

TOWN OF LOXAHATCHEE GROVES

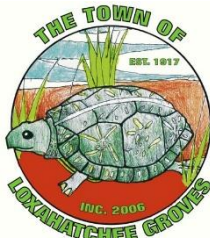
TOWN HALL COUNCIL CHAMBERS

155 F. ROAD, LOXAHATCHEE GROVES, FL 33470

TOWN COUNCIL REGULAR MEETING/FINAL BUDGET MEETING

AGENDA

SEPTEMBER 17, 2025 – 6:00 PM



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

Anita Kane, Mayor (Seat 3)

Marge Herzog, Vice Mayor (Seat 5)

Todd McLendon, Councilmember (Seat 1)

Lisa El-Ramey, Councilmember (Seat 2)

Paul T. Coleman II, Councilmember (Seat 4)

Administration

Town Manager, Francine L. Ramaglia

Town Attorney, Jeffrey S. Kurtz, Esq.

Town Clerk, Valerie Oakes

Community Standards Director, Caryn Gardner-Young

Public Works Director, Richard Gallant

Chief Finance Officer, David DiLena of Projected Point, Inc.

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 Noon day of the meeting. Comments will be "received and filed" to be acknowledged as part of the official public record of the meeting. Town Council meetings are livestreamed and close-captioned for the general public via our website, instructions are posted there.

PRESENTATIONS

1. Presentation on CRS, Water Control, and Watershed Master Plan by Public Works Director Richard Gallant and Randy Wertepny of Keshavarz & Associates, Inc.
2. Presentation on Legislative Updates by Ron Book of Ronald L. Book, P.A.

CONSENT AGENDA

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

FIRST BUDGET PUBLIC HEARING

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

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

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

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

DISCUSSION

- 8. Discussion on Update on Community Meeting regarding Master Transportation Plan
- 9. Discussion on Local Bill Prohibiting the Use of Fireworks in Loxahatchee Groves

TOWN STAFF COMMENTS

Town Manager Francine L. Ramaglia

Town Attorney Jeffrey S. Kurtz, Esq.

Town Clerk Valerie Oakes

Community Standards Director Caryn Gardner Young

Public Works Director Richard Gallant

Chief Financial Officer David DiLena of Projected Point, Inc.

TOWN COUNCILMEMBER COMMENTS

Councilmember Todd McLendon (Seat 1)

Councilmember Lisa El-Ramey (Seat 2)

Councilmember Paul T. Coleman II (Seat 4)

Vice Mayor Marge Herzog (Seat 5)

Mayor Anita Kane (Seat 3)

ADJOURNMENT

Comment Cards:

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

Published and Posted on Thursday, September 11, 2025

By: Valerie Oakes, CMC, Town Clerk



155 F Road Loxahatchee Groves, FL 33470

Agenda Item #

TO: Town Council

FROM: Richard Gallant, Public Works Director

VIA: Francine Ramaglia, Town Manager

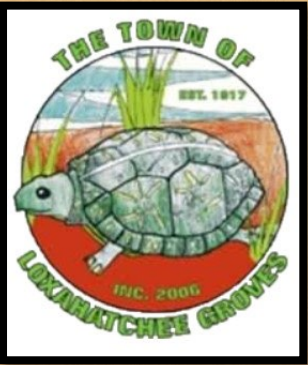
DATE: September 17, 2025

SUBJECT: Presentation on CRS, Water Control, and Watershed Master Plan

Background:

The Public Works Director and Randy Wertepny from Keshavarz and Associates, will present information on the FEMA Community Rating System as well as an update on the Water Control Plan and the Watershed Master Plan

Recommendations: Receive and File



Town of Loxahatchee Groves

Item 1.

Drainage

For the Town Council:

Anita Kane	—	Mayor
Margaret Herzog	—	Vice Mayor
Todd McLendon	—	Councilmember
Lisa El-Ramey	—	Councilmember
Paul Coleman	—	Councilmember

September 17, 2025



Community Rating System

For a Florida community, voluntary participation in the CRS can provide **lower flood insurance costs for residents, stronger resilience against flooding, and long-term economic and safety benefits.**

1. Flood Insurance Premium Discounts

- The CRS program is tied to the **National Flood Insurance Program (NFIP)**.
- Communities earn points for implementing floodplain management practices that go above FEMA's minimum standards.
- The more points earned, the higher the CRS "class rating," which translates directly into **discounts on NFIP flood insurance premiums** for property owners.
- Discounts range from **5% to 45%**, depending on the community's CRS class.
- For Florida, where flood insurance is often required and costly, this can save homeowners **hundreds or even thousands of dollars each year.**

Community Rating System

2. Reduced Flood Risk

- CRS encourages and rewards proactive floodplain management.
- Communities adopt best management practices to reduce flood risk and improve response.
- These steps **lower the risk of flood damage**, protecting both people and property.

3. Improved Public Safety and Resilience

- CRS requires outreach, education, and planning activities.
- Residents gain more knowledge about flood hazards, evacuation procedures, and property protection. Communities become more **resilient to hurricanes and heavy rainfall events**.

Community Rating System

4. Financial Benefits for the Community

- Beyond individual savings, widespread insurance discounts mean more money stays in the local economy.
- Lower flood losses mean **fewer recovery costs for local government** after a storm.
Participation can also make a community **more competitive for grants** (e.g., FEMA Hazard Mitigation Assistance).

Community Rating System

Next Steps:

1. Investigate CRS participation in similar and nearby communities
Online resources contain
samples of reports and
more information on specific activities
ratings and rewards from CRS/NFIP
2. Review portfolios for consultants who specialize in the CRS program
3. Discuss with neighboring municipalities and other CRS participants to learn more about their experiences

Community Rating System

Getting Started:

1. Contact CRS, complete an application, and compile documentation of programs that already exist
2. Review submittal with CRS specialist to finalize details
3. Maintain records and report annually to keep discounts active

Coordinator's Manual:

<https://crsresources.org/manual/>

Activities:

https://crsresources.org/files/2017-manual/crs_master_list_of_elements-2017_manual.pdf

Community Rating System (CRS) Creditable Activities

19 Activities under Four main Categories:

300 Public Information Activities

400 Mapping and Regulations

500 Flood Damage Reduction Activities

600 Warning and Response

Table 110-1: Classes, Credit Points, and Premium Discounts

Class	Credit Points (cT)	Premium Reduction
1	4,500+	45%
2	4,000-4,499	40%
3	3,500-3,999	35%
4	3,000-3,499	30%
5	2,500-2,999	25%
6	2,000-2,499	20%
7	1,500-1,999	15%
8	1,000-1,499	10%
9	500-999	5%
10	0-499	0

Some minus-rated policies may not be eligible for premium discounts.



Water Control Plan

Required by the State for water control districts (Section 373.036)

Details organization, assets and operations of the water control entity

Units of Development for targeted improvements to address specific areas and secondary drainage systems

Water use initiative to enhance Town management of canal system

Short-term (current) scope

Watershed Master Plan

More appropriate for longer range, bigger picture planning

Planning improvements and growth of the existing system beyond current day-to-day management

Includes considerations for water quality, adaptation to climate conditions, and regional impacts



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine Ramaglia, Town Manager
DATE: September 17, 2025
SUBJECT: Presentation on Legislative Update by Ron Book of Ronald L. Book, P.A.

Background:

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

Attached is the Palm Beach County Legislative Delegation Public Hearing Schedule.

Recommendation:

N/A



PALM BEACH COUNTY LEGISLATIVE DELEGATION

301 NORTH OLIVE AVENUE, SUITE 701.6
WEST PALM BEACH, FLORIDA 33401
561-355-2406
WWW.PALMBEACHDELEGATION.COM

PUBLIC HEARING SCHEDULE

2025-2026

PUBLIC HEARINGS

Election of Chair and Vice-Chair and Public Hearing

Tuesday, September 30, 2025

10:00 am- 12:00 pm

Canyon Branch County Library
8915 Senator Joe Abruzzo Ave
Boynton Beach, Florida 33472

Public Hearing

Thursday, October 23, 2025

10:00 am – 12:00 pm

Wellington Community Center
12150 Forest Hill Boulevard
Wellington, FL 33414

Local Bill and Public Hearing

Thursday, November 13, 2025

9:00 am – 12:00 pm

Els Center of Excellence
18370 Limestone Creek Rd.
Jupiter, FL 33458

Anyone interested in addressing the Legislative Delegation at a Public Hearing should call the Delegation Office at 561-355-2406 or email VNowlan@pbc.gov or KIngram1@pbc.gov



155 F Road Loxahatchee Groves, FL 33470

DATE: September 17, 2025

TO: Town Council of Town of Loxahatchee Groves

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

SUBJECT: Consideration of Resolution No. 2025-74 Regarding Employment Agreement for Town Manager

Background:

At its meeting on May 1, 2025, Town Council directed the Mayor to negotiate an Agreement with the Town Manager to continue on as Town Manager beyond the expiration of the current agreement on September 30, 2025. They have met and the Town Manager has met with other Councilmembers and offered to meet with all Councilmembers concerning the provisions of an acceptable contract. The attached agreement sets forth and terms and conditions under which she would be willing to continue on as Town Manager. If approved by the Town Council the Agreement is legally sufficient and could be entered into by the parties. The substantial terms of the Employment Agreement are as follows:

- Effective September 17, 2025 through September 30, 2028
- Base Salary of \$160,000.00
- Council may increase Base Salary by majority vote without written amendment
- Town Manager shall be awarded any cost of living or any other across-the-board increases provided to other Town employees without specific approval of the Town Council.
- Paid Time Off (PTO) is accrued bi-weekly at 180 hours per year; Town Manager may carry over up to 360 hours each fiscal year; and all accrued and unused PTO is payable upon separation, regardless of the reason for separation
- Holidays are the same as other employees
- Town Manager shall receive Management Leave in accordance with the Human Resources Policy Manual
- Town Manager presently declines the Town's health insurance, but will receive an annual payment towards the cost of insurance she maintains and pays for from a previous employer. At a future time, she may join the Town's plan due to a qualifying event
- Town Manager is entitled to the other benefit programs as other employees (e.g. dental, vision, short- and long-term disability).



155 F Road Loxahatchee Groves, FL 33470

- Town Manager has entered into the DROP program under Florida Retirement System and while the Town has to pay into the FRS based on her employment with the Town, she no longer accrues any increase in benefits as a result of those contributions. The agreement calls for an annual payment of \$35,000 into a 401 or 457 retirement plan of the Town Manager's choosing.
- Town Manager receives other benefits as provided to other Town employees
- Consistent with benefits provided to all employees the Town Manager continues to be provided a term life policy in an amount equal to Base Salary, or any amount provided to other employees, whichever is greater
- Severance Pay provided for Termination Without Cause remains at the same level paid under the existing contract at 20 weeks of Base Salary
- Severance Pay is not provided for: Termination With Cause; Resignation; Expiration of Term; or Death
- Town will provide 30 days' notice of intent to Terminate Without Cause; Town Council may vote to record a Termination Without Cause as a "Resignation" in the personnel file without impacting severance pay under the Termination Without Cause provision
- Termination With Cause does not require advance notice; "With Cause" is defined, but excludes actions or inactions over which the Town Manager did not have knowledge, authority or control and which occurred prior to June 10, 2022
- Town Manager may resign with 60 days' notice
- Town Manager may participate in a Post-Termination Name Clearing Meeting
- Agreement supersedes all prior agreements or representations, oral or written
- Agreement reiterates the nature of the Council- Manager form of government and the roles and responsibilities of the Town Council and Manager as set forth in the Town Charter and Code of Ordinances
- The Agreement contains a provision that the Town Manager and Town Council finalize and implement a Strategic Plan for the Town by March 1, 2026. That plan would be monitored, subject to revision and serve as a guidepost for evaluation of the organization throughout the term of the Agreement.
- The requirement for a supermajority vote of Council to terminate the Manager would survive a potential charter amendment to alter that requirement.
- Damages under any potential cause of action the Manager may have for constructive dismissal or other action are limited to the severance payment amount for termination without cause.

Recommendation:

Move that Town Council adopt Resolution No. 2025-74 approving the Employment Agreement for Town Manager with Francine L. Ramaglia.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2025-74

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING AN EMPLOYMENT AGREEMENT FOR TOWN MANAGER WITH FRANCINE L. RAMAGLIA AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Francine L. Ramaglia has been the Town Manager for the Town of Loxahatchee Groves since October 1, 2022, having previously served the Town as Interim Town Manager and Assistant Town Manager; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves (“Town”) has requested Francine L. Ramaglia to continue on in the position of Town Manager, beyond the expiration of the current employment agreement between the parties; and

WHEREAS, Francine L. Ramaglia desires to continue to be employed by the Town in the position of Town Manager under certain terms and conditions; and

WHEREAS, the Town and Francine L. Ramaglia desire to enter into an Employment Agreement setting forth the terms of Ms. Ramaglia’s continued employment as Town Manager; and

WHEREAS, pursuant to Section 4(3)(a) of the Town’s Charter, the Town Manager shall be appointed by Resolution approving an employment contract.

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 Manager with Ms. Ramaglia, attached to this Resolution as Exhibit “A”.

Section 3. The term of the Agreement and the continued appointment of Francine L. Ramaglia as Town Manager shall commence immediately upon adoption of this Resolution by the Town Council of the Town of Loxahatchee Groves, and continue to run through September 30, 2028, unless earlier terminated in accordance with the provisions of the Agreement.

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 18TH DAY OF SEPTEMBER, 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
FRANCINE L. RAMAGLIA FOR TOWN MANAGER**

THIS AGREEMENT is made and entered between FRANCINE L. RAMAGLIA ("EMPLOYEE" or "MANAGER") 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 Manager Agreement ("Agreement"); and

WHEREAS, on May 3, 2022, the Council approved EMPLOYEE to be appointed temporarily to the role of Interim Town Manager and the Parties entered into an Employment Agreement for Interim Town Manager on June 7, 2022 ;and

WHEREAS, on June 21, 2022, the Council competitively selected EMPLOYEE to be appointed to the role of Town Manager and directed an Employment Agreement be prepared; and

WHEREAS, the Town entered into a contract to employ EMPLOYEE as Town manager for a term beginning on October 1, 2022 and ending on September 30, 2025; and

WHEREAS, the Town wishes to continue EMPLOYEE's employment as Town Manager and enter into this agreement with the EMPLOYEE effective September 17, 2025; and

WHEREAS, the parties agree that this Agreement shall supersede prior versions and reflect the updated terms, protections, and obligations set forth herein.

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 Section 4(3) (a)of the Town Charter, the Town Council appoints EMPLOYEE as its Town Manager who is the Chief Administrative Officer of the TOWN and as such shall direct and supervise 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 MANAGER as a regular full-time, exempt employee and MANAGER hereby accepts such employment.

II. DEFINITIONS

For the purposes of this Agreement the following terms are defined to give context and understanding of how communication and direction occurs between the TOWN and MANAGER.

TOWN – the municipal corporation the Town of Loxahatchee Groves which is a party to this Agreement.

Town Council – the governing body of the Town consisting of five individual Council Members. The Town Council exercises the power and authority of the Town by a vote of the majority of members at a meeting where there is a quorum of the membership present and voting.

