TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

155 F. ROAD, LOXAHATCHEE GROVES, FL 33470

TOWN COUNCIL REGULAR MEETING

AGENDA

JANUARY 06, 2026 – 6:00 PM

Anita Kane, Mayor (Seat 3)

Marge Herzog, Vice Mayor (Seat 5) **Todd McLendon, Councilmember (Seat 1)**

Lisa El-Ramey, Councilmember (Seat 2) **Paul T. Coleman II, Councilmember (Seat 4)**

Administration

Town Manager, Francine L. Ramaglia

Town Attorney, Jeffrey S. Kurtz, Esq.

Town Clerk, Valerie Oakes

Community Standards Director, Caryn Gardner-Young

Chief Finance Officer, David DiLena of Projected Point

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

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

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

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

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

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

PRESENTATIONS

1. Pre-Legislative Session Updates

CONSENT AGENDA

2. Approval of the Minutes

3. Consideration of Approval on ***Resolution No. 2026-02***: A RESOLUTION OF THE TOWN OF LOXAHATCHEE GROVES NAMING THE ROAD WITHIN LOXAHATCHEE GROVES PARK "LOXAHATCHEE GROVES PARK DRIVE; PROVIDING FOR TRANSMITTAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

4. Consideration of Approval on ***Resolution No. 2026-03***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING FIRST AMENDMENT OF THE CONTINUING CONTRACT FOR PROFESSIONAL SERVICES BETWEEN TOWN OF LOXAHATCHEE GROVES, FLORIDA AND WHIDDEN SURVEYING AND MAPPING; AND PROVIDING FOR AN EFFECTIVE DATE.

5. Consideration of Approval on ***Resolution No. 2026-04***: Huurr Homes Change Order No. 1 – Catch Basins & Culverts - A Rd & Collecting Canal Rd

OLD BUSINESS

6. Renaming Okeechobee Boulevard to Middle Road within the municipal boundaries of the Town of Loxahatchee Groves by Approving ***Resolution No. 2026-01***.

7. Report on Items for the Planning and Zoning Board

8. Report on Items for the ULDC

9. Report on Joint Meeting of the Town Council and Finance Advisory Audit Committee on January 26, 2026

10. Report on Town Council's Directive for a 5% Operating Budget Reduction

11. Report on Tentatively Scheduled Items for the January 6, 2026 Town Council Regular Meeting

REGULAR AGENDA

None.

PUBLIC HEARING

12. Consideration of Approval on ***Ordinance No. 2025-21*** on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO PLAT REVIEW PROCESSES; AMENDING PART V "DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS" OF THE UNIFIED LAND DEVELOPMENT CODE OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA BY AMENDING ARTICLE 115 "PUBLIC HEARING NOTICES" SECTION 115 -010 "TABLE OF PUBLIC HEARING NOTICE REQUIREMENTS" TO DELETE REFERENCE TO PLATS; AMENDING ARTICLE 120 "QUASI-JUDICIAL HEARINGS" SECTION 120-115 "QUASI-JUDICIAL MATTERS" TO DELETE REFERENCE TO PLATS; AMENDING ARTICLE 140 "SUBDIVISION OF LAND" DIVISION 1 "PLATTING" TO PROVIDE FOR ADMINSTRATIVE REVIEW AND APPROVAL OF PLATS IN ACCORDANCE WITH SECTION 177.071 FLORIDA STATUTES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

DISCUSSION

13. Direction with respect to the Palm Beach County Sheriff's Office Contract

14. Discussion of Solid Waste and Recycling Collection Services Contract

15. Discussion of request from Sheltering Palms Foundation to release conservation easement

ADMINISTRATIVE TRANSIMITTAL - RECEIVE AND FILE

16. Update on Conservation Easements

17. Report of District Works Improvements for the 2025-2026 Calendar Year

18. Update on the RV Program

19. Update on Town Actions regarding Okeechobee Blvd properties

20. Consideration of SB 180 on Potential ULDC Updates

21. Commerce Planning Grant CPTA FY 2025–2026 Award – Project Status and Implementation Process

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

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

TOWN STAFF COMMENTS

Town Manager Francine L. Ramaglia

Town Attorney Jeffrey S. Kurtz, Esq.

Town Clerk Valerie Oakes

Community Standards Director Caryn Gardner-Young

Public Works Superintendent Craig Lower

TOWN COUNCILMEMBER COMMENTS

Councilmember Todd McLendon (Seat 1)

Councilmember Lisa El-Ramey (Seat 2)

Councilmember Paul T. Coleman II (Seat 4)

Vice Mayor Marge Herzog (Seat 5)

Mayor Anita Kane (Seat 3)

ADJOURNMENT

Comment Cards:

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

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

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

FROM: **Francine Ramaglia, Town Manager**

DATE: **January 6, 2025**

SUBJECT: **Pre-Legislative Session Presentation, including SB 180 Updates**

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

BACKGROUND

The Town's lobbying team has reviewed and updated the Town's legislative priorities discussed at the December 2nd Council meeting. In anticipation of the upcoming session, Ron Book, Sean Pittman and their team—Rana Brown, Kasey Denny, Sam Peltier-- will present the Town's updated legislative priorities as well as review updates to the ongoing property tax dialogues, proposals to modify last session's SB 180 and other anticipated legislative issues likely to see in the upcoming session.

Also attached to this agenda item is SB 840, the first bill amending SB 180 which is in its earliest stages. There is no companion House bill yet, and the final outcome remains highly uncertain. The Florida League of Cities is taking the lead on behalf of municipalities and has already secured at least two major proposed changes to SB 180:

1. The area impacted by the restrictions would be reduced from within 100 miles to within 50 miles of a hurricane's track.
2. The expiration date for the freeze on new or more restrictive land development regulations would move up from October 1, 2027, to June 30, 2026.

Additionally, the draft bill would:

- Clarify that local governments may continue to adopt or enforce changes to the Florida Building Code or local technical amendments.
- Provide a more structured process for legal challenges, including a required notice and cure period before litigation.
- Limit the scope of restrictions to only those properties actually damaged by hurricanes and requiring permits for repair or reconstruction.

- Allow enforcement of amendments or regulations required by state or federal law, or those implementing floodplain management standards.

Given the evolving legislative landscape, staff and our lobbyists will continue to monitor developments and coordinate with the League of Cities to protect the Town's interests. The following memo reflects the current state of the law and incorporates the most significant proposed changes to date.

RECOMMENDATION

Our lobbying team has recommended that we hold off on any significant changes to the ULDC other than administrative or clearly less restrictive changes until following the outcomes of the upcoming session.

PITTMAN Law Group

Ronald L. Book, P.A. LAW OFFICES PROFESSIONAL ASSOCIATION

2026 LEGISLATIVE SESSION OUTLOOK

- **STATE FUNDING REQUESTS**: Two appropriations funding requests have been submitted for the upcoming Session. Both **Senator Harrell** and **Representative Weinberger** have agreed to sponsor these requests. They are as follows:

Loxahatchee Groves Control Structure Resiliency Improvements: The Town requests $750,000 in state funding for the construction, repair, and enhancement of the pump station and three critical water control structures along Southern Boulevard. These improvements will stabilize water levels, reduce flooding risk, protect agriculture and equestrian operations, and safeguard local infrastructure. The project strengthens long-term water management reliability, reduces emergency response costs, and provides regional benefits by enhancing flood control along the Southern Boulevard corridor in coordination with SFWMD priorities. Due to aging infrastructure—over 50 years old with deferred maintenance, these upgrades are vital to mitigate storm damage and flooding. The project is shovel-ready, regionally significant, and low-risk to implement. **Requested: $750,000** Match: 50%
Loxahatchee Groves Stormwater System Rehabilitation Phase III: The Town requests $750,000 in state funding for Phase III of its Stormwater System Rehabilitation Project. This phase includes improvements to canal junctions, pump stations, control structures, and public culvert crossings. High-priority repairs have been identified for culverts, swales, and catch basins along major local roads and primary north-south connectors, with over 200 potential sites requiring upgrades. This shovel-ready project enhances community resiliency, public safety, and flood response by maintaining access and flood protection for residential properties, preserving critical infrastructure and utilities, safeguarding municipal and emergency operations, and reducing flood-related damages, hazards, and maintenance costs. **Requested: $750,000** Match: 50%

- **LOCAL BILL:**

Fireworks Regulation: SUPPORT legislation affecting local fireworks regulation, which has been submitted for publication and will be sponsored by **Representative Weinberger**.

- **LEGISLATIVE ISSUES:**

Property Taxes / Municipal Service Taxing Unit (MSTU) Impacts: MONITOR Proposals that impact property taxes throughout the State. Countywide tax distribution and MSTU financial equity issues remain central to the Town's fiscal outlook.

Rural Designation Efforts: Address options with the Department of Commerce available to rural communities that could provide grant funding to enhance infrastructure throughout the Town. The Town's Rural Demonstration Report shows more than 3,000 acres of bona fide agriculture and rural-residential parcels, SUPPORT legislation addressing rural recognition and protections.

Rural Renaissance Bill: SUPPORT opportunities for rural investment, agricultural protections, and infrastructure SUPPORT tailored to nonurban, rural communities like the Groves.

SB 180 (2025) and SB 840 (2026) Lawsuits Related to Property Taxes: MONITOR SB 840 as it progresses through the legislative process, advocate for a streamlined application of the original bill concept that is narrower in scope. Lessen the effect or eliminate provisions in SB 180 that involve litigation procedures and fiscal exposure related to value based property tax challenges, important due to our high share of agricultural and homestead parcels.

HB 123 – Property Assessment and Revenue Changes: MONITOR HB 123 which may affect revenue predictability, assessment practices, and local taxing authority, with notable implications for rural municipalities.

Tree Trimming & Mitigation: MONITOR potential legislation similar to SB 724 (2025), called the "Fallen Tree Act", and which seeks to make private property owners liable for damage caused by falling trees and allow for the unilateral removal of hazardous vegetation. SUPPORT the intent of enhancing homeowner safety and reducing municipal liability, which aligns with our storm resilience goals, however, with balanced standards. SUPPORT stronger mitigation requirements for developers to ensure that "safety" is not used as a loophole to clear-cut our canopy without replacement.

Utility Relocation & Coordination: SUPPORT HB 703 (2025) which include new mandates regarding relocation timelines and the creation of a Utility Relocation Reimbursement Grant Program are in effect. This legislation provides critical funding opportunities for local infrastructure projects and mandates timely coordination with FDOT and utilities. We SUPPORT this framework as it reduces cost burdens and construction delays on Town road and drainage projects.

Short-Term Rentals: MONITOR any legislation filed that addresses short-term rentals and ensure it includes local control over occupancy to prevent large lots from becoming unregulated "party houses."

Sovereign Immunity Limits/Suits against the Government: SUPPORT current statutory limits on damages for tort claims against the state and local governments.

By Senator DiCeglie

18-00753C-26 2026840__

A bill to be entitled

An act relating to land use regulations for local governments affected by natural disasters; amending s. 252.422, F.S.; revising the definition of the term "impacted local government"; prohibiting impacted local governments from enforcing certain moratoriums, requiring the repair or reconstruction of certain improvements to meet certain requirements, or enforcing changes to specified procedures; revising circumstances under which impacted local governments may enforce certain amendments, site plans, development permits, or development orders; providing applicability; authorizing impacted local governments to require a property owner to provide specified documentation; deleting provisions related to filing suit against an impacted local government for injunctive relief; providing construction; deleting obsolete language; amending chapter 2025-190, Laws of Florida; revising the timeframe within which certain counties are prohibited from proposing or adopting certain moratoriums, amendments, or procedures; revising a future expiration date; providing an effective date.

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

Section 1. Section 252.422, Florida Statutes, is amended to read:

252.422 Restrictions on county or municipal regulations

after a hurricane.—

(1) As used in this section, the term "impacted local government" means a county listed in a federal disaster declaration located entirely or partially within 50 ~~100~~ miles of the track of a storm declared to be a hurricane by the National Hurricane Center while the storm was categorized as a hurricane and which was listed in a federal major disaster declaration pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. ss. 5121 et seq., or a municipality located within such a county.

(2) For 1 year after a hurricane makes landfall in this state, an impacted local government may not ~~propose or adopt~~:

(a) Enforce a moratorium that prevents or delays the repair or ~~on construction,~~ reconstruction~~, or redevelopment~~ of an existing improvement damaged by such hurricane, unless the moratorium is imposed for the purpose of addressing stormwater or flood water management, potable water supply, or necessary repairs to or replacement of sanitary sewer systems ~~any property~~.

(b) Require the repair or reconstruction of an existing improvement damaged by such hurricane to comply with an ~~A more restrictive or burdensome~~ amendment to its comprehensive plan or land development regulations which was first effective after such hurricane made landfall in this state.

(c) Enforce a change to a ~~more restrictive or burdensome~~ procedure concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined in s. 163.3164, which increases the timeframe for the impacted local government to take final action

on such review, approval, or issuance and which is effective after such hurricane makes landfall in this state.

(3) Notwithstanding subsection (2), a comprehensive plan amendment, land development regulation amendment, site plan, development permit, or development order approved or adopted by an impacted local government ~~before or after June 26, 2025,~~ may be enforced if:

(a) The associated application is initiated by a private party other than the impacted local government and the property that is the subject of the application is owned by the initiating private party;

(b) ~~The proposed comprehensive plan amendment was submitted to reviewing agencies pursuant to s. 163.3184 before landfall; or~~

~~(c)~~ The proposed comprehensive plan amendment or land development regulation is approved by the state land planning agency for an area of critical state concern designated pursuant to chapter 380; ~~pursuant to s. 380.05.~~

(c) The adoption of the comprehensive plan amendment or land development regulation amendment is required to comply with state or federal law; or

(d) The adoption of the comprehensive plan amendment or land development regulation implements a floodplain management standard consistent with 44 C.F.R. part 60, relating to the National Flood Insurance Program.

(4) The prohibitions of paragraphs (2)(b) and (c) apply only to property damaged to such an extent that a permit is required for the repair or reconstruction of the existing improvement. An impacted local government may require a property

owner to provide documentation demonstrating that the property was damaged by a hurricane, including, but not limited to, documents produced by property appraisers, insurers, or local building inspectors.

~~(a) Any person may file suit against any impacted local government for declaratory and injunctive relief to enforce this section.~~

~~(b) A county or municipality may request a determination by a court of competent jurisdiction as to whether such action violates this section. Upon such a request, the county or municipality may not enforce the action until the court has issued a preliminary or final judgment determining whether the action violates this section.~~

~~(c) Before a plaintiff may file suit, the plaintiff shall notify the impacted local government by setting forth the facts upon which the complaint or petition is based and the reasons the impacted local government's action violates this section. Upon receipt of the notice, the impacted local government shall have 14 days to withdraw or revoke the action at issue or otherwise declare it void. If the impacted local government does not withdraw or revoke the action at issue within the time prescribed, the plaintiff may file suit. The plaintiff shall be entitled to entry of a preliminary injunction to prevent the impacted local government from implementing the challenged action during pendency of the litigation. In any action instituted pursuant to this paragraph, the prevailing plaintiff shall be entitled to reasonable attorney fees and costs.~~

~~(d) In any case brought under this section, all parties are entitled to the summary procedure provided in s. 51.011, and the~~

~~court shall advance the cause on the calendar.~~

(5) This section may not be construed to restrict a local government from adopting or enforcing changes to the Florida Building Code or local technical amendments adopted pursuant to s. 553.73(4) ~~The Office of Program Policy Analysis and Government Accountability (OPPAGA) shall conduct a study on actions taken by local governments after hurricanes which are related to comprehensive plans, land development regulations, and procedures for review, approval, or issuance of site plans, permits, or development orders. The study must focus on the impact that local governmental actions, including moratoriums, ordinances, and procedures, have had or may have on construction, reconstruction, or redevelopment of any property damaged by hurricanes. In its research, OPPAGA shall survey stakeholders that play integral parts in the rebuilding and recovery process. OPPAGA shall make recommendations for legislative options to remove impediments to the construction, reconstruction, or redevelopment of any property damaged by a hurricane and prevent the implementation by local governments of burdensome or restrictive procedures and processes. OPPAGA shall submit the report to the President of the Senate and the Speaker of the House of Representatives by December 1, 2025~~.

Section 2. Section 28 of chapter 2025-190, Laws of Florida, is amended to read:

Section 28. (1) Each county listed in the Federal Disaster Declaration for Hurricane Debby (DR-4806), Hurricane Helene (DR-4828), or Hurricane Milton (DR-4834), and each municipality within one of those counties, may not propose or adopt any moratorium on construction, reconstruction, or redevelopment of

any property damaged by such hurricanes; propose or adopt more restrictive or burdensome amendments to its comprehensive plan or land development regulations; or propose or adopt more restrictive or burdensome procedures concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined by s. 163.3164, Florida Statutes, before June 30, 2026 ~~October 1, 2027~~, and any such moratorium or restrictive or burdensome comprehensive plan amendment, land development regulation, or procedure shall be null and void ab initio. This subsection applies retroactively to August 1, 2024.

(2) Notwithstanding subsection (1), any comprehensive plan amendment, land development regulation amendment, site plan, development permit, or development order approved or adopted by a county or municipality before or after the effective date of this act may be enforced if:

(a) The associated application is initiated by a private party other than the county or municipality.

(b) The property that is the subject of the application is owned by the initiating private party.

(3)(a) A resident of or the owner of a business in a county or municipality may bring a civil action for declaratory and injunctive relief against the county or municipality for a violation of this section. Pending adjudication of the action and upon filing of a complaint showing a violation of this section, the resident or business owner is entitled to a preliminary injunction against the county or municipality preventing implementation of the moratorium or the comprehensive plan amendment, land development regulation, or procedure. If

such civil action is successful, the resident or business owner is entitled to reasonable attorney fees and costs.

(b) Attorney fees and costs and damages may not be awarded pursuant to this subsection if:

1. The resident or business owner provides the governing body of the county or municipality written notice that a proposed or enacted moratorium, comprehensive plan amendment, land development regulation, or procedure is in violation of this section; and

2. The governing body of the county or municipality withdraws the proposed moratorium, comprehensive plan amendment, land development regulation, or procedure within 14 days; or, in the case of an adopted moratorium, comprehensive plan amendment, land development regulation, or procedure, the governing body of a county or municipality notices an intent to repeal within 14 days after receipt of the notice and repeals the moratorium, comprehensive plan amendment, land development regulation, or procedure within 14 days thereafter.

(4) This section expires June 30, 2026 ~~2028~~.

Section 3. This act shall take effect July 1, 2026.

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

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

FROM: **Valerie Oakes, Town Clerk**

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

DATE: **January 6, 2026**

SUBJECT: **Approval of the Minutes**

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

Background: Below is a list of minutes for approval:

- June 18, 2024 – Town Council Workshop & Special Meeting Minutes
- August 20, 2024 – Town Council Budget Workshop Meeting Minutes
- April 1, 2025 – Town Council Regular Meeting Minutes
- May 1, 2025 – Town Council Special Meeting Minutes
- May 6, 2025 – Town Council Community Discussion Meeting Minutes
- May 6, 2025 – Town Council Regular Meeting Minutes
- May 13, 2025 – Town Council Regular Meeting Minutes
- June 3, 2025 – Town Council Community Discussion Meeting Minutes
- June 3, 2025 – Town Council Regular Meeting Minutes
- June 10, 2025 – Town Council Special Meeting Minutes
- July 01, 2025 – Town Council Regular Meeting Minutes
- July 08, 2025 – Town Council Regular Meeting Minutes
- July 22, 2025 – Town Council Special Meeting Minutes
- July 28, 2025 – Town Council Special Meeting Minutes
- August 20, 2025 - Town Council Budget Workshop Meeting Minutes
- December 16, 2025 – Town Council Special & Workshop Meeting Minutes

Fiscal Impact: N/A

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

Attachments: N/A

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL WORKSHOP / SPECIAL MEETING MINUTES
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, June 18, 2024

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor Kane called the meeting to order at 6:21 PM.

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE

Mayor Kane led the Pledge of Allegiance followed by a moment of silence.

ROLL CALL

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Robert Shorr, Councilmember Laura Danowski, Councilmember Phillis Maniglia, Town Attorney Tanya Earley, Project Coordinator Jeff Kurtz, Planner Jim Fleischman and Kaitlyn Forbes, and Town Clerk Valerie Oakes were present.

ADDITIONS, DELETIONS AND MODIFICATIONS

Mayor Kane called for any additions, deletions, modifications or approval of the agenda.

MOTION: COUNCILMEMBER DANOWSKI/VICE MAYOR HERZOG MOVED TO APPROVE THE AGENDA. MOTION PASSED UNANIMOUSLY (5-0).

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Town Clerk Oakes stated she received an email from Fran Holden, hereto attached as Exhibit A.

Public Comment received from Cassie Suchy.

SPECIAL MEETING CONSENT AGENDA

Councilmember Shorr requested to pull Consent Agenda Item No. 3.

Councilmember Danowski requested to pull Consent Agenda Item No. 2.

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO APPROVE CONSENT AGENDA, WITH THE REMOVAL OF ITEMS NO. 2 AND 3 FOR DISCUSSION. MOTION PASSED UNANIMOUSLY (5-0).

1. Approval of ***Resolution No. 2024-36***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR THE RECREATION OF THE "LOXAHATCHEE GROVES AGRITOURISM COMMITTEE" TO IDENTIFY POTENTIAL SUBSTANTIAL OFFSITE IMPACTS FROM AGRITOURISM ACTIVITIES AND DEVELOP MITIGATION METHODS FOR SUBSTANTIAL OFFSITE IMPACTS; PROVIDING FOR DUTIES OF THE COMMITTEE; PROVIDING FOR COMPLIANCE WITH FLORIDA'S SUNSHINE LAW AND PUBLIC RECORDS LAW; PROVIDING FOR PROCEDURAL MATTERS OF THE COMMITTEE; PROVIDING FOR SUNSETTING OF THE COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

   MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO APPROVE CONSENT AGENDA, WITH THE REMOVAL OF ITEMS NO. 2 AND 3 FOR DISCUSSION. MOTION PASSED UNANIMOUSLY (5-0).

2. Approval of ***Resolution No. 2024-37***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING THE MEMBERS OF THE LOXAHATCHEE GROVES AGRITOURISM COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

   Councilmember Danowski requested to pull Consent Agenda Item No. 2 for discussion.

   MOTION: COUNCILMEMBER SHORR/COUNCILMEMBER MANIGLIA MOVED TO APPROVE RESOLUTION 2024-37. MOTION PASSED (4-1 WITH COUNCILMEMBER DANOWSKI DISSENTING).

3. Approval of ***Resolution No. 2024-38***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING THE MEMBERS OF THE ROADWAY, EQUESTRIAN TRAILS AND GREENWAY ADVISORY COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE. Town of Loxahatchee Groves Town Council Workshop / Special Meeting June 18, 2024 Page No. 3

   Councilmember Shorr requested to remove Consent Agenda Item No. 3 for discussion.

MOTION: COUNCILMEMBER SHORR/VICE MAYOR HERZOG MOVED TO APPROVE RESOLUTION 2024-38 WITH THE AMENDMENTS TO REMOVE THE TWO ALTERNATES AND ADDING FRANK SCHIOLA AS COUNCILMEMBER ROBERT SHORR'S APPOINTEE. MOTION PASSED UNANIMOUSLY (5-0).

4. Approval of ***Resolution No. 2024-39***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR THE RECREATING OF THE UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE; PROVIDING FOR DUTIES OF THE COMMITTEE; PROVIDING FOR METHOD OF APPOINTMENT OF COMMITTEE MEMBERS; PROVIDING FOR COMPLIANCE WITH FLORIDA'S SUNSHINE LAW AND PUBLIC RECORDS LAW; PROVIDING FOR PROCEDURAL MATTERS OF THE COMMITTEE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO APPROVE CONSENT AGENDA, WITH THE REMOVAL OF ITEMS NO. 2 AND 3 FOR DISCUSSION. MOTION PASSED UNANIMOUSLY (5-0).

5. Approval of ***Resolution No. 2024-40***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING THE MEMBERS OF THE UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO APPROVE CONSENT AGENDA, WITH THE REMOVAL OF ITEMS NO. 2 AND 3 FOR DISCUSSION. MOTION PASSED UNANIMOUSLY (5-0).

6. Approval of ***Resolution No. 2024-41***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING FREDERICK HOO AS VOTING MEMBERS OF THE FINANCE AUDIT AND ADVISORY COMMITTEE (FAAC) TO SERVE TERMS OF ONE (1) YEAR, PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO APPROVE CONSENT AGENDA, WITH THE REMOVAL OF ITEMS NO. 2 AND 3 FOR DISCUSSION. MOTION PASSED UNANIMOUSLY (5-0).

WORKSHOP MEETING AGENDA

7. Presentation and Discussion of Evaluation and Appraisal Report (EAR) on the Comprehensive Plan

   A. Brief Summary of Process to Date on Comprehensive Plan

B. Basis for Comprehensive Plan 2024 Data and Analysis
C. Revisions to the Evaluation and Appraisal Amendments 2024 Goals, Objectives and Policies
D. Summary of Agency Comments and Recommendations for Revisions and Staff Responses

Town Council discussion ensued. Public Comment received from Steve Levine, Jasmine Levine, Katie Edwards, and emails received from Katie Edwards, hereto attached as Exhibit B.

8. Discussion on Current Zoning of PUD (if not previously discussed)

Town Council discussion ensued.

Public Comment received from Cassie Suchy and Jasmine Levine.

9. Presentation and Discussion of Loxahatchee Groves Rural Vista Guidelines

Town Council discussion ensued.

By consensus, the Rural Vista Guidelines will be sent to the Unified Land Development Committee and the legal team for review.

10. Updates, Items of Interest and Future Agenda Items

Town Council and staff discussion ensued.

TOWN COUNCILMEMBER COMMENTS

Councilmember Laura Danowski stated that since Form 6 was subject to an injunction, there was a request for a $10,000 contribution from each Town, and she questioned whether the Town should evaluate providing financial support toward that initiative. She asked whether the Town wanted to consider contributing toward that effort. She further commented that a resident had suggested appealing to local foundations to adopt the Town for some of its needs. She stated that saving the tree canopy could provide a strong headline for a foundation to support, such as helping the Town of Loxahatchee Groves save the tree canopy. Ms. Danowski questioned how such a proposal could be accomplished, asking whether it would be a grant application or require someone to directly approach foundations for sponsorship.

Councilmember Phillis Maniglia stated that she requested and distributed to her fellow Council members a list of all Field, Drainage, and Alteration (FDA) cases currently in Code Enforcement. Ms. Maniglia explained that the list was incomplete, noting that some individuals had not yet been signed off and that several property owners had already paid $81,000 in fines, leaving the property underwater. She expressed concern that residents were being brought before a magistrate for FDA violations even though the Town Engineer had previously stated she did not agree with the FDA code requirements related to filling historic ditches. Ms. Maniglia stated that it was unacceptable

that more than half of the magistrate's docket consisted of FDA cases. She reminded the Council that she had raised this issue two weeks prior and had expected the Town Engineer to provide further input at the current meeting. Ms. Maniglia emphasized that the matter was time-sensitive, as the current requirements were damaging residents' land and causing flooding on neighboring properties and that addressing this issue must become a priority for the Town and could no longer be delayed.

