had made a loan to the former owner of the property. Prior to Sheltering Palms Foundation loaning the money to their predecessor in title, the former owner had denuded the conservation easement and their no longer exists even a remnant of the plantings that had existed. At the time Sheltering Palms Foundation had made the loan to the former owner they had not done a sufficient title search on the property to recognize there was a conservation easement or code enforcement lien attached to the property. The code enforcement lien had to do with a code violation on the adjacent 1300 D property, but it attached to the Sheltering Palms Foundation property because at the time of the violation both properties were under a common ownership. At the time of the loan the Sheltering Palms Foundation property had been transferred to different but related entity to the owner of 1300 D Road.

Sheltering Palms Foundation does not bear responsibility for the denuding of the conservation easement, but as the current owners of the property they are the affected party. The property is



155 F Road Loxahatchee Groves, FL 33470

currently on the market for just under 3 million dollars. The offers they have received for the 20 acres have been approximately 20% below the asking price. The existence of the conservation easement and code enforcement lien are affecting the marketability of the property. The owner would like to resolve the issues and move forward. It is staff's opinion that the offer of \$150,000 is less than it would cost the owner to re-establish the conservation area. The owner does not want to re-establish the area. Monitoring of the re-establishment of the area would be difficult for the Town and take a great deal of time. The conservation easement does not grant access to the easement area to the public. It may be advantageous to the Town to accept money in exchange for the release of the easement and use the received funds to acquire or protect an area that already has mature planting to preserve and maintain.

The owner's representative has met with most of the Council members individually to explain the situation and is requesting Council direction on the offer, so that if it is rejected or a counteroffer made, he can take that information back to the Sheltering Palms Foundation. Sheltering Palms Foundation is a charitable foundation. Their representative will be available by zoom to discuss the issue with Council at the July 1st meeting.

Staff is still in the process of evaluating the other conservation easements received by the Town from the County.

Recommendation:

Town Council review and direction with respect to the offer from Sheltering Palms Foundation.