Council Members – the five individuals who hold the office Mayor and Council Members. As individuals they do not have, by virtue of their office, any power or authority over the governance or operations of the Town accept when they act in concert with each other at a meeting of the Town Council. They do have the

individual right to inquire and gather information concerning TOWN business and affairs, which is necessary for their deliberations as a member of Town Council, so they can effectively participate in the governance of the TOWN.

III. DUTIES AND RESPONSIBILITIES

The MANAGER shall be responsible to the Town Council and shall perform the functions and duties of the Town Manager as provided in the Policies and Procedures of Town, as provided by Florida Law, the Palm Beach County Code of Ethics, the Town's Charter and Code of Ordinances, the direction of the Council, and as mutually agreed to by the MANAGER and TOWN from time to time, as well as the functions and duties of the Chief Administrative Officer of the Loxahatchee Groves Water Control District.

The MANAGER shall be responsible only to the Town Council and shall satisfactorily perform the duties of Town Manager as determined by the Town Council. The Town Council shall be responsible for setting Policy and the MANAGER shall be responsible for implementing Policy. The MANAGER shall have the authority and responsibility to direct and supervise the operation of the TOWN and to appoint, employ, recognize, and terminate the employment or services of such individuals as may be necessary for the proper and efficient operation of the TOWN in accordance with applicable laws, policies, practices and rules.

A. PERSONNEL MANAGEMENT AND ORGANIZATIONAL AUTHORITY

In accordance with the Town Charter, Town Ordinances and applicable Florida law, the MANAGER shall have exclusive administrative authority over all Town personnel and internal operations, with the exception of the Town Attorney and matters under the Town Attorney's direction. This includes the authority to appoint, promote, discipline, and remove employees; to create, modify, and assign job duties; and to organize or reorganize Town departments, reporting relationships, and staff functions as necessary to support efficient, lawful, and professional governance.

The MANAGER shall serve as the sole point of administrative supervision over Town employees. All questions, concerns, or comments regarding staff duties, performance, or operations shall be directed to or through the MANAGER, preserving the chain of command and protecting the Manager's administrative authority, as provided in the Town Charter § 4(3)(d)(2).

Pursuant to the Town Charter § 5(14), except for the purposes of inquiry and information, Council Members are expressly prohibited from interfering with the performance of the duties of any employee of the town government who is under the direct or indirect supervision of the town manager or town attorney.

The MANAGER shall develop and implement the Town's organizational chart, staffing assignments, and internal administrative policies without requirement for Council approval, except where explicitly required by the Town Charter, collective bargaining agreements, or other applicable law. All such actions shall comply with the Town's adopted budget and legal standards.

These provisions confirm the MANAGER's role as Chief Administrative Officer and uphold the principle of administrative independence essential to the Town's Council-Manager form of government.

B. GOVERNANCE AND COMMITMENT TO CIVILITY AND ETHICAL CONDUCT

The Town operates under a Council-Manager form of governance as mandated by the Town Charter Section 1(2). The Council-Manager form of government requires Town Council and MANAGER to

operate in partnership within their defined roles: The Town Council provides legislative leadership and policy direction, and the MANAGER implements those policies through professional administration.

In order to be successful, this partnership requires the Council Members and MANAGER to conduct themselves in a respectful, constructive, and professional manner, consistent with the requirements of the Town Charter and the Town Code of Ordinances, including § 2-87 “Standards of Conduct” and § 2-23 (a) “Ground rules for the Behavior of the Town Council” of the Code of Ordinances. Copies of sections 2-87 and 2-23 are attached as an Appendix to this Agreement. These provisions of the Charter and Ordinances bind Council Members, independent of this Agreement, and form the foundation of the Council–Manager form of government and provide a backdrop for a successful relationship between the Manager and Town Council to work together to serve the Town.

Specifically, within these obligations are the following:

1. 2-87(3) Each public officer shall pledge himself to affirm the dignity and worth of the services rendered by town government and to maintain a constructive, creative, and practical attitude towards urban affairs incorporating a deep sense of social responsibility as a public servant.
2. 2-87(4) Each public officer shall be dedicated to the highest ideals of honor and integrity in all public and personal relationships and shall conduct themselves in a manner which maintains and promotes public confidence in town government.
3. 2-87(19) No public officer shall undermine the duties, responsibilities, and role of the town manager, as provided in the Charter and this Code and as assigned by the town council.

This section of the Agreement, affirms the shared responsibility of the Town Council and the MANAGER to maintain an ethical, transparent, and professionally governed organization that preserves the integrity of Town operations and upholds the public trust. Adherence to these standards and the civility between all persons as contemplated by the Town’s Code is essential to the success of the Council – Manager form of government.

Further, this section affirms the MANAGER’s clear expectation under the Charter, along with the Town’s Code of Civility and the Palm Beach County Code of Ethics, that Council Members will conduct themselves with integrity, avoid public disparagement of staff or each other, and refrain from actions that create fear or dysfunction in Town operations. Council Members shall maintain appropriate boundaries between legislative policy and administrative execution, respect employees, consider differing viewpoints, and act in the public’s best interest. These standards protect staff from undue influence and ensure a professional work environment free from political pressure or retaliation. Nothing herein prohibits constructive, respectful feedback offered through appropriate channels. Such communication supports accountability and continuous improvement, provided it remains professional and focused on the greater good of the Town.

IV. EXCLUSIVE EMPLOYMENT

MANAGER 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 MANAGERS 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.

V. WORK SCHEDULE

The MANAGER agrees to devote all time necessary to perform the duties of the position. It is recognized that the MANAGER must devote a great deal of time outside the normal office hours on business for the TOWN, and to that end MANAGER shall be allowed to establish an appropriate and flexible work schedule.

VI. TERM

- A. The Term of this Agreement for employment in the Town Manager position shall begin on September 17, 2025, and remain in effect through and including September 30, 2028, unless earlier terminated as provided in Section XIII.
- B. At least one hundred and twenty days (120) prior to the expiration of this Agreement and the Term, MANAGER shall notify each member of the Town Council in writing of the MANAGER's intentions for future employment beyond the expiration of this Agreement.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the TOWN to terminate the service of MANAGER or remove her from the position of Town Manager at any time, subject only to the provisions set forth in Section XIII herein below.
- D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the MANAGER to resign at any time, subject only to the provisions set forth in Section XIII herein below.

VII. COMPENSATION AND BENEFITS

- A. TOWN agrees to pay the MANAGER a base salary of one hundred sixty thousand dollars (\$160,000) annually, payable in equal installments on the same schedule as other TOWN employees.
- B. The TOWN may, at any time, increase the Base Salary to the MANAGER 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.
- C. Any cost-of-living allowance (COLA) or any other across-the-board increases provided to other TOWN employees shall also be awarded to the Town Manager.
- D. MANAGER shall be eligible for Emergency Pay for time actually worked during a declared emergency in accordance with the Human Resources Policy Manual, as amended from time to time.
- E. Base Salary payments are not due for any periods of unpaid leave, including unpaid disciplinary suspensions, in accordance with applicable wage and hour laws.
- F. Benefits
 1. Paid Time Off: MANAGER shall accrue Paid Time Off (PTO) at a rate of 180 hours per year or the maximum amount provided by the Human Resources Policy Manual as it may be amended from time to time, which shall accrue bi-weekly.

Notwithstanding any conflicting provision in the Human Resources Policy Manual, as amended from time to time, MANAGER shall be permitted to carry over 360 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.

MANAGER shall use leave in accordance with TOWN policies applicable to all other employees, as amended from time to time. The Town Manager shall notify all Council Members in writing of the absence.

In the event TOWN approves policies for all employees providing for PTO Buy Back or Serious Illness Leave Bank, MANAGER 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: MANAGER shall be entitled to the same paid holidays granted to the TOWN's employees.
3. Management Leave: In addition to PTO, the Town Manager shall be entitled to Management Leave of forty (40) hours each fiscal year. Such hours shall be granted on October 1 of each year.
4. Insurance: The Town Manager shall be entitled to participate in the Town's group health insurance plan offered to all employees at no cost. If the MANAGER opts not to participate in the Town's group health insurance plan, the Town shall pay the MANAGER fifteen thousand dollars (\$15,000) per year to cover the annual premiums for the Manager's existing personal health insurance coverage. This benefit shall continue for the duration of the Agreement be payable within fifteen days of October 1st of each year. Regardless of participation in the group health insurance plan, the MANAGER, her spouse and dependents, if any, shall be entitled to and enjoy inclusion in the TOWN's, Dental Insurance Program, Vision Care Program, Short- and Longterm 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. The MANAGER reserves the ability to revisit inclusion in the Health Insurance Program should a qualifying event occur.
5. Retirement/Deferred Compensation: Since the MANAGER has entered the Deferred Retirement Option Plan (DROP) under the Florida Retirement System (FRS), the TOWN's contributions to FRS do not benefit the MANAGER. To provide a retirement benefit, the TOWN shall contribute thirty-five thousand dollars (\$35,000) per year to a qualified retirement plan selected by the MANAGER, either a 401(a) or 457(b) plan. This contribution shall be paid within fifteen (15) days of the beginning of each fiscal year and is in addition to the MANAGER's base salary.
6. Life Insurance: The TOWN shall provide a term life insurance policy for the Town Manager in an amount equal to one times 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 Manager. This term life insurance coverage will only be effective during the Term of this Agreement.
7. Professional Development, Memberships, and Official Travel: The TOWN supports the MANAGER's continued professional growth as essential to the effective performance of her duties and to the advancement of effective municipal governance. Accordingly:

The TOWN shall support the MANAGER's pursuit of continuing education, licensure, and certification programs necessary to maintain professional credentials and remain informed of current best practices in municipal government.

The TOWN shall pay for the MANAGER's dues and memberships in national/international, state, regional and local professional organizations related to municipal management (such as ICMA, FCCMA & PBCMA), planning (such as APA, FAPA & PBCPC), and finance (such as AICPA, FICPA, GFOA & FGFOA), and governance (such as NLC, FLC and Palm Beach County League of Cities).

The TOWN shall also pay for registrations, reasonable and customary travel and subsistence expenses for the MANAGER's participation in professional development activities, in accordance with applicable Florida law and TOWN policies. These activities may include, but are not limited to, conferences, seminars, workshops, and meetings hosted by organizations such as those listed above as well as other national, state, regional, or local governmental groups and committees in which the MANAGER serves as a member or is otherwise professionally engaged. Reimbursement shall include mileage consistent with IRS guidelines, and funding shall be subject to budget availability.

The MANAGER is encouraged to participate in speaking engagements, panels, advisory boards, committees, and similar professional forums that promote the interests of the Town and support innovation and effective governance. Time spent on such activities shall be considered official Town business.

8. Additional Benefits: Said further and additional benefits which are provided to other TOWN employees now or in the future shall be provided to the MANAGER. The TOWN may, at any time, provide other additional benefits solely to the MANAGER, 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 MANAGER is presently eligible under the Town's Human Resources Policy Manual, MANAGER 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.
9. Telecommunications/Technical Equipment: The TOWN will provide the MANAGER with appropriate support, supplies, materials and equipment to conduct the business of the TOWN including cellular telephone, tablet, and/or personal computer(s).

VIII. PAYMENT UPON SEPARATION; SEVERANCE PAY

- A. Final Paycheck: If MANAGER separates from employment for any reason under Section XIII, she 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 VII(F)(1). Such payments shall be made within 15 days after separation. Management Leave or other paid leaves set forth in the Human Resources Policy Manual are not payable unless specified as such in the applicable policy as of the date of separation.
- B. Severance Pay:
 1. Termination Without Cause: If MANAGER is terminated Without Cause, she shall be eligible to receive Severance Pay equal to 20 weeks of the gross Base Salary in effect at the time of terminations which 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 MANAGER in favor of TOWN in a lump sum payment, less applicable taxes, withholdings and other required deductions.

2. Termination With Cause: MANAGER 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. Charter Amendment as Termination: If the TOWN, its citizens, or the Florida Legislature amends the Town Charter or Code of Ordinances in a way that materially changes the powers, duties, or responsibilities of the Town Manager position, the MANAGER may declare such action as a termination and shall be entitled to severance in accordance with this Agreement.
4. Resignation by MANAGER: MANAGER 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.
5. Expiration of Term: MANAGER 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.
6. Death: MANAGER, or her heirs or assigns or beneficiaries, shall not be eligible for or receive Severance Pay; however, TOWN shall pay unpaid salary due as the date of MANAGER's death and any accrued and unused Paid Time Off, if any, to designated beneficiary within 15 days of the separation date

IX. STRATEGIC PLANNING AND FINANCIAL SUSTAINABILITY

- A. The purpose of this section is to reinforce the original intent of incorporation—to preserve the rural character and quality of life that residents have long agreed are essential. Good governance of the Town depends on clear vision, alignment of purpose, and positive leadership. Improvement in the provision of services requires collective focus, commitment to long-term goals, and a willingness to adapt rather than return to unresolved arguments that delay or prevent meaningful outcomes.
- B. No later than March 1, 2026, the MANAGER and the TOWN COUNCIL shall collaboratively finalize and implement a structured Strategic Plan that identifies key organizational goals, community priorities, and performance expectations for the Town. The Strategic Plan shall provide a five-year outlook and serve as a guiding framework for aligning daily operations, infrastructure improvements, public services, and long-term financial sustainability.
- C. To support continued alignment between long-term strategic planning, annual operational priorities, and effective governance, the MANAGER shall organize, schedule, and facilitate an Organizational Review during each year's budget process. This review shall assess the current state of Town operations and administrative capacity, and shall include a structured SWOT analysis (Strengths, Weaknesses, Opportunities, and Threats) to evaluate internal and external conditions. Based on this review, the MANAGER shall work with the TOWN COUNCIL to develop a short-term action plan that reinvests in the Strategic Plan by identifying adjustments, re-energizing priorities, and guiding near-term implementation efforts.
- D. As a result of this process and through the budget, the TOWN COUNCIL and the MANAGER shall work together to mutually agree upon specific goals and performance objectives which they determine to be essential for the proper operation of the Town and progress toward the TOWN COUNCIL's policy directives. A relative priority shall be established among those goals and objectives, and all agreed-

upon items shall be realistic in scope and have resources reasonably committed to ensure effective implementation.

- E. Annually, as a part of the budget review process, the MANAGER and TOWN COUNCIL shall evaluate progress made during the prior year toward the Strategic Plan and the five-year capital improvement plan. This assessment shall summarize key accomplishments, identify any barriers encountered, and recommend necessary adjustments to timelines, strategies, or priorities. It shall also consider trends in staffing, operations, demographics, the economy, and relevant legislative developments that affect the Town's ability to achieve long-term goals.

X. PERFORMANCE EVALUATION

Because the Town Council may review MANAGER's Base Salary at any time, MANAGER is not subject to an individual formal performance evaluation. However, MANAGER shall organize, schedule and facilitate an Organizational Review as noted in Section IX paragraph C of this Agreement.

The MANAGER shall maintain an open-door policy to encourage regular feedback between the TOWN COUNCIL and the MANAGER. Individual meetings between each Council Member and the MANAGER may occur to discuss performance and provide constructive suggestions and solutions in both directions, including from the MANAGER to the Council.