Councilmember Robert Shorr stated that he had received several phone calls regarding the PBSO contract, with residents expressing appreciation for the Council's unanimous vote to renew it. He clarified that the decision was made collectively in open session and encouraged residents to use official agendas and minutes on the Town's website for accurate information, noting that staff and Council were available to assist if needed. Mr. Shorr also addressed the Form 6 injunction, explaining that the requirement was repealed because the justifications provided by Florida Legislators were unfounded. He stated that Form 6 required personal financial details, which he believed posed identity theft risks and had little to do with ethics, whereas Form 1 already disclosed relevant business and property interests. He mentioned he hoped Form 6 would be permanently eliminated, adding that he had deleted his partially completed filing after receiving notice of the injunction and instead filed the Form 1 disclosure.

Vice Mayor Marge Herzog asked about researching rural cities that had difficulties with Planned Unit Developments (PUD) to learn from the experiences. She suggested obtaining and sharing a referenced document that Ms. Suchy mentioned, proposing that it be distributed to the Council as a starting point for discussion. She also raised questions about FEMA and whether an additional floodplain ordinance was necessary. Ms. Herzog stated the Town already had a floodplain ordinance but that the Town's engineers had expressed concerns with it. She requested that further information referenced by Ms. Suchy be shared with her and the Council, emphasizing the importance of ensuring protections for Town residents. Ms. Herzog confirmed that a workshop was scheduled for July 16th and mentioned concerns about a Recreational Vehicle (RV) repair shop near 43rd Street, noting that she had observed RVs in poor condition being towed around Town and requested that staff check whether the business had an active Business Tax Receipt.

Mayor Anita Kane stated that this was the first time since she had been on Council and taken over as Mayor that she felt the Council had worked very well together during a meeting. She acknowledged that there had been a few tense moments but emphasized that, for the most part, things were cordial. She expressed that she truly enjoyed sitting on the dais with the Council that evening and thanked everyone.

ADJOURNMENT

There being no further business before the Council, Councilmember Shorr moved to adjourn the meeting at 9:25 PM, which was seconded by Councilmember Maniglia and passed unanimously (5-0).

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor Anita Kane, Seat 3

Town Clerk

Vice Mayor Margaret Herzog, Seat 5

Councilmember Phillis Maniglia, Seat 1

Councilmember Laura Danowski, Seat 2

Councilmember Robert Shorr, Seat 4

Valerie Oakes

From: Fran Holden <mholdenfam@gmail.com>
Sent: Tuesday, June 18, 2024 3:23 PM
To: Valerie Oakes
Cc: Fran Holden
Subject: RVPatk

Valerie,
Please read this at the meeting this afternoon.

Dear council,
I do not support this proposed commercial use for several reasons.

This “campground” resembles a parking lot. Too many overnight guests creating noise (I hear fireworks), crime and pollution.
Let’s limit the commercial use to clean business that closes at 5pm.
Consider the traffic at the B road intersection which is already congested and dangerous.
Consider the traffic on South B road which we were told would not be a cut through, haha.
Why should LG provide RV parking for Wellington and RPB. Something they wouldn’t allow inside their boundaries. They’ve sent one crummy business over to us….BIG mistake.
And lastly, we need to deny all use that draws big rigs to our country roads. Yes, there might be asphalt but they are not designed to handle this much use.
Please deny this application.
Thank you.
Fran Holden
2241 B Rd

Valerie Oakes

From: Katie Edwards-Walpole <Katie@flfarmlaw.com>
Sent: Monday, June 17, 2024 4:15 PM
To: Valerie Oakes
Cc: Katie Edwards-Walpole
Subject: Please add the attached letter to the record
Attachments: Loxahatchee Groves 24-01ER.pdf

Good afternoon Ms. Oakes,

Please add the attached letter to the record for Agenda Item 7 on the June 18, 2024 council meeting/workshop.

Thank you,
Katie Edwards-Walpole

Revision: 3/14/2024

TREASURE COAST REGIONAL PLANNING COUNCIL

M E M O R A N D U M

To: Loxahatchee Groves

From: Staff

Date: March 14, 2024

Subject: Local Government Comprehensive Plan Review
Draft Amendment to the Town of Loxahatchee Groves Comprehensive Plan
Amendment No. 24-01ER

Introduction

The Community Planning Act, Chapter 163, *Florida Statutes*, authorizes the regional planning council to review local government comprehensive plan amendments prior to their adoption. The regional planning council review and comments are limited to adverse effects on regional resources or facilities identified in the Strategic Regional Policy Plan (SRPP) and extrajurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the region. Council must provide any comments to the local government within 30 days of the receipt of the proposed amendments and must also send a copy of any comments to the state land planning agency.

The amendment package from the Town of Loxahatchee Groves was received on February 13, 2024 and contains amendments to the Future Land Use, Transportation, Infrastructure, Conservation, Recreation and Open Space, Housing, Intergovernmental Coordination, and Capital Improvements elements. Additionally, the amendments add new Property Rights and Introduction elements, and delete the Public School Facilities Element. This report includes a summary of the proposed amendments and Council comments.

Summary of Proposed Amendments

The proposed amendments are based on the Town's Evaluation and Appraisal Review (EAR). The purpose of the EAR is to determine whether the need exists to amend the comprehensive plan to reflect changes in state requirements since the last time the comprehensive plan was updated and to address issues of local concern. Due to the large amount of materials, the proposed amendments, shown in ~~strikeout~~ and underline format, are available upon request. The following summarizes the proposed amendments.

Introduction and Administration

This new element provides the general framework for the comprehensive plan; identifies the process for amending the plan; lists requirements in state statutes; and indicates that the Town's community character goal is a vision statement that, in part, Loxahatchee Groves will protect its natural environment and rural character in the midst of an urbanizing region.

Property Rights Element

Effective July 1, 2021, under Chapter 163, Florida Statutes, each local government is required to adopt and include a Property Rights Element in its comprehensive plan. Inclusion of the property rights element is intended to protect private property rights and to ensure they are considered in local decision-making. This new element must be adopted by the earlier of the date of the local government's adoption of its next proposed plan amendment, or the date of the next scheduled evaluation and appraisal report. Local governments can adopt their own Property Rights Element, or use the following statement of rights:

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.
3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
4. The right of a property owner to dispose of his or her property through sale or gift.

The proposed amendment adopts the new Property Rights Element which is included as Exhibit 2.

Future Land Use Element

Proposed amendments:

- Revise a goal to indicate that the Town will continue to be a rural residential and agricultural community that respects lifestyle choices balanced with changing community needs.
- Delete an objective and underlying policies related to maintaining Okeechobee Boulevard as a two-lane road.
- Revise policies to indicate:
    - the land development regulations will regulate the placement, size, and design of signs in the Unified Land Development Code (ULDC);
    - buffer residential uses from non-residential uses and associated impacts using mechanisms that promote and enhance the rural natural environment and direct future commercial development to the Southern Boulevard corridor;
    - retaining an agricultural/residential zoning category that includes agritourism uses;
    - remove a reference to the allowance of home occupation uses that will not degrade the rural character of the area;
    - the ULDC will regulate accessory dwelling units;
    - a rural style commercial center includes accessible shopping, recreation, and employment opportunities;
    - the Commercial Low Use land use designation can include self-storage, childcare, and recreational opportunities;
    - the Commercial Offices land use designation can include medical and accessory office and childcare facilities;
    - change the Institutional and Public Facilities land use designation to delete adult day care facilities, congregate living facilities, medical and accessory office, and caretakers' quarters as allowable uses;

  - prohibit additional big box, gas stations, vehicle/car dealerships and industrial complexes; and
  - the maximum floor area ratio (FAR) of a self-storage facility may be increased above 0.15 provided that parking, loading, landscaping, building height, setback, and buffer requirements are satisfied.
- Revise Policy 1.3.1 to indicate the Town shall adopt architectural guidelines for non-residential development.
- Revise Policy 1.5.1 to state that future public schools may be allowed as a permitted use subjective to special exception approval by the Town Council in the Institutional and Public Facilities land use designation, with a preference for upper grade level schools to be located on Southern Boulevard.
- Revise 1.6.4 to state the Town will maintain a post-disaster redevelopment plan.
- Revise Policy 1.7.3 to state that during the EAR process evaluate the need to designate any housing structures as locally historically significant and in need of special consideration under the provisions and criteria cited in the Standard Housing code (also deleting Policy 1.14.2 as that language is moved to this policy).
- Revise Policies 1.10.2 and 1.10.3 to state that public roads, parking lots, and new development shall be designed consistent with the requirements of the ULDC.
- Delete policies related to educating residents on home energy reduction strategies; and business owners and farmworkers on the cost of environmental effects of automobile idling.
- Delete policy 1.14.2 related to designating housing structures as historically significant during the EAR process (redundant to revised Policy 1.7.3).

Transportation Element

Proposed amendments:

- Revise references to the "Town of Loxahatchee Groves" to simply "The Town."
- Add Policy 2.1.6 to state that transportation facilities to serve new development shall be in place or under construction within 3 years after the Town approves a building permit that results in traffic generation.
- Update references to the change of the name of the "Palm Beach County Transportation Planning Agency (PB TPA)."
- Add new policies to:
  - Remove E Road, 140th Avenue extension and exclude that portion of Okeechobee Boulevard from Folsom Road to west of A Road from consideration of expansion to four lanes from the County's 5-Year Road Program;
  - Support the extension of Seminole Pratt-Whitney Road north to State Road 710 (Beeline Highway);
  - Oppose the extension of Okeechobee Boulevard to State Road 80 (Southern Boulevard);
  - Support the extension of State Road 7 from Okeechobee Boulevard to Northlake Boulevard; and
  - Maintain the two-lane section on Okeechobee Boulevard and protect its rural character by designating this section as a Rural Minor Collector on the County's Roadway Classification Map and designing it as a rural roadway, include traffic calming measures, implement reduced speed limits, and increase landscaping along and within the right-of-way.

- Add new Policy 2.2.8 to state the Town will work with PBC annually to incorporate future roadway improvements that implement the Town's Okeechobee Boulevard planning policies and the Town Council shall be represented at the TPA meetings in preparation of the Transportation Improvement Plan.
- Revise policies related to the Town's Trails and Greenways (TAG) Advisory Committee (formerly the Roadway Equestrian Trails and Greenways Advisory Committee).
- Delete policies related to collocation of primary civic facilities.
- Revise Policy 2.7.1 to state that allocation of public maintenance and capital improvements project funds for local roadways will be classified in updated Table TRN-1 Local Roads Functional Classification System and illustrated on Map TRN-2 Local Roads Classification Map.
- Revise Policy 2.7.9 to indicate the Town will strive to reduce greenhouse gas emissions by promoting alternative forms of transportation by cooperating with the PB TPA for new and improved transit.
- Add Policy 2.7.12 to indicate that Service Level 4 and 5 Roads, including private easements, shall not provide access to, and egress from, the Town from areas outside of its corporate limits.

Infrastructure Element

Proposed amendments:

- Delete the reference to the Loxahatchee Groves Water Control District throughout the element.
- Revise and delete policies related to design criteria for stormwater management levels of service; roadway and parking elevations; site perimeter elevations; dry or wet retention/detention stage versus storage; building elevations; off site discharge; and discharge to surface or groundwater to reduce pollutant loading from agricultural uses.
- Revise Objective 3.5 and underlying policies to indicate that the Town will address long-term water needs and planning for additional capacity by working with Palm Beach County during the preparation of its 10-Year Water Supply Facilities Work Plan.
- Delete Policy 3C.3.2 (renumbered to 3.6.2 and reserved) related to denial of future land use map amendments when densities and intensities are increased and potable water facilities are not available and a consumptive use permit has not been issued; and extension of facilities are not included in a financially feasible capital improvements program.
- Revise Policy 3.9.2 to indicate that Town will continue to investigate the provision of services through the Palm Beach County/Town of Loxahatchee Groves Potable Water, Wastewater, and Reclaimed Water Utilities Franchise and Service Area Agreement.
- Add Policy 3.14.3 to state that the Town shall cooperate with the appropriate public agencies to assure solid and hazardous waste generated within the Town are properly managed and violations are reported appropriately. This policy was moved from the Conservation Element.

Conservation Element

Proposed amendments:

- Delete Policy 4.2.6 indicating that the Town will participate in the development of the Reginal Water Supply Plan in conjunction with the South Florida Water Management District (SFWMD).

- Revise Policy 4.2.9 stating the Town will procure educational publications related to water conservation methods from the SFWMD for distribution to residents and posting on the Town's website.
- Revise Policy 4.2.12 to state that the Town, operating as the Loxahatchee Groves Water Control District, will maintain canals in the Town to ensure water quality.
- Revise Policy 4.4.1 to state that the Town will require approval from applicable agencies regarding the preservation of indigenous wildlife and wetlands.
- Revise Policy 4.4.6 to state the Town will provide technical support for the creation of conservation easements.
- Revise Policy 4.6.1 to indicate that the Town will adopt tree protection standards.

Recreation and Open Space

Proposed amendments:

- Revise Policy 5.1.1 (formerly 5A.1.1) to state that the Town will work with property owners to ensure public access recreation facilities are available at a level of service of 6 acres per 1,000 residents.
- Revise 5.1.2 (formerly 5A.1.2) to indicate the Town may encourage development of a public equestrian facility on Southern Boulevard.
- Revise Policy 5.1.3 (formerly 5A.1.3) to state the Town will continue to lobby the County to develop the Loxahatchee County Park, which was the intent of the original master plan as amended in May 2011.
- Add Policy 5.4.3 to state the time line for the construction of, and the amount of acreage required for, parks and recreation facilities to serve new development.
- Revise language in policies to update the name of the "equestrian" trail system to "multi-use."
- Delete Policy 5B.1.1 related to public and private ventures to obtain land and/or financing for recreation areas.
- Delete Policy 5B.3.2 related to direct connections and access between the Town equestrian trails and the Village of Wellington preserves and public trails.
- Delete Policy 5B.3.3 related to coordination of greenways and equestrian trails with the Loxahatchee Groves Water Control District.

Housing Element

Proposed amendments:

- Review Policy 6.1.1 to indicate the Town will follow the Florida Building Code, local amendments, and land development regulations that support the current rural residential character of the Town and remove specific definitions of minimal housing standards.
- Revise Objective 6.2 to remove elderly households, EH handicapped residents and farmworkers from the list of households, and indicate provisions will be made for Community Residential Housing and modular homes.
- Revise Policy 6.2.3 to update the list of innovative housing alternatives.
- Revise Policy 6.2.4 to remove language which requires the land development regulations to include a requirement that standard housing, at affordable cost, is available to persons displaced through any public action.
- Delete Policy 6.2.7 that encourages congregate living facilities south of Collecting Canal Road in proximity to Palms West Hospital.

- Rename references in Objective 6.3 and underlying policies to rename daycare, foster care, and group home facilities to "community residential housing" and indicate the location of these facilities will be regulated by the Town's ULDC.
- Remove policies related to preparing an Affordable Housing Assessment within 12 months of the availability of data from the 2010 Census and during the EAR process.

Intergovernmental Coordination Element

Proposed amendments:

- Delete Policy 7.1.2 that indicates the Town shall continue informal methods to increase effectiveness of existing intergovernmental coordination mechanisms.
- Revise Policy 7.1.7 to indicate the Town will cooperatively pursue resolution of development and growth management impacts outside its jurisdiction regarding traffic control and safety measures.
- Deletes Objective 7.3 and underlying policies related to coordination with the School Board of Palm Beach County and other agencies on planning public school sites.
- Delete Policy 7.4.1 requiring the Town to prepare and review the annual level of service monitoring report contained within the adopted concurrency management system.

Capital Improvements Element

Proposed amendments:

- Delete language in Policy 8.1.1 regarding the Town following the specific timing requirements to ensure adequate public facilities are available to meet level of service standards with the impact of development.
- Remove from Policy 8.1.6 review of the Deficiency determination by a Concurrency Management System criteria as part of a review of the assumptions, projections, needs, and consideration for appropriate and timely renewal of existing facilities.
- Revise Objective 8.2 to remove language that the provision of necessary capital improvement to correct service deficiencies and accommodate planned future growth be consistent with the adopted level of service standards.
- Delete Policy 8.2.18 related to public schools utilization numbers.
- Revise Objective 8.6 to state the Town will no longer update the tables related to the Capital Improvement Projects within the Town, but will provide annual updates to the Five Year Schedule of Capital Improvements, which will not be subject to the comprehensive plan amendment process. Additionally, these tables are being deleted.

<u>Regional Impacts</u>

No adverse effects on regional resources or facilities have been identified.

<u>Extrajurisdictional Impacts</u>

The proposed amendments were circulated by the Palm Beach County Intergovernmental Plan Amendment Review Committee Clearinghouse Coordinator on February 14, 2024. No extrajurisdictional impacts have been identified.

Conclusion

No adverse effects on regional resources or facilities and no extrajurisdictional impacts have been identified. However, Council offers the following comments for consideration by the Town prior to adoption:

1. Since the Public Schools Facilities Element is proposed to be eliminated, at a minimum, the language in Objective 7.3 and associated Policies in the Intergovernmental Coordination Element should be retained to state that the Town will work with the School District on population projections and school siting in accord with Section 163.177(6)(h)(2) of the Florida Statutes. In addition, the Town is encouraged to join as a signatory to the Coordinated School Planning Interlocal Agreement.

2. Consider not deleting the stormwater management criteria in Policy 3.1.2 since these establish a Level of Service standard for this important aspect of the Town's infrastructure and help manage the impact of new development.

3. In Policy 7.1.4, the reference to Council should be revised as follows in red ~~strikeout~~ and underline:

   ~~The Town's Comprehensive Plan~~ Town will consider ~~be consistent, where feasible and practical, with~~ the Treasure Coast Regional ~~Policy~~ Planning Council ~~Regional~~ Strategic Regional Policy Plan, Palm Beach County Comprehensive Plan, the Comprehensive Plans of adjacent local governments, and applicable regional water supply plans when amending the Comprehensive Plan.

Council Action – March 14, 2024

The next scheduled Council meeting is April 19, 2024. In order to avoid unnecessary delay and meet the 30-day agency review deadline, Council's Executive Director, Thomas J. Lanahan, approves this report and authorizes its transmittal to the Town of Loxahatchee Groves and FloridaCommerce.

Attachments

List of Exhibits

Exhibit

1	General Location Map
2	Proposed New Property Rights Element

Exhibit 1
General Location Map

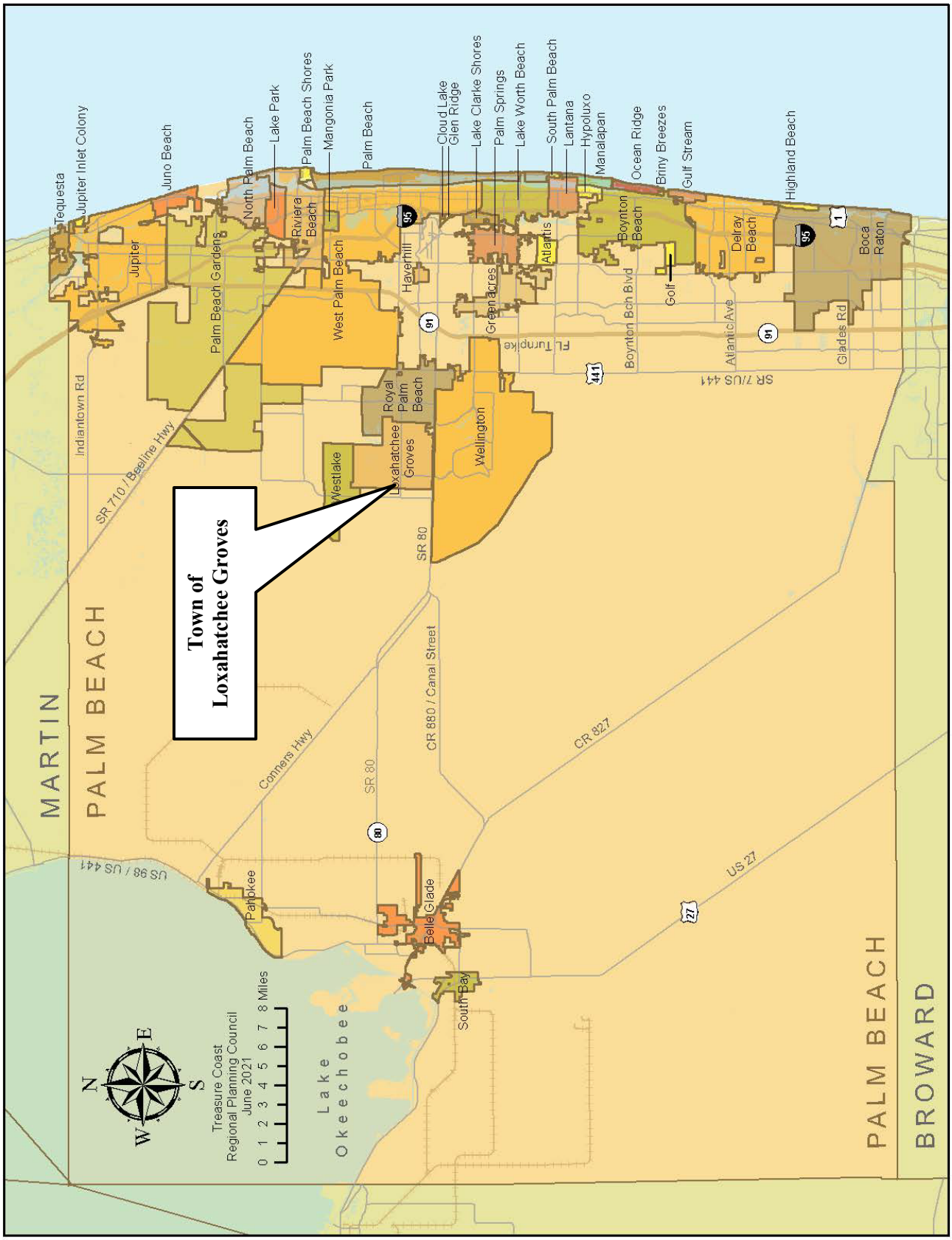


Exhibit 2
Proposed New Property Rights Element

PROPERTY RIGHTS ELEMENT
GOALS, OBJECTIVES AND POLICIES

Property Rights

The Property Rights Element is required to be included in the comprehensive plan per requirements of state planning law and rule criteria. Specifically, Chapter 163.3177(6) (i) 1, Florida Statutes, establishes the Property Rights Element requirement.

Chapter 163.3177(6)~~2~~(i)(1), Florida Statutes establishes that each local government must adopt a property rights element in its Comprehensive Plan by the earlier of the date of its adoption of its next proposed plan amendment that is submitted after July 1, 2021, or the date of the next scheduled evaluation and appraisal of its comprehensive plan.

GOAL 9: PROPERTY RIGHTS
The Town shall respect judicially acknowledged, and constitutionally protected private property rights.

9.1 *Objective:*
The Town shall ensure that private property rights are considered in local decision making.

9.1.1 Policy:

A. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights;

B. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances;

C. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property; and,

D. The right of a property owner to dispose of his or her property through sale or gift.

Valerie Oakes

From: Katie Edwards-Walpole <Katie@flfarmlaw.com>
Sent: Tuesday, June 18, 2024 1:47 PM
To: Valerie Oakes
Subject: Request to have the attached items added to the record for the June 18 Special Meeting
Attachments: FDOT Comments from 2017 and 2020.pdf

For Agenda Item 7.

Thank you.

KATIE EDWARDS-WALPOLE, P.A.
KATIE@FLFARMLAW.COM | (305)281-7323

From: Plan_Review
To: jtitcomb@loxahatcheegrovesfl.gov; DCPexternalagencycomments
Cc: Plan_Review
Subject: [EXTERNAL] - Loxahatchee Groves 20-01ESR Proposed
Date: Wednesday, October 14, 2020 2:58:28 PM
Attachments: image001.png

To: Jamie Titcomb, Town Manager

Re: Loxahatchee Groves 20-01ESR – Expedited State Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.



From:	Hymowitz, Larry
To:	DCPexternalagencycomments; jtitcomb@loxahatcheegrovesfl.gov
Cc:	Gardner-Young, Caryn; Krane, John; Fasiska, Christine; Martinez, Cesar; Kareiva, Ronald; Bush, Lois; Carver, Jennifer; Andrew Uhlir; Khurshid Mohyuddin; Motasem Al-Turk; Tom Lanahan; Stephanie Heidt
Subject:	[EXTERNAL] - Town of Loxahatchee Groves 20-1ESR - FDOT District Four Review
Date:	Friday, October 9, 2020 3:14:03 PM
Attachments:	image002.png Loxahatchee Groves 17-1ESR Tech Assistance Comments.pdf

I am writing to advise you that the Department will not be issuing formal comments for the proposed Town of Loxahatchee Groves Comprehensive Plan amendment with DEO reference number 20-1ESR relating to ensuring the character of Okeechobee Boulevard fits within the vision established by the Town in terms of design, function and aesthetics.

The Department does have a technical assistance comment for the Town to consider consistent with Section 163.3168(3), Florida Statutes. The technical assistance comment will not form the basis of a challenge. Technical assistance comments can strengthen the local government's comprehensive plan in order to foster a vibrant, healthy community and are designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S.

Technical Assistant Comment

The changes proposed as part of this amendment include:

- Reclassification of Okeechobee Boulevard in the Comprehensive Plan from Urban Collector to Minor Collector
- Designation of Okeechobee Boulevard as a Rural Parkway
- Creation of a classification system for Town local roads, and
- Amendment to the Future Land Use Map and Table of Land Uses to include the Okeechobee Boulevard Overlay; and to add an Objective and Policies to better define future land use along both corridors.

These changes are complimentary to the Town's 17-1ESR amendment that; directed commercial development activities to State Road 80/Southern Boulevard (SR-80), constrained the cross section of Okeechobee Boulevard to 2 lanes, and identified roundabouts at certain intersections along the corridor.

The Department transmitted technical assistance comments via email to the Town and the Department of Economic Opportunity on February 20th, 2017 with language cautioning the Town regarding the anticipated future impacts of its policies on the performance of SR-80. The 20-1ESR proposed changes to the Comprehensive Plan sustain the previously identified concerns as expressed in the Department's comments that are attached to this correspondence. The effect of the proposed changes subjugate the role of Okeechobee Boulevard as a network facility on the Palm Beach Transportation Planning Agency's 2045 Long Range Transportation Plan and the Palm Beach County Thoroughfare Identification Map. The future planned extension of Okeechobee Boulevard and its

connectivity to Downtown West Palm Beach could offer transportation benefits to the region as a parallel corridor to SR-80, a Strategic Intermodal System (SIS) facility. The SIS is planned and designed to ensure mobility for both people and freight between Florida's regions and between Florida and other states and nations. Addressing these concerns will help to avoid unnecessarily impacting the SIS with localized trip making and other diversions of trips to SR-80 that would otherwise use Okeechobee Boulevard if it were to function as a major collector or arterial roadway.