XI. ACTING TOWN MANAGER

When the MANAGER is temporarily away from the office due to vacation, illness, travel, or other short-term leave, she may appoint a Town staff member to manage the staff in her absence. This appointment must be in writing and provided to the Town Clerk and Mayor.

This short-term designation does not override the Town Charter, which requires Town Council approval for appointing an Acting or Interim Town Manager during a vacancy or extended absence. It is only meant to ensure day-to-day operations continue smoothly during brief absences. Technology allows the MANAGER to be present for meetings by video or phone, sign documents electronically, and otherwise participate in day-to-day operations through electronic communication, so that operations do not necessitate physical presence or trigger the necessity of the Town Council's appointment of an Acting or Interim Town Manager, for short term absences from the physical offices at Town Hall in Loxahatchee Groves, Florida.

XII. INDEMNIFICATION

The PARTIES shall comply with Section 2-54 of the Town's Code of Ordinances as amended from time to time.

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

TOWN agrees to indemnify MANAGER during and beyond employment and to pay any settlement or judgment resulting from legal action arising from her duties, to the extent permitted by law.

XIII. SEPARATION FROM TOWN

A. Termination by TOWN Without Cause:

1. MANAGER 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 MANAGER to cease or limit the work performed on TOWN matters. Following such notice and continuing until an actual termination decision, Manager shall continue to receive and accrue any and all pay,

compensation and benefits regardless of whether the Town Council has required Manager to cease or limit their work.

2. Following notice to MANAGER set forth in XIII. A. 1 above, TOWN may terminate MANAGER 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, MANAGER and this Agreement shall be terminated Without Cause at any time during the Term of this Agreement, MANAGER shall be eligible for Severance Pay as described in Section VIII. Upon the MANAGER'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 MANAGER 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 MANAGER 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 MANAGER 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 MANAGER:
 - a. Misfeasance, malfeasance and/or nonfeasance in performance of the Town Manager 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 MANAGER 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 International City/County Management Association 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.

3. MANAGER shall not be subject to Termination With Cause for the actions or inactions over which the MANAGER had no knowledge, authority or control and which occurred prior to June 10, 2022.
 4. In the event of Termination With Cause, MANAGER shall not be eligible for Severance Pay as described in Section VIII.
 5. The TOWN's termination of MANAGER and this Agreement With Cause shall be final and non-appealable.
- C. The requirement of a super majority vote of the full town Council to effectuate the termination of the Manager's employment with or without cause shall survive and remain a requirement even in the event a Charter Amendment is passed during the term of this Agreement, altering Section (4)(2)(b) of the Town Charter to provide for the termination of employment of a Manager by a lesser majority.

D. Limitation of damages:

In the event the MANAGER files a claim or action for constructive dismissal or any other claim or action arising from this employment, under state, federal or common law, damages under such claim shall be limited to the amount of severance provide in paragraph VIII that the MANAGER would have been entitled to in the event of a termination without cause.

E. Resignation by MANAGER:

1. MANAGER 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 MANAGER to cease or limit the work performed on TOWN matters, during which time MANAGER 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, MANAGER shall not be eligible for Severance Pay as described in Section VIII.

F. Expiration of Term:

1. At the expiration of the Term, MANAGER'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, MANAGER shall not be eligible for Severance Pay as described in Section VIII.

G. Death:

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

H. Dispute Resolution and Legal Venue: In the event of any dispute arising under this Agreement, the parties agree to first attempt resolution through informal discussions in good faith. If unresolved, the

parties may engage in mediation prior to initiating legal action, unless an immediate court remedy is required.

- I. **Post-Termination Name Clearing Meeting:** MANAGER may avail herself 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 MANAGER to present information in the public record regarding the information forming the basis of the termination.
- J. **Return of Town Property:** Upon termination of the Town Manager's employment whether voluntary, with cause or without cause, or otherwise, the Town Manager 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 Manager's possession or control.
- K. **Public Communications Upon Resignation or Termination:** If the MANAGER resigns or is separated from employment, both the MANAGER and the TOWN agree to handle all public communications in a respectful and professional manner. The MANAGER may make a personal public statement about the resignation or separation, provided it is respectful and accurate. Before issuing any public announcement, the TOWN will make reasonable efforts to consult with the MANAGER to ensure the message is appropriate and accurate. After separation, neither the MANAGER nor the TOWN will make false or harmful public statements about the other. If both parties agree, a joint statement may be released highlighting the MANAGER's service and the nature of the transition.

XIV. 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 MANAGER 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 the 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. MANAGER 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:

Town of Loxahatchee Groves
 155 F Road
 Loxahatchee Groves, FL 33470
 ATTN. Mayor & Town Attorney

Francine L. Ramaglia
 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/TOWN MANAGER

TOWN OF LOXAHATCHEE GROVES

 Francine L. Ramaglia, CPA AICP ICMA-CM

 MAYOR ANITA KANE

ATTEST:

 Valerie Oakes, Town Clerk

Approved as to form and legal sufficiency:

 Town Attorney

Appendix to Employment Agreement Between
The Town of Loxahatchee Groves and Francine L. Ramaglia
For Town Manager

1. Section 2-23 of the Town of Loxahatchee Groves Code of Ordinances -
2. Section 2-87 of the Town of Loxahatchee Groves Code of Ordinances

Sec. 2-23. Town council meetings generally.

- (a) *Ground rules for behavior of members of the town council.* The following shall constitute the guidelines for behavior to be adhered to by members of the town council in their respective roles as elected public officers of the town:
- (1) Members of the town council shall:
 - a. Forgive each other;
 - b. Each conduct themselves with dignity;
 - c. Agree to disagree with each other; and
 - d. Show respect for the points of view of other members of the town council.
 - (2) Members of the town council shall not:
 - a. Falsely accuse another member of the town council of wrongdoing;
 - b. Criticize each other in a rancorous or unprofessional manner;
 - c. Make personal attacks on another member of the town council or a member of the public; or
 - d. Individually act without the support of the town council.
- (b) *Procedures and scope.*
- (1) The Charter of the town provides that the town council may determine its own rules of procedure. All other municipal meetings shall be conducted in accordance with the procedural requirements as established by resolution of the town council or, if no resolution exists or it is silent on a matter of procedure, Roberts Rules of Order shall apply, said rules of order being incorporated into this section by reference.
 - (2) The town council, the town manager, the town clerk, and the public shall be governed by the terms, conditions, and provisions of this section as the basis and framework for procedures of the town council as well as any supplemental rules of procedure, decorum, and order adopted by resolution of town council.
 - (3) Members of the town council and other public officers attending or participating in any regular or special meeting of the town council shall abide by the standards of conduct and values set forth in the Town of Loxahatchee Groves Code of Ethics for Public Officers.
- (c) *Agenda.* The town clerk shall prepare the agenda for each town council meeting. Citizens requesting to address the town council may be scheduled on the agenda by giving to the town clerk's office their name, address, phone number and subject on which they wish to address the town council pursuant to subsection (f) of this section.
- (d) *Duties and responsibilities of mayor.*
- (1) The mayor or presiding officer at any regular or special meeting of the town council shall only introduce agenda items by the agenda item number and the brief title as listed on the agenda with no further explanation or comment. Thereafter, the mayor or presiding officer may call on the town manager, and the town manager or his designee shall furnish a brief explanation of the item under consideration. The item shall then be opened for public hearing or discussion by the town council as required for the particular item under the time limits imposed by this section.
 - (2) Any comments or questions by the attending public shall be directed to the mayor or presiding officer. Members of the town council shall direct all comments and questions on the subject matter being

- discussed to the mayor or presiding officer only and shall not engage in cross conversations with other members of the public or direct any questions to other members of the town council or to the public. The mayor or presiding officer shall not unreasonably withhold or delay recognition of any member of the town council desiring to speak. The mayor or presiding officer shall recognize other members of the town council in rotation and not call on any member a second and subsequent time until such time as all members of the town council shall have had the opportunity to speak.
- (3) If the mayor or presiding officer desires to participate in a discussion, he shall do so only when the speaking member of the town council has relinquished the floor. The mayor or presiding officer shall not interrupt a speaking member of the town council for the purpose of comment.
 - (4) The mayor or presiding officer shall not use his power as chair to dominate debate or discussion, nor shall the mayor or presiding officer unreasonably cut short or prolong any debate, discussion, or taking of a vote.
 - (5) Motions to change the order of business shall require a majority vote of the town council.
 - (6) A member of the town council may not reintroduce any discussion item that has failed due to lack of second for at least six months after the motion failed, unless either an emergency exists and the public business requires reconsideration of the item, or a member of the town council who was on the prevailing side of the prior vote, introduces the discussion item for reconsideration.
 - (7) The mayor or presiding officer, in consultation with the town attorney, shall make rulings on parliamentary procedure. At least three votes of members of the town council are required to overrule the mayor or presiding officer on rulings of parliamentary procedure.
 - (8) The mayor or presiding officer may, during town council proceedings, request that the town council move on to the next item on the meeting agenda by voting or otherwise.
- (e) *Time of meetings.* All regularly scheduled meetings of the town council shall begin at such time as is established by resolution of the town council.
- (f) *Town council discussion.*
- (1) Discussion by a member of the town council shall not be limited, unless a motion to limit debate is made and adopted. Each member of the town council shall be afforded the opportunity to offer rebuttal to each item discussed. A motion to limit debate shall take precedence over all motions, except a motion to adjourn, a point of order, or a motion to table. The motion to limit debate shall not be debated and, to be adopted, shall require an affirmative vote of at least supermajority of the members of the town council present.
 - (2) Each member of the town council and the public who desires to speak shall address the mayor or presiding officer, and upon recognition by the mayor or presiding officer, shall confine himself to the issues under debate, avoiding all personalities and indecorous language.
 - (3) Members of the town council shall not interrupt anyone who has the floor, unless it is to call the meeting to order, or as otherwise provided in this section. If a member of the town council desires to direct questions to another member of the town council or the public, the questions shall be directed to the mayor or presiding officer who in turn will recognize the individual who wishes to answer the specific question. If a member of the town council wishes to direct a question to town staff, the question shall be directed to the town manager, through the mayor, who will, in turn, recognize such member of town staff.
 - (4) While the town council is in session, members of the town council and the public present at the meeting shall not, by conversation or otherwise, delay or interrupt the proceedings, nor the peace of the town council.

- (5) Members of the town council may request that the mayor or presiding officer recess the public meeting.
- (g) *Public comments.* Subject to the waiver rule contained within this section, public comments shall be limited to three minutes. The town clerk shall be charged with the responsibility of notifying each citizen when said time limit has expired.
- (h) *Waiver of rules.* By majority vote, the town council may waive the proscriptions otherwise outlined in the section or in any resolution adopted pursuant to subsection 2-23(g)(2).
- (i) *Decorum to be maintained.* Order shall be maintained at each town council meeting and the mayor is hereby empowered to order from the room any citizen who refuses to comply with the rules and regulations outlined in this section.
- (1) It shall be unlawful for any individual or member of the town council to disturb or disrupt a meeting of the town council or refuse to obey the orders of the mayor or presiding officer in the conduct of the meeting. Any individual or member of the town council who causes a disturbance of the meeting shall be warned by the mayor or presiding officer or, alternatively, by a majority vote of the town council, with dispatch, that the conduct is interfering or disturbing the order of the meeting and shall be given the opportunity to cease the conduct constituting an interruption or disturbance. If, after sufficient warning, the individual or member of the town council fails to cease the offending conduct and continues to interrupt or disturb the meeting, the individual or member of the town council shall be removed from the meeting by an authorized law enforcement officer or his authorized agent in attendance at the meeting if so directed by the mayor or presiding officer. Once removed, the individual or member of the town council shall be barred from further audience for the remainder of the meeting.
- (2) In the event the mayor or presiding officer shall fail to act, any member of the town council may move to require the mayor or presiding officer to act to enforce the rules of this section, and the affirmative vote of a majority of the members of the town council present at that time shall require the mayor or presiding officer to act.
- (3) If the audience or a part thereof becomes unruly, the mayor is empowered to either recess or adjourn the meeting.
- (4) Any individual or member of the town council who, at a town council or board meeting, willfully interrupts or disturbs such meeting in violation of F.S. § 871.01, entitled "Disturbing Schools and Religious and Other Assemblies," is subject to arrest by those law enforcement officers present. No action by the mayor or presiding officer is required for a law enforcement officer to enforce F.S. § 871.01. The mayor and town council shall be guided by the following definitions/elements of disturbance under the aforementioned statute:
- a. To commit an offense under F.S. § 871.01, a person must have deliberately acted to create a disturbance. That is, he must act with the intention that his behavior impede the successful functioning of the assembly in which he has intervened, or with reckless disregard of the effect of his behavior;
 - b. The acts complained of must be such that a reasonable person would expect them to be disruptive; and
 - c. The acts must, in fact, significantly disturb the assembly.
- (5) In addition to any other remedy provided by law, a violation of this subsection (i) may be prosecuted as a municipal ordinance violation through the issuance of a notice to appear, served on the violator as set forth in Rule 3.125, Florida Rules of Civil Procedure, as amended from time to time.

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- (j) *Expression of opinion.* Nothing herein shall be construed to limit any member of the public from expressing their opinions outside of a public meeting or by expressing their opinions in written form to the town council.
 - (k) *Application to town boards.* The provisions of this section also apply to the various town boards provided for in this Code or created by the town council. Town council may adopt by resolution supplemental rules of procedure, decorum and order that apply to town boards.

(Ord. No. 2008-04, § 2(2-2), 7-1-2008; Ord. No. 2024-03, § 2, 6-4-2024)

State law reference(s)—Public meeting requirements, F.S. § 286.011.

Sec. 2-87. Standards of conduct.

In furtherance of the public trust assumed by public officers of the town upon their election or appointment to public office or employment, the following standards of conduct shall be applicable to public officers of the town:

- (1) Core values. Each public officer pledges his commitment to the core values of the town, as follows:
 - a. *Leadership by example.* A public officer will display leadership by:
 1. Subscribing to the Town of Loxahatchee Groves Code of Ethics for Public Officers;
 2. Promoting a sense of community, community values, and community spirit and by embracing diversity within the community, while focusing on the importance and values of family;
 3. Practicing a "can do" attitude rather than an attitude of negativity;
 4. Developing vision or focus on the future, and supporting the achievement of vision;
 5. Being responsive;
 6. Having fun and enjoying one's role as a public officer of the town;
 7. Recognizing and fostering leadership throughout the town government and the residential and business communities of the town;
 8. Balancing statesmanship and political and professional goals; and
 9. Maintaining a positive image, while working towards the best interests of the town and its citizens.
 - b. *Empowerment (mindset/orientation) attitude.* A public officer will display an empowerment attitude by:
 1. Encouraging citizens to be active, responsible partners in town government that function with public officers of the town to achieve a shared vision;
 2. Empowering town administration to continuously improve the quality of and the services provided by town government;
 3. Encouraging entrepreneurship by governing the town as a successful, ethical business model; and
 4. Maximizing revenue while minimizing tax burdens on citizens.
 - c. *Customer focus and involvement (volunteerism/action).* A public officer will encourage and promote customer focus and involvement by:
 1. Encouraging citizens and residents to be involved in government and bridging the gap between town government and community;
 2. Promoting specific avenues by which citizen input is gathered and information is disseminated by the town;
 3. Encouraging citizen involvement in decision-making; and
 4. Supporting data-based decision-making.
 - d. *Continuous improvement.* A public officer will work towards continuous improvement through:
 1. Self-improvement through education, personal growth, and personal learning;

2. Supporting process improvement in town systems and key process improvements through knowledge-based decision-making;
 3. Supporting and encouraging personal wellness and professional development throughout town government;
 4. Supporting innovation through technology; and
 5. Promoting effective use of customer feedback to improve quality of government and the providing of government services.
- (2) Each public officer shall be dedicated to the concepts of effective and democratic local government, respecting the principals and spirit of representative democracy, and setting a positive example of good citizenship by scrupulously observing the letter and spirit of applicable laws, rules, and regulations.
 - (3) Each public officer shall pledge himself to affirm the dignity and worth of the services rendered by town government and to maintain a constructive, creative, and practical attitude towards urban affairs incorporating a deep sense of social responsibility as a public servant.
 - (4) Each public officer shall be dedicated to the highest ideals of honor and integrity in all public and personal relationships and shall conduct themselves in a manner which maintains and promotes public confidence in town government.
 - (5) Each public officer shall recognize that the main function of local government, at all times, is to serve and promote the best interests of the public.
 - (6) Each public officer pledges to keep the community informed on the affairs of town government, emphasize and practice friendly and courteous service to the public, and seek to improve the quality and image of public service.
 - (7) Each public officer pledges that he will not misuse the office or position, will not participate in debate on any matter which may come before the town council for decision and which may benefit a family member, client, or business acquaintance, and will not seek or accept any personal profit or gain, or unwarranted favor or privilege for himself, or any relative or other person.
 - (8) Each public officer pledges not to improperly influence or attempt to influence other public officers.
 - (9) A public officer shall not engage in, solicit, negotiate for, or promise to accept private employment or render services for private interests or conduct a private business when such employment, service, or business creates a conflict with the proper discharge of his official duties as a public officer.
 - (10) Notwithstanding the provisions of F.S. § 286.0115 and in full recognition of the provisions thereof, an elected public officer shall not have any contact with, in any form, nor engage in communication or discussion with applicants, petitioners, or their agents or representatives seeking action or other relief from the town council on matters related to a pending application or other petition. If there is no application pending, the public officer has the discretion to decide whether or not to contact or engage in communication or discussion with the applicant or petitioner or their representatives concerning a matter for which an application or petition may be submitted.
 - (11) A public officer shall not invest or hold any investment, directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict with one's official duties as a public officer.
 - (12) Florida's Gift Law, as amended from time to time and as codified at F.S. § 112.3148, is hereby incorporated herein by reference. A public officer shall not directly or indirectly solicit, accept, or receive any gift, whether it be money, services, loan, travel, entertainment, hospitality, promise, or any other form, if:

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- a. It could be reasonably inferred or expected that the gift was intended to influence the performance of a public official's duties; or
 - b. The gift was intended to serve as an inducement for an improper action or as a reward not otherwise permitted under state law.
- (13) Each public officer agrees to be honest, fair, and respectful to others in performing his duties as a public officer and agrees to refrain from and avoid conduct creating an appearance of impropriety or which is otherwise unbecoming a public officer, including, but not limited to, making false accusations or personal attacks against another public officer, or behaving in a rancorous or contentious manner.
 - (14) A public officer shall not use the provisions of this Code of Ethics to further frivolous claims against one another. Frivolous claims shall be those forwarded with knowledge that the claim contains one or more false allegations or those made with reckless disregard as to whether the complaint or claim contains false allegations of fact material to a violation of this Code of Ethics.
 - (15) Each public officer pledges to uphold and adhere to the provisions of the Charter of the town.
 - (16) A public officer shall not knowingly violate any federal, state, or local law, rule or regulation.
 - (17) Each public officer serving on the town council or an advisory board of the town, when appearing before any other governmental body or within the contents of any written communication, pledges to inform the recipient of the oral or written communication that the issue before such governmental body or in writing has or has not been addressed officially by the town council or the advisory board of which he is a member; and further pledges to inform the recipients of the oral or written communication of any official position taken by the town council or an advisory board and indicate that his appearance or written correspondence is or is not authorized by the town council or an advisory board. When a member of the town council is representing the town council before another governmental body, said member of the town council shall, at a minimum, update the other members of the town council and the town manager at the next scheduled town council meeting.
 - (18) A public officer shall not disclose confidential information acquired in one's capacity as a public officer to others or use such confidential information to further one's personal interests.
 - (19) No public officer shall undermine the duties, responsibilities, and role of the town manager, as provided in the Charter and this Code and as assigned by the town council.
 - (20) Each public officer shall disclose all personal relationships in any instance where there could be a conflict of interest or an appearance of conflict.
 - (21) Nothing herein shall be construed to apply to the solicitation or acceptance of contributions to the campaign of an announced candidate for elective town office, as governed by F.S. ch. 106.
 - (22) No public officer, however, shall be prohibited from giving or receiving:
 - a. An award publicly presented in recognition of public service;
 - b. Commercially reasonable loans made in the ordinary course of a lender's business; or
 - c. Reasonable entertainment, meals, or refreshments furnished in connection with public events, appearances, or ceremonies related to official duties or town government business.
 - (23) Consistent with the provisions of subsection (10) of this section, a public officer is not prohibited from making an inquiry for information or providing assistance on behalf of a citizen or interested person if no fee, reward, or other thing of value is promised to, given to, or accepted by the public officer or a relative of a public officer, whether directly or indirectly, in return therefor. In order to make an inquiry on behalf of a citizen or interested person, the citizen or interested person, or any entity that they represent or are associated with, must not have an application or petition pending with the town.

However, no public officer shall "influence peddle" or use his position as a public officer to gain favors or benefits inconsistent with town policy or applicable law on behalf of any citizen or other person.

- (24) Pursuant to F.S. § 104.271, any candidate for public office who, in a primary election or other election, willfully charges an opposing candidate participating in such election with a violation of any provision of F.S. ch. 104, which charge is known by the candidate making such charge to be false or malicious, is guilty of a felony of the third degree, punishable as provided in F.S. § 775.082 or 775.083, and, in addition, after conviction shall be disqualified to hold office. Any candidate who, in a primary election or other election, with actual malice makes or causes to be made any statement about an opposing candidate which is false is guilty of a violation of this code. An aggrieved candidate may file a complaint with the state elections commission pursuant to F.S. § 106.25. The state elections commission shall adopt rules to provide an expedited hearing of complaints filed under this subsection. Notwithstanding any other provision of law, the state elections commission shall assess a civil penalty of up to \$5,000.00 against any candidate found in violation of this subsection, which shall be deposited to the account of the general revenue fund of the state.

(Ord. No. 2017-12(1), § 2(1-25), 9-19-2017)



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: September 17, 2025

SUBJECT: Second Public Hearing for Adoption of the Fiscal Year 2025/2026 Millage Rate and the Fiscal Year 2025/2026 Budget

Background:

Florida Statutes Chapter 200.065 sets forth the procedures to follow for each local government in adoption of the annual property tax millage, levy, and budget. In accordance with these regulations, the millage rate is applied to the certified total taxable value of \$ **659,659,655** to calculate the ad valorem revenue for the Fiscal Year 2024/2025 budget. The tentative millage rate of **3.2564** mills is an increase of **0.2564** from what it was in Fiscal Year 2024/2025 and a reduction of **0.2436** mills from the preliminary TRIM rate adopted on July 2, 2025. This tentative millage rate is **14.9615%** above the rollback rate of **2.8326** mills due to increases in taxable values. The proposed millage rate generates property tax revenues, after discounts, of **\$2,148,116** which is an increase of \$ **316,079**, after discounts, from Fiscal Year 2024/2025 property tax revenues.

The proposed budget for all funds is \$7,493,987 (excluding transfers between all funds, except the Capital Improvement Fund) and maintains funding for existing levels of service. Council held a budget workshop on August 20th, in addition to FAAC meetings were held on July 28th and August 18th, to discuss the proposed operating and capital budgets. The Council passed Resolutions No. 2025-69 and No. 2025-70 approving the tentative millage rate of 3.0 mills and budget after first hearings on September 3, 2025.

At the September 3, 2025 meeting, Council's tentative budget increased ad valorem revenue by \$162,371 due to the millage increase, moved \$675,000 from public safety to contingency, and increased the amount of the transfer to Road and Drainage to balance that budget with no reduction in personnel or service level. The combination of a reduction in Roads and Drainage assessment by the District Board of Supervisors from a proposed rate of \$300 per acre to \$220 per acre couple with the proposed increase in millage rate reduced overall revenues by \$461,748

The rate of \$220 per acre and 3.2564 mills results in a reduction in taxes for 82% of the properties in Town as compared to an assessment of \$300 per acre and 3 mills. The 18% of properties negatively impacted by the adopted rate of \$220 per acre and tentative millage of 3.2564 are predominately commercial properties located within the southern part of Town near or adjacent to Southern Blvd. Attached is a snapshot of the impact based on the tentative millage and adopted assessment rate:

General

- Assessment increases are larger in dollar terms but capped and predictable — \$20 per acre. Millage increases are variable, depending on values and exemptions.



155 F Road Loxahatchee Groves, FL 33470

- Millage increases are modest and tightly grouped. Most parcels fall under \$150, with the largest cluster under \$100.
- Less than 5% of parcels rise above \$200; only 15 parcels exceed \$500.
- Homesteaded parcels generally benefit with millage increase rather than full assessment increase, with only a small number of very low-dollar “losers.”
- Southern Boulevard is the outlier: a few large commercial parcels generate multi-thousand-dollar increases that skew the averages upward.

Assessments

- Increase is \$20 per acre.
- For properties ≤ 5 acres, increases are \$20–\$100 annually.
 - 700 parcels < 5 acres (about 360 under 2 acres; 260 between 2–3 acres; 100 between 3–5 acres).
 - ~600 parcels at or near 5 acres.
- Together, 82% of properties see increases \leq \$100 this year.
 - ~40% are \leq \$60.
 - ~40% are right at \$100.

Millage

- For most property owners, the millage increase is less than \$150/year, typically \$50–\$120.
- Distribution of increases:
 - 0–50: 635 parcels (\approx 40%)
 - 50–100: 428 parcels (\approx 27%)
 - 100–150: 272 parcels (\approx 17%)
 - Very few above \$300; only 15 parcels exceed \$500.
- Millage adds only a modest increment compared to assessments.

Homesteaded Properties

- Total: 753 parcels.
- “Losers”: ~62 parcels (\approx 8%), with average increases \approx \$24; most common increase is just \$3.
- On average, homesteaded parcels save \approx \$230 under the currently proposed (higher millage, lower assessment) versus Proposed 1 (3 mills / \$300 per unit).

Southern Boulevard (SR 80)

- Total: 73 parcels.
- 61 parcels (84%) see increases—these are non-homesteaded.
- Concentration: Half the corridor-wide increase comes from just 3 large parcels, each with \$5k–\$9k increases.
- Average increase: \approx \$495 per parcel, ranging from \$3 to \$9,347. Most are modest; a few large parcels skew the totals.

Bottom line, assessments are capped and predictable, while millage changes are modest for most parcels, with only a handful of exceptions on large commercial tracts. The full tax roll analysis is available for any councilmember who would like to see it.

The Capital Improvement Plan for FY2026 remains largely unfunded as general funds available for capital are limited to \$386,254. The proposed budget will allow for the completion of all the Capital Improvement Projects contained in the amended FY2025 Capital Improvement Plan.



155 F Road Loxahatchee Groves, FL 33470

The proposed budget contains a proposed COLA increase of 5% for employees.

This is the second public hearing on the proposed budget and the corresponding ad valorem millage rate in accordance with Florida Statutes Section 200.065. The second public hearing and adoption was advertised to be held on September 17, 2025.

Manager's Public Announcement as required by statute (if the proposed millage rate is above the rolled-back rate): "The tentatively adopted FY 2025/2026 operating millage rate of 3.2564 mills is greater than the rolled-back rate of 2.8326 mills by 14.9615%."

Public comment is invited on the proposed millage rate and budget.

Recommendations:

- Move to approve **Resolution No. 2025-71** adopting the millage rate for Fiscal Year 2025/2026, following the second Public Hearing on September 17, 2025.
- Move to approve **Resolution No. 2025-72** adopting the proposed Fiscal Year 2025/2026 budget, including balances brought forward and related fiscal policies, following the second Public Hearing on September 17, 2025.

RESOLUTION NO. 2025-71

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ESTABLISHING AND ADOPTING THE FINAL MILLAGE FOR THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PURSUANT TO THE BUDGET SUMMARY FOR THE FISCAL YEAR 2025-2026, IN ACCORDANCE WITH CHAPTER 200, FLORIDA STATUTES, AS AMENDED, PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

WHEREAS, on September 3, 2025, the Town Council conducted a public hearing and adopted a tentative budget, which included the estimated expenses and revenues for the Town of Loxahatchee Groves, Florida (the "Town"), for the ensuing year, with detailed information, including revenues to be derived from sources other than ad valorem levy, and also containing certain recommendations as to the amounts necessary to be appropriate for funding the activities of the Town for the ensuing year; and

WHEREAS, pursuant to Chapter 200, Florida Statutes, as amended (the "Statute"), a method is prescribed for fixing the millage for the purpose of establishing the basis for the collection of said funds; and

WHEREAS, the Town, pursuant to Florida law, conducted a public hearing on September 3, 2025, and adopted Resolution No. 2025-69, which established the Town's tentative millage rate for the Fiscal Year 2025-2026 for the General Fund Budget at 3.2564 mills, an increase of 14.9615% from the rolled-back rate of 2.8326 mills, and to set the second public hearing for adoption of the Town's millage rate for the Fiscal Year 2025-2026 for September 17, 2025.

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

Section 1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

Section 2. The Town Council, pursuant to Florida law, conducted its first duly noticed public hearing to establish its proposed annual millage for the Fiscal Year 2025/2026 on September 3, 2025, at 6:30 p.m. and continued the hearing to September 4th, 2025 at the Town Hall, in the Town of Loxahatchee Groves, Florida.

Section 3. The Town Council hereby sets its final millage rate for the Fiscal Year 2025/2026 at 3.2564 mills, an increase of 14.9615% from the rolled-back millage rate of 2.8326 mills.

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 may conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall become effective immediately upon its adoption.

Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion.

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

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2025 - 72

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, a final budget has been prepared by the Town, estimating expenditures and revenues of the Town for the ensuing year, with detailed information, including revenues to be derived from sources other than ad valorem levy, and recommendations have been made as to the amount necessary to be appropriated for the ensuing year; and

WHEREAS, the preliminary millage and budget estimates, in conformity with the Town Charter, and applicable requirements of Florida law, have been filed with the Office of the Town Clerk and Palm Beach County Property Appraiser's Office, and have been open for inspection by the public, and

WHEREAS, a duly noticed first public hearing for the approval of a tentative budget for the Fiscal Year beginning October 1, 2025, was held on September 3, 2025 and continued to September 4, 2025, and the second public hearing for adoption of the Town's final budget for the Fiscal Year beginning October 1, 2025, was held on September 17, 2025.