Recommendation

The Department requests that the Town reconsider FDOT's concerns in the attached comments, since the effect of the impacts could have unintended consequences to the way the transportation system operates in the area. We are willing to discuss with the Town any assistance it might need to include necessary revisions to its thoroughfare maps and/or comprehensive plan policies. Such dialogue will help the Town and the Department to collaboratively work together to meet the Town's and FDOT's objectives. Please feel free to contact me in this regard.

The Department appreciates the Town's cooperation in helping to maintain acceptable future operating conditions on SR 80.

Thank you very much.

Larry Hymowitz
Planning Specialist, Policy and Mobility Planning Section
Planning & Environmental Management - FDOT District Four
p: (954) 777-4663 f: (954) 677-7892
a: 3400 W. Commercial Boulevard, Ft. Lauderdale, FL 33309
e: lhymowitz@dot.state.fl.us w: www.D OT.state.fl.us

Teleworking, 8-4:45 Monday through Friday,
can be reached by e-mail or by phone (954-777-4663)

Hymowitz, Larry

From: Hymowitz, Larry
Sent: Monday, February 20, 2017 4:48 PM
To: 'DCPexternalagencycomments'; 'wunderwood@loxahatcheegrovesfl.gov'
Cc: Bush, Lois; Schaefer, Erin; Biblo, Adam; Smith, Dennis; Dykstra, Lisa; Martinez, Cesar; Li, Shi-Chiang; Vargas, Miguel; Peterson, Scott; Miller, Stacy; 'George Webb'; 'Khurshid Mohyuddin'; 'pmerritt@tcrpc.org'; 'Thomas Lanahan'; Lorenzo Aghemo
Subject: Town of Loxahatchee Groves 17-1ESR - FDOT District Four Review

I am writing to advise you that the Department will not be issuing formal comments for the proposed Town of Loxahatchee Groves comprehensive plan amendments with DEO reference number 17-1ESR.

The proposed amendments are intended to accomplish the following objectives:

1. Better define the Town's vision for the future of Okeechobee Boulevard including its character, function and characteristics as it traverses Loxahatchee Groves.
2. Strengthen Comprehensive Plan language directing future commercial development away from the Okeechobee Boulevard Corridor to the Southern Boulevard Corridor.
3. Create consistency between the Comprehensive Plan and the Unified Land Development Code by revising the current maximum floor-area-ratio (F.A.R.) of the RR-5 future land use category (0.20) to equal that (0.15) of the AR (Agricultural Residential) zoning district. The AR zoning district implements the RR-5 future land use category.

The Department has the following technical assistance comments for the Town to consider.

Issue #1: The Town is proposing to constrain Okeechobee Boulevard to two lanes and encourage traffic calming features to be incorporated as part of future transportation projects.

The Town should reconsider the adoption of policies that will constrain rights of way and restrict traffic capacity along Okeechobee Boulevard. This roadway is identified in the Palm Beach MPO 2040 Long Range Transportation Plan, Cost Feasible component, as a widening project from two to four lanes and is also a designated truck route. It is an important regional facility and vital connection between the Central Western Palm Beach County communities and downtown West Palm Beach. It is also important due to its connectivity with the Florida Turnpike and Interstate 95. Future traffic projections (Source: GREATER TREASURE COAST REGIONAL PLANNING MODEL) of as much as 19,000 vehicles per day by 2040 far outweigh the capacity of a two lane roadway at approximately 14,000 vehicles per day (Source: Generalized Annual Average Daily Volumes for Florida's Urbanized Areas). This could result in undesirable vehicle travel time delays to the Town's residents and to regional travel interests.

Issue #2: The Town is proposing Objective 1.2, policy 1.1.A.3 and Policy 1.1.B.4 that will direct commercial land uses away from Okeechobee Boulevard and specifically target all commercial activity within the Town along the Southern Boulevard (SR 80) Corridor.

SR 80 is a part of the Strategic Intermodal System (SIS), which consists of a statewide network of highway corridors that are intended to serve long distance and higher speed traffic. The Department projects that SR 80 will not have sufficient capacity in the future to serve the demand created by existing and future development. The proposed objective and policies may result in a diversion of local trips with the Town to the SR 80 Corridor to satisfy local home based shopping trips. These additional trips have the potential to further degrade this SIS facility. Additionally, these diverted trips may access SR 80 via local Town roadways, increasing through traffic on local roads.

The Department has previously communicated strategies to the Town that it could implement to offset the impacts of local trips on SR 80 and assist the Department to protect the important functions of the SIS. For example, the Town

could update the comprehensive plan to identify additional roadway connections between A Road and F Road and between Okeechobee Boulevard and SR 80 on Map TRN-2.8 (Future 2030 Number of Lanes) to serve existing and to guide future planned developments. Additionally, Citrus Road and Tangerine Drive could be upgraded and improved to function as a parallel reliever to SR 80 for local trips. Local trips from Loxahatchee Grove residents would then be able to access developments along SR 80 without requiring direct access to it. An example of this would be Seminole Palms Drive between Lamstein Lane and Royal Palm Beach Boulevard.

Due to the heavy traffic volumes and regional nature of trips on SR 80, it is unlikely that commercial development along the SR 80 Corridor will serve the Town's need for neighborhood commercial uses. These uses would more appropriately be located where they are easily accessible to the preponderance of the Town's residents within close proximity. Okeechobee Boulevard should be able to fulfill this need and ensure the viability of such neighborhood type commercial uses. The Town could accomplish this and still preserve the rural character that is of such high importance to residents by adopting appropriate design guidelines and land development regulations for commercial uses. Similar guidelines and regulations have been adopted by other municipalities, such as the Town of Davie, to preserve their rural character. An example would be their architectural building design guidelines for their Western Theme Overlay District (See: https://www.municode.com/library/fl/davie/codes/code_of_ordinances?nodeId=PTIICOOR_CH12LADECO_ARTXIIISPPLARDI_DIV11REACCEDI_S12-438.24BUDEGU).

The Department appreciates the Town's cooperation in helping to maintain acceptable future operating conditions on SR 80. We are willing to discuss with the Town any assistance it might need to include necessary revisions to its thoroughfare maps and/or comprehensive plan policies. An in-kind response by the Town to these technical assistance comments would be appreciated. We request one copy, which may be on CD ROM in Portable Document Format (PDF), of all adopted comprehensive plan amendment materials, including graphic and textual materials and support documents.

Please don't hesitate to contact me if you have any questions.

Thank you.

Larry Hymowitz
Planning Specialist – Policy Planning & Growth Management
Planning & Environmental Management - FDOT District Four
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309-3421
Phone: (954) 777-4663; Fax: (954) 677-7892
larry.hymowitz@dot.state.fl.us

From:	Oblaczynski, Deborah
To:	framaglia@loxahatcheegrovesfl.gov
Cc:	Corvin, Kelly D.; Eubanks, Ray; Stephanie Heidt (sheidt@tcrpc.org); tlanahan@tcrpc.org; DCPexternalagencycomments
Subject:	[EXTERNAL] - Town of Loxahatchee Groves, DEO # 20-1ESR Comments on Proposed Comprehensive Plan Amendment Package
Date:	Tuesday, October 6, 2020 1:43:54 PM

Dear Ms. Ramaglia:

The South Florida Water Management District (District) has completed its review of the proposed amendment package from the Town of Loxahatchee Groves (Town). The amendment package updates the Future Land Use and Transportation Elements addressing the new Okeechobee Rural 5 Overlay. The proposed changes do not appear to adversely impact the water resources within the District; however, the District offers the following technical guidance regarding Regional Water Supply Planning:

- The Town is located within the boundaries of the Lower East Coast Planning Area. On November 8, 2018, the District's Governing Board approved the 2018 Lower East Coast Water Supply Plan Update (LEC Plan). Pursuant to Section 163.3177(6)(c)3, Florida Statutes the Town was required to update their Water Supply Facilities Work Plan (Work Plan) by May 8, 2020 (within 18 months after approval of the updated supply plan). The Town was reminded by the District of this requirement to update the Work Plan on March 1, 2019. The District has not yet received the Town's Work Plan for review.

  The Town's update of the Work Plan will need to include updated water demand projections for the identified planning period. The Work Plan must cover at least a 10-year planning period and identify alternative and traditional water supply projects, and conservation and reuse activities needed to meet the projected future demands. Planning tools are available on the District's website for your use and District Staff are available to provide technical assistance to update the Work Plan, including reviewing draft Work Plans prior to formal plan amendment submittal. The planning tools are located at this link: https://www.sfwmd.gov/doing-business-with-us/work-plans

The District requests that the Town forward a copy of the adopted amendments to the District. Please contact me if you have any questions or need additional information.

Sincerely,

Deb Oblaczynski
Policy & Planning Analyst
Water Supply Implementation Unit

Please be advised I am working from home until further notice. I can be contacted at:
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, FL 33406
Email: doblaczy@sfwmd.gov or
Cell Phone: 561-315-1474

Valerie Oakes

From: Katie Edwards-Walpole <Katie@flfarmlaw.com>
Sent: Tuesday, June 18, 2024 1:55 PM
To: Valerie Oakes
Cc: Katie Edwards-Walpole
Subject: FW: Written Comments/EAR Workshop: Conservation Element

The following written comments were offered in advance of the June 26, 2023 EAR Workshop through the Town Clerk. Please include with the record of public comment for the June 18 Town Council Workshop (Agenda Item 7).

Regarding the proposed updates to the Conservation element, please consider:

The South Florida Water Management District's updates to the Lower East Coast Water Supply Plan is underway, and the Town must remain engaged to assess projected water demands and potential sources of water for the period from 2021 to 2045. As you know, this plan update will be used by local governments, water users and utilities to update and modify local comprehensive plans, facility work plans and ordinances. See, for reference: work_plan_tech_assist_guide-090121.pdf (sfwmd.gov).

With respect to water users, the following policies provide a basis for LDRs to ensure compliance with regulatory programs for water supply, water resource protection, and conservation:

-The Town should educate property owners on regulations for well construction, repair, modification, and abandonment as water quality testing for limited use public water systems and private wells.

-The Town should educate its residents on consumptive use permits for groundwater withdrawals for use in public supply, agriculture, business, etc., as permitted through the water management district. Consumptive Water Use Permits | South Florida Water Management District (sfwmd.gov)

Please also take advantage of the modeling, data, mapping, and surveys produced by SFWMD that also impact tertiary canals, consumptive use permitting, and alternative water resource development.

The Conservation or Infrastructure elements, for example, should identify the basis for LDRs that implement the work plan: Within 18 months of the District adopting or updating a Regional Water Supply Plan, each local government within that region must prepare and adopt a Work Plan that will become part of its comprehensive plan.
Water Supply Facilities Work Plans | South Florida Water Management District (sfwmd.gov)

I also wanted to emphasize Flood Level Protection of Service and stormwater management plans. Per SFWMD, effective basin management requires cooperation and input from local governments and other agencies to prioritize and fully implement solutions. Many municipalities across the State are conducting similar evaluations through stormwater management master plans. The FPLOS process provides a helpful planning tool for prioritizing and designing projects in the secondary and tertiary systems. The FPLOS program ensures a flood control system resilient to shocks and stresses such as hurricanes, floods, and droughts. See, Flood Protection Level of Service | South Florida Water Management District (sfwmd.gov).

Katie Edwards-Walpole, Esq.
9321 Chelsea Drive South

Plantation, FL 33324
P: (305) 281-7323
www.FLFarmLaw.com

Valerie Oakes

From: Katie Edwards-Walpole <Katie@flfarmlaw.com>
Sent: Tuesday, June 18, 2024 1:57 PM
To: Valerie Oakes
Cc: Jacek Tomasik; Kaitlyn Forbes
Subject: FW: Written Comments/EAR and Floodplain Management Goals

The following written comments were offered in advance of the June 26, 2023 EAR Workshop through the Town Clerk. Please include with the record of public comment for the June 18 Town Council Workshop (Agenda Item 7).

Loxahatchee Groves, as a community participant of the National Flood Insurance Program, should include adopt goals, objectives, and policies that can be implemented through Land Development Regulations (LDRs) after the Comprehensive Plan amendments are adopted. The Comp Plan's GOPs serve as the basis for LDRs that implement floodplain management regulations that translate to reductions of flood insurance premiums.

Some background materials for reference, including FEMA guidance for agricultural buildings and accessory structures which are not exempt from floodplain management ordinances under s. 604.50, Florida Statute:

Floodplain Management Program | Florida Disaster
The CRS Coordinator's Manual - CRSresources
| Increased Costs of Compliance | FloodSmart
Resiliency and Flood Protection | South Florida Water Management District (sfwmd.gov)
Know Your Risk: Community Officials | FEMA.gov
THE INSIDER (asfpm-library.s3-us-west-2.amazonaws.com)
Floodplain Management Requirements for Agricultural Structures and Accessory Structures (fema.gov)

Sample language for inclusion in the comp plan:

INFRASTRUCTURE
GOALS, OBJECTIVES, AND POLICIES

FLOODPLAIN MANAGEMENT GOAL
Implement National Flood Insurance Program Community Rating System policies that (1) reduce flood damage to insurable property, (2) strengthen and support the insurance aspects of the NFIP, and (3) encourage a comprehensive approach to floodplain management.

Objective:

Improve the Town's Community Rating System Class rating so its residents may receive increasingly higher discounts on flood insurance.

Policy:

-The Town Manager or designee shall inform the Federal Emergency Management Agency (FEMA) Regional Office of the Town's interest in applying to the CRS and submit a CRS application, along with documentation that shows it is implementing the activities for which credit is requested.

Policy:

-The Town shall, in consultation with the FEMA Regional Office and State Floodplain Management Program of the Division of Emergency Management, review its floodplain management ordinance on an annual basis and adopt changes that achieve goals set forth in the comprehensive plan's Infrastructure element.

Objective:

Ensure sound land use development in floodplain areas in order to promote the health and safety of the public, minimize loss of life and property, and reduce economic losses caused by flood damages.

Policy:

Provide educational opportunities for those involved in the design, planning, engineering, construction, and development sectors, in collaboration with the Association of State Floodplain Managers, South Florida Water Management District, and other entities on floodplain design and construction.

Objective:

Review all development applications for compliance with federal, state, and local floodplain management regulations.

Policy:

Designate a member of Floodplain Coordinator who is also a Certified Floodplain Manager to ensure that land development regulations, work plans, and capital improvements reflect the Town's ongoing commitment to reducing damaging and losses from flood hazards.

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

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

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

ROLL CALL

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

Finance Advisory and Audit Committee (FAAC) Members

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

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

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

WORKSHOP DISCUSSION

1. Presentation of FY 2025 Budget

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

2. Upcoming Budget Meeting Dates

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

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

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

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

TOWN COUNCILMEMBER COMMENTS

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

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

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

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

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

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

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

ADJOURNMENT

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

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor Anita Kane, Seat 3

Town Clerk

Vice Mayor Margaret Herzog, Seat 5

Councilmember Phillis Maniglia, Seat 1

Councilmember Laura Danowski, Seat 2

Councilmember Robert Shorr, Seat 4

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL REGULAR MEETING MINUTES
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, April 1, 2025

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor Kane transitioned into the regular meeting after public comments at 6:45 pm.

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE

Mayor Kane led the Pledge of Allegiance followed by a moment of silence.

ROLL CALL

Mayor Anita Kane, Councilmember Paul Coleman, Councilmember Lisa El-Ramey, Councilmember Philis Maniglia, Town Manager Francine Ramaglia, Town Attorney Glen Torcivia, Project Coordinator Jeff Kurtz, Public Works Director Richard Gallant, and Assistant to the Town Clerk Sammie Brown. Vice Mayor Herzog was absent.

ADDITIONS, DELETIONS AND MODIFICATIONS

MOTION: MAYOR KANE/COUNCILMEMBER MANIGLIA MOVED TO APPROVE THE CONSENT AGENDA AS PRESENTED. MOTION FAILED (2-2). COUNCILMEMBER EL-RAMEY AND COUNCILMEMBER COLEMAN DISSENTING.

MOTION: COUNCILMEMBER COLEMAN MOVED TO PULL CONSENT AGENDA ITEM NO.2. COUNCILMEMBER COLEMAN WITHDREW THE MOTION.

MOTION: COUNCILMEBER EL-RAMEY/COUNCILMEMBER COLEMAN MOVED TO PULL CONSENT AGENDA ITEMS NO. 2, 4, 5, 6, 7, AND 8. MOTION FAILED (2-2). MAYOR KANE AND COUNCILMEMBER MANIGLIA DISSENTING.

MOTION: COUNCILMEMBER EL-RAMEY/COUNCILMEMBER COLEMAN MOVED TO PULL THE ENTIRE CONSENT AGENDA FOR DISCUSSION. MOTION FAILED (2-2). MAYOR KANE AND COUNCILMEMBER MANIGLIA DISSENTING.

MOTION: MAYOR KANE/ COUNCILMEMBER EL-RAMEY MOVED TO APPROVE THE CONSENT AGENDA PULLING ITEMS NO. 2, 4, 5, 6, 7, AND 8 AND MOVING THEM AFTER ITEM NO. 15. MOTION PASSED (4-0).

CONSENT AGENDA

1. Approval of the Minutes - March 18, 2025, Community Discussion workshop & Regular Meeting

   MOTION: MAYOR KANE/ COUNCILMEMBER EL-RAMEY MOVED TO APPROVE THE CONSENT AGENDA PULLING ITEMS NO. 2, 4, 5, 6, 7, AND 8 AND MOVING THEM AFTER ITEM NO. 15. MOTION PASSED (4-0).

2. **Consideration of Approval of *Resolution No. 2025-17***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, URGING THE FLORIDA STATE LEGISLATURE TO ENACT LEGISLATION TO PROVIDE A PUBLIC RECORDS EXEMPTION FOR MUNICIPAL CLERKS AND EMPLOYEES WHO PERFORM MUNICIPAL ELECTIONS WORK OR HAVE ANY PART IN CODE ENFORCEMENT FUNCTIONS OF A CITY AND PROVIDING FOR AN EFFECTIVE DATE.

   Agenda item pulled from the Consent Agenda. Town Council discussion ensued.

   MOTION: COUNCILMEMBER EL-RAMEY/COUNCILMEMBER COLEMAN MOVED TO APPROVE RESOLUTION NO. 2025-17. MOTION PASSED (4-0).

3. **Consideration of Approval of *Resolution No. 2025-18***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING DISPOSAL OF NON-REAL PROPERTY DECLARED AS SURPLUS AT AUCTION THROUGH ROYAL AUCTION GROUP, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.

   MOTION: MAYOR KANE/ COUNCILMEMBER EL-RAMEY MOVED TO APPROVE THE CONSENT AGENDA PULLING ITEMS NO. 2, 4, 5, 6, 7, AND 8 AND MOVING THEM AFTER ITEM NO. 15. MOTION PASSED (4-0).

4. **Consideration of Approval on *Resolution No. 2025-19***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING MEMBERS OF THE TOWN'S PLANNING AND ZONING BOARD; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

   Agenda item pulled from the Consent Agenda. Town Council discussion ensued.

MOTION: **COUNCILMEMBER COLEMAN/ COUNCILMEMBER MANIGLIA MOVED TO APPROVE RESOLUTION NO. 2025-19, RESOLUTION NO. 2025-20, RESOLUTION NO. 2025-21, AND RESOLUTION NO. 2025- 22. MOTION PASSED (4-0).**

5. **Consideration of Approval on *Resolution No. 2025-20***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING MEMBERS OF THE UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

   Agenda item pulled from the Consent Agenda. Town Council discussion ensued.

   MOTION: **COUNCILMEMBER COLEMAN/ COUNCILMEMBER MANIGLIA MOVED TO APPROVE RESOLUTION NO. 2025-19, RESOLUTION NO. 2025-20, RESOLUTION NO. 2025-21, AND RESOLUTION NO. 2025- 22. MOTION PASSED (4-0).**

6. **Consideration of Approval on *Resolution No. 2025-21***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING MEMBERS OF THE FINANCE AUDIT AND ADVISORY COMMITTEE; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

   Agenda item pulled from the Consent Agenda. Town Council discussion ensued.

   MOTION: **COUNCILMEMBER COLEMAN/ COUNCILMEMBER MANIGLIA MOVED TO APPROVE RESOLUTION NO. 2025-19, RESOLUTION NO. 2025-20, RESOLUTION NO. 2025-21, AND RESOLUTION NO. 2025- 22. MOTION PASSED (4-0).**

7. **Consideration of Approval on *Resolution No. 2025-22***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING MEMBERS OF THE ROADWAY, EQUESTRIAN TRAILS AND GREENWAY ADVISORY COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

   Agenda item pulled from the Consent Agenda. Town Council discussion ensued.

   MOTION: **COUNCILMEMBER COLEMAN/ COUNCILMEMBER MANIGLIA MOVED TO APPROVE RESOLUTION NO. 2025-19, RESOLUTION NO. 2025-20, RESOLUTION NO. 2025-21, AND RESOLUTION NO. 2025- 22. MOTION PASSED (4-0).**

8. **Consideration of Approval on *Resolution No. 2025-25***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN AGREEMENT WITH GEOFFREY B. SLUGGETT &

ASSOCIATES, INC. FOR PROFESSIONAL CONSULTING AND LOBBYING SERVICES; AND PROVIDING AN EFFECTIVE DATE.

Agenda item pulled from the Consent Agenda. Town Council discussion ensued. Public comment received from Mary McNicholas.

MOTION: COUNCILMEMBER COLEMAN/ COUNCILMEMBER MANIGLIA MOVED TO RATIFY THE EXISTING AGREEMENT. MOTION PASSED (4-0).

MOTION: COUNCILMEMBER EL-RAMEY/ MAYOR KANE MOVE TO REVIEW ALL MAJOR CONTRACTS PRIOR TO BUDGET REVIEW DISCUSSION AND THE ADDITION OF A SECOND MONTHLY WORKSHOP MEETING. MOTION PASSED (4-0).

PRESENTATION

There were no presentations.

REGULAR AGENDA

9. **Consideration of Approval on *Resolution No. 2025-23***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A CONTRACT FOR CONTINUING SERVICES FOR CULVERTS – CONSTRUCTION, REPLACEMENT, MAINTENANCE, REPAIRS, AND INDIVIDUAL PROJECTS (INCLUDING THOSE OVER $300,000) WITH HUURR HOMES, LLC, AND JOHNSONDAVIS INCORPORATED, AUTHORIZING WORK ORDERS NO. 1-4 WITH HUURR HOMES, LLC FOR THE REPLACEMENT AND CONSTRUCTION OF FOUR SPECIFIC CULVERT BRIDGES; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

The resolution was read into the record. Town Council discussion ensued. Public Comment received from Cassie Suchy.

MOTION: COUNCILMEMBER MANIGLIA/ COUNCILMEMBER EL-RAMEY MOVE TO APPROVE RESOLUTION NO. 2025-23. MOTION PASSED (4-0).

DISCUSSION

MOTION: COUNCILMEMBER EL-RAMEY/COUNCILMEMBER COLEMAN MOVED TO HAVE A WORKSHOP MEETING ON APRIL 15, 2025, TO DISCUSS MATTERS NOT DISCUSSED DURING THE CURRENT MEETING (4-0).

MOTION: COUNCILMEMBER EL-RAMEY/COUNCILMEMBER MANIGLIA MOVED TO HAVE ITEMS NO. 10 AND 12 MOVED TO THE WORKSHOP MEETING. MOTION PASSES (4-0).

10. Discussion of Scheduling Council and Community Strategic Planning

Item No. 10 was moved to the April 15, 2025, Workshop Meeting.

11. Discussion of Proposed Ordinance Updates to the Unified Land Development Code

Town Council discussion ensued. Public comments received from Manish Sood, Frank Standish, Cassie Suchy, Karen Plante, and Bianca Bertold.

MOTION: COUNCILMEMBER COLEMAN/COUNICILMEMBER EL-RAMEY MOVED TO MOVE ITEM NO. 11 TO THE APRIL 15, 2025, WORKSHOP MEETING TO DECIDE WHAT WILL BE GIVEN TO THE ULDC MEETING AND WHAT WOULD BE READY AS A FIRST HEARING IN THE JUNE MEETING. MOTION PASSED (4-0).

12. Council Appointment to Intergovernmental Boards, Advisory Committees, and General Membership Organizations

Item No. 12 was moved to the April 15, 2025, Workshop Meeting.

13. Committee Schedules, Existing Assignments, and Working Drafts

Town Manager Ramaglia provided an updated to the Town Council regarding the items listed.

a. Rural Vista Design Standards and Guidelines

b. Agritourism

c. 2025 Rural Road Standards

d. Current Financials, Audit Presentation, & Preliminary Budget Schedule

e. Planning and Zoning Board

f. Ordinance 2024-06

14. Road, Drainage, and Emergency Management Update

Staff provided the update.

15. Discussion of Future Agenda Items and Committee Assignments

Assignments were presented to the Town Council, no further action.

QUASI-JUDICIAL PUBLIC HEARING

There were no quasi-judicial public hearing items.

INFORMATIONAL ITEMS

16. April 2025 Calendar

17. April 2025 Approved Proclamations for Recognition:

- Child Abuse Prevention Month

- Earth Day

-National Arbor Day

- National Volunteer Appreciation Week

TOWN STAFF COMMENTS

Town Manager

18. Information regarding Family Fun Day (May)

Volunteer Appreciation - Luncheon/Breakfast/Pizza Party (April)

Southern Corridor - meeting April 8th

Fireworks Legislation – Meeting scheduled with State Representative Meg Weinberger.

Town Attorney

MOTION: MAYOR KANE/COUNCILMEMBER COLEMAN MOVED TO EXTEND THE MEETING. MOTION PASSED (4-0).

19. Status Regarding Sign Code Draft for Review

Staff presented the draft sign code, which will be sent to the Unified Land Development committee for review.

Public Works Director had no report.

Town Clerk had no report.

TOWN COUNCILMEMBER COMMENTS

Councilmember Phillis Maniglia (Seat 1) expressed concern with code enforcement and wants to connect with nurseries.

Councilmember Lisa El-Ramey (Seat 2) brought attention to SB1118 and HB1209.

Councilmember Paul T. Coleman II (Seat 4) reported on the upcoming Okeechobee Blvd clean-up and provided additional details regarding the event.

Vice Mayor Margaret Herzog (Seat 5) was absent.

Mayor Anita Kane (Seat 3) reported on the upcoming Loxahatchee Groves Elementary school carnival.

ADJOURNMENT

There being no further business to come before the Town Council, Mayor Kane adjourned the meeting at 11:06 PM.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

_____
Mayor Anita Kane, Seat 3

_____
Town Clerk

_____
Vice Mayor Margaret Herzog, Seat 5

_____
Councilmember Phillis Maniglia, Seat 1

_____
Councilmember Lisa El-Ramey, Seat 2

_____
Councilmember Paul T. Coleman II, Seat 4

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL SPECIAL MEETING MINUTES
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Thursday, May 01, 2025, at 5:00 PM

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor Kane called the special meeting to order at 5:00 PM

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE

Mayor Kane led the Pledge of Allegiance followed by a moment of silence.

ROLL CALL

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Paul Coleman, Councilmember Lisa El-Ramey, Councilmember Phillis Maniglia, Town Manager Francine Ramaglia, Town Attorney Glen Torcivia, Town Clerk Valerie Oakes, Project Coordinator Jeff Kurtz, Public Works Director Richard Gallant, and Code Officer Mario Matos were present.

ADDITIONS, DELETIONS AND MODIFICATIONS

Mayor Kane called for any additions, deletions, modifications or approval of the agenda.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

No public comment.

REGULAR AGENDA

1. Discussion of an Appropriate Response to Anonymous Allegations Against the Town

   Mayor Kane openly discussed a text message believed to have been sent by Councilmember Laura Danowski, as well as a letter alleging it was from Town employees, and the actions taken by Town Attorney Torcivia in response to receiving the anonymous letter.

Councilmember Maniglia stated that she received a phone call from Town Attorney Torcivia regarding the anonymous letter. She explained that when he began to read the letter to her, she stopped him, advised that she was not interested in hearing it, and expressed that she viewed the matter as a "witch hunt." She noted that she was opposed to any action being taken on the letter at this time. She further cited the Town Charter, emphasizing that the Town Attorney is to prosecute or defend matters only when directed to do so by the Town Council, and expressed frustration that this directive had not been followed.

Councilmember Coleman stated that he had been contacted by Town Attorney Torcivia regarding the matter and acknowledged that he had not been aware of the specific provisions of the Town Charter relating to anonymous allegations. He explained that, had he been aware, he would have opposed any investigation based on such a letter. He emphasized that while no one wants a hostile work environment, the Charter provides direction on how such issues must be handled, and he concluded that he could not support action on the matter.

Vice Mayor Herzog commented that, in comparison with prior Town Attorneys, some had been dismissed for less concerning actions. She expressed that the current Town Attorney appeared to be acting independently, "almost like a vigilante," rather than taking direction from the Council. She stated her understanding that both the Town Manager and the Town Attorney are to follow the direction of the Council and concluded that the behavior in this matter was out of line.

Councilmember El-Ramey questioned whether the Town Attorney should continue conducting employee interviews in connection with the anonymous letter. She explained that she did not open or become aware of the letter until Monday and was therefore unaware it had already been shared with others. She asked why the Town Attorney proceeded with speaking to employees before informing the Council. She further stated that she was aware of the Town Manager sharing an email and text regarding code enforcement complaints, which appeared to have been generated by individuals present at the April 1st meeting. Regarding the anonymous letter, she noted it was unfortunate that it was linked to a former council member and cautioned against pointing fingers at who may have authored it. She emphasized that she herself had no knowledge of the letter until Monday morning, at which point she immediately forwarded it to the Town Attorney, as she believed that was the appropriate course of action.

Town Attorney Torcivia responded to the Council's discussion regarding the anonymous letter. He stated that it was important to provide the full context of his actions, emphasizing his professional background of over 40 years practicing employment law, including litigation and investigations for local governments. He explained that in employment law, anonymous complaints are common and must be treated seriously due to concerns of retaliation and noted that federal agencies such as the U.S. Department of Labor, EEOC, and OSHA all accept anonymous complaints. He cited Town policy requiring prompt investigation of complaints, including those involving the Town Manager, and stated that once he became aware of the letter on Monday, he fulfilled his duty by reporting it to Council. He recommended the use of an independent investigator but recounted that both the Mayor and the Town Manager opposed that approach and suggested instead involving the Florida Institute of Government. Attorney Torcivia explained that, following those

discussions, he began preliminary steps to investigate the matter, but was later informed that permission to proceed was withdrawn. The anonymous nature of the letter did not eliminate the Town's obligation to investigate and reiterated his position that an independent review was the most appropriate course of action.

Town Clerk Oakes read into the record an email from the Cruz family and Tia Merkert.

Public Comments received from Mary McNicholas, Mr. Browning, Mr. Santana, Todd McLendon, Virginia Standish, and Jo Siciliano. Town Council discussion ensued

MOTION: **COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO STOP THE TOWN ATTORNEY TORCIVIA FROM MOVING FORWARD WITH ANY ACTION REGARDING THE ANONYMOUS LETTER WITHOUT COUNCIL AUTHORITY OR DIRECTION. MOTION PASSED UNANIMOUSLY (5-0).**

Councilmember Coleman left the meeting but continued to participate in the meeting via Zoom.

MOTION: **COUNCILMEMBER MANIGLIA/COUNCILMEMBER EL-RAMEY MOVED TO CONTINUE THE PROCESS OF BEGINNING THE TOWN'S STRATEGIC PLANNING PROCESS BY CONDUCTING SWOT INTERVIEWS WITH STAFF THROUGH AN OUTSIDE CONSULTANT, TO BE SELECTED AT THE NEXT COUNCIL MEETING. MOTION PASSED UNANIMOUSLY (5-0).**

Public Comments received from Jo Siciliano, Todd McLendon, and Mr. Santana. Town Council discussion ensued.

MOTION: **COUNCILMEMBER MANIGLIA/ VICE MAYOR HERZOG MOVED TO SUBMIT ALL EVIDENCE TO PALM BEACH COUNTY SHERIFF'S OFFICE (PBSO) SO AN INVESTIGATION CAN BEGIN CONCERNING THE ALLEGED CRIMINAL ACTIVITY. MOTION PASSED (4-1 with COUNCILMEMBER EL-RAMEY DISSENTING).**

MOTION: COUNCILMEMBER EL-RAMEY/ COUNCILMEMBER HERZOG MOVED TO SUBMIT ALL MATTERS RELATED TO THE ANONYMOUS LETTER, INCLUDING ANY ASSOCIATED THREATS TO PALM BEACH COUNTY COMMISSION ON ETHICS.

During the motion, Town Attorney Torcivia noticed that Ms. Levesque wanted to speak to the item. The Town Council recognized Ms. Levesque and requested that she speak at the podium. Therefore, the motion was not completed.

Gina Levesque, Intake and Compliance Manager, Palm Beach County Commission on Ethics explained that the Commission does not have authority to investigate or review matters unless they are filed as sworn complaints. Anonymous complaints cannot be pursued under current law, pursuant to recent state legislation. She noted that if materials are sent to the Commission, staff will acknowledge receipt and, if a Code of Ethics violation is alleged, provide the complainant with a formal complaint form as the only mechanism to initiate an investigation. If the matter appears related to process concerns, the Commission may refer it to the Inspector General's Office, which handles waste, fraud, abuse, and process-related issues. She emphasized that the Commission cannot conduct investigations outside this framework.

MOTION: **COUNCILMEMBER EL-RAMEY/ COUNCILMEMBER HERZOG MOVED TO RESCIND THE EARLIER MOTION REFERRING MATTERS TO THE ANONYMOUS LETTER TO THE PALM BEACH COUNTY COMMISSION ON ETHICS. MOTION PASSED (4-1 with MAYOR KANE DISSENTING).**

MOTION: **COUNCILMEMBER HERZOG/COUNCILMEMBER MANIGLIA MOVED TO BEGIN NEGOTIATIONS WITH THE TOWN MANAGER'S CONTRACT, INCLUDING AUTHORIZATION FOR THE MAYOR TO CONDUCT THE NEGOTIATIONS. MOTION PASSED (3-2 with COUNCILMEMBER EL-RAMEY AND COUNCILMEMBER COLEMAN DISSENTING).**

ADJOURNMENT

There being no further business before the Council, Mayor Kane called for a motion to adjourn the meeting.

MOTION: **COUNCILMEMBER EL-RAMEY/COUNCILMEMBER MANIGLIA MOVED TO ADJOURN THE MEETINGS AT 6:24 P.M.**

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor Anita Kane, Seat 3

Town Clerk

Vice Mayor Margaret Herzog, Seat 5

Councilmember Phillis Maniglia, Seat 1

Councilmember Lisa El-Ramey, Seat 2

Councilmember Paul T. Coleman II, Seat 4

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL COMMUNITY DISCUSSION MEETING MINUTES
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, May 06, 2025

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE

Mayor Kane led the Pledge of Allegiance followed by a moment of silence.

ROLL CALL

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Paul Coleman, Councilmember Lisa El-Ramey, Councilmember Phillis Maniglia, Town Manager Francine Ramaglia, Town Attorney Glen Torcivia, Town Clerk Valerie Oakes, Project Coordinator Jeff Kurtz, Public Works Director Richard Gallant, Public Works Superintendent Craig Lower, and Planner Jim Fleischman and were present.

OPEN DISCUSSION

Mayor Kane stated that due to the number of public comment cards received and the limited 30 minutes allotted for public comment, individual remarks would be limited to three minutes each.

Tracy Raflowitz addressed Council as a resident of Loxahatchee Groves and a member of the Finance Advisory and Audit Committee (FAAC); advised Council on financial matters and noted that during the FY 2024–2025 budget review, the committee had expressed concerns about reducing expenses. She stated that since then, she has identified what she believes to be excessive spending in several areas, including attorney and consultant fees, land planning, engineering services, and credit card expenditures. She referenced examples such as a payment discrepancy involving a land planner invoice, significant charges for hotels, restaurants, and grocery purchases categorized as office supplies, including a Publix charge in December, and questioned the lack of clear policies for travel, education, and training expenses. The inconsistencies in statements made by Mr. DiLena, including the timeline of his work with the Town and entering the invoices. She stated that these matters warranted further review and called for greater accountability and the establishment of clear spending policies.

Jo Siciliano stated that the community should be working together as neighbors rather than attacking one another. She mentioned her understanding that the $1,000 check in question had been caught by staff and was not an overpayment of $10,000, as had been suggested and further emphasized the importance of maintaining decorum during meetings and expressed concern over the way presenters and residents had been treated, citing instances where they were not given sufficient opportunity to speak. Ms. Siciliano urged Council and residents to remain calm, respectful, and focused on preserving the character of Loxahatchee Groves as a green enclave free from excessive commercialization.

Cynthia Screnci stated that she and her husband purchased the property in good faith and noted that they have never encountered the level of dishonest or fraudulent conduct elsewhere that they believe exists in the Town of Loxahatchee Groves. She explained that the property contains an easement providing a neighbor to the north with access. In January, they installed a safety gate after one of the horses escaped. The neighbor subsequently sued them over the gate, and two Sheriff's deputies were dispatched to the property based on information provided by the Town Manager. Ms. Screnci noted that a letter from Captain Craig Turner indicated she had no legal right to install the gate and was directed to remove it and that she later met with Town staff, who confirmed to her that the property was owned by her and that no such letter existed, leaving her concerned about how law enforcement had been directed to her property. She expressed the need for Town staff and Councilmembers to adhere to ethical standards. She criticized the conduct of some Councilmembers and urged the Town's administration and elected officials to improve transparency, accountability, and professionalism.

Robert Austin referenced a previous meeting where Mayor Kane mentioned repairing the Town's canal system at a cost of approximately $100 million. He suggested that, instead, the Town study the feasibility of converting the canals into seasonal drainage ditches, which could reduce costs and eliminate taxpayer burdens for a system that benefits only a small number of residents. He noted that property owners could draw water from wells or ponds using pumps and emphasized that most taxpayers no longer benefit from canals originally designed to serve cattle farms and citrus groves. Mr. Austin stated that converting the canals into drainage ditches that could be mowed would reduce flooding risks and potential accidents, noting that the canals are not widely relied upon by fire departments, with only a few locations providing suitable water depth. He also expressed the ongoing code enforcement issues, citing examples of unpermitted structures, Recreational Vehicles (RV) violations, and flooding concerns, which he said reflect poorly on the Town's ability to enforce its ordinances. Mr. Austin urged the Town to take stronger action against repeat offenders, noting that residents are increasingly frustrated and that Loxahatchee Groves risks are being laughed at by neighboring communities if enforcement does not improve.

Joe Stephens stated for the record that his property at 1102 Hyde Park had no liens or code violations as of May 6, 2025. He continued about the longstanding violations at 1032 Hyde Park and recounted attempts by his wife to contact the Town Manager, noting that the eventual response came from Mr. Jeff Kurtz, who identified himself as an attorney representing the Town. Mr. Stephens raised additional concerns regarding code enforcement at 1032 Hyde Park, including unpermitted residences, manure disposal, flooding issues, and the presence of hogs and pigs. He questioned whether inspections were being carried out in compliance with the magistrate's ruling. Mr. Stephens commented on the treatment of the Town Attorney during a recent emergency meeting, expressing that the dismissal of legal advice was troubling to residents. He criticized the

Town Manager for what he described as dismissive or mocking behavior toward community members and called on the Council to restore integrity and accountability. He asked Council to listen to residents, stating opposition to proposals such as trailer parks or manure processing facilities, and expressing concern about changes to the election process. He emphasized the need to prioritize the will of the community over personal politics.

Virginia Standish raised concerns about traffic safety at the first entrance to Groves Plaza, describing two recent near-miss accidents and stated that the entrance should be converted to one-way traffic. She noted that this location appears to have one of the highest numbers of incidents in the community and referenced recent near collisions involving vehicles entering from Southern Boulevard and Wawa. She also suggested that Palm Beach County Fire Rescue consider using hydrants during training exercises to clear blocked culverts as a no-cost way to assist with drainage in advance of hurricane season.

Steve Hoffman referenced the recent emergency meeting concerning the anonymous complaints. He stated that, contrary to what had been discussed, Palm Beach County Animal Control does investigate anonymous complaints. He cited his own experience from July 30, 2024, when an anonymous complaint regarding his property resulted in an investigation that was referred to the Palm Beach County Sheriff's Office. Mr. Hoffman emphasized that anonymous complaints are made and that it should be recognized by the Town.

Ms. Lori stated she has been part of the community for more than 30 years and is known to many long-term residents and families. She expressed concern that after filing code complaints about businesses violating Town codes, she was harassed and publicly defamed by the Town Manager, who allegedly attributed unrelated complaints to her. Ms. Lori stated was treated as if she were a fake person despite being a legitimate resident raising valid concerns. She noted that, instead of enforcing violations, the Town had focused on discrediting her while businesses continued to operate in violation of codes, including one that was later rewarded with plans to expand operations on Okeechobee Boulevard. She described the treatment as unprofessional, appalling, and an abuse of taxpayer resources. Ms. Lori demanded that any future code complaints she submits be addressed properly, without harassment or defamation, and emphasized she will speak for herself if clarification is ever needed. She concluded by urging the Council to fix what she sees as a broken system at Town Hall and to handle citizen complaints fairly.

Katie Lakeman invited community members to join her in cleaning up the Town's trails on Friday at 9:00 AM, stating she would provide supplies. She expressed frustration with ongoing code issues and stated that for more than 35 years she has advocated for stronger enforcement against businesses operating along Okeechobee Boulevard. She shared that when she and her family originally sought to open a business in Loxahatchee Groves, they were denied and instead purchased property in Wellington and has now urged the Town to enforce its codes consistently and fairly. Ms. Lakeman added that the condition of the park is currently poor and embarrassingly bad, and she shared photos with the Town Manager.

Tracy Raflowitz referenced the prior night's FAAC meeting and encouraged Council to review the video, noting the incident when a representative of a prospective accounting firm abruptly left the room. She questioned whether this was the type of firm the Town should trust with its financial management. She expressed concern about the tone of Council meetings, describing a lack of

collaboration and hostility among leaders, which is perceived as an unproductive environment. Ms. Raflowitz stated that while the Town develops a budget each year, expenditure consistently exceeds it, resulting in overspending and fiscal irresponsibility. She emphasized that taxpayers bear the burden of this mismanagement and called for stronger leadership and accountability.

Bill Yahn stated that at a previous meeting he presented photos of code violations, not because he believed Council was unaware of them, but to gauge the Council's response. He noted that while the violations were already known, his concern was beyond appearance but rather the matters of health and welfare. He explained that following his prior comments, he received more than 60 calls from residents, which he grouped into three categories. The first group claimed agricultural exemptions allowed them to disregard code enforcement, with some admitting to practices such as discharging waste and burying manure. He emphasized that agricultural exemptions do not grant immunity from regulations. The second group were dissatisfied with all Town actions, some of whom made hostile or threatening remarks. The third group, who followed the rules, obtain permits, pay taxes, and expect the Town to enforce its codes consistently. Mr. Yahn described specific violations, including an occupied RV discharging waste directly into a canal near where children fish, and a horse ranch where manure is buried in trenches rather than removed. He warned that such practices risk contaminating the water table, lowering property values, and damaging the community's reputation. He also criticized the appearance of a large industrial style building at the Town's entrance, comparing it unfavorably to a crematorium or hangar, and expressed concern about potential RV parks and a proposed manure processing facility. He stated that the Town must focus on code enforcement and stop practices that harm residents' health, property values, and quality of life. Mr. Yahn provided a document to all Councilmembers (attached hereto as Exhibit A).

MOTION: COUNCILMEMBER COLEMAN/COUNCILMEMBER MANIGLIA MOVED TO RECEIVE AND FILE THE PAPERWORK SUBMITTED TO THE DAIS. MOTION PASSED UNANIMOUSLY (5-0).

Jane Cleveland stated that she built and owns Poinciana Farm on C Road and has invested all of her resources into maintaining the property. She described her farm as representative of authentic Florida and noted her significant investment in stormwater management, which she is proud to showcase. She also purchased an adjacent five-acre parcel on B Road with the intention of potentially residing there in the future. She acknowledged past code violation issues but expressed appreciation to Town staff and Council for progress being made, thanking them for the efforts in addressing challenging matters. Ms. Cleveland voiced concern about industrial use occurring near her residentially zoned property, noting the potential impact on property values and safety for horseback riders. She offered her support for code enforcement and willingness to assist the Town in its efforts.

Jane Harding expressed frustration with ongoing code enforcement issues and stated that she feels unsafe on her property, citing fear of surveillance and repeated citations despite her compliance. She described an incident where a code enforcement officer remained outside her property, and despite assurances from staff that she complied, she was still cited. She questioned why the proposed RV park remains under consideration when the Town already has an RV program that, if improved, could generate revenue without the added traffic, crime, or other impacts. She noted

that residents do not support the RV park and emphasized that she would not consider paying high rental fees to use it. She mentioned the Town should focus on finalizing and improving its existing RV program rather than starting new projects. Ms. Harding also raised concerns about the lack of progress on Town initiatives, the need for majority votes on major decisions such as rezoning, and her opposition to three-year Council terms. She stressed the importance of completing projects properly, improving transparency regarding anonymous letters and texts, and ensuring that regulations fairly distinguish between responsible property owners and violators. She concluded by stating that transparency should not be an issue if all actions are legitimate.

ADJOURNMENT

Mayor Kane transitioned directly into the next scheduled meeting at 6:52 PM.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor Anita Kane, Seat 3

Town Clerk

Vice Mayor Margaret Herzog, Seat 5

Councilmember Phillis Maniglia, Seat 1

Councilmember Lisa El-Ramey, Seat 2

Councilmember Paul T. Coleman II, Seat 4

CODE ENFORCEMENT SUGGESTIONS TO IMPLEMENT:

1. Hire a second code enforcement officer ASAP. Ideally that new officer will work 2/3 weekends per month and have the proper number of related week days off to compensate. Our current code officer is overwhelmed, and many violations take place on weekends.

2. Review and refine code policy and protocols to insure everything relates, "dove-tails" and streamlines the process so code enforcement is more efficient, timely and effective. Evidently our current code policy is not as clear and connected as it should be – and this needs review/correction.

3. Grant code officers the ability to issue tags and fines immediately upon ascertaining a violation IF that violation rises to the level where a fine is appropriate AND the property owner indicates that will not adhere to town codes, rules or laws. I have been told that a list of infractions where immediate fines may be warranted has not been developed or voted upon, and this needs to be done. If a concern is that code fines could be weaponized, require a second layer of approval by the town manager – with the fine issued timely thereafter.

4. Make code enforcement a priority. No other issue should take priority over the health, safety, welfare and protection of property values, period. If the town managers contract is to be renewed then it should be done by the entire council – not one member.

   An attachment to that contract renewal should be a requirement that code enforcement is a critical part of the job description and needs more focus. Written updates as to the town managers progress in furthering code enforcement should be provided council every 60 days, and a failure to make progress would be grounds for termination/dismissal.

Clearly code enforcement failures are not attributable to one employee. However, to renew the town managers employment without a written emphasis on code enforcement would be mistake, and send taxpayers a very poor response to their pleas that code enforcement be improved.

Code enforcement as a significant part of our town managers job. It cannot be abdicated or assigned to others. However, the town manager needs be supported by our council and our citizens as steps are taken to improve performance in this area. Town council needs to do more to insure our codes, permit requirements are enforced and their constituent's health/safety are better protected as we move forward.

PLEASE IMPLEMENT ALL THESE SUGGESTIONS.

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL REGULAR MEETING MINUTES
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, May 06, 2025

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor Kane called the meeting to order at 6:53 PM

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE

Mayor Kane led the Pledge of Allegiance followed by a moment of silence.

ROLL CALL

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Paul Coleman, Councilmember Lisa El-Ramey, Councilmember Phillis Maniglia, Town Manager Francine Ramaglia, Town Attorney Glen Torcivia. Project Coordinator Jeff Kurtz, Public Works Director Richard Gallant, Public Works Superintendent Craig Lower, Planner Jim Fleischman, Engineer Randy Wertepny, Building Official Jacek Tomasik, Community Standards Director Caryn Gardner -Young, Lead Code Compliance Officer Deanna Thomas, and Town Clerk Valerie Oakes were present.

ADDITIONS, DELETIONS AND MODIFICATIONS

Mayor Kane called for any additions, deletions, modifications or approval of the agenda.

Councilmember El-Ramey stated that her Planning and Zoning Board (PZB) appointee had resigned and requested to appoint a replacement.

Vice Mayor Herzog noted she also had an appointment to bring forward.

Mayor Kane stated that she did not have a replacement identified at the moment but reserved the right to add her appointment at the next meeting.

Town Clerk Oakes requested to remove Consent Agenda items no. 4 and no. 13 from the agenda.

By consensus, the Town Council agreed to allow Councilmember El-Ramey to appoint a replacement to the PZB, Vice Mayor Herzog to appoint a replacement to a committee, and Mayor Kane to bring forward an appointment at a future meeting.

Mayor Kane requested to add the appointments as 7B on the agenda.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Public Comments can be found within the May 6 , 2025 Community Discussion Minutes.

PRESENTATIONS

1. Presentation on Resilient Florida Update by Randy Wertepny of Keshavarz & Associates

   Keshavarz & Associates Randy Wertepny presented on Resilient Florida Update.

2. Presentation on the Palm Beach County Fire Rescue FY24 Annual Report by District Chief Amanda Vomero

   District Chief Amanda Vomero presented the Palm Beach County Fire Rescue FY24 Annual Report.

3. Presentation from the Palm Beach County Sheriff's Office:

   A. FY24 Annual Report by PBSO Captain Robert Sandt

   B. Behavioral Services Program by PBSO Sergeant Bernardo Hernandez

   Palm Beach Sheriff's Office Lieutenant Sauers presented members of the PBSO team and Sergeant Bernardo Hernandez.

   Sergeant Bernardo Hernandez presented the Behavioral Services Program by PBSO.

MAYOR KANE CALLED FOR A BRIEF RECESS AT 7:50 PM.

RECONVENED TOWN COUNCIL MEETING AT 7:55 PM.

4. Presentation on Draft FY 2024 Financial Audit Prepared by Andrew S. Fierman of Cabellero, Fierman, Llerena & Garcia

   Item No. 4 was removed from the agenda.

5. Introduction of David DiLena, President/Principal, Project Point, Inc. and Consideration of Approval on ***Resolution No. 2025-32*** to Approve the Contract with Projected Point, Inc.

   Projected Point President David DiLena introduced Resolution No. 2025-32 to Approve the Contract with Projected Point, Inc.

   Project Coordinator Jeff Kurtz provided information on Presentation Item No. 5.

No public comments. Town Council discussion ensued.

MOTION: COUNCILMEMBER EL-RAMEY/COUNCILMEMBER MANIGLIA MOVED TO APPROVE RESOLUTION NO. 2025-32 WITH AN ADMENDMENT TO REDUCE THE TIME FRAME FROM 90 DAYS TO 60 DAYS. MOTION PASSED UNANIMOUSLY (5-0).

6. Presentation on Code 101 by Caryn Gardner-Young, Community Standards Manager, and Glen Torcivia, Town Attorney

Community Standards Director Gardner-Young and Town Attorney Glen Torcivia presented Code 101.

Public Comment received from Cassie Suchy and Town Clerk Oakes read into record a statement by Ms. McNicholas. Town Council discussion ensued.

By consensus, the Town Council directed staff to continue addressing code enforcement staffing needs and to bring forward proposed budget amendments, including funding options and clarification on civil citation enforcement, at the June meeting.

7. Presentation of Proclamations – Building Safety Month, Professional Municipal Clerks Week, and National Public Works Week

Mayor Kane read into record the Building Safety Month, Professional Municipal Clerks Week, and National Public Works Week Proclamations

7B. Vice Mayor Herzog nominated Peter Lomuto to the Finance Advisory and Audit Committee (FAAC), and Councilmember El-Ramey nominated Cassie Suchy to the Planning and Zoning Board.

MOTION: COUNCILMEMBER COLEMAN/VICE MAYOR HERZOG MOVED TO APPOINT PETER LOMUTO TO THE FINANCE ADVISORY & AUDIT COMMITTEE AND CASSIE SUCHY TO THE PLANNING & ZONING BOARD. MOTION PASSED UNANIMOUSLY (5-0).

CONSENT AGENDA

Councilmember El-Ramey requested to pull item no.11 for discussion.

MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER EL-RAMEY MOVED TO APPROVE CONSENT AGENDA ITEMS NO. 8 THROUGH NO. 14, WITH THE REMOVAL OF ITEM NO. 13, PULLING ITEM NO. 11 FOR DISCUSSION, AND SCRIVENER'S ERRORS IN ITEM NO. 8 TO BE ADDRESSED WITH STAFF BY COUNCILMEMBER EL-RAMEY. MOTION PASSED UNANIMOUSLY (5-0).

8. Approval of the Minutes

MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER EL-RAMEY MOVED TO APPROVE CONSENT AGENDA ITEMS NO. 8 THROUGH NO. 14, WITH THE REMOVAL OF ITEM NO. 13, PULLING ITEM NO. 11 FOR DISCUSSION, AND SCRIVENER'S ERRORS IN ITEM NO. 8 TO BE ADDRESSED WITH STAFF BY COUNCILMEMBER EL-RAMEY. MOTION PASSED UNANIMOUSLY (5-0).

9. Consideration of Approval on ***Resolution No. 2025-26***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE ENTRY BY THE TOWN INTO A MUTUAL AID AGREEMENT WITH INDIAN TRAIL IMPROVEMENT DISTRICT FOR EMERGENCY AID AND ASSISTANCE; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE MUTUAL AID AGREEMENT; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER EL-RAMEY MOVED TO APPROVE CONSENT AGENDA ITEMS NO. 8 THROUGH NO. 14, WITH THE REMOVAL OF ITEM NO. 13, PULLING ITEM NO. 11 FOR DISCUSSION, AND SCRIVENER'S ERRORS IN ITEM NO. 8 TO BE ADDRESSED WITH STAFF BY COUNCILMEMBER EL-RAMEY. MOTION PASSED UNANIMOUSLY (5-0).