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

Section 1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

Section 2. The budget estimates, a copy of which are attached hereto and expressly made a part hereof as Exhibit "A", are hereby adopted as the Town's final Budget for the Fiscal Year beginning October 1, 2025. There is hereby appropriated the sum of \$8,850,751 in new revenue, for the payment of operating expenditures for the Town Government pursuant to the terms of the above budget as summarized in Exhibit "A".

Section 3. The sums incorporated by reference listed as operating and other uses or expenses of the respective funds and departments of the Town shall be, and the same hereby are, appropriated and shall be paid out of the revenues herein appropriated for the fiscal year.

Section 4. The sums incorporated by reference based upon estimates prepared by the Town Manager shall be, and the same hereby are, fixed and adopted as the budget for the operation of the Town government for the fiscal year.

Section 5. The Town Manager is hereby authorized and empowered to amend the budget on an as needed basis in order to correct typographical errors and omissions that are

purely scrivener's errors.

Section 6. The Town adopts the provisions of Chapter 200, Florida Statutes, which provide for the expenditures of monies for the fiscal year based upon the final budget approved by the Town Council.

Section 7. The fiscal year budget is automatically amended to re-appropriate encumbrances, outstanding contracts, capital outlay of project funds reserved or unexpended from Fiscal Year 2024-2025, said appropriation having been previously approved by the Town Council.

Section 8. Town Manager is hereby authorized and empowered to amend the budget to re-categorize general roll-over funds(s) into a more appropriate fund(s), so long as the general roll-over funds were actually dedicated in the Fiscal Year 2024-2025 budget.

Section 9. 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 10. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 11. 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.

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

Exhibit A

**BUDGET SUMMARY
TOWN OF LOXAHATCHEE GROVES - FISCAL YEAR 2025-2026**

General Fund	3.2564						
ESTIMATED REVENUES:	GENERAL FUND	TRANSPORTATI ON	SURTAX	ROADS & DRAINAGE	CAPITAL PROJECTS	SOLID WASTE	TOTAL ALL FUNDS
Taxes:							
Ad Valorem Taxes-Operating	3,256.4			\$2,062,191			\$2,062,191
			Per Unit				
Road & Drainage:			\$ 220.00			\$645,953	645,953
Solid Waste			\$ 450.00				439,740
Licenses and Permits							439,740
Utility Taxes							557,230
Franchise Fees							627,270
Charges for Services							293,620
Intergovernmental							438,059
Fines and Forfeitures							16,480
Investment Income							60,770
Miscellaneous Revenue							182,455
TOTAL SOURCES	4,687,815	399,960	75,000	1,683,259	-	647,953	7,493,987
Transfers In							863,593
Fund Balances/Reserves/Net Assets							386,524
							106,648
							1,356,765
TOTAL REVENUES, TRANSFERS & BALANCES	\$4,687,815	\$399,960	\$75,000	\$2,546,852	\$386,524	\$754,600	\$8,850,751
EXPENDITURES:							
General Government							3,806,010
Public Safety							-
Public Works							2,416,852
Sanitation/Solid Waste							754,600
Capital Outlay							386,524
Debt Service							130,000
TOTAL EXPENDITURES	3,806,010	-	-	2,546,852	386,524	754,600	7,493,987
Transfers Out							881,805
Fund Balances/Reserves/Net Assets							399,960
							75,000
TOTAL APPROPRIATED EXPENDITURES	\$4,687,815	\$399,960	\$75,000	\$2,546,852	\$386,524	\$754,600	\$8,850,751
TRANSFERS, RESERVES & BALANCES							

*The tentative, adopted, and / or final budgets are on file in the offices of the Town of Loxahatchee Groves, FL as a public record.



155 F Road Loxahatchee Groves, FL 33470

TO: Mayor and Town Council

FROM: Caryn Gardner-Young, Community Standards Director

THRU: Francine Ramaglia, Town Manager

DATE: September 17, 2025

SUBJECT: Tree Mitigation Trust Fund – Ordinance 2025-10

Background:

Trees are an important part of our landscape. They provide privacy and shade, reduce glare, trap air-borne pollutants and generally make our environment a much more pleasant and healthful place in which to live. Shade trees cool our houses in the summer. In fact, on a hot summer day, a large healthy tree may transpire several hundred gallons of water, providing the combined cooling effect of several room-size air conditioners. These benefits can mean real cost savings for homeowners and businesses.

Article 85 in the Unified Land Development Code (ULDC) was adopted when the Town of Loxahatchee Groves (Town) was incorporated. Through Ordinance No. 2019-03, the Town repealed and adopted replacement landscaping regulations on July 9, 2019. When the ULDC was amended, it included mitigation procedures, based upon certain standards, for when trees are removed, however, there was no mention of a tree mitigation trust fund.

Although the intent of tree mitigation is for trees to be replaced onsite, there are circumstances when this is impossible. As a result, the Town would like to implement a Tree Mitigation Trust Fund which will authorize the collection of fees in lieu of mitigation for removal of certain trees within the Town. The intent is to maintain a flow of monies for the operation and implementation of projects related to the planting and promotion of trees in the Town. A copy of the proposed Ordinance addressing the appropriate uses for allocation and expenditure of monies of the Tree Mitigation Trust Fund is attached.

The Funds will be permitted to be used for the following uses:

- (1) Purchase and planting of native species trees; and palms.
- (2) Landscaping within public rights-of-way.
- (3) Offsetting costs of consultants involved in the identification of native and non-native species trees, review of permits and plans provided for under this article.
- (4) Obtaining and planting tree mitigation sites.

- (5) Obtaining conservation easements.
- (6) Funding additional landscaping for development.
- (7) Obtaining and planting property for use as an arboretum or park.
- (8) Public education activities and events related to native tree and palm preservation and conservation.
- (9) Grant application expenses.
- (10) Staff training.
- (11) Mitigating effects of tree blight
- (12) Purchase and planning of landscaping along canal to address polluting and to stabilize the canal
- (13) Tree giveaways
- (14) Signage along Town trails

The proposed uses have been updated per the Town Council's discussion at the September 3rd Town Council meeting. This matter was scheduled for discussion by the Planning and Zoning Board (Board) on Tuesday September 16th but we were unable to obtain a quorum. The Board can meet between first and second reading to consider the Ordinance or the Town Council can decide not to send the Ordinance to the Board. Staff will request Town Council direction at the September 17th meeting.

Recommendations:

Discussion and approval of Ordinance 2025-10 on first reading which establishes and clarifies the appropriate uses for the allocation and expenditure of monies within the Tree Mitigation Trust Fund

ORDINANCE NO. 2025-10

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ARTICLE 87 “NATIVE TREE PRESERVATION AND INVASIVE EXOTIC REMOVAL” OF PART III “SUPPLEMENTAL REGULATIONS” OF THE TOWN OF LOXAHATCHEE GROVES UNIFIED LAND DEVELOPMENT CODE (ULDC) BY ENACTING SECTION 87-065 “TREE MITIGATION TRUST FUND” TO PROVIDE THE PURPOSES FOR WHICH THE TREE MITIGATION TRUST FUND CAN BE ALLOCATED AND EXPENDED; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Article 87 of the Unified Land Development Code (ULDC) had established a Tree Mitigation Trust Fund authorizing the collection of cash donations to mitigate the removal of native trees from development sites in lieu or in combination with tree replacement requirements; and,

WHEREAS, the Town Council of the Town of Loxahatchee Groves wishes to establish and clarify the appropriate uses for the allocation and expenditure of monies within the Tree Mitigation Trust Fund; and

WHEREAS, the Town Council finds the adoption of this 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 enacts Section 87-065 “Tree Mitigation Trust Fund” amending Article 87 “Native Tree Preservation and Invasive Exotic Removal” Part III “Supplemental Regulations” of the ULDC to read as follows:

Section 87-065. – Tree Mitigation Trust Fund.

The provisions of this Article 87 “Native Tree Preservation and Invasive Exotic Removal” established and provided for the collection of monies into the Loxahatchee Groves Tree Mitigation Trust Fund.

- (A) Payments received for mitigation of tree and palm removal activities shall be paid into the Loxahatchee Groves Tree Mitigation Trust Fund.
- (B) Funds in the Loxahatchee Groves Tree Mitigation Trust Fund may be used to pay for the following activities within the Town:
1. Purchase and planting of native species trees; and palms.
 2. Landscaping within public rights-of-way.
 3. Offsetting costs of consultants involved in the identification of native and non-native species trees, review of permits and plans provided for under this article.
 4. Obtaining and planting tree mitigation sites.
 5. Obtaining conservation easements.
 6. Funding additional landscaping for development.
 7. Obtaining and planting property for use as an arboretum or park.
 8. Public education activities and events related to native tree and palm preservation and conservation.
 9. Grant application expenses.
 10. Staff training.
 11. Mitigating effects of tree blight
 12. Purchase and planning of landscaping along canal to address polluting and to stabilize the canal
 13. Tree giveaways
 14. Signage along Town trails
- (C) At least once each fiscal year, the Town Manager shall present to the Town Council a report on funds held in the Loxahatchee Groves Tree Mitigation Trust Fund, including any accrued interest, and any proposed use thereof. Monies, including any accrued interest, not assigned in any fiscal period shall be retained in the trust fund until the next fiscal period.

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:

VOTE

- ANITA KANE, MAYOR
- MARGARET HERZOG, VICE MAYOR
- TODD MCLENDON, COUNCIL MEMBER
- LISA EL-RAMEY, COUNCIL MEMBER
- PAUL T. COLEMAN II, COUNCIL MEMBER

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN 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:

VOTE

ANITA KANE, MAYOR
MARGARET HERZOG, VICE MAYOR
TODD MCLENDON, COUNCIL MEMBER
LISA EL-RAMEY, COUNCIL MEMBER
PAUL T. COLEMAN II, COUNCIL MEMBER

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Anita Kane

Valerie Oakes, Town Clerk

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Todd McLendon

Jeffrey S. Kurtz, Town Attorney

Councilmember Lisa El-Ramey

Councilmember Paul T. Coleman II



155 F Road Loxahatchee Groves, FL 33470

DATE: September 17, 2025

TO: Town Council of Town of Loxahatchee Groves

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

SUBJECT: Consideration of Resolution No. 2025-73 Regarding Charter Review Committee

Background:

The Council has discussed the establishment of a Charter Review Committee and has made their selections of citizens who should be on the Committee. The previous direction from the Council appeared to be that the Committee should not do a complete review of the Charter and all of its provisions, but rather focus on a few specific issues. The Resolution before the Council suggests the Committee review the following four issues:

1. Supermajority voting requirements within the Charter.
2. Section 3 “Election and Terms of Office” in conjunction with Section 7 “Elections” which result in the Town having at least one Council seat open for election each and every year.
3. Section 4 (4)(d)(3) and the Town Attorney’s role in approving all contracts.
4. Section 6 (6) and the limitation on repayment of indebtedness to 36 months without voter referendum.

The Council may wish to revise the list through deletion or expansion of the scope of review. Attached for your ready reference is a letter dated April 15, 2025 from the Town’s former Town Attorney, which was previously presented to the Town Council. The time frames suggested in the letter need revision due to the timing of the establishment of the Committee. In order to have matters considered on the March 2026 municipal election, the Committee will have to complete its work by the beginning of November, with first reading of any ordinances proposing revision to the Charter going before Council on the second meeting in November and the adoption hearing at



155 F Road Loxahatchee Groves, FL 33470

the Council's first meeting in December. That schedule if met should allow any amendments to be placed on the March 2026 ballot.

In order to meet that schedule the Committee will have to meet several times, if not weekly between the adoption of the Resolution and the end of October.

The issue regarding increase in Council salary is not included on the list because the Council has the authority to pass an ordinance on the subject with the provision that any increase would not be effective until after the next municipal election. If the Council wants to place an increase of the compensation given to Councilmembers on the ballot, they can pass an ordinance that would be subject to voter approval to make it effective, without a change in the Charter.

Recommendation:

Move that Town Council adopt Resolution No. 2025-73 regarding the establishment of a Charter Review Committee.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2025-73

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ESTABLISHING A CHARTER REVIEW COMMITTEE, ASSIGNING ITS DUTIES, PROVIDING AUTHORITY FOR EXPENDITURES, PROVIDING FOR PUBLIC MEETINGS, PROVIDING FOR STAFF SUPPORT FOR THE COMMITTEE, AND PROVIDING AN EFFECTIVE DATE AND A DATE FOR TERMINATION OF ACTIVITIES.

WHEREAS, the Town Council of the Town of Loxahatchee Groves deems it advisable that a study and review of the existing town charter be conducted. The committee shall review portions of the town charter as directed by the Town Council and advise the Council and make recommendations for revision of or amendments to the charter as may appear necessary to assure the people of Loxahatchee Groves that the charter will be responsive to their interests and be in the best interests of efficient economical operation of the town; and

WHEREAS, it is appropriate to create a Charter Review Committee for the purpose of review and study of the existing charter with said Charter Review Committee submitting recommendations to the Town Council.

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

Section 1. A Charter Review Committee is hereby created, consisting of between 9 and 15 total members to be appointed by the Town Council as follows:

- (a) The Town Council shall each select up to 3 members; and
- (b) The members shall be citizens of the Town.

Section 2. The Town Council hereby appoints the following persons to serve as voting members of the Charter Review Committee:

Anita Kane, Mayor

Sam Harrity
Burgess Hansen
Phillis Maniglia

Marge Herzog, Vice Mayor

Jo Siciliano
Virginia Standish
Katie Lakeman

Todd McLendon, Councilmember

Jodi Jansen
Katie Kuss
Christine St. John

Lisa El-Ramey, Councilmember

Cassie Suchy
Karen Plante
Jennifer Stephens

Paul Coleman II, Councilmember

Aly Daly
Ashley Bruce
Bill Ford

Section 3. The Charter Review Committee shall review and study the existing town charter and possible amendments or revisions thereto and make written recommendations to the Town Council as to suggested amendment or revision of the town charter. The Charter Review Committee shall function as a recommending body to the Town Council.

Section 4. The initial areas of inquiry for the Committee are:

1. Supermajority voting requirements within the Charter.
2. Section 3 “Election and Terms of Office” in conjunction with Section 7 “Elections” which result in the Town having at least one Council seat open for election each and every year.
3. Section 4 (4)(d)(3) and the Town Attorney’s role in approving all contracts.
4. Section 6 (6) and the limitation on repayment of indebtedness to 36 months without voter referendum.

Section 5. The Town Council, upon receipt of the findings and recommendations of the Charter Review Committee, shall review same and determine whether the existing charter should be amended or revised. The Town Council may cause to be prepared such ordinance or ordinances as it may deem advisable to amend or revise the existing town charter in the manner as provided by law.

Section 6. The Town Manager may from time-to-time exercise his authority to make

expenditures for the Charter Review Committee in the performance of its duties as provided in this Resolution.

Section 7. Upon appointment of members to the Charter Review Committee, the Town Council shall direct staff to establish a time, date, and place for the first meeting of the Committee. At the first meeting of the Committee, the Committee shall select a chairperson and vice chairperson. The vice chairperson shall assume the duties of the chairperson in the absence of the chairperson. Any vacancy created by the incapacity, resignation or otherwise of a board member shall be filled at the next regular or special meeting of the Town Council by the Council member who originally appointed the member.