10. Consideration of Approval on ***Resolution No. 2025-27***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING AN AGREEMENT WITH AQUATIC VEGETATION CONTROL, INC. FOR VEGETATION MANAGEMENT SERVICES UTILIZING THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CONTRACT #4600004968; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER EL-RAMEY MOVED TO APPROVE CONSENT AGENDA ITEMS NO. 8 THROUGH NO. 14, WITH THE REMOVAL OF ITEM NO. 13, PULLING ITEM NO. 11 FOR DISCUSSION, AND SCRIVENER'S ERRORS IN ITEM NO. 8 TO BE ADDRESSED WITH STAFF BY COUNCILMEMBER EL-RAMEY. MOTION PASSED UNANIMOUSLY (5-0).

11. Consideration of Approval on ***Resolution No. 2025-29***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ACCEPTING AN EASEMENT FROM 1540 NORTH TREASURE DRIVE, LLC OVER A PORTION OF THEIR PROPERTY LOCATED AT 14563 NORTH ROAD, LOXAHATCHEE GROVES, FLORIDA; PROVIDING AN EFFECTIVE DATE.

Item pulled from the consent agenda for further discussion.

Councilmember El-Ramey opened discussion regarding a property by North Road on the north side, noting it includes a horse trail funded by the state. Town Council discussion ensued.

Public Comment received from Cassie Suchy. Town Council discussion ensued.

MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER COLEMAN MOVED TO ADOPT RESOLUTION NO. 2025-29, ACCEPTING THE EASEMENT OVER THE PROPERTY AS IDENTIFIED THEREIN. MOTION PASSED UNANIMOUSLY (5-0).

12. Consideration of Approval on ***Resolution No. 2025-30***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING REMOVAL OF 218 SPECIMEN TREES FROM TRACTS AE, SWM 6, SWM 7 and SWM 9 WITHIN THE GROVES TOWN CENTER PUD AMENDMENT NO. 1 PLAT LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND "B": PROVIDING AN EFFECTIVE DATE.

MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER EL-RAMEY MOVED TO APPROVE CONSENT AGENDA ITEMS NO. 8 THROUGH NO. 14, WITH THE REMOVAL OF ITEM NO. 13, PULLING ITEM NO. 11 FOR DISCUSSION, AND SCRIVENER'S ERRORS IN ITEM NO. 8 TO BE ADDRESSED WITH STAFF BY COUNCILMEMBER EL-RAMEY. MOTION PASSED UNANIMOUSLY (5-0).

13. Consideration of Approval on ***Resolution No. 2025-31***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING REMOVAL OF 4 CYPRESS SPECIMEN TREES AT 15171 WILLIAMS DRIVE ROAD; PROVIDING AN EFFECTIVE DATE.

Item No. 13 was removed from the agenda.

14. Quarterly Reports - Receive and File

MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER EL-RAMEY MOVED TO APPROVE CONSENT AGENDA ITEMS NO. 8 THROUGH NO. 14, WITH THE REMOVAL OF ITEM NO. 13, PULLING ITEM NO. 11 FOR DISCUSSION, AND SCRIVENER'S ERRORS IN ITEM NO. 8 TO BE ADDRESSED WITH STAFF BY COUNCILMEMBER EL-RAMEY. MOTION PASSED UNANIMOUSLY (5-0).

REGULAR AGENDA

15. Consideration of Approval on ***Ordinance No. 2025-01*** on First Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY CREATING CHAPTER 27 "FIREWORKS" TO PROVIDE FOR REGULATIONS REGARDING

THE USE OF FIREWORKS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Town Clerk Oakes read the title of Ordinance No. 2025-01 into the record.

Public comments provided by Jo Siciliano and Jane Harding. Town Council discussion ensued.

MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER EL-RAMEY MOVED TO APPROVE ORDINANCE NO. 2025-01 ON FIRST READING, INCLUDING THE MODIFICATIONS REFERENCED REGARDING RESULT IN INJURY AND DEATH, FORESTRY DEPARTMENT, AND PTSD FOR VETERANS. MOTION PASSED UNANIMOUSLY (5-0).

MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER EL-RAMEY MOVED TO EXTEND THE MEETING AT 10:15 PM. MOTION PASSED UNANIMOUSLY (5-0).

MOTION: COUNCILMEMBER COLEMAN/COUNCILMEMBER EL-RAMEY MOVED TO RECESS THE MEETING UNTIL MAY 13, 2025, AT 6:00 PM, TO CONTINUE WITH THE REMAINING AGENDA ITEMS BEGINNING WITH ITEM NO. 16 THROUGH THE END OF THE AGENDA. MOTION PASSED UNANIMOUSLY (5–0).

16. Consideration of Approval of ***Ordinance No. 2025-02*** on First Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ARTICLE I "IN GENERAL," ARTICLE II "IMPROPER DISPOSAL OF WASTE MATERIALS," AND ARTICLE III "COLLECTION OF WASTE; FRANCHISES AND REGISTRATION OF CONTRACTORS AUTHORIZED," ALL OF CHAPTER 38 "SOLID WASTE," OF THE LOXAHATCHEE GROVES CODE OF ORDINANCES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

    Item no.16 was moved for review at the following May 16, 2025 meeting.

17. Discussion on Livestock Waste Non-Exclusive Franchise Program to Replace Registration Program as Required by FS 163.3205

    Item no.17 was moved for review at the following May 16, 2025 meeting.

DISCUSSION

By Town Council consensus discussion items were moved to the following May 13, 2025, meeting.

18. Discussion on Charter Review Amendments

19. Discussion of Proposed Ordinance Updates to the Unified Land Development Code

20. Discussion of Scheduling Council and Community Strategic Planning

    A. Council Policy Action Plan

    B. Council Meeting Action Plan

21. Discussion of Rural Vista Guidelines

TOWN STAFF COMMENTS

Town staff had no report.

TOWN COUNCILMEMBER COMMENTS

Town Council had no report.

THE MEETING WAS RECESSED AT 10:18 PM UNTIL MAY 13, 2025, AT 6:00 PM.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor Anita Kane, Seat 3

Town Clerk

Vice Mayor Margaret Herzog, Seat 5

Councilmember Phillis Maniglia, Seat 1

Councilmember Lisa El-Ramey, Seat 2

Councilmember Paul T. Coleman II, Seat 4

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

AGENDA MEMO

TO: **Town Council of Town of Loxahatchee Groves**

FROM: **Francine Ramaglia, Town Manager**

DATE: **May 6, 2025**

SUBJECT: **Quarterly Reports – Receive & File**

Background:
Quarterly Reports to be received and files are as follows:

a. Building - Jacek Tomasik, Building Official

b. Code Enforcement – Caryn Gardner-Young, Commuity Standards Manager

c. Engineering - Tara Bamber, Engenuity Group and Randy Wertepny, Keshavarz & Associates

d. Finance - Chris Wallace from Munilytics

e. Grants & Human Resources – Amber Schmeider, Contract/Grants & HR Coordinator

f. Information Technology Services - Node0

g. Palm Beach County Fire Rescue - Chief Vomero

h. Palm Beach County Sheriff's Office - Captain Sandt

i. Planning and Zoning - Kaitlyn Forbes, Complete Cities and Jim Fleischmann, Town Planner

j. Public Works - Richard Gallant, Public Works

k. Town Attorney – Glen Torcivia, Town Attorney

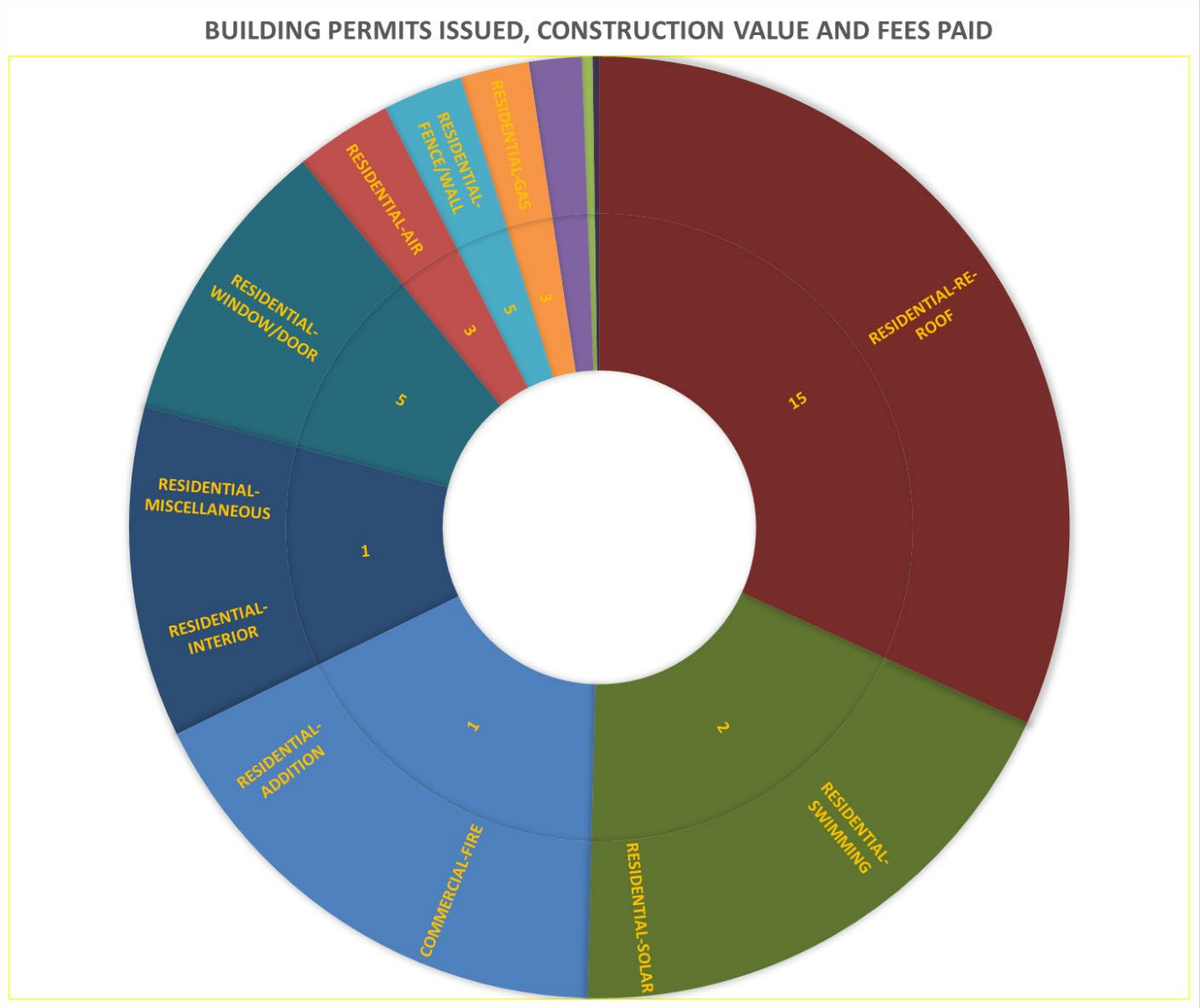
l. Town Clerk - Valerie Oakes

The Building Department quarterly report is intended to inform the Town Council and the residents of various permitting activities, as well as the most recent improvements in the overall permitting and customer services

BUILDING PERMIT ACTIVITIES THIS QUARTER

- Issued 50 Building Permits
- Performed 120 Inspections and 103 Plan Reviews
- Collected $55,673.25 In permit and other fees

Building Permits Issued, Construction Value, and Fees Paid			
PERMITS ISSUED	**PERMIT TYPE**	**JOB-VALUE**	**FEES PAID**
1	**COMMERCIAL-FIRE**	$125,975.00	$2,675.40
1	**COMMERCIAL-LOW**	$2,500.00	$266.50
1	**RESIDENTIAL-ADDITION**	$60,000.00	$1,281.25
3	**RESIDENTIAL-AIR**	$36,204.00	$303.74
1	**RESIDENTIAL-DETACHED**	$4,000.00	$256.25
2	**RESIDENTIAL-ELECTRIC**	$19,575.91	$684.91
5	**RESIDENTIAL-FENCE/WALL**	$29,907.00	$1,274.00
3	**RESIDENTIAL-GAS**	$25,662.65	$846.40
1	**RESIDENTIAL-HURRICAN**	$6,720.00	$266.50
1	**RESIDENTIAL-INTERIOR**	$66,508.98	$0.00
1	**RESIDENTIAL-MISCELLANEOUS**	$50,000.00	$1,119.30
1	**RESIDENTIAL-NEW**	$0.00	$208.00
15	**RESIDENTIAL-RE-ROOF**	$345,144.79	$8,158.00
2	**RESIDENTIAL-SOLAR**	$45,045.00	$1,067.15
2	**RESIDENTIAL-SWIMMING**	$156,500.00	$3,383.73
1	**RESIDENTIAL-WATER HEATER**	$2,490.00	$0.00
5	**RESIDENTIAL-WINDOW/DOOR**	$108,650.00	$2,678.85
46	**TOTAL**	**$1,084,883.33**	**$24,469.98**



2nd Quarter 2025 Permitting System Transition Overview

During the 2nd Quarter of 2025, permit applications and issuances were processed through both the legacy Gove-Easy system and the newly adopted My Government Online (MGO) platform. This dual-system usage during the transition period has resulted in minor discrepancies between the reported number of permits and the total fees collected.

As of the end of the quarter, MGO is now fully implemented and operational for all permit types, including Building, Site Development, Right-of-Way (ROW), Vegetation Removal, and various others. The new system enhances the permitting process by enabling:

- Seamless digital submittals
- Streamlined plan reviews
- Real-time inspection scheduling and tracking
- Improved customer and applicant communication
- This modernization represents a significant step forward in service delivery, increasing transparency and efficiency across all permitting operations.

Code Compliance Department
Quarterly Report – January 1 to March 31, 2025

Mission Statement

To protect the health, safety, and welfare of residents, visitors, and property through education, cooperation, and voluntary compliance.

Code Compliance Operations Summary

The Code Compliance Department's primary focus is to achieve voluntary compliance through education and communication. Given the Town's rural character—with large, fenced parcels—initial outreach is typically through Courtesy Letters followed by formal postings such as Notices of Violation (NOV)/Notices of Hearing (NOH) if compliance cannot be achieved through cooperation.

While the Department is complaint-driven, officers are also empowered to take action when they observe violations in the field. In 2023 and in 2024, the Town Council directed staff to take a proactive approach to critical items including:

- Floodplain Development Activities (FDAs)
- Unauthorized clearing or construction
- Manure violations
- Recreational vehicles visible from the road
- Unpermitted commercial vehicle use

Anonymous complaints are not accepted under Florida Statute 162.21 unless there is an imminent threat to public health, safety, or the environment. The Town may verify the identity of complainants as all information becomes public record.

Voluntary compliance remains the goal. Staff prioritizes communication before enforcement and regularly resolves issues through phone calls, meetings, and outreach. Courtesy Letters are effective in addressing minor issues such as vegetation overgrowth, improper trailer parking, or bulk trash. However, formal enforcement is necessary for more serious violations like unpermitted fill in flood hazard areas.

Communicating with residents is key to resolving violations.

Enforcement Statistics

	Q1 FY 25	Q2 FY 25	YTD 2025
Cases Open at Start of Period	132	114	246
New Cases Opened During Period	42	627	669
Cases Opened from Citizen Complaints	42	627	669
Cases Closed During Period	60	549	609
Cases Closed Due to Compliance	56	483	539
Cases Remaining Open at End of Period	***114***	***135***	***229***

Initial Inspections Conducted	41	627	668
Re-inspections	51	456	507
Total Inspections	***92***	***1083***	***1175***

Magistrate Cases by Violation Type

	Q1 FY 25	Q2 FY 25	YTD 2025
Floodplain Development (FDA)	5	71	76
Recreational Vehicle/Trailer	9	199	208
Business Tax Receipt	1	128	129
Building Permits Required	3	68	71
Zoning	3	27	30
Bulk Trash	0	11	11
Right-of-Way Violations	1	0	1
Tree Removal (Unpermitted)	2	22	24
Commercial Vehicles / Trailers	1	8	9
Garbage / Trash Violations	0	11	11
Equipment Screening	0	59	59
Sign Violation	2	0	2
Property Maintenance	3	0	3
Misc Violations	11	17	28
Manure Violations	1	6	7

Note that during 1st Quarter a Full Time Code Officer did not start until Dec. 2024

Please note that the above cases do not include approximately:

- 70 +/- expired permits
- 40 +/- site triangle courtesy letters
- 50 +/- potential sign code violations

Recreation Vehicle Cases

There are over 200 recreational vehicle cases as shown below

Q1 FY 25	Q2 FY 25	YTD 2025
9	199	208

As of this reporting period, **approximately 60 new RV-related cases** are being processed, along with **30 revised cases** where the original Notices of Violation (NOVs) required correction. Updated NOVs are being finalized this week.

For cases that have already gone before the **Special Magistrate**, a **30-day correction window** was granted. Code Compliance staff will calendar these cases for re-evaluation in **four months** to confirm long-term compliance. If violations persist, staff will bring those cases forward for **Council review to consider foreclosure**, following reauthorization from the Special Magistrate.

For properties where **no recreational vehicle (RV) was found on site**, files will be **closed**. Given that the current timeframe is **outside of peak season**, there will be **no immediate**

reinspections. However, staff will calendar those properties for reevaluation **during the next high season**.

Cases involving **occupied RVs** will be scheduled for **on-site inspections next week**, with an anticipated rate of **7–10 inspections per day**. Inspections will be conducted by any available trained Code Officer and/or other staff, including support from Jacek if inspections are required over a weekend.

Staff continue to manage significant workload demands related to RV cases—including **case file preparation, investigations, resident communication, and hearing preparation**. While progress has been steady, resources remain limited. Staff remain hopeful that these represent the **final phase of intensive RV enforcement** efforts.

Fines and Liens Summary

The Town continues to track significant fines and liens associated with unresolved or repeat code violations. As of March 31, 2025, the top violators remain consistent, with substantial amounts accrued across multiple cases. Other properties have smaller but recurring fines, often related to zoning, floodplain activity, and/or unpermitted construction/activities.

Staff will continue to monitor these properties and pursue Magistrate orders and title searches where warranted under the Town's November 2024 foreclosure policy where:

Foreclosure may be considered if**:**

- Liens exceed **$100,000**
- Property is **out of compliance for over a year**
- Violations pose a **risk to health or safety**

Enforcement prioritizes high-risk, non-homesteaded properties with long-standing noncompliance.

Before any action**:**

- Staff must **verify eligibility**, order **title search**, complete a **checklist**, and obtain a **Special Magistrate order**
- Obtain required **Town Council approval**

However, the Town has one case approved by the Town Council to proceed to foreclosure which we are in the process of hiring a specialized foreclosure attorney. We also have approximately 8 cases which we are seeking title searches to determine if a foreclosure is appropriate.

A Higher Standard of Excellence
engenuity group inc.
ENGINEERS • SURVEYORS • GIS MAPPERS

Memorandum

To: **Loxahatchee Groves Town Council**

Francine Ramaglia, Town Manager

From: **Tara Bamber, P.E., Town Engineer**

Subject: **Quarterly Report – January 1 to March 31, 2025**

Date: **April 17, 2025**

Below is a condensed version of the work that Engenuity Group, Inc. provided within January 1st to March 31st in 2025 as the Town Engineer and Engenuity Group Staff.

1. **Land Development Fee-Based Applications**:
    - **a.** Site Development (FDA) **22;** Approvals **4**
    - **b.** Right of Way **10;** Approvals **3**
    - **c.** Pre-Application **1**
    - **d.** Pre-Construction **1**
    - **e.** Construction **3**
    - **f.** Project Closeout **7**
    - **g.** Building Permits **7**
2. **Code Compliance Research (non-permitted):** Cases **3**
3. **Development Review Committee**:
    - **a.** Projects Reviewed **1**
    - **b.** Meetings **0**
4. **General Services**:
    - **a.** Design Town Culvert Replacements (plans/permitting) **3**
    - **b.** Monthly Staff Meetings **2**
    - **c.** Quarterly Report

- **d.** Create "2024 Overview and Calculations Guidance" for the Ordinance 2024-14- Amending Section 130-035
- **e.** MGO Training
- **f.** Create Approval Stamp for Approved Plans

5. **Survey**:
   - **a.** Sketch and Legal Drainage Easement

Florida's Last Frontier
Town of
LOXAHATCHEE GROVES
155 F Road Loxahatchee Groves, FL 33470

TO: **Town Council of Town of Loxahatchee Groves**

FROM: **Jeff Kurtz, Project Coordinator**

DATE: **May 6, 2025**

SUBJECT: **Review of Quarterly financial reports**

Background:

Attached are the Budget to Actual (B2A) for Revenues and Expenditures Report for the following periods:

1. September 30, 2024, 4th Quarter of FY24
2. December 31, 2024, 1st Quarter of FY 25
3. March 31, 2025, 2nd Quarter of FY 25

Also attached are vendor reports for the FY 24 and through the second quarter of FY25, and balance sheet through the second quarter of FY 25. The fund balance information for the close of FY 24 can be found in the draft audit document at page 18.

The FY25 budget will be the subject of a proposed budget amendment. Among the areas that will be proposed for amendment are:

1. Legal Services – The total legal services budget for FY25 absent cost recovery items was $226,120 consisting of $193,000 for general legal services and $33,120 for code enforcement work. The B2A second quarter report shows expenditures for those services had exceeded the allocated annual budget by approximately $7,000. Those expenditures were for 5 months of the fiscal year as the invoices for March were not received until April. Total charges for legal services were approximately $44,000. The Town Attorney has indicated the firm will be requesting a budget adjustment equal to $30,000 per month for the remainder of the fiscal year, which will mean a total adjustment of approximately $230,000, if the request is granted by Town Council.
2. The Town Council had directed staff to pursue TPA grants related to Okeechobee Boulevard improvements, so as a part of the budget amendment staff will be requesting the reinstitution of $100,000 to the Capital Improvement Plan (CIP) to cover costs associated with that project for this fiscal year.
3. Establishing a Community Servies Director to oversee planning, engineering review, and code enforcement functions and the retention of a full-time code enforcement officer will require monies to be reallocated in the General Fund.

155 F Road Loxahatchee Groves, FL 33470

4. Savings incurred in bid prices versus budgeted amounts for culvert projects, catch basins and drainage projects will allow the completion of swale work on 161st to be contracted out and the return of public works drainage crews to begin work on the A road canal restabilization and thus move forward with the A Road paving project.
5. Additional funds are necessary to carry out the planning and design related to Tangerine and Citrus service improvements.

The staff is prepared to discuss these issues in greater detail at the meeting.

David DiLena from Projected Point, Inc., the Town's proposed Finance Director will present the reports to the Council.

Recommendation:

Receive and file.