Section 8. The Charter Review Committee shall hold those public meetings it deems necessary and receive input from the public concerning the advisability of amending the town charter.

Section 9. All meetings of the Charter Review Committee shall be noticed and open to the public. The Committee shall have minutes of each meeting taken. A majority of the Committee shall constitute a quorum.

Section 10. The town manager, town attorney and town clerk are hereby directed to support the Charter Review Committee in its organization and in considering, formulating and making findings and recommendations.

Section 11. This Resolution shall take effect immediately upon adoption. Upon consideration and acceptance of the findings and recommendations of the Charter Review Committee by the Town Council, the Committee shall be deemed disbanded and the Committee's existence shall terminate.

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 17th DAY OF SEPTEMBER, 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



155 F Road Loxahatchee Groves, FL 33470

TO: Mayor and Town Council
FROM: Caryn Gardner-Young, Community Standards Director
THRU: Francine Ramaglia, Town Manager
DATE: September 17, 2025
SUBJECT: Community Standards Fee Schedule – Resolution 2025-75

Background:

The Town of Loxahatchee Groves Town Council (Town) has established a Fee Schedule which was created to include a listing of the fees for various items or services provided by the Town related to the Community Standards Department. The intent of the Fee Schedule is to set forth, in a single document, the fees for all town-related services and activities (i.e., zoning & building permits application fees, inspection fees, lien fees, conde compliance fees, fees for services provided by the Community Standards Department and any associated fees) that are approved by the Town Council and/or regulated by State or Federal agencies. It is an industry best practice to review and update the Fee Schedule annually, allowing easy access to view fees for services and charges and providing a better understanding to the public of all fees charged by the Town of Loxahatchee Groves. This Schedule covers only departmental/divisional fees for services, not property development-related fees (development Impact fees or infrastructure fees).

The modifications proposed are to:

1. Include filing fee not listed for established petitions such as appeal of administrative decisions, alcohol beverage license review and abandonment of easements which are common requests;
2. Include filing fees not listed for petitions that are mentioned in the Town's Unified Land Development Code such as master plans;
3. Include filing fees not listed for new applications such as master sign plan, and lien reductions;
4. Increase filing fees and administrative fees to cover the increased costs of processing and reviewing petitions;
5. Include filing fees for costs that are not currently being captured

In regard to Building fees, the Building Department's revenue from these fees should, on average over several years, not exceed the costs associated with enforcement activities such as plan review,

permit processing, training, and inspections. Some of the activities that are not funded by these fees include zoning, inspection of public buildings, information requests, and enforcement of local ordinances other than the Florida Building Code. The Building Department regularly reviews Town permit revenues, enforcement costs, department workload and fees charged by other jurisdictions. Occasionally the review results in proposed adjustments to the permit fee schedule to be brought before Town Council for approval. There are many types of fees on the permit fee schedule including: a building permit fee based on the value of construction, plan review fees, re-inspection fees, other penalties, and fees for Building Division services. Please see attached memorandum from the Building Official as well as a comparison of Building Permit fees from other jurisdictions.

The Planning, Zoning and Engineering fees are provided in the Town's Unified Land Development Code or Code of Ordinance. These fees are to be adopted by the Town Council through a Resolution. A comparison of Planning and Zoning Petition fees from other jurisdictions and comparison of existing fees to proposed fees is attached.

The Clerk's Office fees have been included as well to ensure that all fees are addressed.

Recommendations:

Discussion and adoption of Resolution 2025-75 regarding a new fee schedule for the Community Standards Department.



155 F Road Loxahatchee Groves, FL 33470

Agenda Item #

TO: Town Council of the Town of Loxahatchee Groves

FROM: Jacek Tomasik, Building Official

VIA: Francine Ramaglia, Town Manager

DATE: September 17, 2025

SUBJECT: Consideration of Resolution 2025-75 Regarding Amending a Schedule of Rates, Fees, and Charges for Building Permits and Related Services

Background & Purpose

Staff conducted a comprehensive review of the building permit fee structure to assess whether the current schedule adequately supports the costs associated with permitting functions, including intake, plan review, inspections, and administrative processing.

This initiative also aimed to evaluate regional competitiveness, ensure alignment with Florida Building Code updates, and strengthen cost recovery measures. It comes at a time when many surrounding municipalities continue to operate under outdated fee models, some dating back over a decade.

History & Review Context

In 2021, the Town entered into a contractual agreement with **Safebuilt Inc.**, which implemented a third-party permit schedule and retained 90% of related revenues. Since internalizing building services, the Town has modernized operations and invested in new permitting software to improve processing efficiency.

Following a full operational year under this new structure, the Town initiated a **comparative analysis** against peer municipalities to determine whether fee adjustments were warranted.

Peer Municipalities Reviewed:

- Village of Royal Palm Beach
- Village of Wellington
- City of Greenacres
- Village of North Palm Beach
- Town of Haverhill
- Town of Ocean Ridge
- Town of Lake Clark Shores
- Town of Juno Beach
- Town of Highland Beach
- Town of Lake Park

Goal: establish a fee schedule that balances financial sustainability with regional competitiveness.

Key Updates in Proposed Fee Structure

1. Expanded Categories and Transparency

- New line items for base fees, low-voltage systems, private provider discounts, RV permits, and supplemental services.

2. Tiered Valuation Formula for Building Permits

- 2.00%: \$10,001 – \$100,000
- 1.75%: \$100,001 – \$500,000
- 1.50%: \$500,001 – \$1,500,000
- 1.00%: Over \$1,500,000

3. Clarified Refund Policy (Per Ordinance)

- Up to \$3,000 retained pre-review
- 50% retained post-review, pre-issuance
- Up to \$5,000 retained post-issuance

4. Private Provider Discounts (per Florida Statute)

- 10%: Plan review only
- 15%: Inspections only
- 25%: Both services

5. Updated Inspection Fee Structure

- Reinspection escalation: \$100 → \$200 → \$300 → \$450
- After-hours inspections: \$50 to \$250 per visit

6. Recreational Vehicle (RV) Permitting

- New category with inspection rates and after-the-fact fee provisions
-

Comparative Findings

Summary of Fee Positioning

- Current TOLG fees are significantly lower than most municipalities in the region.
- The proposed schedule places TOLG in the mid-range of the 11 cities reviewed.
- Over 50% of TOLG's proposed fees remain below the regional average.

- Where TOLG fees meet or exceed the average, it generally applies to flat-fee permit types (e.g., minimum \$250 fees).

Municipal Benchmarking

- **Higher-Cost Municipalities:** Ocean Ridge, North Palm Beach, Lake Park
- **Lower-Cost Municipalities:** Royal Palm Beach, Greenacres, Haverhill

Note: These jurisdictions may be using outdated fee schedules, raising long-term sustainability concerns.

Conclusion & Recommendation

The Town of Lake Green’s updated building permit fee schedule:

- Enhances fiscal responsibility and cost recovery
- Aligns with state mandates and evolving service needs
- Remains competitively positioned among neighboring jurisdictions
- Brings greater transparency, flexibility, and operational clarity to the permitting process

This proposal supports the Town’s goal of delivering modern, equitable, and financially sustainable building services.

Due to the size of the document, the building permit fee comparison sheet will be provided separately.

Attachments:

1. **Resolution 2025-75 – Adopting Updated Fee Schedule**
2. **Proposed Building Permit Fee Schedule**
3. **Municipal Comparative Fee Analysis**
4. **Supporting Documentation and Permit Data**

**TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2025-75**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A NEW SCHEDULE OF RATES, FEES, AND CHARGES FOR PLANNING AND ZONING, PERMITTING, BUILDING, CODE ENFORCEMENT, AND OTHER SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Town Council of the Town of Loxahatchee Groves, Florida, desires to adopt an adopt a revised schedule of rates, fees and charges relating to planning and zoning, building, code enforcement, and other services rendered by Town Government for the citizens of the Town of Loxahatchee Groves and the public; and

WHEREAS, the Town Council desires to make certain the schedule of rates, fees, and charges is available to the public.

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

Section 1: The Town Council of the Town of Loxahatchee Groves hereby adopts the schedule of rates, fees and charges attached hereto as **Exhibit “A”** and made part hereof as if fully set forth herein.

Section 2: The Town Council of the Town of Loxahatchee Groves further duly adopted schedule of rates, fees and charges shall be available at the Town Hall during normal business hours.

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 take effect upon adoption by the Town Council.

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 17TH DAY OF SEPTEMBER, 2025.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

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

COMMUNITY STANDARDS DEPARTMENT FEE SCHEDULE

Item 7.

Planning and Zoning Division	
Development Petition Applications	Fee
Abandonment of Easement	\$1,000
Appeal of Admin Decision	\$600
Annexation	\$1,250
Building Permit Zoning Review and Inspection	\$75
Certificate of Conformity	\$500
Comp Plan Amendment (text)	\$3,000
Comp Plan Amendment (map)	\$5,100
Conditional Use/Special Use	\$3,500
Master Plan	\$2,500
Master Plan Amendment	\$2,000
Master Sign Plan	\$1,500
Master Sign Plan Amendment	\$500
Plat – Final	\$500
Plat – Preliminary	\$1,000
Plat Amendment	\$1,000
Planned Unit Development (PUD)	\$2,500
PUD Amendment	\$2,000
Pre-Application Meeting	\$550 which can be applied to application filed within 30 days of Pre-Application meeting
Site Plan	\$5,100
Site Plan Amendment	\$2,000
Site Plan Amendment Admin	\$500
Special Exception – Category A	\$5,100
Special Exception – Category B	\$1,000
Special Exception – Category C	\$250
Variance	\$3,100
ULDC Amendment Text	\$2,500
ULDC Amendment Map (Rezoning)	\$5,000
Other Applications	Fee
Alcohol Beverage Review	\$150
Address Assignment/Change	\$500 or \$100 per address whichever is higher
MOT Review	\$500
Foreclosed/Abandoned/Vacant Property	\$200
Performance bond/ monies accepted by the City or review of conditions of approval	\$500
Survey Review	\$500
Vested Rights Determination	\$500
Zoning Confirmation Letter	\$250
Sign (including temporary) Permit Application	\$500

COMMUNITY STANDARDS DEPARTMENT FEE SCHEDULE

Garage Sale	\$25
Temporary Construction Trailer	\$100
Special Events	Fee
Large Events (Parade, Concert, Sidewalk Sale, Food Trucks etc.)	\$300
Mid-Sized Events (more than 50-100 ppl)	\$150
Small Events	\$50
Vegetation	Fee
Veg Removal	\$1,000
Veg Removal – Exemption	\$0
Veg Removal – Waiver	\$500
Veg Mitigation	Less than 5 acres -2% 5.01-20 acres – 5% 20.01 or greater – 10%
Veg Removal (After the Fact)	4X permit fee or \$1000 whichever is greater
Other Items	Fee
Development Order Extension	\$500
Mailing of Public Notice	Cost Recovery
No show at DRC or PZB meeting	\$500
Pre-construction meeting	\$500
Posting of Public Notice	Cost Recovery
Research fees per hour	\$185
Resubmittal fee (after first resubmittal) requiring review by the Development Review Committee	50% of initial application
Request for postponement of Public Hearing within ten (10) days of public meeting	\$500
Withdrawal of Application	\$250
Engineering Division	Fee
Right of Way	Fee
Right of Way through ROW (Pond to Canal)	\$500
Right of Way through ROW (36" or below)	\$500
Right of Way through ROW (36" above)	\$1,000
Right of Way Utility	\$500
Right of Way (Miscellaneous)	\$500
Right Of Way (After the fact)	4X permit fee
SITE PLAN / FLOODPLAIN DEVELOPMENT	Fee
Floodplain Development Application	\$250
Floodplain Development Application Amendment	\$125
LOMAR	
FEMA community acknowledgement per building/lot	\$100
Mitigation affidavit per system per building	\$75
Business Tax Receipt Division	Fee
Initial Application	\$75.00
Renewal Application	\$25.00

COMMUNITY STANDARDS DEPARTMENT FEE SCHEDULE

Reclassification	\$50.00
BTR Research Fee Per Hour	\$80.00
Code Compliance Division	Fee
Code Violation Verification Letter	\$75
Lien Reduction Request	\$500
Partial Lien Release Request	\$300
Unenforceable Lien Release Request	\$100
Recording Fees	\$25.00 + actual costs
Services/Subpoena	\$125.00
Entry of Stipulation Agreement	\$300.00
Violations Not listed Below	Fee
First Violation Per Day	Not to exceed \$250
Violation After the First Violation Per Day	Not to exceed \$500
Irreparable & Irreplaceable Damage	\$5,000 per occurrence
Code Compliance Research Fee Per Hour	\$100
Specific Violations	Fee
Tree Mitigation - Removing Trees without Permit	2X mitigation rate + restoration or \$5,000 whichever is greater
After the fact inspection	\$500
Irreparable & irreplaceable damage	\$5,000
Unpermitted Hauler	\$2000
Manure/Bedding Dumping	Fee
1 st Offense	\$250.00
2 nd Offense	\$500.00
Improper Disposal of Waste	Fee
1 st Offense	\$100/load/day
2 nd Offense	\$250/load/day
3 rd Offense	\$400/load/day
Each additional Offense	\$500/load/day
BASE BUILDING PERMIT FEES	
<p>Permit Valuation</p> <p>For permitting purposes, permit valuations shall include total replacement value of work, including materials and labor, for which the permit is being issued, such as structural, electrical, gas, mechanical, plumbing equipment, interior finish, related site work, architectural and design fees, marketing costs, overhead, and profit, excluding only land value.</p> <p>Valuation references may include the latest published data of national construction cost analysis services, such as Marshall-Swift, Means, etc., as published by International Code Council. The purpose of using such nationally recognized sources for valuation is to provide a fair and equitable means of determining the construction value. Final building permit valuation shall be set by the Building Official.</p> <p>Based on the construction value determined by using the latest published schedule of building valuation data as set forth above or contract value, which is to be submitted at the time of permit</p>	

COMMUNITY STANDARDS DEPARTMENT FEE SCHEDULE

application and accepted by the Building Official, the permit fee shall be calculated using the following formula and paid prior to issuance of a building permit:

Permit fee includes permit processing, all required inspections, and plan review excluding re-inspection

up to \$7500.00, plus	\$250
\$7500.001 - \$100,00 plus	2%
100,001 - 500,000, plus	1.75%
500,001 - 1,500,000, plus	1.5%
1,500,001 and up	1%

Retroactive permit after start of construction	4X permit fee subject to review by the Building Official
--	--

STANDARD BUILDING PERMIT FEES **Fee**

HVAC Change Outs:	
5 Tons or less – no plan review like-for-like change-out	\$125.00
Over 5 Tons per unit	Per Valuation
Foundation-only permit (Phased Construction)	Commercial \$1000.00, Residential \$500.00
Fences – under \$10,000.00 in value	\$175.00
Fences greater than \$10,000.00 in value	Per Valuation
Water Heater Change Out – no plan review on like-for-like change-out	\$125.00
Low Voltage Alarm System Project	Fee Set by Section 553.793, Fl. Statutes
Backflow	\$200.00
Flood Development Permit for Exempt Structure (FS 604.50)	\$250.00
AG exemption processing (includes but not limited to Non-Residential Farm Buildings)	\$200.00
Demolition & the Moving of Buildings/Structures	1% of value. Minimum \$125 plus \$75.00 per inspection