Town of Loxahatchee
Budget to Actual
September 30, 2024

		September	YTD Through September 30	Budgeted	Balance	FY24 % Used Thru Sep 30	FY23 % Used Thru Sep 30
001 - General Fund							
REVENUES							
001-01-31-311-31000	Ad Valorem Taxes	$ -	$ 1,527,667	$ 1,502,208	$ (25,459)	101.69%	102.08%
001-01-31-314-31410	Electric Utility Tax	$ 84,681	$ 459,647	$ 391,000	$ (68,647)	117.56%	117.97%
001-01-31-314-31480	Utility Service Tax- Propane	$ 3,131	$ 21,453	$ 11,000	$ (10,453)	195.03%	98.12%
001-01-31-315-31500	Communication Services	$ 7,778	$ 93,943	$ 94,000	$ 57	99.94%	101.66%
001-01-31-316-31600	Local Business Tax	$ 33,125	$ 142,655	$ 100,000	$ (42,655)	142.66%	92.98%
001-01-32-323-32310	FPL Franchise Fee	$ 33,452	$ 324,793	$ 310,000	$ (14,793)	104.77%	131.34%
001-01-32-323-32330	PBC Water Utility Franchise	$ 4,209	$ 41,690	$ 30,000	$ (11,690)	138.97%	192.12%
001-01-32-323-32360	PBC Sewer Utility Franchise	$ 2,389	$ 14,009	$ -	$ (14,009)	NA	112.41%
001-01-32-323-32370	Solid Waste Franchise	$ 15,703	$ 208,558	$ 190,000	$ (18,558)	109.77%	130.54%
001-01-32-323-32390	Hauler's Franchise Fee	$ -	$ 3,515	$ 6,800	$ 3,286	51.68%	129.56%
001-01-32-329-32900	Building Permits	$ 10,752	$ 301,586	$ 200,000	$ (101,586)	150.79%	96.95%
001-01-32-329-32901	Other Permits	$ 550	$ (1,450)	$ 60,000	$ 61,450	(2.42%)	20.02%
001-01-32-329-32903	Floodplain Development Application	$ 250	$ 10,600	$ -	$ (10,600)	NA	NA
001-01-32-329-32905	Alarm Registration	$ 281	$ 4,406	$ -	$ (4,406)	NA	NA
001-01-32-329-32906	Right of Way Permit	$ 600	$ 2,200	$ -	$ (2,200)	NA	NA
001-01-32-341-34135	Administrative Charge Dependent District	$ -	$ 172,500	$ 172,500	$ -	100.00%	100.00%
001-01-33-335-35120	Municipal Revenue Sharing	$ 6,909	$ 86,814	$ 86,000	$ (814)	100.95%	109.15%
001-01-33-335-35150	Alcoholic Beverage License Tax	$ -	$ 1,596	$ 6,000	$ 4,404	26.60%	56.61%
001-01-33-335-35180	Half Cent Sales Tax	$ 24,175	$ 335,884	$ 330,000	$ (5,884)	101.78%	119.03%
001-01-33-338-33800	Shared Revenue From Other Governments	$ 4,965	$ 12,446	$ -	$ (12,446)	NA	NA
001-01-34-341-34000	General Government Charges	$ 206	$ 4,406	$ 9,000	$ 4,594	48.96%	68.09%
001-01-34-341-34180	Planning and Zoning Fees	$ 2,500	$ 37,762	$ -	$ (37,762)	NA	NA
001-01-34-341-34181	Zoning Review of Building Permits	$ (327)	$ (2,401)	$ -	$ 2,401	NA	NA
001-01-34-341-34190	Cost Recovery Fees	$ 16,363	$ 238,459	$ 210,000	$ (28,459)	113.55%	106.13%
001-01-35-351-35150	Court Fines	$ 1,300	$ 6,328	$ -	$ (6,328)	NA	327.55%
001-01-35-354-35400	Code Enforcement Fines	$ 936	$ 20,484	$ 10,000	$ (10,484)	204.84%	501.28%
001-01-35-354-35401	Alarm Violation	$ -	$ 244	$ -	$ (244)	NA	501.28%

Town of Loxahatchee
Budget to Actual
September 30, 2024

		September	YTD Through September 30	Budgeted	Balance	FY24 % Used Thru Sep 30	FY23 % Used Thru Sep 30
001-01-35-354-35410	Tree Mitigation	$ -	$ 746,865	$ -	$ (746,865)	NA	501.28%
001-01-36-361-36110	Interest	$ 8,699	$ 28,537	$ 5,000	$ (23,537)	570.74%	483.17%
001-01-36-369-36990	Other Miscellaneous Revenue	$ 86	$ 1,858	$ 1,000	$ (858)	185.80%	61.36%
001-01-38-381-38100	Transfer from Fund Balance	$ -	$ 506,059	$ 506,059	$ -	100.00%	NA
001-14-36-361-36110	Interest for FMIVT	$ 953	$ 8,553	$ -	$ (8,553)	NA	515.42%
Total Revenues		**$ 263,666**	**$ 5,361,667**	**$ 4,230,567**	**$ (1,131,100)**	**126.74%**	
EXPENDITURES							
001-10-51-511-51200	Regular Salaries	$ 3,750	$ 45,000	$ 45,000	$ -	100.00%	NA
001-10-51-511-52100	FICA Taxes	$ 309	$ 3,653	$ 3,443	$ (210)	106.09%	NA
001-10-51-511-53100	Lobbying Services	$ 5,417	$ 65,053	$ 70,000	$ 4,947	92.93%	NA
001-10-51-511-53101	Town Council Legal Expenses	$ -	$ 24,229	$ -	$ (24,229)	NA	NA
001-10-51-511-54000	Travel	$ 1,466	$ 4,751	$ 5,000	$ 249	95.03%	36.81%
001-10-51-511-55400	Books, Publications, Subscriptions	$ 16	$ 3,481	$ 5,000	$ 1,519	69.61%	101.63%
001-10-51-511-55500	Education & Training	$ -	$ 2,565	$ 3,000	$ 435	85.51%	NA
001-10-51-511-58200	Special Events/ Contributions	$ -	$ 11,589	$ 10,000	$ (1,589)	115.89%	66.42%
	Town Council	**$ 10,958**	**$ 160,320**	**$ 141,443**	**$ (18,877)**	**113.35%**	

Town of Loxahatchee
Budget to Actual
September 30, 2024

		September	YTD Through September 30	Budgeted	Balance	FY24 % Used Thru Sep 30	FY23 % Used Thru Sep 30
001-12-51-512-51200	Regular Salaries	$ 43,877	$ 459,721	$ 518,013	$ 58,293	88.75%	105.10%
001-12-51-512-51400	Overtime	$ 2,001	$ 17,733	$ 17,500	$ (233)	101.33%	31.17%
001-12-51-512-52100	FICA Taxes	$ 3,413	$ 35,054	$ 39,628	$ 4,574	88.46%	115.03%
001-12-51-512-52200	Retirement FRS	$ 7,779	$ 93,889	$ 106,502	$ 12,613	88.16%	117.54%
001-12-51-512-52300	Health and Life Insurance	$ (725)	$ 44,919	$ 53,366	$ 8,447	84.17%	51.59%
001-12-51-512-52400	Worker's Compensation	$ -	$ 2,552	$ 1,805	$ (747)	141.40%	460.85%
001-12-51-512-53400	Other Services	$ -	$ 25,649	$ 3,000	$ (22,649)	854.97%	159.93%
001-12-51-512-54000	Travel	$ 18	$ 2,753	$ 9,000	$ 6,247	30.59%	67.09%
001-12-51-512-54200	Postage and Freight	$ 1,163	$ 2,469	$ 3,000	$ 531	82.29%	135.33%
001-12-51-512-54900	Other Operating Expenses (Misc.-Recording Fees)	$ 25	$ 9,983	$ 8,000	$ (1,983)	124.79%	71.34%
001-12-51-512-54930	Election Expense	$ -	$ 2,866	$ 20,000	$ 17,134	14.33%	2.42%
001-12-51-512-54960	Legal Advertising	$ -	$ 4,762	$ 5,000	$ 238	95.23%	236.42%
001-12-51-512-55100	Office Supplies	$ 1,021	$ 16,270	$ 10,000	$ (6,270)	162.70%	240.67%
001-12-51-512-55400	Books, Publications, Subscriptions	$ (80)	$ 9,631	$ 6,000	$ (3,631)	160.52%	85.55%
001-12-51-512-55500	Education & Training	$ 172	$ 2,138	$ 4,000	$ 1,862	53.45%	107.35%
	Town Administrator	**$ 58,664**	**$ 730,389**	**$ 804,815**	**$ 74,426**	**90.75%**	

Town of Loxahatchee
Budget to Actual
September 30, 2024

		September	YTD Through September 30	Budgeted	Balance	FY24 % Used Thru Sep 30	FY23 % Used Thru Sep 30
001-14-51-513-53110	Payroll Fees	$ 387	$ 8,229	$ 8,000	$ (229)	102.86%	180.97%
001-14-51-513-53200	Accounting and Auditing	$ 8,333	$ 108,982	$ 100,000	$ (8,982)	108.98%	213.48%
001-14-51-513-53300	Compliance Auditing	$ -	$ 23,750	$ 25,000	$ 1,250	95.00%	NA
001-14-51-513-54910	Bank and Merchant Account Charges	$ 2,091	$ 19,168	$ 10,000	$ (9,168)	191.68%	NA
	Finance	**$ 10,811**	**$ 160,129**	**$ 143,000**	**$ (17,129)**	**111.98%**	
001-16-51-514-53100	Legal Fees	$ 71,991	$ 305,826	$ 175,000	$ (130,826)	174.76%	102.08%
	Town Attorney	**$ 71,991**	**$ 305,826**	**$ 175,000**	**$ (130,826)**	**174.76%**	
001-18-51-515-51200	Regular Salaries	$ 17,319	$ 104,936	$ 82,000	$ (22,936)	127.97%	NA
001-18-51-515-51400	Overtime	$ 1,224	$ 9,739	$ 1,500	$ (8,239)	649.24%	NA
001-18-51-515-52100	FICA Taxes	$ 1,439	$ 8,927	$ 6,388	$ (2,539)	139.75%	NA
001-18-51-515-52200	Retirement FRS	$ 1,746	$ 14,800	$ 11,331	$ (3,469)	130.61%	NA
001-18-51-515-52300	Health and Life Insurance	$ 51	$ 8,085	$ 9,319	$ 1,234	86.76%	NA
001-18-51-515-52400	Worker's Compensation	$ -	$ -	$ 134	$ 134	0.00%	NA
001-18-51-518-53100	Professional Service- Building Inspection Services	$ 5,100	$ 38,920	$ 65,000	$ 26,080	59.88%	NA
	Building Department	**$ 26,878**	**$ 185,406**	**$ 175,672**	**$ (9,734)**	**105.54%**	

Town of Loxahatchee
Budget to Actual
September 30, 2024

		September	YTD Through September 30	Budgeted	Balance	FY24 % Used Thru Sep 30	FY23 % Used Thru Sep 30
001-20-51-515-53400	Other Services- Planning Process	$ -	$ 919	$ 4,000	$ 3,081	22.97%	NA
001-20-51-515-53420	Comprehensive Plan	$ -	$ 30,256	$ 30,000	$ (256)	100.85%	58.17%
001-20-51-515-53450	Planning & Zoning Contract	$ 4,355	$ 97,921	$ 45,000	$ (52,921)	217.60%	143.20%
001-20-51-515-53451	Planner On Call	$ 1,000	$ 11,560	$ 10,000	$ (1,560)	115.60%	12.86%
001-20-51-515-53490	Cost Recovery Expenditures	$ 24,607	$ 269,081	$ 160,000	$ (109,081)	168.18%	130.42%
001-20-51-515-53492	Pre Application Meeting Costs	$ -	$ 1,944	$ -	$ (1,944)	NA	130.42%
001-20-51-515-54960	Legal Advertising	$ 3,176	$ 5,846	$ 9,500	$ 3,654	61.53%	0.00%
	Planning	**$ 33,139**	**$ 417,526**	**$ 258,500**	**$ (159,026)**	**161.52%**	
001-22-51-519-51200	Regular Salaries	$ 5,990	$ 111,268	$ 91,780	$ (19,488)	121.23%	NA
001-22-51-519-51400	Overtime	$ -	$ 3,834	$ -	$ (3,834)	NA	NA
001-22-51-519-52100	FICA Taxes	$ 456	$ 8,874	$ 7,021	$ (1,853)	126.39%	NA
001-22-51-519-52200	Retirement FRS	$ 768	$ 13,446	$ 15,398	$ 1,952	87.32%	NA
001-22-51-519-52300	Health and Life Insurance	$ (41)	$ 12,487	$ 15,060	$ 2,572	82.92%	NA
001-22-51-519-52400	Workers' Compensation	$ -	$ 5,757	$ 4,071	$ (1,686)	141.42%	NA
001-22-51-519-53100	Professional Services - Legal	$ 5,348	$ 61,438	$ 75,000	$ 13,562	81.92%	NA
001-22-51-519-53150	Special Magistrate	$ 1,365	$ 12,228	$ 25,000	$ 12,772	48.91%	521.50%
001-22-51-519-53400	Other Services - Code	$ -	$ 13,701	$ 3,000	$ (10,701)	456.69%	15.00%
001-22-51-519-53491	Code Compliance Costs	$ -	$ 3,213	$ -	$ (3,213)	NA	NA
001-22-51-519-54100	Legal Advertising	$ -	$ 1,695	$ 5,000	$ 3,305	33.89%	0.00%
001-22-51-519-55500	Education & Training	$ -	$ 1,375	$ 1,000	$ (375)	137.50%	NA
001-22-51-519-56400	Machinery and Equipment	$ -	$ 10,125	$ -	$ (10,125)	NA	NA
	Code Enforcement	**$ 13,886**	**$ 259,441**	**$ 242,330**	**$ (17,111)**	**107.06%**	

Town of Loxahatchee
Budget to Actual
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		September	YTD Through September 30	Budgeted	Balance	FY24 % Used Thru Sep 30	FY23 % Used Thru Sep 30
001-26-52-521-53410	Law Enforcement (PBSO)	$ -	$ 660,092	$ 661,000	$ 908	99.86%	99.98%
	Law Enforcement	**$ -**	**$ 660,092**	**$ 661,000**	**$ 908**	**99.86%**	
001-31-51-519-54103	Cellular Services, ADT, IP Phone,	$ 96	$ 7,208	$ 7,500	$ 292	96.11%	NA
001-31-51-519-54105	Website Costs	$ -	$ 34,350	$ 20,000	$ (14,350)	171.75%	NA
001-31-51-519-54107	Internet Service	$ -	$ 3,041	$ 12,000	$ 8,959	25.34%	NA
001-31-51-519-54109	Computer Services, Node (0), Office 365	$ 1,468	$ 24,214	$ 30,000	$ 5,786	80.71%	NA
001-31-51-519-54922	Computer Subscription Services	$ -	$ 52,265	$ 30,000	$ (22,265)	174.22%	NA
	Information Technology	**$ 1,563**	**$ 121,078**	**$ 99,500**	**$ (21,578)**	**121.69%**	
001-32-51-519-53400	Other Service- Janitorial and Maintenance	$ 125	$ 31,610	$ 20,000	$ (11,610)	158.05%	311.04%
001-32-51-519-54300	Utilities	$ 2,509	$ 8,966	$ 10,000	$ 1,034	89.66%	90.66%
001-32-51-519-54440	Rental and Leases - Equip, Storage, etc	$ (365)	$ 19,143	$ 13,000	$ (6,143)	147.25%	57.13%
001-32-51-519-54500	Insurance other than Workers' Compensation	$ -	$ 71,865	$ 90,000	$ 18,136	79.85%	58.42%
001-32-51-519-54600	Repair and Maintenance - Building	$ -	$ 9,922	$ 10,000	$ 78	99.22%	54.88%
	Non Departmental	**$ 2,269**	**$ 141,505**	**$ 143,000**	**$ 1,495**	**98.95%**	
001-78-51-519-58220	Loxahatchee Groves CERT	$ -	$ 1,488	$ 4,127	$ 2,639	36.05%	NA
001-90-58-581-59000	Transfer to Fund Balance	$ -	$ -	$ 61,328	$ 61,328	0.00%	25.86%
001-90-58-581-59305	Transfer to C.I.P Fund	$ -	$ 1,202,853	$ 1,202,853	$ -	100.00%	168.73%
001-90-58-581-59405	Transfer to Solid Waste Fund	$ -	$ 118,000	$ 118,000	$ -	100.00%	100.00%
	Transfers and Other	**$ -**	**$ 1,322,341**	**$ 1,386,308**	**$ 63,967**	**95.39%**	
Total Expenses		**$ 230,160**	**$ 4,464,053**	**$ 4,230,567**	**$ (233,486)**	**105.52%**	
Revenues and Fund Balance Less Expenditures			**$ 897,614**				
Less Restricted Revenue (Tree Mitigation)			**$ (746,865)**				
			$ 150,749				

Town of Loxahatchee
Budget to Actual
September 30, 2024

		September	YTD Through September 30	Budgeted	Balance	FY24 % Used Thru Sep 30	FY23 % Used Thru Sep 30
101 - Transporation Fund							
REVENUES							
101-01-31-312-34100	1st Local option Fuel Tax (6c)	$ 21,073	$ 263,548	$ 278,836	$ (15,288)	94.52%	100.58%
101-01-31-312-34200	2nd Local Option Fuel Tax(5c)	$ 9,674	$ 119,446	$ 127,550	$ (8,104)	93.65%	99.86%
Total Revenues		**$ 30,746**	**$ 382,994**	**$ 406,386**	**$ (23,392)**	**94.24%**	
EXPENSES							
101-40-58-581-59105	Transfer to Roads and Drainage	$ -	$ 263,548	$ 278,836	$ 15,288	94.52%	100.00%
101-40-58-581-59305	Transfer to C.I.P Fund	$ -	$ 119,446	$ 127,550	$ 8,104	93.65%	177.57%
Total Expenses		**$ -**	**$ 382,994**	**$ 406,386**	**$ 23,392**	**94.24%**	
Revenues Less Expenditures			**$ -**				
103 - Local Option Sales Tax (L.O.S.T) Fund							
REVENUES							
103-01-31-312-31260	Sales Tax Infrastructure	$ 21,286	$ 335,791	$ 334,000	$ 1,791	100.54%	124.24%
103-14-36-361-36110	Interest for FMIVT	$ 5,621	$ 50,452	$ -	$ 50,452	NA	NA
Total Revenues		**$ 26,907**	**$ 386,243**	**$ 334,000**	**$ 52,243**	**115.64%**	
EXPENSES							
103-40-58-581-59305	Transfer to C.I.P Fund	$ -	$ 334,000	$ 334,000	$ -	100.00%	251.81%
Total Expenses		**$ -**	**$ 334,000**	**$ 334,000**	**$ -**	**100.00%**	
Revenues Less Expenditures			**$ 52,243**				

Town of Loxahatchee
Budget to Actual
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		September	YTD Through September 30	Budgeted	Balance	FY24 % Used Thru Sep 30	FY23 % Used Thru Sep 30
105 - Water Control District							
REVENUES							
105-01-32-325-32510	Other Assessments	$ -	$ -	$ 30,000	$ (30,000)	0.00%	NA
105-01-32-325-32520	Road and Canal Maintenance Assessment	$ -	$ 1,561,755	$ 1,560,164	$ 1,591	100.10%	99.29%
105-01-32-325-32522	Discount Fees	$ -	$ (47,159)	$ (62,407)	$ 15,248	75.57%	63.79%
105-01-32-325-36990	Other Assessments - PBCSB	$ -	$ 2,558	$ 3,000	$ (442)	85.25%	0.00%
105-01-36-361-36110	Interest-Assessments	$ 2	$ 5,376	$ -	$ 5,376	NA	NA
105-01-36-364-36400	Sales - Equipment/Materials	$ -	$ 163,700	$ -	$ 163,700	NA	0.00%
105-01-36-369-36990	Miscellaneous Revenue	$ (485)	$ 764	$ 5,000	$ (4,236)	15.28%	140.57%
105-01-38-381-38100	Transfer from Fund Balance	$ -	$ 945,041	$ 945,041	$ -	100.00%	100.00%
105-01-38-381-38111	Contributions from Transportation Fund	$ -	$ 263,548	$ 278,836	$ (15,288)	94.52%	100.00%
105-01-38-384-38310	Issuance of Debt-Capital outlay lease	$ -	$ 239,346	$ -	$ 239,346	NA	NA
Total Revenues		**$ (483)**	**$ 3,134,930**	**$ 2,759,634**	**$ 375,295**	**113.60%**	
EXPENSES							
105-50-53-538-51200	Regular Salaries	$ 39,567	$ 492,652	$ 575,068	$ 82,416	85.67%	74.33%
105-50-53-538-51201	Salaries - Canal Bank Crew	$ 12,643	$ 134,741	$ 114,400	$ (20,341)	117.78%	NA
105-50-53-538-51400	Overtime	$ 1,959	$ 30,793	$ 18,500	$ (12,293)	166.45%	103.48%
105-50-53-538-51401	Overtime - Canal Bank Crew	$ 204	$ 3,063	$ -	$ (3,063)	NA	103.48%
105-50-53-538-51500	Special Pay	$ 308	$ 2,849	$ 6,000	$ 3,151	47.48%	73.12%
105-50-53-538-51501	Special Pay - Canal Restoration	$ -	$ 616	$ -	$ (616)	NA	73.12%
105-50-53-538-52100	FICA Taxes	$ 2,913	$ 38,497	$ 43,993	$ 5,496	87.51%	78.78%
105-50-53-538-52101	FICA Taxes and Medicare Canal Bank Crew	$ 954	$ 10,308	$ 8,751	$ (1,557)	117.79%	NA
105-50-53-538-52200	Retirement FRS	$ 6,725	$ 113,871	$ 134,192	$ 20,321	84.86%	84.81%
105-50-53-538-52201	Retirement FRS Canal Bank Crew	$ 1,641	$ 11,884	$ 19,193	$ 7,309	61.92%	NA
105-50-53-538-52300	Health and Life Insurance	$ (2,336)	$ 85,199	$ 58,925	$ (26,274)	144.59%	74.68%
105-50-53-538-52301	Health and Life Iinsurance Canal Bank Crew	$ (172)	$ 28,242	$ 12,604	$ (15,638)	224.07%	NA
105-50-53-538-52400	Worker's Compensation	$ -	$ 26,894	$ 27,792	$ 899	96.77%	323.86%
105-50-53-538-52401	Workers' Compensation Canal Bank Crew	$ -	$ 8,995	$ 8,995	$ -	100.00%	NA
105-50-53-538-53102	Professional Service - Drug Test	$ -	$ 1,156	$ 2,000	$ 844	57.80%	29.05%
105-50-53-538-53200	Accounting and Auditing	$ -	$ 23,750	$ 25,000	$ 1,250	95.00%	46.7

Town of Loxahatchee
Budget to Actual
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		September	YTD Through September 30	Budgeted	Balance	FY24 % Used Thru Sep 30	FY23 % Used Thru Sep 30
105-50-53-538-53400	Canal Bank Maintenance, non-Capital	$ 35	$ 73,482	$ 55,000	$ (18,482)	133.60%	72.74%
105-50-53-538-53480	Other Services - PBC Admin Fee	$ -	$ 16,244	$ 15,602	$ (642)	104.11%	-4.61%
105-50-53-538-54100	Communication Services	$ 2,701	$ 43,737	$ 24,000	$ (19,737)	182.24%	181.14%
105-50-53-538-54300	Utilities	$ 1,294	$ 15,408	$ 14,000	$ (1,408)	110.05%	69.15%
105-50-53-538-54440	Rental and Leases - Equip, Storage, etc	$ 1,132	$ 203,827	$ 303,000	$ 99,173	67.27%	42.70%
105-50-53-538-54500	Insurance other than Workers' Compensation	$ -	$ 66,823	$ 60,000	$ (6,823)	111.37%	79.02%
105-50-53-538-54600	Building Maintenance	$ -	$ 26	$ -	$ (26)	NA	NA
105-50-53-538-54680	Repair and Maintenance Svc -	$ 128	$ 2,642	$ 50,000	$ 47,358	5.28%	80.45%
105-50-53-538-54900	Other Current Charges	$ -	$ 83	$ -	$ (83)	NA	NA
105-50-53-538-54901	Indirect Cost Allocations	$ -	$ 172,500	$ 172,500	$ -	100.00%	100.00%
105-50-53-538-54910	Computer hardware & Software	$ 1,168	$ 20,069	$ 20,000	$ (69)	100.34%	205.60%
105-50-53-538-54980	Uniforms	$ 300	$ 11,627	$ 2,000	$ (9,627)	581.34%	113.77%
105-50-53-538-55100	Office Supplies	$ 396	$ 11,398	$ 1,000	$ (10,398)	1,139.81%	344.87%
105-50-53-538-55210	Fuel	$ 3,401	$ 45,553	$ 47,276	$ 1,723	96.36%	83.24%
105-50-53-538-55220	Lubricants	$ -	$ -	$ 4,000	$ 4,000	0.00%	9.20%
105-50-53-538-55400	Books, Publications, Subscriptions	$ (17)	$ 4,089	$ 2,000	$ (2,089)	204.43%	19.00%
105-50-53-538-55500	Education & Training	$ 2,067	$ 6,200	$ 2,000	$ (4,200)	310.01%	53.06%
105-50-53-538-56400	Machinery and Equipment	$ -	$ 84,242	$ 12,333	$ (71,909)	683.06%	NA
105-50-54-541-53400	Engineering	$ 24,758	$ 139,089	$ 40,000	$ (99,089)	347.72%	NA
105-50-54-541-54670	Traffic Control Signs	$ -	$ 21,193	$ 28,996	$ 7,803	73.09%	24.02%
105-50-54-541-54680	Repair and Maintenance - Machinery	$ 5,560	$ 89,673	$ 40,000	$ (49,673)	224.18%	200.44%
105-50-54-541-55200	Operating Supplies	$ 1,958	$ 23,352	$ 17,323	$ (6,029)	134.80%	58.26%
105-50-54-541-55300	Road Materials & Supplies	$ -	$ 15,009	$ 15,000	$ (9)	100.06%	113.60%
105-50-54-541-55310	Road Maintenance and Service	$ 28,419	$ 231,938	$ 287,500	$ 55,562	80.67%	94.98%
105-50-54-541-55500	Education & Training	$ -	$ 2,096	$ 1,000	$ (1,096)	209.59%	27.50%
105-50-54-541-56400	Capitalized Leases and Purchases of Equipment	$ -	$ 240,304	$ -	$ (240,304)	NA	27.50%
105-50-54-541-57301	Other Debt Service Costs	$ -	$ -	$ 5,000	$ 5,000	0.00%	0.00%
105-50-54-541-59305	Transfer to C.I.P Fund	$ -	$ 484,691	$ 484,691	$ -	100.00%	NA
Total Expenses		**$ 137,708**	**$ 3,038,804**	**$ 2,759,634**	**$ (279,170)**	**110.12%**	
Revenues and Fund Balance Less Expenditures			**$ 96,126**				

Town of Loxahatchee
Budget to Actual
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		September	YTD Through September 30	Budgeted	Balance	FY24 % Used Thru Sep 30	FY23 % Used Thru Sep 30
305 - Capital Improvement Project (C.I.P) Fund							
REVENUES							
305-01-32-334-33450	FEMA Reimbursements	$ -	$ -	$ 271,794	$ (271,794)	0.00%	NA
305-01-33-337-33700	Local Gov't Unit Grant - Physical Environment	$ -	$ -	$ 750,000	$ (750,000)	0.00%	NA
305-01-33-337-33701	State of Florida Resiliency Grant	$ -	$ -	$ 350,000	$ (350,000)	0.00%	NA
305-01-36-366-36991	Contributions & Donations - Private Sources	$ -	$ 63,600	$ 250,000	$ (186,400)	25.44%	NA
305-01-38-381-38100	Transfer from Fund Balance	$ -	$ 664,549	$ 664,549	$ -	100.00%	NA
305-01-38-381-38105	Transfer From Road and Drainage Fund	$ -	$ 484,691	$ 484,691	$ -	100.00%	NA
305-01-38-381-38110	Contribution from General Fund	$ -	$ 1,202,853	$ 1,202,853	$ -	100.00%	314.39%
305-01-38-381-38111	Contributions from Transportation Fund	$ -	$ 119,446	$ 127,550	$ (8,104)	93.65%	177.57%
305-01-38-381-38112	Contributions From Surtax Fund	$ -	$ 334,000	$ 334,000	$ -	100.00%	251.81%
Total Revenues		**$ -**	**$ 2,869,139**	**$ 4,435,437**	**$ (1,566,298)**	**64.69%**	
EXPENSES							
305-60-53-538-56334	Swales, Catch Basin, and Other Control Structures	$ -	$ 5,395	$ -	$ (5,395)	NA	251.81%
305-60-53-538-56336	11th Terrace and D Road Bridge Culvert	$ -	$ 128,494	$ 126,000	$ (2,494)	101.98%	NA
305-60-53-538-56337	Restoration of Canal Banks	$ 2,131	$ 18,263	$ 205,794	$ 187,531	8.87%	NA
305-60-53-538-56338	Emergency Bank Stabilzation of Collecting Canal	$ -	$ 191,970	$ 198,000	$ 6,030	96.95%	NA
305-60-53-538-56348	B Road Culvert, FEMA, Funded Temp from Misc Cu	$ -	$ 134,910	$ 125,700	$ (9,210)	107.33%	NA
305-60-53-538-56349	24th and E Culvert Repair, FEMA, Funded From 11	$ -	$ 110,830	$ 126,000	$ 15,170	87.96%	NA
305-60-53-538-56350	12th Pl. N. and F Rd Culvert Replacement	$ -	$ 2,899	$ 40,000	$ 37,101	7.25%	NA
305-60-53-538-56351	F Rd. & Collecting Canal	$ 3,832	$ 8,731	$ 436,300	$ 427,570	2.00%	NA
305-60-53-538-56352	24th and F Rd.	$ -	$ 2,461	$ 136,700	$ 134,239	1.80%	NA
305-60-53-538-56353	12th Place North	$ -	$ 1,126	$ 140,000	$ 138,874	0.80%	NA
305-60-54-541-56101	West C (Gruber to Forest Lane)	$ -	$ -	$ 77,673	$ 77,673	0.00%	0.00%
305-60-54-541-56102	West D (Southern to Collecting Canal)	$ -	$ -	$ 89,865	$ 89,865	0.00%	0.00%
305-60-54-541-56103	Global Trail	$ -	$ -	$ 107,064	$ 107,064	0.00%	0.00%
305-60-54-541-56104	Kerry Lane	$ -	$ -	$ 79,563	$ 79,563	0.00%	NA
305-60-54-541-56105	24th Fourth (E & W of F Road)	$ -	$ -	$ 171,581	$ 171,581	0.00%	NA
305-60-54-541-56106	161st Terrace North	$ -	$ 21,449	$ 473,965	$ 452,516	4.53%	NA
305-60-54-541-56107	Gruber	$ -	$ -	$ 120,133	$ 120,133	0.00%	NA