RV **Fee**

Site Registration:	
AG Classified Property	\$100.00/5 years
Non-AG Classified Property	\$500.00/5 years
RV Space Rental	\$100/year

BUILDING PERMIT PLAN REVIEW FEES **Fee**

Pre-application/pre-construction meeting	\$550/hour
Plan Review The Building Plan Review Fee, which includes initial processing and administrative costs as established by the following schedule must be paid at the time of permit	30% of the calculated permit fee or a

COMMUNITY STANDARDS DEPARTMENT FEE SCHEDULE

Item 7.

application. Building plan review is required on all architectural design plans or as may be required at the discretion of the Building Official.	minimum of \$150.00 whichever is greater
Plan Revision	\$100 / resubmittal + \$20 additional sheet
Each review after the third review	4X permit fee
Expedited out-of-sequence plan review	Residential \$430.00 Commercial (Less than 5,000 SF) \$875.00 Commercial (5,000 SF or Greater) \$1,875.00
BUILDING INSPECTION FEES	Fee
Miscellaneous Inspection Fee (Per Inspection)	\$100.00
The following charges shall apply for after-hour inspections and for inspections on weekends, holidays, and other times that are considered to not be within the hours of a typical business day:	
Status Inspection/Contractor Assistance Inspection	\$125.00
RE-INSPECTION FEES	Fee
1st re-inspection	\$100.00
2nd re-inspection without "correction" done	\$200.00
3rd and subsequent re-inspection without "correction" done	\$300.00
4th and subsequent re-inspection without "correction" done	\$450.00
CO or CC <24-hour notice	\$250.00
Temporary C/O or C/C. Each for a maximum 90-day period.	
On residential dwelling units, each unit and each condition	\$150.00
On commercial work, each building and each condition	\$500.00
MISCELLANEOUS PERMIT AND PROCESSING FEES	Fee
Building Code Administrators & Inspectors Fund Surcharge Per F.S. 468.631	1.5% of permit cost (minimum of \$2)
Department of Business & Professional Regulation Surcharge Per F.S. 553.721	1% of permit cost (minimum of \$2)
Permit Renewal Renew or extend permit or application: (may require additional impact, building, or other fees, if increases have occurred since original application) Within 180 days of inactive status	30% of permit fee w/min \$100.00 Plus: plan review, Inspections, Impact Fees, and additional document costs if applicable.
Change of Contractor/Sub-contractor	\$75.00
Request to Administratively Close Permit	\$75.00
BUILDING PERMIT AND PLAN REVIEW REFUNDS	Fee

COMMUNITY STANDARDS DEPARTMENT FEE SCHEDULE

Before any plan review – Regardless of the amount of the Permit Fee, the Town shall retain no more than \$3,000.00.	100% of the Plan Review Fee and 50% of the Building Permit Fee
After any plan review but before issuance of the permit - Regardless of the amount of the Permit Fee, the Town shall retain no more than \$3,000	50% of the Building Permit Fee
After permit issuance and before the commencement of construction - Regardless of the amount of the Permit Fee, the Town shall retain no more than \$5,000	50% of the Building Permit fee
PRIVATE PROVIDER PERMIT AND PLAN REVIEW DISCOUNT	Fee
Pursuant to Florida Statutes, Chapter 553.791, an applicant may choose to use a private provider to provide plan review and/or inspection services. To receive the stated reduction in fees all Private Provider requests must be submitted and Approved with the initial permit application. The credit applicable to Private Provider use is as follows:	
Plan Review Services only	10.0%
Inspection Services only	15.0%
Combined Plan Review & Inspection Services	25.0%
BUILDING DEPARTMENT ADMINISTRATIVE FEES	Fee
Records requests, customer request for files, investigation or research, etc. (requires deposit)	
Nonsupervisory	\$50 /hr (\$80/hr licensed)
Supervisory	\$75 /hr (\$100/hr licensed)
Consultant	\$100 /hr (\$120/hr licensed)
Technology Fee	1%
DPBR Surcharge	1%
DCA Surcharge	1%
Certified Permit duplicate	\$40
Certified C/O or C/C	\$40
Plan re-stamp	\$60 + printing costs
Review or Extend Permit	30% of permit fee/\$100 min
Revision of record	
Owner change	\$50.00
Lot change (within plat, after tech review of original plan)	\$300.00
Contractor change	\$75.00
Liens	
Release of Construction Lien application	\$250.00
Release of Construction Lien recording fee	\$25 + Actual cost
Construction Lien law notice	\$25.00
Lien Search Request	\$25.00

COMMUNITY STANDARDS DEPARTMENT FEE SCHEDULE

Item 7.

Community Standards Department Administrative Fees	Fee
Copies	\$1 per page
Certified Copies	\$3 per page
Color Pictures on Photo Paper	\$10 per photo
Reproduction of Audio/Video	\$20
Postage – Regular Mail	Cost Recovery
Postage – Certified Mail Return Receipt	Cost Recovery
All credit card payments are subject to a convenience fee	4% of the fees being paid
Certified Copies	\$1 / page
Color Photographs (on photo paper)	\$5.00 / photo
Reproduction of Audio CD's/Video DVD's	\$10 / CD or DVD
	\$40 / permit duplicate
	\$40 / certified copy
	\$60 + printing cost / set
Clerk's Office Administrative Fees	Fee
Room Rental (Council Chambers)	\$200/hr + actual costs
Room Rental (Conference Room)	\$100/hr + actual costs
Overdue Accounts	1.5% monthly
Returned Checks	5% or \$20 whichever is greater
Records requests etc..	
Nonsupervisory	\$50/hr (\$80/hr licensed)
Supervisory	\$75/hr (\$100/hr licensed)
Consultant	\$100/hr (\$120/hr licensed)
Copies	\$1 per page
Certified Copies	\$3 per page
Color Pictures on Photo Paper	\$10 per photo
Reproduction of Audio/Video	\$20
Postage	Actual cost

1. ALL FEES MAY BE INCREASED IN THE AMOUNT EQUAL TO THE ANNUAL PERCENTAGE INCREASE OF THE CONSUMER PRICE INDEX (CPI), NOT TO EXCEED 6% ANNUALLY AS LAST REPORTED BY THE U.S. BUREAU OF LABOR STATISTICS
2. ALL ABOVE FEES ARE APPLICATION OR SUBMITTAL FEES AND ARE SUBJECT TO ADDITIONAL COST RECOVERY FEES FOR PROFESSIONAL TIME AND MATERIALS PLUS 20% ADMINISTRATIVE COSTS AS NOTED BELOW. COST RECOVERY INCLUDES TIME AND MATERIALS AND MAY REQUIRE A DEPOSIT TO BE MO LESS THAN \$2,000.

3. SITE VISITS, USE OF OUTSIDE PROFESSIONALS, ADDITIONAL RESEARCH, ETC. RELATED TO LAND DEVELOPMENT, INFRASTRUCTURE, SPECIAL PERMITS, CODE ENFORCEMENT, RV REGISTRATION, MANURE HAULING/REGISTRATION WILL ALSO BE SUBJECT TO COST RECOVERY PLUS ADMINISTRATIVE FEES NOTED ABOVE.
4. FAILURE TO OBTAIN PERMITS, EXEMPTION REQUESTS/WAIVERS AND/OR OTHER APPROVALS WILL RESULT IN 4X FEES NOTED ABOVE.
5. BTR ADMINISTRATIVE CHARGES ARE FOR APPLICATION ONLY: FEE BY BUSINESS CATEGORY SET FORTH BY EXISTING SEPARATE ORDINANCE
6. THIS FEE SCHEDULE MAY NOT INCLUDE ALL FEES AND CHARGES THAT WERE PROVIDED BY SEPARATE TOWN RESOLUTIONS, ORDINANCES AND/OR STATE LAW
7. THE FEES AND PERMITS INCLUDED HEREIN ARE IN ADDITION TO ANY OTHER APPLICABLE FEES AND PERMITS REQUIRED BY OTHER AGENCIES
8. REQUIREMENTS INCLUDE 72 HOUR MINIMUM (3 BUSINESS DAYS) REVIEW TIME TO INITIALLY PROCESS APPLICATIONS AND PERMITS, ALL APPLICATIONS SUBMITTED MUST BE COMPLETED PROPERLY, INCLUDING ALL REQUIRED DOCUMENTS AND NECESSARY FEES/PAYMENTS. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

COMPARISON OF PLANNING AND ZONING FEES FROM EXISTING TO PROPOSED

Development Petition Applications	Existing Fee	Proposed Fee
Abandonment of Easement	None	\$1,000
Appeal of Admin Decision	None	\$600
Annexation	\$1,000	\$1,250
Building Permit Zoning Review and Inspection	None	\$75
Certificate of Conformity	\$250	\$500
Comp Plan Amendment (text)	\$2,500	\$3,000
Comp Plan Amendment (map)	\$5,100	\$5,100
Condition Use/Special Use	\$1,000	\$3,500
Flood Development Approval	\$2,000	\$2,000
Master Plan	None	\$2,500
Master Plan Amendment	None	\$2,000
Master Sign Plan	None	\$1,500
Master Sign Plan Amendment	None	\$500
Plat – Final	None	\$500
Plat – Preliminary	\$1,000	\$1,000
Plat Amendment	\$1,000	\$1,000
Planned Unit Development (PUD)	\$2,000	\$2,500
PUD Amendment	\$2,000	\$2,000
Pre-Application Meeting	\$550 per hour	\$550 which can be applied to application filed within 30 days of Pre-Application meeting
Site Plan	\$5,100	\$5,100
Site Plan Amendment	\$2,000	\$2,000
Site Plan Amendment Admin	\$250	\$500
Special Exception – Category A	\$5,100	\$5,100
Special Exception – Category B	\$500	\$1,000
Special Exception – Category C	\$250	\$250
Variance	\$3,100	\$3,100
ULDC Amendment Text	\$2,000	\$2,500
ULDC Amendment Map (Rezoning)	\$5,100	\$5,000
Other Applications	Existing Fee	Proposed Fee
Alcohol Beverage Review	\$150	\$150
Address Assignment/Change	\$500	\$500 or \$100 per address whichever is higher
MOT Review	\$500	\$500

COMPARISON OF PLANNING AND ZONING FEES FROM EXISTING TO PROPOSED

Foreclosed/Abandoned/Vacant Property	\$200	\$200
Performance bond/ monies accepted by the City or review of conditions of approval	None	\$500
Survey Review	\$125 per hour	\$500
Vested Rights Determination	\$250	\$500
Zoning Confirmation Letter	\$250	\$250
Sign (including Temporary) Permit	\$500	\$500
Garage Sale	\$25.00	\$25.00
Engineering Permits	Existing Fee	Proposed Fee
Right of Way through ROW (Pond to Canal)	\$500	\$500
Right of Way through ROW (36" or below)	\$500	\$500
Right of Way through ROW (36" above)	\$1,000	\$1,000
Right of Way Utility	\$500	\$500
Right of Way (Miscellaneous)	\$100	\$500
Right Of Way (After the fact)	4X permit fee	4X permit fee
Site Plan/Floodplain Development		
Floodplain Development Application	\$250	\$250
Floodplain Development Application Amendment	None	\$125
LOMAR		
FEMA community acknowledgement per building/lot	\$100	\$100
Mitigation affidavit per system per building	\$75	\$75
Special Events/Temporary Use Permits		
Large Events (Parade, Concert, Sidewalk Sale, Food Trucks etc.)	\$300	\$300
Mid-Sized Events (more than 50-100 ppl)	\$150	\$150
Small Events	\$50	\$50
Temporary Construction Trailer	\$100	\$100
Veg Removal	\$2,000	\$1,000
Veg Removal – Exemption	\$0	\$0
Veg Removal – Waiver	\$250	\$500
Veg Mitigation	Less than 5 acres - 2% 5.01-20 acres – 5%	Less than 5 acres -2%

COMPARISON OF PLANNING AND ZONING FEES FROM EXISTING TO PROPOSED

	20.01 or greater – 10%	5.01-20 acres – 5% 20.01 or greater – 10%
Veg Removal (After the Fact)	4X permit fee or \$250 whichever is greater	4X permit fee or \$1000 whichever is greater
Other Fees		
Development Order Extension	\$500	\$500
Mailing of Public Notice	None	Cost Recovery
No show at DRC or PZB meeting	None	\$500
Pre-construction meeting	None	\$500
Posting of Public Notice	None	Cost Recovery
Research fees, per hour		\$185
Resubmittal fee (after first resubmittal) requiring review by the Development Review Committee	None	50% of initial application
Request for postponement of Public Hearing within ten (10) days of public meeting	None	\$500
Withdrawal of Application	None	\$250
Business Tax Receipt		
Initial Application	\$75.00	\$75.00
Renewal Application	\$25.00	\$25.00
Reclassification	\$50.00	\$50.00
BTR Research Fee per Hour	None	\$80.00
Code Compliance Division		
Code Violation Verification Letter	None	\$75
Lien Reduction Request	None	\$500
Partial Lien Release Request	None	\$300
Unenforceable Lien Release Request	None	\$100
Recording Fees	\$25.00 + actual costs	\$25.00 + actual costs
Services/Subpoena	\$125.00	\$125.00
Entry of Stipulation Agreement	\$100.00	\$300.00
Violations Not listed Below		
First Violations Per Day	\$100	Not to exceed \$250
Violation After First Violation Per Day	None	Not to exceed \$500

COMPARISON OF PLANNING AND ZONING FEES FROM EXISTING TO PROPOSED

Irreparable & Irreplaceable Damage	\$5,000 per occurrence	\$5,000 per occurrence
Code Compliance Research Fee Per Hour	\$80-\$120	\$100
Specific Violations		Fee
Tree Mitigation		
Removing Trees without Permit	2X mitigation rate + restoration	2X mitigation rate + restoration or \$5,000 whichever is greater
After the fact inspection	\$500.00 per hour per visit	\$500.00
Irreparable & irreplaceable damage	\$5,000.00	\$5,000.00
Unpermitted Hauler	\$500.00	\$2000.00
Manure/Bedding Dumping		
1 st Offense	\$250.00	\$250.00
2 nd Offense	\$500.00	\$500.00
Improper Disposal of Waste		
1 st Offense	\$100/load/day	\$100/load/day
2 nd Offense	\$250/load/day	\$250/load/day
3 rd Offense	\$400/load/day	\$400/load/day
Each additional Offense	\$500/load/day	\$500/load/day

Orange means there was no fee previously imposed

Green means that the fee remains the same.

White means that the fee has increased or decreased.