Town of Loxahatchee
Budget to Actual
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		September	YTD Through September 30	Budgeted	Balance	FY24 % Used Thru Sep 30	FY23 % Used Thru Sep 30
305-60-54-541-56108	E Citrus	$ 600	$ 600	$ 132,037	$ 131,437	0.45%	NA
305-60-54-541-56109	147th	$ 8,246	$ 8,246	$ 26,594	$ 18,348	31.01%	NA
305-60-54-541-56110	B North and North Paving	$ -	$ -	$ 230,641	$ 230,641	0.00%	NA
305-60-54-541-56111	Casey Road Paving	$ -	$ -	$ 187,878	$ 187,878	0.00%	NA
305-60-54-541-56146	145th Avenue Paving Project	$ 2,520	$ 28,890	$ -	$ (28,890)	NA	NA
305-60-54-541-56154	161st and A Rd Bridge Culvert	$ -	$ 112,050	$ 108,000	$ (4,050)	103.75%	0.00%
305-60-54-541-56156	C Road and Collecting Canal Equestrian Br. Culver	$ -	$ 2,250	$ -	$ (2,250)	NA	0.00%
305-60-54-541-56303	160th Ave N Road Paving	$ -	$ 171	$ -	$ (171)	NA	109.00%
305-60-54-541-56305	E North To SN Road Paving	$ -	$ 158,502	$ 154,885	$ (3,617)	102.34%	17.61%
305-60-54-541-56307	West G Road Paving	$ -	$ 79,452	$ 97,500	$ 18,048	81.49%	2.50%
305-60-54-541-56309	E S Okeechobee to CC Road Paving	$ -	$ 715	$ -	$ (715)	NA	103.65%
305-60-54-541-56311	Folsom Road Paving	$ -	$ 30,468	$ 40,014	$ 9,546	76.14%	33.31%
305-60-54-541-56313	Collecting Canal Multiyear	$ -	$ 5,180	$ -	$ (5,180)	NA	100.23%
305-60-54-541-56315	South E and Citrus	$ -	$ -	$ 35,000	$ 35,000	0.00%	78.56%
305-60-54-541-56316	West C (Gruber to Forest Lane)	$ -	$ -	$ 21,000	$ 21,000	0.00%	NA
305-60-54-541-56317	West D (Southern to Collecting Canal)	$ -	$ -	$ 21,000	$ 21,000	0.00%	NA
305-60-54-541-56318	E S to Southern	$ -	$ -	$ 28,000	$ 28,000	0.00%	NA
305-60-54-541-56319	Kerry Lane	$ -	$ -	$ 10,500	$ 10,500	0.00%	NA
305-60-54-541-56321	24th Fourth (E & W of F Road)	$ -	$ 2,638	$ 21,000	$ 18,362	12.56%	NA
305-60-54-541-56322	Tangerine	$ -	$ -	$ 35,000	$ 35,000	0.00%	NA
305-60-54-541-56323	E Citrus	$ -	$ 27,687	$ 35,000	$ 7,313	79.11%	NA
305-60-54-541-56324	147th	$ -	$ 852	$ 8,500	$ 7,648	10.02%	NA
305-60-54-541-56325	161st Terrace North	$ 4,048	$ 73,451	$ 105,000	$ 31,549	69.95%	NA
305-60-54-541-56326	Casey Road	$ -	$ 29,796	$ 25,000	$ (4,796)	119.18%	NA
305-60-54-541-56327	Gruber	$ -	$ 27,174	$ 35,000	$ 7,826	77.64%	NA
305-60-54-541-56328	B North	$ -	$ -	$ 23,550	$ 23,550	0.00%	NA
305-60-54-541-56329	West 25th	$ -	$ 25,844	$ 50,000	$ 24,156	51.69%	NA
305-60-54-541-56541	Resiliency Grant Expenditures	$ 30,797	$ 318,804	$ 350,000	$ 31,196	91.09%	NA
Total Expenses		**$ 52,175**	**$ 1,559,296**	**$ 4,435,437**	**$ 2,876,141**	**35.16%**	
Revenues and Fund Balance Less Expenditures			**$ 1,309,843**				

Town of Loxahatchee
Budget to Actual
September 30, 2024

		September	YTD Through September 30	Budgeted	Balance	FY24 % Used Thru Sep 30	FY23 % Used Thru Sep 30
405 - Solid Waste							
REVENUES							
405-01-32-325-32520	Solid Waste Assessments	$ -	$ 604,260	$ 604,400	$ (140)	99.98%	99.85%
405-01-32-325-32522	Discount Fees	$ -	$ (19,480)	$ (24,176)	$ 4,696	80.58%	63.60%
405-01-34-343-34300	SWA Recycling Income	$ -	$ -	$ 500	$ (500)	0.00%	0.00%
405-01-36-361-36110	Interest	$ -	$ 1,989	$ 500	$ 1,489	397.86%	207.97%
405-01-38-381-38110	Contribution from General Fund	$ -	$ 118,000	$ 118,000	$ -	100.00%	100.00%
Total Revenues		**$ -**	**$ 704,768**	**$ 699,224**	**$ 5,544**	**100.79%**	
EXPENSES							
405-70-53-534-53409	Other Sanitation Service	$ -	$ 18,935	$ 10,000	$ (8,935)	189.35%	42.72%
405-70-53-534-53440	Solid Waste Contract	$ -	$ 676,802	$ 682,804	$ 6,002	99.12%	102.75%
405-70-53-534-53480	PBC Admin Fee 1%	$ -	$ 5,857	$ 6,044	$ 187	96.91%	-16.51%
405-70-58-581-59000	Transfer to Fund Balance	$ -	$ -	$ 376	$ 376	0.00%	0.00%
Total Expenses		**$ -**	**$ 701,594**	**$ 699,224**	**$ (2,370)**	**100.34%**	
Revenues Less Expenditures			**$ 3,174**				

Town of Loxahatchee
Budget to Actual
December 31, 2024

		December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
001 - General Fund							
REVENUES							
001-01-31-311-31000	Ad Valorem Taxes	$1,008,447	$1,227,965	$1,727,000	$499,035	71.10%	73.95%
001-01-31-314-31410	Electric Utility Tax	$33,720	$76,272	$430,000	$353,728	17.74%	22.51%
001-01-31-314-31480	Utility Service Tax- Propane	$9,191	$10,520	$16,000	$5,480	65.75%	55.70%
001-01-31-315-31500	Communication Services	$8,594	$16,768	$95,000	$78,232	17.65%	16.25%
001-01-31-316-31600	Local Business Tax	$3,603	$89,947	$100,000	$10,053	89.95%	54.86%
001-01-32-323-32310	FPL Franchise Fee	$32,471	$68,259	$330,000	$261,741	20.68%	11.12%
001-01-32-323-32330	PBC Water Utility Franchise	$1,759	$3,568	$31,000	$27,432	11.51%	31.46%
001-01-32-323-32360	PBC Sewer Utility Franchise	$1,201	$2,383	$13,000	$10,617	18.33%	NA
001-01-32-323-32370	Solid Waste Franchise	$37,370	$40,754	$225,000	$184,246	18.11%	19.68%
001-01-32-323-32390	Hauler's Franchise Fee	$0	$1,205	$10,000	$8,795	12.05%	43.21%
001-01-32-329-32900	Building Permits	$10,624	$34,881	$330,000	$295,119	10.57%	11.24%
001-01-32-329-32901	Other Permits	$0	($250)	$0	$250	NA	0.00%
001-01-32-329-32902	RV Registrations	$0	$750	$20,000	$19,250	3.75%	NA
001-01-32-329-32903	Floodplain Development Application	$1,500	$4,250	$12,000	$7,750	35.42%	NA
001-01-32-329-32905	Alarm Registration	$525	$525	$5,000	$4,475	10.50%	NA
001-01-32-329-32906	Right of Way Permit	$2,200	$2,900	$1,000	($1,900)	290.00%	NA
001-01-32-341-34135	Administrative Charge Dependent District	$0	$0	$172,500	$172,500	0.00%	0.00%
001-01-33-335-35120	Municipal Revenue Sharing	$6,644	$13,553	$84,700	$71,147	16.00%	16.48%
001-01-33-335-35150	Alcoholic Beverage License Tax	$0	$0	$6,000	$6,000	0.00%	0.00%
001-01-33-335-35180	Half Cent Sales Tax	$25,102	$49,685	$334,600	$284,915	14.85%	16.58%
001-01-33-338-33800	SHARED REVENUE FROM OTHER LOCAL	$360	$941	$0	($941)	NA	NA
001-01-34-341-34000	General Government Charges	$1,150	$2,902	$9,000	$6,098	32.24%	15.64%

Town of Loxahatchee
Budget to Actual
December 31, 2024

		December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
001-01-34-341-34100	Credit Card Surcharge	$0	$0	$10,000	$10,000	0.00%	NA
001-01-34-341-34180	Planning and Zoning Fees	$1,250	$5,300	$55,000	$49,700	9.64%	NA
001-01-34-341-34190	Cost Recovery Fees	$31,340	$64,023	$223,000	$158,977	28.71%	37.17%
001-01-34-341-34195	Cost Recovery Admin Fee	$340	$2,197	$0	($2,197)	NA	NA
001-01-35-351-35150	Court Fines	$629	$1,743	$5,000	$3,257	34.86%	NA
001-01-35-354-35400	Code Enforcement Fines	$234	$468	$11,000	$10,532	4.26%	2.34%
001-01-36-361-36110	Interest	$4,703	$17,516	$59,000	$41,484	29.69%	50.72%
001-01-36-366-36692	FMIT Safety Grant	$5,000	$5,000	$0	($5,000)	NA	NA
001-01-36-369-36990	Other Miscellaneous Revenue	$683	$1,696	$1,000	($696)	169.60%	-0.05%
001-14-36-361-36110	Interest for FMIVT	$659	$1,322	$0	($1,322)	NA	NA
Total Revenues		**$1,229,300**	**$1,747,043**	**$4,315,800**	**$2,568,757**	**40.48%**	

Town of Loxahatchee
Budget to Actual
December 31, 2024

		December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
EXPENSES							
001-10-51-511-51200	Regular Salaries	$3,750	$11,250	$45,000	$33,750	25.00%	25.00%
001-10-51-511-52100	FICA Taxes	$291	$880	$3,500	$2,620	25.15%	25.22%
001-10-51-511-53100	Lobbying Services	$5,417	$10,833	$75,000	$64,167	14.44%	23.21%
001-10-51-511-54000	Travel	$0	$576	$5,000	$4,424	11.52%	7.40%
001-10-51-511-55400	Books, Publications, Subscriptions	$26	$4,142	$5,000	$858	82.84%	56.24%
001-10-51-511-55500	Education & Training	$0	$650	$3,000	$2,350	21.67%	0.00%
001-10-51-511-58200	Special Events/ Contributions	$655	$7,151	$10,000	$2,849	71.51%	98.12%
	Town Council	**$10,139**	**$35,483**	**$146,500**	**$111,017**	**24.22%**	

Town of Loxahatchee
Budget to Actual
December 31, 2024

		December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
001-12-51-512-51200	Regular Salaries	$44,309	$155,470	$634,360	$478,890	24.51%	22.13%
001-12-51-512-51400	Overtime	$662	$2,783	$5,000	$2,217	55.67%	17.23%
001-12-51-512-52100	FICA Taxes	$3,331	$11,674	$48,528	$36,854	24.06%	21.87%
001-12-51-512-52200	Retirement FRS	$8,475	$29,950	$115,680	$85,730	25.89%	12.64%
001-12-51-512-52300	Health and Life Insurance	($461)	$10,152	$63,119	$52,967	16.08%	21.17%
001-12-51-512-52400	Worker's Compensation	$0	$1,219	$1,700	$481	71.71%	141.40%
001-12-51-512-53400	Other Services	$0	$805	$3,000	$2,195	26.85%	92.04%
001-12-51-512-54000	Travel	$3,470	$4,733	$5,000	$267	94.65%	13.82%
001-12-51-512-54200	Postage and Freight	$0	$3,203	$4,000	$797	80.06%	0.00%
001-12-51-512-54900	Other Operating Expenses (Misc.-Recording Fees)	$47	$625	$8,000	$7,375	7.81%	11.19%
001-12-51-512-54930	Election Expense	$0	$180	$20,000	$19,820	0.90%	5.75%
001-12-51-512-54960	Legal Advertising	$277	$2,347	$6,000	$3,653	39.12%	38.39%
001-12-51-512-55100	Office Supplies	$3,280	$7,070	$10,000	$2,930	70.70%	26.05%
001-12-51-512-55400	Books, Publications, Subscriptions	$99	$690	$6,000	$5,310	11.50%	96.27%
001-12-51-512-55500	Education & Training	$875	$1,356	$5,000	$3,644	27.13%	4.18%
	Town Administrator	**$64,363**	**$232,257**	**$935,387**	**$703,130**	**24.83%**	

Town of Loxahatchee
Budget to Actual
December 31, 2024

		December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
001-14-51-513-53110	Payroll Fees	$393	$1,965	$9,000	$7,035	21.83%	23.14%
001-14-51-513-53200	Accounting and Auditing	$16,667	$25,000	$125,000	$100,000	20.00%	30.87%
001-14-51-513-53300	Compliance Auditing	$0	$1,700	$25,000	$23,300	6.80%	12.00%
001-14-51-513-54910	Bank and Merchant Account Charges	$992	$4,386	$10,000	$5,614	43.86%	41.21%
	Finance	**$18,051**	**$33,051**	**$169,000**	**$135,949**	**19.56%**	

Town of Loxahatchee
Budget to Actual
December 31, 2024

		December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
001-16-51-514-53100	Legal Fees	$35,025	$74,940	$193,000	$118,060	38.83%	20.14%
	Town Attorney	**$35,025**	**$74,940**	**$193,000**	**$118,060**	**38.83%**	

Town of Loxahatchee
Budget to Actual
December 31, 2024

		December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
001-18-51-515-51200	Regular Salaries	$13,508	$56,523	$171,000	$114,477	33.05%	10.24%
001-18-51-515-51400	Overtime	$1,054	$4,539	$0	($4,539)	NA	32.95%
001-18-51-515-52100	FICA Taxes	$1,111	$4,667	$13,000	$8,333	35.90%	11.44%
001-18-51-515-52200	Retirement FRS	$1,334	$6,254	$24,000	$17,746	26.06%	-2.34%
001-18-51-515-52300	Health and Life Insurance	$59	$4,236	$25,000	$20,764	16.95%	0.00%
001-18-51-515-52400	Worker's Compensation	$0	$3,901	$4,000	$99	97.52%	0.00%
001-18-51-515-53100	Building and Zoning Professional Service	$0	$0	$90,000	$90,000	0.00%	NA
001-18-51-515-54000	Travel	$0	$0	$5,000	$5,000	0.00%	NA
001-18-51-515-54181	Building Permit Zoning Review	$0	$0	$20,000	$20,000	0.00%	NA
001-18-51-515-54920	Computer Services	$0	$0	$10,000	$10,000	0.00%	NA
001-18-51-515-55200	Building Office Supplies	$7,165	$7,165	$5,000	($2,165)	143.29%	NA
001-18-51-515-55400	Books, Publications, Subscriptions	$0	$125	$3,000	$2,875	4.17%	NA
001-18-51-515-55500	Education and Training	$0	$0	$3,000	$3,000	0.00%	NA
001-18-51-518-53100	Professional Service- Building Inspection Services	$2,911	$2,911	$0	($2,911)	NA	6.65%
	Building Department	**$27,142**	**$90,319**	**$373,000**	**$282,681**	**24.21%**	

Town of Loxahatchee
Budget to Actual
December 31, 2024

		December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
001-20-51-515-53400	Other Services- Planning Process	$1,438	$1,438	$0	($1,438)	NA	22.97%
001-20-51-515-53420	Comprehensive Plan	$0	$0	$30,000	$30,000	0.00%	25.33%
001-20-51-515-53450	Planning & Zoning Contract	$4,863	$17,056	$60,000	$42,944	28.43%	36.22%
001-20-51-515-53451	Planner On Call	$2,000	$3,000	$25,000	$22,000	12.00%	30.00%
001-20-51-515-53490	Cost Recovery Expenditures	$17,106	$51,646	$212,000	$160,354	24.36%	30.78%
001-20-51-515-53492	Pre Application Meeting Costs	$1,010	$1,185	$0	($1,185)	NA	NA
001-20-51-515-54960	Legal Advertising	$0	$0	$9,500	$9,500	0.00%	14.26%
	Planning	**$26,416**	**$74,324**	**$336,500**	**$262,176**	**22.09%**	

Town of Loxahatchee
Budget to Actual
December 31, 2024

		December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
001-22-51-511-54100	Legal Advertising	$0	$0	$5,000	$5,000	0.00%	NA
001-22-51-519-51200	Regular Salaries	$6,281	$14,914	$112,000	$97,086	13.32%	23.40%
001-22-51-519-51400	Overtime	$197	$197	$0	($197)	NA	NA
001-22-51-519-52100	FICA Taxes	$513	$1,286	$9,000	$7,714	14.29%	25.21%
001-22-51-519-52200	Retirement FRS	$439	$1,809	$12,000	$10,191	15.07%	8.45%
001-22-51-519-52300	Health and Life Insurance	$229	$567	$0	($567)	NA	10.63%
001-22-51-519-52400	Workers' Compensation	$0	$7,399	$6,500	($899)	113.82%	141.42%
001-22-51-519-53100	Professional Services - Legal	$2,759	$11,619	$33,120	$21,501	35.08%	22.50%
001-22-51-519-53101	Expert Witnesses	$0	$0	$7,300	$7,300	0.00%	NA
001-22-51-519-53150	Special Magistrate	$811	$811	$25,000	$24,189	3.24%	7.75%
001-22-51-519-53400	Other Services - Code	$0	$0	$3,000	$3,000	0.00%	250.59%
001-22-51-519-53491	Code Compliance Costs	$900	$900	$0	($900)	NA	NA
001-22-51-519-54680	Vehicle Maintenance	$0	$0	$500	$500	0.00%	NA
001-22-51-519-55210	Fuel	$0	$0	$2,500	$2,500	0.00%	NA
001-22-51-519-55500	Education & Training	$0	$0	$1,000	$1,000	0.00%	0.00%
001-24-51-524-55000	Education and Training	$0	$360	$0	($360)	NA	NA
	Code Enforcement	**$12,131**	**$39,861**	**$216,920**	**$177,059**	**18.38%**	

Town of Loxahatchee
Budget to Actual
December 31, 2024

		December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
001-26-52-521-53410	Law Enforcement (PBSO)	$55,558	$222,231	$668,000	$445,769	33.27%	33.29%
	Law Enforcement	**$55,558**	**$222,231**	**$668,000**	**$445,769**	**33.27%**	

Town of Loxahatchee
Budget to Actual
December 31, 2024

		December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
001-31-51-519-54103	Cellular Services, ADT, IP Phone,	$0	$495	$7,500	$7,005	6.60%	22.33%
001-31-51-519-54105	Website Costs	$4,000	$9,900	$20,000	$10,100	49.50%	63.35%
001-31-51-519-54107	Internet Service	$0	$0	$12,000	$12,000	0.00%	25.34%
001-31-51-519-54109	Computer Services, Node (0), Office 365	$5,070	$8,773	$30,000	$21,227	29.24%	23.32%
001-31-51-519-54922	Computer Subscription Services	$9,127	$23,227	$45,000	$21,773	51.62%	59.34%
	Information Technology	**$18,198**	**$42,396**	**$114,500**	**$72,104**	**37.03%**	

Town of Loxahatchee
Budget to Actual
December 31, 2024

		December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
001-32-51-519-53400	Other Service- Janitorial and Maintenance	$2,235	$6,695	$20,000	$13,305	33.48%	47.55%
001-32-51-519-54300	Utilities	$499	$1,392	$11,000	$9,608	12.65%	17.42%
001-32-51-519-54440	Rental and Leases - Equip, Storage, etc	$1,226	$4,252	$13,000	$8,748	32.71%	44.42%
001-32-51-519-54500	Insurance other than Workers' Compensation	$1,633	$91,842	$84,500	($7,342)	108.69%	79.57%
001-32-51-519-54600	Repair and Maintenance - Building	$90	$1,548	$10,000	$8,452	15.48%	7.91%
		$5,683	**$105,728**	**$138,500**	**$32,772**	**76.34%**	

Town of Loxahatchee
Budget to Actual
December 31, 2024

		December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
001-90-58-581-59104	Transfer to Roads and Drainage	$0	$198,498	$595,493	$396,995	33.33%	NA
001-90-58-581-59305	Transfer to C.I.P Fund	$0	$143,000	$429,000	$286,000	33.33%	0.00%
		$0	**$341,498**	**$1,024,493**	**$682,995**	**33.33%**	
Total Expenditures			**$1,292,089**	**$4,315,800**			
Revenues Less Expenditures			**$454,954**				

Town of Loxahatchee
Budget to Actual
December 31, 2024

		December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
101 - Transportation Fund							
Revenues							
101-01-31-312-34100	1st Local option Fuel Tax (6c)	$22,384	$42,851	$268,000	$225,149	15.99%	17.19%
101-01-31-312-34200	2nd Local Option Fuel Tax(5c)	$10,282	$19,211	$128,000	$108,789	15.01%	17.06%
101-01-36-361-36110	Interest	$0	$0	$4,000	$4,000	0.00%	NA
Total Revenues		**$32,667**	**$62,062**	**$400,000**	**$337,938**	**15.52%**	
101-40-58-581-59105	Transfer to Roads and Drainage	$0	$89,333	$268,000	$178,667	33.33%	0.00%
101-40-58-581-59305	Transfer to C.I.P Fund	$0	$44,000	$132,000	$88,000	33.33%	0.00%
Total Expenditurees		**$0**	**$133,333**	**$400,000**	**$266,667**	**33.33%**	
Revenues Less Expenditures			**($71,271)**				

Town of Loxahatchee
Budget to Actual
December 31, 2024

		December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
103 - Local Option Sales Tax (L.O.S.T) Fund							
Revenues							
103-01-31-312-31260	Sales Tax Infrastructure	$22,124	$57,355	$329,800	$272,445	17.39%	16.74%
103-01-31-381-38100	Transfer from Fund Balance	$0	$0	$47,000	$47,000	0.00%	NA
103-01-36-361-36110	Interest	$0	$0	$6,500	$6,500	0.00%	NA
103-14-36-361-36110	Interest for FMIVT	$3,890	$7,797	$0	($7,797)	NA	NA
Total Revenues		**$26,014**	**$65,152**	**$383,300**	**$318,148**	**17.00%**	
Expenditures							
103-40-58-581-59305	Transfer to C.I.P Fund	$0	$127,767	$383,300	$255,533	33.33%	0.00%
Total Expenditures		**$0**	**$127,767**	**$383,300**	**$255,533**	**33.33%**	

Town of Loxahatchee
Budget to Actual
December 31, 2024

		December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
105 - Water Control District							
Revenues							
105-01-32-325-32510	Other Assessments	$0	$0	$30,000	$30,000	0.00%	0.00%
105-01-32-325-32520	Road and Canal Maintenance Assessment	$810,645	$1,045,063	$1,560,164	$515,101	66.98%	69.73%
105-01-32-325-32522	Discount Fees	($32,140)	($41,885)	($62,407)	($20,522)	67.12%	67.18%
105-01-32-325-36990	Other Assessments - PBCSB	$2,558	$2,558	$3,000	$442	85.25%	0.00%
105-01-36-361-36110	Interest-Assessments	$0	$3	$2,000	$1,997	0.16%	NA
105-01-36-361-36111	Interest (SBA)	$0	$0	$16,250	$16,250	0.00%	NA
105-01-36-369-36990	Miscellaneous Revenue	$0	$0	$20,000	$20,000	0.00%	12.59%
105-01-38-381-38000	Transfer From General Fund	$0	$198,498	$595,493	$396,995	33.33%	NA
105-01-38-381-38111	Contributions from Transportation Fund	$0	$89,333	$268,000	$178,667	33.33%	0.00%
Total Revenues		**$781,063**	**$1,293,570**	**$2,432,500**	**$1,138,930**	**53.18%**	
Expenditures							
105-50-53-538-51200	Regular Salaries	$41,449	$162,009	$547,500	$385,491	29.59%	24.94%
105-50-53-538-51201	Salaries - Canal Bank Crew	$8,365	$30,080	$170,000	$139,920	17.69%	0.00%
105-50-53-538-51400	Overtime	$1,369	$2,589	$15,000	$12,411	17.26%	39.05%
105-50-53-538-51401	Overtime - Canal Bank Crew	$65	$257	$10,000	$9,743	2.57%	NA
105-50-53-538-51500	Special Pay	$308	$770	$4,000	$3,230	19.25%	15.40%
105-50-53-538-51501	Special Pay - Canal Restoration	$0	$0	$2,000	$2,000	0.00%	NA
105-50-53-538-52100	FICA Taxes	$3,047	$11,685	$45,000	$33,315	25.97%	25.91%
105-50-53-538-52101	FICA Taxes and Medicare Canal Bank Crew	$638	$2,579	$13,000	$10,421	19.84%	0.00%
105-50-53-538-52200	Retirement FRS	$7,126	$31,326	$95,000	$63,674	32.97%	10.48%
105-50-53-538-52201	Retirement FRS Canal Bank Crew	$1,149	$4,751	$23,000	$18,249	20.65%	0.00%
105-50-53-538-52300	Health and Life Insurance	($1,516)	$20,336	$93,000	$72,664	21.87%	35.96%
105-50-53-538-52301	Health and Life Iinsurance Canal Bank Crew	$11	$7,275	$37,000	$29,725	19.66%	0.00%
105-50-53-538-52400	Worker's Compensation	$0	$31,206	$31,000	($206)	100.67%	141.42%
105-50-53-538-52401	Workers' Compensation Canal Bank Crew	$0	$9,264	$9,000	($264)	102.94%	0.00%
105-50-53-538-53102	Professional Service - Drug Test	$44	$68	$2,000	$1,932	3.40%	26.50%
105-50-53-538-53200	Accounting and Auditing	$0	$1,700	$25,000	$23,300	6.80%	12.00%
105-50-53-538-53400	Canal Bank Maintenance, non-Capital	$3,263	$15,661	$60,000	$44,339	26.10%	48.1