Planning and Engineering Petitions										
Development Petition Applications	Highland Beach	Parkland	Greenacres	Lantana	North Palm Beach	Juno Beach	Royal Palm Beach	Lake Park	Wellington	Ocean Ridge
Abandonment of Easement		\$1,500	\$1,148			\$1,000	\$500	\$1,800		
Appeal of Admin Decision	\$1,500	\$580	\$574		\$500	\$250	\$250 + legal	\$1,000	\$250	\$900
Annexation		\$2,500	\$3,614		\$200	\$0	\$0		\$2,000	\$900
Building Permit Zoning Review and Inspection		\$80 + \$10 administrative fee	\$53.13 per review or inspection	\$50	\$75			\$50		
Certificate of Conformity	\$1,000		\$585					\$500	\$500	
Comp Plan Amendment (text)		\$4,500	\$3,614	\$1,500	\$2,500	\$2,750	\$2,000	\$2,500	\$4,500	\$900
Comp Plan Amendment (map)		\$4,500	\$4,039.25-\$5,208.50	\$2,000	\$2,500	\$2,750	\$3,000 + legal costs	\$3,000	\$4,500	\$900
Condition Use/Special Use									50% of application fee	
Flood Development Approval										
Master Plan		\$3,500	\$2,923		\$2,500	\$2,800	\$2,000	\$2,000	\$3,500	
Master Plan Amendment		\$3,500	\$850		\$1,500	\$1,300-\$1,850		\$1,000	\$300 (Admin) - \$3,500	
Master Sign Plan			\$850		\$1,000					
Master Sign Plan Amendment			\$500							
Plat – Final		\$500	\$552.74	\$150 + engineering			\$1,800			\$250 + 1% of cost improvements
Plat – Preliminary	\$1000	\$2000	\$2923.14	\$20 + engineering	\$300	\$1,500 + \$45 per parcel	\$1,000	\$500		\$900
Plat Amendment		\$1,000						\$500		

Planned Unit Development (PUD)										\$900
PUD Amendment										
Pre-Application Meeting			\$399				\$200 per hour	\$200	\$500	
Site Plan	\$1,500	\$2,500	\$2,923	\$250-\$1,500		\$1,500 - \$2,300	\$2,000 + legal costs	\$2,000 - \$4,000	\$2,000	\$900
Site Plan Amendment		\$1,200	\$2,923			\$1,500-\$2,300	\$2,000	\$500	\$2,000	
Site Plan Amendment Admin		,	\$531			\$500	\$500		\$150	
Special Exception – Category A										
Special Exception – Category B										
Special Exception – Category C	\$1,500	\$2,500	\$1,723.06-\$3,447.18	\$500 - \$700 + \$100 each additional	\$500	\$1,500	\$1,000 + Legal costs	\$1,500 - \$3,000		\$900
Variance	\$1,500 + \$500 per variance	\$750 - \$850	\$850.37-\$2,295.99	\$750 + \$100 for each additional	\$500		\$500	\$750-\$1,000	\$1,500-\$4,000	\$900
ULDC Amendment Text	\$1,500	\$2,500	\$3,969		\$2,000	\$1,600	\$1,000 + legal costs	\$2,500	\$4,500	\$900
ULDC Amendment Map (Rezoning)	\$1,500	\$2,500	\$3,327	\$2,000	\$2,000	\$1,600	\$2,000 + legal costs	\$2,500		\$900
Other Applications										
Alcohol Beverage Review		\$70	\$120							
Address Assignment/Change	\$500		\$106 per address				Cost recovery			\$100
MOT Review										
Foreclosed/Abandoned/Vacant Property							\$200			

Performance bond/ monies accepted by the City or review of conditions of approval			\$553							
Survey Review										\$500
Vested Rights Determination										
Zoning Confirmation Letter	\$150	\$70	\$50	\$50	\$100	\$45	\$50	\$125	\$150	
Planning and Engineering Permits										
Right of Way Permits										
Right of Way through ROW (Pond to Canal)	\$75 Or 2.3% of the construction value whichever is greater	\$30	\$80 + engineering ROW fees				\$100			
Right of Way through ROW (36" or below)										
Right of Way through ROW (36" above)										
Right of Way Utility										
Right of Way (Miscellaneous)										
Right Of Way (After the fact)										
Special Events/Temporary Use Permits										
Large Events (Parade, Concert, Sidewalk Sale, Food Trucks etc.)		\$140	\$110	\$50	\$50-\$100	\$300	\$110	\$100		
Mid Sized Events (more than 50-100 ppl)			\$110			\$200				
Small Events			\$110			\$100				
Garage Sale			\$110		\$0		\$10			\$0
Temporary Construction Trailer		\$50	\$110							
Vegetation Removal Permits										
Veg Removal		\$140+ Reinspection fees (\$60-\$80)	\$50 + \$25 per tree or 3% of landscape costs	\$50			\$0- \$75		\$150 + \$25/acre Or \$75	\$10
Veg Removal – Exemption		\$0		\$0						

Veg Removal – Waiver							\$100			
Veg Mitigation										
Veg Removal (After the Fact)										
Administrative Fees										
Development Order Extension					50% of initial fee		\$250		\$500	
Mailing of Public Notice										
No show at DRC or PZB meeting			\$500							
Pre-construction meeting										
Posting of Public Notice										
Research fees, per hour		\$70	\$42.52							
Resubmittal fee (after first resubmittal) requiring review by the Development Review Committee			\$265.74 or 50% of application fee whichever greater				50% initial fee			
Request for postponement of Public Hearing within ten (10) days of public meeting		\$430	\$265.74	\$100- \$1,000						
Withdrawal of Application			\$266		\$50				\$250	
BTR										
Initial Application		\$30		\$50						
Renewal Application										
Reclassification				10% of annual license						
Code Compliance										
Lien Reduction Request		\$500 per lien		\$50	\$100			\$100		
Partial Lien Release Request										
Unenforceable Lien Release Request										
Recording Fees		\$35.50								
Services/Subpoena										
Entry of Stipulation Agreement										

Violations Not listed Below										
General Violations Per Day										
Irreparable & Irreplaceable Damage										
Specific Violations										
Tree Mitigation										
Removing Trees without Permit										
After the fact inspection										
Irreparable & irreplaceable damage										
Unpermitted Hauler										
Manure/Bedding Dumping										
1 st Offense										
2 nd Offense										
Improper Disposal of Waste										
1 st Offense										
2 nd Offense										
3 rd Offense										
Each additional Offense										



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: September 17, 2025

SUBJECT: Discussion on Update on Community Meeting regarding Master Transportation Plan

Background:

Town Council discussion on the update on the Community Meeting regarding Master Transportation Plan.

Recommendation:

N/A



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

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

DATE: September 17, 2025

SUBJECT: Discussion on Local Bill Prohibiting the Use of Fireworks in Loxahatchee Groves

Background:

In general, in Florida, the use and display of fireworks are prohibited with the exception of certain designated holidays, being New Year's Eve, New Year's Day, and Independence Day. The Council had previously discussed regulating fireworks within boundaries of the Town and passed Ordinance 2025-01 on first reading. A copy of the ordinance is attached. An issue that arose was whether it would conflict with State law and be unenforceable on the designated holidays. In preliminary discussions with the Sheriff's office, it is my understanding, that they had indicated they would not participate in enforcement measures for the ordinance on the designated holidays, because of concerns over State preemption on the issue.

To clarify the issue and prohibit the display of fireworks within the Town every day of the year, it is suggested that the Town Council propose a local bill to the Palm Beach Legislative Delegation seeking such prohibition. The Village of Wellington was successful in such an effort several years ago resulting in the passage of Chapter 2021-245 which prohibits the sale and use of fireworks in their Equestrian Preserve Area on all days of the year. There is a provision which allows supervised public displays subject to the issuance of a permit. A copy of the law is attached.

The local bill process requires the Town to submit a proposed bill to the local delegation office by Friday, October 10, 2025. Following submittal of the local bill it will be scheduled for presentation before the local delegation on November 13, 2025. If approved by the local delegation the Notice of Proposed legislation must be advertised in the local newspaper by December 10, 2025. The link to the Local Bill Preparation Manual is found here. <https://discover.pbc.gov/Intergovernmental-Affairs/LegislativeDelegation/PDF/Local-Bill-Manual-2026-Legislative-Session.pdf>

Direction is needed from Council as to whether they should proceed in the preparation of the local bill. The proposed bill would mirror the language approved for Wellington's Equestrian Preserve Area but it would apply to all of Loxahatchee Groves as the whole Town is relatively similar to the properties located in the preserve area and support similar animal populations and density levels. The rationale for the passage of the bill would echo the Whereas clauses found in Ordinance 2025-01. If the Council gives direction to proceed the Local Bill package would be presented to the Council for review at their October 7, 2025, meeting prior to submittal to the Local Delegation Office



155 F Road Loxahatchee Groves, FL 33470

Recommendations:

- Discussion and direction to staff and the Town Attorney to prepare a local bill relating to prohibition of fireworks every day of the year, throughout the Town.

CHAPTER 2021-248

House Bill No. 979

An act relating to the Village of Wellington, Palm Beach County; providing an exception to general law; prohibiting the sale and use of fireworks located within the Equestrian Preserve of the Village of Wellington except under specified circumstances; providing applicability; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Notwithstanding ss. 791.001 and 791.08, Florida Statutes, the sale and use of fireworks within the Equestrian Preserve of the Village of Wellington are prohibited on all days of the year except for the following:

(1) Supervised public displays within the jurisdictional boundaries of Wellington where such displays are handled by a competent operator to be approved by the chiefs of the police and fire departments of Wellington, and shall be of such a character, and so located, discharged, or fired as in the opinion of the chief of the fire department, after proper inspection, shall not be hazardous to property or endanger any person. Application for permits shall be made in writing at least 15 days in advance of the date of the display. After such privilege shall have been granted, sales, possession, use, and distribution of fireworks for such display shall be lawful for that purpose only. No permit granted hereunder shall be transferable.

(2) Nothing herein is intended or shall prevent the importation, purchase, sale, or use of fireworks for agricultural purposes in s. 791.07, Florida Statutes.

Section 2. This act shall take effect upon becoming a law.

Approved by the Governor June 21, 2021.

Filed in Office Secretary of State June 21, 2021.

ORDINANCE NO. 2025-01**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY CREATING CHAPTER 27 “FIREWORKS” TO PROVIDE FOR REGULATIONS REGARDING THE USE OF FIREWORKS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.**

WHEREAS, the Town of Loxahatchee Groves (“Town”) is a rural agrarian municipality located within Palm Beach County known for its equestrian culture and rural character; and

WHEREAS, the Florida Department of Commerce has designated the Town as a rural community; and

WHEREAS, in addition to its many horses, the Town is also home to an exotic animal sanctuary, a tropical bird refuge, dog rescues, veterinary offices, and other livestock; and

WHEREAS, it is well documented that horses and other animals are startled by loud noises and sudden flashing lights and are particularly frightened by fireworks; and

WHEREAS, it is very common for horses to gallop, sweat, and tremble when startled by the loud noise and flashing lights of fireworks, which can result in injury, illness, and possible death to animals and damage to property; and

WHEREAS, the Town is a heavily wooded community making it more susceptible to fire risks, particularly in its Agricultural Residential (AR) zoning district, which is largely comprised of wooded lots of five acres or more, and a local office of the Florida Forest Service is located within the Town’s boundaries; and

WHEREAS, it is well known that fireworks pose a significant fire risk and according to the National Fire Protection Association, fireworks start an average of 20,000 fires per year, resulting in more than \$100 million in property damage; and

WHEREAS, the U.S. Drought Monitor advises that 74% of Palm Beach County is currently experiencing a severe drought and 24% of Palm Beach County is currently experiencing an extreme drought, which significantly increases the fire risk and allows fires to spread more quickly and intensely; and

WHEREAS, the Town is home to a number of military veterans, some of whom may suffer from post-traumatic stress disorder (“PTSD”), whose PTSD may be exacerbated by the use of fireworks within the Town; and

WHEREAS, the Town has received numerous requests from residents and equestrians to help prevent and protect their horses and property from the negative effects of fireworks; and

WHEREAS, the use of fireworks within the Town, which is home to hundreds of equestrian residents, horses, equestrian related farms and service, and densely wooded canopies, and military veterans is detrimental to the health, safety, and welfare of the Town’s residents; and

WHEREAS, the Town Council believes it is necessary to enact regulations regarding fireworks; and

WHEREAS, this ordinance enacts regulations governing the use of fireworks; and

WHEREAS, the Town Council has determined that the enactment of this ordinance is for a proper municipal purpose and in the best interests of the residents of the Town.

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

Section 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

Section 2. The Town of Loxahatchee Groves hereby creates Chapter 27 “Fireworks” to read as follows (additions in underline text):

CHAPTER 27 - FIREWORKS

Sec. 27-1. – Discharge or use of fireworks, pyrotechnic devices and special effects.

The discharge, firing or use of firecrackers, rockets, torpedoes, roman candles or other fireworks or substances designed and intended for pyrotechnic display, and of pistols, canes, cannons or other appliances using blank cartridges or caps containing chlorate or potash mixture, is prohibited. The use of pyrotechnic special effects, flame effects and/or similar devices inside buildings, tents, structures and/or other enclosed spaces is prohibited. Flame effects include, but are not limited to, batons, and/or torches fueled by liquid, solid or gaseous fuels; flame projectors which produce heat effects and/or flames; flash powders composed of fuel(s) and oxidizer(s); flares and similar devices. Pyrotechnic special effects include, but are not limited to, chemical mixtures used in the entertainment industry to produce visible, audible or thermal effects by combustion, deflagration or detonation. However, this Chapter shall not prohibit public outdoor fireworks/pyrotechnic displays where the permission of the Town Manager has been obtained, and for which a permit has been obtained from the applicable governmental agency, all financial bond requirements established by the Town, if any, have been satisfied, and other prescribed safety requirements have been met. Fireworks and sparklers shall have the same definition as set forth in Florida Statutes.

Except as otherwise set forth in this chapter the requirements set forth in Florida Statutes Chapter 791 shall govern.

Sec. 27-2. – Enforcement and penalties.

(a) This chapter may be enforced by the Palm Beach County Sheriff’s Office or by any law enforcement officer, Palm Beach County fire marshals or appropriate fire personnel, or Town code enforcement officers.

(b) Penalties. Violations may be enforced through the Town code enforcement process and pursuant to F.S. chapter 162 or as determined by the Palm Beach County Sheriff’s Office in accordance with state statutes.

(c) Violation. Fireworks and sparklers that are used or being used in violation of this chapter are subject to confiscation by law enforcement authorities in addition to the other enforcement measures provided in this chapter.

(d) Injunction of public nuisance or threat of irreparable harm. The Town, in addition to any other remedies provided by law, may seek in a court of competent jurisdiction an injunction against any person or entity who uses fireworks and sparklers in violation of this section. In the event the Town is required to file suit for injunction to enjoin a violation of this chapter, if the Town prevails it shall be entitled to recover reasonable attorney fees and court costs in addition to any other relief granted.

Section 3. Conflict. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

Section 4. Severability. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 5. Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, that the Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

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

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

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS __ DAY OF _____, 2025.

	<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"/>
PHILLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

LISA EL-RAMEY, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PAUL COLEMAN II, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ____ DAY OF _____, 2025.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LISA EL-RAMEY, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PAUL COLEMAN II, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Councilmember Phillis Maniglia, Seat 1

Councilmember Lisa El-Ramey, Seat 2

Councilmember Paul Coleman II, Seat 4