Town of Loxahatchee
Budget to Actual
December 31, 2024

		December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
105-50-53-538-53480	Other Services - PBC Admin Fee	$7,785	$10,032	$16,000	$5,968	62.70%	77.25%
105-50-53-538-54100	Communication Services	$7,208	$16,570	$25,000	$8,430	66.28%	36.75%
105-50-53-538-54300	Utilities	$443	$1,544	$21,000	$19,456	7.35%	10.81%
105-50-53-538-54440	Rental and Leases - Equip, Storage, etc	$55,622	$59,058	$235,000	$175,942	25.13%	30.30%
105-50-53-538-54500	Insurance other than Workers' Compensation	$1,633	$60,842	$58,500	($2,342)	104.00%	110.96%
105-50-53-538-54680	Repair and Maintenance Svc -	$0	$0	$94,000	$94,000	0.00%	1.98%
105-50-53-538-54901	Indirect Cost Allocations	$0	$0	$172,500	$172,500	0.00%	0.00%
105-50-53-538-54910	Computer hardware & Software	($37)	$4,226	$30,000	$25,774	14.09%	0.50%
105-50-53-538-54980	Uniforms	$509	$2,253	$10,000	$7,747	22.53%	0.00%
105-50-53-538-55100	Office Supplies	$196	$535	$2,000	$1,465	26.77%	353.60%
105-50-53-538-55210	Fuel	$1,693	$7,018	$50,000	$42,982	14.04%	19.18%
105-50-53-538-55400	Books, Publications, Subscriptions	$380	$1,616	$6,000	$4,384	26.93%	68.58%
105-50-53-538-55500	Education & Training	$0	$3,066	$16,000	$12,934	19.16%	-16.96%
105-50-53-538-56400	Machinery and Equipment	$5,277	$7,189	$0	($7,189)	NA	0.00%
105-50-53-538-57101	Principal	$0	$74,768	$0	($74,768)	NA	NA
105-50-53-538-57201	Interest Expense	$0	$4,347	$0	($4,347)	NA	NA
105-50-54-541-53400	Engineering	$7,151	$13,474	$50,000	$36,526	26.95%	34.42%
105-50-54-541-54670	Traffic Control Signs	$0	$2,926	$70,000	$67,074	4.18%	0.00%
105-50-54-541-54680	Repair and Maintenance - Machinery	$12,385	$27,908	$0	($27,908)	NA	68.19%
105-50-54-541-55200	Operating Supplies	$1,647	$6,756	$25,000	$18,245	27.02%	29.43%
105-50-54-541-55300	Road Materials & Supplies	$5	$148	$25,000	$24,852	0.59%	37.06%
105-50-54-541-55310	Road Maintenance and Service	$45,229	$53,792	$225,000	$171,208	23.91%	20.45%
105-50-54-541-55500	Education & Training	$2,215	$5,992	$0	($5,992)	NA	0.00%
105-50-54-541-57301	Other Debt Service Costs	$0	$0	$5,000	$5,000	0.00%	0.00%
105-50-54-541-59001	Transfer to CIP	$0	$38,333	$115,000	$76,667	33.33%	NA
Total Expenditures		**$214,658**	**$733,947**	**$2,432,500**	**$1,698,553**	**30.17%**	
Revenues Less Expendiures			**$559,623**				

Town of Loxahatchee
Budget to Actual
December 31, 2024

		December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
305 - Capital Improvement Project (C.I.P) Fund							
Revenues							
305-01-32-334-33450	FEMA Reimbursements, Prior Year	$0	$0	$271,794	$271,794	0.00%	0.00%
305-01-33-337-33700	Local Gov't Unit Grant - FY24	$0	$0	$750,000	$750,000	0.00%	0.00%
305-01-33-337-33702	Local Gov't Unit Grant - FY25	$0	$0	$750,000	$750,000	0.00%	NA
305-01-33-337-33701	State of Florida Resiliency Grant	$0	$0	$350,000	$350,000	0.00%	0.00%
305-01-38-381-38100	Transfer from Fund Balance	$0	$36	$420,000	$419,964	0.01%	0.00%
	Carryforward from FY2034	$0	$273,767	$821,302	$547,535	33.33%	#N/A
305-01-38-381-38110	Contribution from General Fund	$0	$143,000	$429,000	$286,000	33.33%	0.00%
305-01-38-381-38111	Contributions from Transportation Fund	$0	$44,000	$132,000	$88,000	33.33%	0.00%
305-01-38-381-38112	Contributions From Surtax Fund	$0	$127,767	$383,300	$255,533	33.33%	0.00%
305-01-38-381-38113	Contributions from Road and Drainage	$0	$38,333	$115,000	$76,667	33.33%	NA
Total Revenues		**$0**	**$626,903**	**$4,422,396**	**$3,795,493**	**14.18%**	
Expenditures							
305-60-53-538-56334	Swales, Catch Basin, and Other Control Structures	$0	$907	$350,000	$349,093	0.26%	NA
305-60-53-538-56337	Restoration of Canal Banks	$0	$6,048	$387,531	$381,483	1.56%	0.00%
305-60-53-538-56339	South E and Citrus Drainage w/o Tree Removal	$0	$0	$25,000	$25,000	0.00%	NA
305-60-53-538-56340	Tangerine and Citrus Drainage w/o Tree Removal	$0	$0	$25,000	$25,000	0.00%	NA
305-60-53-538-56351	F Rd. & Collecting Canal	$500	$1,770	$447,570	$445,801	0.40%	0.00%
305-60-53-538-56352	24th and F Rd.	$0	$0	$145,239	$145,239	0.00%	0.00%
305-60-53-538-56353	12th Place North	$0	$0	$213,473	$213,473	0.00%	0.00%
305-60-54-541-56105	24th Fourth (E & W of F Road)	$0	$0	$171,581	$171,581	0.00%	0.00%
305-60-54-541-56106	161st Terrace North	$0	$13,608	$452,515	$438,907	3.01%	0.00%
305-60-54-541-56107	Gruber	$0	$0	$120,133	$120,133	0.00%	0.00%
305-60-54-541-56108	E Citrus	$0	$0	$131,437	$131,437	0.00%	0.00%
305-60-54-541-56109	147th	$0	$0	$18,347	$18,347	0.00%	0.00%
305-60-54-541-56111	Casey Road Paving	$0	$5,200	$187,878	$182,678	2.77%	0.00%
305-60-54-541-56157	Misc. Culvert failures/emergency repairs	$0	$0	$240,000	$240,000	0.00%	NA
305-60-54-541-56159	Folsom & 25th St Culvert	$2,765	$3,568	$84,500	$80,933	4.22%	NA
305-60-54-541-56160	Bunny Ln & D Road Culvert	$2,843	$3,854	$144,500	$140,646	2.67%	N
305-60-54-541-56161	Kerry Lane and F Road Culvert	$2,644	$2,644	$144,500	$141,857	1.83%	N

Town of Loxahatchee
Budget to Actual
December 31, 2024

		December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
305-60-54-541-56200	PW Building	$0	$0	$10,000	$10,000	0.00%	NA
305-60-54-541-56307	West G Road Paving	$0	$0	$0	$0	NA	0.00%
305-60-54-541-56311	Folsom Road Paving	$0	$0	$0	$0	NA	0.00%
305-60-54-541-56315	South E and Citrus	$0	$0	$0	$0	NA	0.00%
305-60-54-541-56318	E S to Southern	$0	$0	$0	$0	NA	0.00%
305-60-54-541-56321	24th Fourth (E & W of F Road)	$0	$0	$18,362	$18,362	0.00%	0.00%
305-60-54-541-56322	Tangerine	$0	$0	$0	$0	NA	0.00%
305-60-54-541-56323	E Citrus	$0	$0	$7,312	$7,312	0.00%	0.00%
305-60-54-541-56324	147th	$0	$0	$7,648	$7,648	0.00%	0.00%
305-60-54-541-56325	161st Terrace North	$0	$0	$31,548	$31,548	0.00%	0.00%
305-60-54-541-56327	Gruber	$0	$0	$7,825	$7,825	0.00%	0.00%
305-60-54-541-56329	West 25th	$0	$0	$0	$0	NA	0.00%
305-60-54-541-56330	Pump House	$0	$0	$10,000	$10,000	0.00%	NA
305-60-54-541-56331	Gate Repairs at A (Drainage)	$0	$0	$10,000	$10,000	0.00%	NA
305-60-54-541-56334	A South Repaving	$0	$0	$363,688	$363,688	0.00%	NA
305-60-54-541-56335	Collecting Canal (a to b) Repaving	$0	$0	$145,475	$145,475	0.00%	NA
305-60-54-541-56336	E North Gap Repaving	$0	$0	$72,738	$72,738	0.00%	NA
305-60-54-541-56337	Folsom Gap Repaving	$0	$0	$72,738	$72,738	0.00%	NA
305-60-54-541-56338	West 25 Street Gap Repaving	$0	$0	$43,643	$43,643	0.00%	NA
305-60-54-541-56339	G West Repaving	$0	$0	$29,020	$29,020	0.00%	NA
305-60-54-541-56341	Collecting Canal Repaving	$0	$0	$12,000	$12,000	0.00%	NA
305-60-54-541-56342	A South Repaving	$0	$0	$75,000	$75,000	0.00%	NA
305-60-54-541-56343	Gate Repair at Folsom	$0	$0	$15,000	$15,000	0.00%	NA
305-60-54-541-56345	Community Cost Sharing Program	$0	$0	$150,000	$150,000	0.00%	NA
305-60-54-541-56501	North Road Trail	$0	$0	$20,000	$20,000	0.00%	NA
305-60-54-541-56541	Resiliency Grant Expenditures	$0	$11,978	$31,195	$19,217	38.40%	0.50%
Total Expenditures		**$8,752**	**$49,576**	**$4,422,396**	**$4,372,820**	**1.12%**	
Revenues Less Expenditures			**$577,327**				

Town of Loxahatchee
Budget to Actual
December 31, 2024

		December	YTD Through December 31, 2024	Budgeted	Balance	FY25 % Used Thru Dec 31	FY24% Used Thru Dec 31
405 - Solid Waste							
Revenues							
405-01-32-325-32520	Solid Waste Assessments	$384,684	$471,658	$676,800	$205,142	69.69%	72.67%
405-01-32-325-32522	Discount Fees	($15,038)	($17,786)	($27,000)	($9,214)	65.87%	72.86%
405-01-34-343-34300	SWA Recycling Income	$0	$0	$500	$500	0.00%	0.00%
405-01-36-361-36110	Interest	$0	$0	$7,800	$7,800	0.00%	0.00%
405-01-36-381-38100	Transfer from Fund Balance	$0	$20,633	$61,900	$41,267	33.33%	NA
Total Revenues		**$369,646**	**$474,505**	**$720,000**	**$245,495**	**65.90%**	
Expenditures							
405-70-53-534-53409	Other Sanitation Service	$50,962	$87,467	$20,000	($67,467)	437.34%	164.83%
405-70-53-534-53440	Solid Waste Contract	$56,400	$169,200	$692,000	$522,800	24.45%	25.28%
405-70-53-534-53480	PBC Admin Fee 1%	$3,696	$5,471	$8,000	$2,529	68.38%	69.76%
Total Expenditures		**$111,059**	**$262,138**	**$720,000**	**$457,862**	**36.41%**	
Revenues Less Expenditures			**$212,367**				

Town of Loxahatchee
Budget to Actual
March 31, 2025

		March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
001 - General Fund							
REVENUES							
001-01-31-311-31000	Ad Valorem Taxes	$74,889	$1,529,556	$1,727,000	$197,444	88.57%	85.61%
001-01-31-314-31410	Electric Utility Tax	$31,222	$179,358	$430,000	$250,642	41.71%	47.77%
001-01-31-314-31480	Utility Service Tax- Propane	$1,768	$16,871	$16,000	($871)	105.44%	104.39%
001-01-31-315-31500	Communication Services	$8,926	$42,198	$95,000	$52,802	44.42%	41.80%
001-01-31-316-31600	Local Business Tax	$1,328	$98,769	$100,000	$1,231	98.77%	36.57%
001-01-32-323-32310	FPL Franchise Fee	$26,238	$147,728	$330,000	$182,272	44.77%	36.57%
001-01-32-323-32330	PBC Water Utility Franchise	$1,706	$8,580	$31,000	$22,420	27.68%	92.37%
001-01-32-323-32360	PBC Sewer Utility Franchise	$1,027	$5,444	$13,000	$7,556	41.87%	NA
001-01-32-323-32370	Solid Waste Franchise	$17,362	$93,391	$225,000	$131,609	41.51%	48.40%
001-01-32-323-32390	Hauler's Franchise Fee	$0	$1,205	$10,000	$8,795	12.05%	43.21%
001-01-32-329-32900	Building Permits	$37,050	$106,816	$330,000	$223,184	32.37%	74.84%
001-01-32-329-32901	Other Permits	$0	($250)	$0	$250	NA	0.00%
001-01-32-329-32902	RV Registrations	$3,120	$3,870	$20,000	$16,130	19.35%	NA
001-01-32-329-32903	Floodplain Development Application	$4,371	$12,621	$12,000	($621)	105.18%	NA
001-01-32-329-32905	Alarm Registration	$263	$1,688	$5,000	$3,313	33.75%	NA
001-01-32-329-32906	Right of Way Permit	$0	$3,004	$1,000	($2,004)	300.40%	NA
001-01-32-341-34135	Administrative Charge Dependent District	$0	$0	$172,500	$172,500	0.00%	99.71%
001-01-33-335-35120	Municipal Revenue Sharing	$6,644	$33,486	$84,700	$51,214	39.54%	41.21%
001-01-33-335-35150	Alcoholic Beverage License Tax	$0	$0	$6,000	$6,000	0.00%	0.00%
001-01-33-335-35180	Half Cent Sales Tax	$26,250	$136,074	$334,600	$198,526	40.67%	44.21%
001-01-33-338-33800	Shared Revenue from Other Governments	$488	$2,267	$0	($2,267)	NA	NA
001-01-34-341-34000	General Government Charges	$3,437	$7,547	$9,000	$1,453	83.86%	27.37%

Town of Loxahatchee
Budget to Actual
March 31, 2025

		March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
001-01-34-341-34100	Credit Card Surcharge	$0	$0	$10,000	$10,000	0.00%	NA
001-01-34-341-34180	Planning and Zoning Fees	$5,100	$10,900	$55,000	$44,100	19.82%	NA
001-01-34-341-34190	Cost Recovery Fees	$19,870	$139,605	$223,000	$83,395	62.60%	51.72%
001-01-34-341-34195	Cost Recovery Admin Fee	$1,153	$4,209	$0	($4,209)	NA	NA
001-01-35-351-35150	Court Fines	$729	$3,384	$5,000	$1,616	67.67%	NA
001-01-35-354-35400	Code Enforcement Fines	$0	$468	$11,000	$10,532	4.26%	27.02%
001-01-36-361-36110	Interest	$8,109	$45,876	$59,000	$13,124	77.76%	100.71%
001-01-36-366-36692	FMIT Safety Grant	$0	$5,000	$0	($5,000)	NA	NA
001-01-36-369-36990	Other Miscellaneous Revenue	$104	$3,240	$1,000	($2,240)	324.00%	43.13%
001-14-36-361-36110	Interest for FMIVT	$0	$2,491	$0	($2,491)	NA	NA
Total Revenues		**$281,154**	**$2,645,394**	**$4,315,800**	**$1,670,406**	**61.30%**	

Town of Loxahatchee
Budget to Actual
March 31, 2025

		March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
EXPENSES							
001-10-51-511-51200	Regular Salaries	$3,750	$22,500	$45,000	$22,500	50.00%	50.00%
001-10-51-511-52100	FICA Taxes	$309	$1,808	$3,500	$1,692	51.67%	52.18%
001-10-51-511-53100	Lobbying Services	$5,417	$55,025	$75,000	$19,975	73.37%	46.50%
001-10-51-511-54000	Travel	$0	$2,327	$5,000	$2,673	46.54%	22.59%
001-10-51-511-55400	Books, Publications, Subscriptions	$0	$4,524	$5,000	$476	90.48%	62.88%
001-10-51-511-55500	Education & Training	$0	$2,923	$3,000	$77	97.43%	0.00%
001-10-51-511-58200	Special Events/ Contributions	$0	$7,311	$10,000	$2,689	73.11%	108.12%
	Town Council	**$9,476**	**$96,418**	**$146,500**	**$50,082**	**65.81%**	

Town of Loxahatchee
Budget to Actual
March 31, 2025

		March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
001-12-51-512-51200	Regular Salaries	$49,670	$296,571	$634,360	$337,789	46.75%	40.11%
001-12-51-512-51400	Overtime	$591	$4,365	$5,000	$635	87.30%	41.62%
001-12-51-512-52100	FICA Taxes	$3,767	$22,604	$48,528	$25,924	46.58%	40.22%
001-12-51-512-52200	Retirement FRS	$7,243	$52,259	$115,680	$63,421	45.18%	44.50%
001-12-51-512-52300	Health and Life Insurance	($65)	$21,417	$63,119	$41,702	33.93%	52.64%
001-12-51-512-52400	Worker's Compensation	$0	$1,219	$1,700	$481	71.71%	141.40%
001-12-51-512-53400	Other Services	$0	$2,393	$3,000	$607	79.76%	359.31%
001-12-51-512-54000	Travel	$0	$5,807	$5,000	($807)	116.14%	13.82%
001-12-51-512-54200	Postage and Freight	$0	$4,851	$4,000	($851)	121.27%	9.53%
001-12-51-512-54900	Other Operating Expenses (Misc.-Recording Fees)	$27	$725	$8,000	$7,275	9.07%	97.78%
001-12-51-512-54930	Election Expense	$2,441	$4,312	$20,000	$15,688	21.56%	5.75%
001-12-51-512-54960	Legal Advertising	$0	$4,325	$6,000	$1,675	72.09%	60.65%
001-12-51-512-55100	Office Supplies	$0	$10,716	$10,000	($716)	107.16%	110.48%
001-12-51-512-55400	Books, Publications, Subscriptions	$0	$10,531	$6,000	($4,531)	175.52%	117.07%
001-12-51-512-55500	Education & Training	$0	$2,391	$5,000	$2,609	47.82%	4.18%
	Town Administrator	**$63,676**	**$444,486**	**$935,387**	**$490,901**	**47.52%**	

Town of Loxahatchee
Budget to Actual
March 31, 2025

		March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
001-14-51-513-53110	Payroll Fees	$423	$4,780	$9,000	$4,220	53.12%	53.82%
001-14-51-513-53200	Accounting and Auditing	$18,833	$52,167	$125,000	$72,833	41.73%	56.01%
001-14-51-513-53300	Compliance Auditing	$0	$1,700	$25,000	$23,300	6.80%	87.00%
001-14-51-513-54910	Bank and Merchant Account Charges	$1,222	$8,706	$10,000	$1,294	87.06%	73.56%
	Finance	**$20,478**	**$67,353**	**$169,000**	**$101,647**	**39.85%**	

Town of Loxahatchee
Budget to Actual
March 31, 2025

		March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
001-16-51-514-53100	Legal Fees	$57,134	$201,222	$193,000	($8,222)	104.26%	61.06%
	Town Attorney	**$57,134**	**$97,049**	**$193,000**	**($8,222)**	**50.28%**	

Town of Loxahatchee
Budget to Actual
March 31, 2025

		March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
001-18-51-515-51200	Regular Salaries	$13,815	$98,095	$171,000	$72,905	57.37%	44.24%
001-18-51-515-51400	Overtime	$1,684	$9,132	$0	($9,132)	NA	148.40%
001-18-51-515-52100	FICA Taxes	$1,183	$8,316	$13,000	$4,684	63.97%	48.22%
001-18-51-515-52200	Retirement FRS	$1,504	$10,646	$24,000	$13,354	44.36%	46.08%
001-18-51-515-52300	Health and Life Insurance	$99	$8,581	$25,000	$16,419	34.33%	38.01%
001-18-51-515-52400	Worker's Compensation	$0	$3,901	$4,000	$99	97.52%	0.00%
001-18-51-515-53100	Building and Zoning Professional Service	$5,900	$8,811	$90,000	$81,189	9.79%	NA
001-18-51-515-54000	Travel	$0	$603	$5,000	$4,397	12.06%	NA
001-18-51-515-54181	Building Permit Zoning Review	$327	$327	$20,000	$19,673	1.63%	NA
001-18-51-515-54920	Computer Services	$0	$300	$10,000	$9,700	3.00%	NA
001-18-51-515-55200	Building Office Supplies	$400	$7,765	$5,000	($2,765)	155.29%	NA
001-18-51-515-55400	Books, Publications, Subscriptions	$0	$125	$3,000	$2,875	4.17%	NA
001-18-51-515-55500	Education and Training	$0	$0	$3,000	$3,000	0.00%	NA
	Building Department	**$24,912**	**$156,601**	**$373,000**	**$216,399**	**41.98%**	

Town of Loxahatchee
Budget to Actual
March 31, 2025

		March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
001-20-51-515-53400	Other Services- Planning Process	$0	$1,438	$0	($1,438)	NA	22.97%
001-20-51-515-53420	Comprehensive Plan	$0	$0	$30,000	$30,000	0.00%	69.29%
001-20-51-515-53450	Planning & Zoning Contract	$4,044	$30,813	$60,000	$29,187	51.35%	76.42%
001-20-51-515-53451	Planner On Call	$1,000	$5,000	$25,000	$20,000	20.00%	65.60%
001-20-51-515-53490	Cost Recovery Expenditures	$19,330	$106,135	$212,000	$105,865	50.06%	66.31%
001-20-51-515-53492	Pre Application Meeting Costs	$0	$1,185	$0	($1,185)	NA	NA
001-20-51-515-54960	Legal Advertising	$0	$0	$9,500	$9,500	0.00%	14.26%
	Planning	**$24,374**	**$144,570**	**$336,500**	**$191,930**	**42.96%**	

Town of Loxahatchee
Budget to Actual
March 31, 2025

		March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
001-22-51-511-54100	Legal Advertising	$0	$0	$5,000	$5,000	0.00%	NA
001-22-51-519-51200	Regular Salaries	$6,296	$36,541	$112,000	$75,459	32.63%	66.31%
001-22-51-519-51400	Overtime	$64	$619	$0	($619)	NA	NA
001-22-51-519-52100	FICA Taxes	$512	$3,083	$9,000	$5,917	34.26%	71.05%
001-22-51-519-52200	Retirement FRS	$867	$4,811	$12,000	$7,189	40.09%	42.61%
001-22-51-519-52300	Health and Life Insurance	$337	$1,241	$0	($1,241)	NA	53.88%
001-22-51-519-52400	Workers' Compensation	$0	$7,399	$6,500	($899)	113.82%	141.42%
001-22-51-519-53100	Professional Services - Legal	$4,212	$32,072	$33,120	$1,048	96.84%	#N/A
001-22-51-519-53101	Expert Witnesses	$0	$1,014	$7,300	$6,286	13.89%	58.25%
001-22-51-519-53150	Special Magistrate	$2,535	$3,853	$25,000	$21,147	15.41%	#N/A
001-22-51-519-53400	Other Services - Code	$0	$0	$3,000	$3,000	0.00%	#N/A
001-22-51-519-53491	Code Compliance Costs	$0	$900	$0	($900)	NA	45.06%
001-22-51-519-54680	Vehicle Maintenance	$0	$0	$500	$500	0.00%	112.50%
001-22-51-519-55210	Fuel	$0	$0	$2,500	$2,500	0.00%	25.34%
001-22-51-519-55500	Education & Training	$0	$0	$1,000	$1,000	0.00%	47.29%
001-24-51-524-55000	Education and Training	$0	$360	$0	($360)	NA	112.02%
	Code Enforcement	**$14,823**	**$91,893**	**$216,920**	**$125,027**	**42.36%**	

Town of Loxahatchee
Budget to Actual
March 31, 2025

		March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
001-26-52-521-53410	Law Enforcement (PBSO)	$55,558	$388,904	$668,000	$279,096	58.22%	58.25%
	Law Enforcement	**$55,558**	**$222,231**	**$668,000**	**$279,096**	**33.27%**	

Town of Loxahatchee
Budget to Actual
March 31, 2025

		March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
001-31-51-519-54103	Cellular Services, ADT, IP Phone,	$0	$495	$7,500	$7,005	6.60%	45.06%
001-31-51-519-54105	Website Costs	$2,000	$15,900	$20,000	$4,100	79.50%	112.50%
001-31-51-519-54107	Internet Service	$0	$0	$12,000	$12,000	0.00%	25.34%
001-31-51-519-54109	Computer Services, Node (0), Office 365	$2,362	$13,435	$30,000	$16,565	44.78%	47.29%
001-31-51-519-54922	Computer Subscription Services	$0	$27,847	$45,000	$17,153	61.88%	112.02%
	Information Technology	**$4,362**	**$57,677**	**$114,500**	**$56,823**	**50.37%**	

Town of Loxahatchee
Budget to Actual
March 31, 2025

		March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
001-32-51-519-53400	Other Service- Janitorial and Maintenance	$125	$13,675	$20,000	$6,325	68.37%	86.65%
001-32-51-519-54300	Utilities	$480	$2,831	$11,000	$8,169	25.74%	31.01%
001-32-51-519-54440	Rental and Leases - Equip, Storage, etc	$397	$5,845	$13,000	$7,155	44.96%	77.45%
001-32-51-519-54500	Insurance other than Workers' Compensation	($6,930)	$84,912	$84,500	($412)	100.49%	79.85%
001-32-51-519-54600	Repair and Maintenance - Building	$1,435	$4,871	$10,000	$5,129	48.71%	85.68%
		($4,493)	**$112,133**	**$138,500**	**$26,367**	**80.96%**	

Town of Loxahatchee
Budget to Actual
March 31, 2025

		March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
001-90-58-581-59104	Transfer to Roads and Drainage	$0	$119,099	$595,493	$476,394	20.00%	NA
001-90-58-581-59305	Transfer to C.I.P Fund	$0	$85,800	$429,000	$343,200	20.00%	100.00%
		$0	**$204,899**	**$1,024,493**	**$819,594**	**20.00%**	
Total Expenditures			**$1,695,312**	**$4,315,800**			
Revenues Less Expenditures			**$950,083**				

Town of Loxahatchee
Budget to Actual
March 31, 2025

		March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
101 - Transportation Fund							
Revenues							
101-01-31-312-34100	1st Local option Fuel Tax (6c)	$21,151	$108,816	$268,000	$159,184	40.60%	38.32%
101-01-31-312-34200	2nd Local Option Fuel Tax(5c)	$10,067	$49,387	$128,000	$78,613	38.58%	38.71%
101-01-36-361-36110	Interest	$0	$0	$4,000	$4,000	0.00%	NA
Total Revenues		**$31,218**	**$158,203**	**$400,000**	**$241,797**	**39.55%**	
101-40-58-581-59105	Transfer to Roads and Drainage	$0	$53,600	$268,000	$214,400	20.00%	38.45%
101-40-58-581-59305	Transfer to C.I.P Fund	$0	$26,400	$132,000	$105,600	20.00%	38.45%
Total Expenditurees		**$0**	**$80,000**	**$400,000**	**$320,000**	**20.00%**	
Revenues Less Expenditures			**$78,203**				

Town of Loxahatchee
Budget to Actual
March 31, 2025

		March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
103 - Local Option Sales Tax (L.O.S.T) Fund							
Revenues							
103-01-31-312-31260	Sales Tax Infrastructure	$23,315	$147,317	$329,800	$182,483	44.67%	43.14%
103-01-31-381-38100	Transfer from Fund Balance	$0	$9,400	$47,000	$37,600	20.00%	NA
103-01-36-361-36110	Interest	$0	$0	$6,500	$6,500	0.00%	NA
103-14-36-361-36110	Interest for FMIVT	$0	$14,695	$0	($14,695)	NA	NA
Total Revenues		**$23,315**	**$171,412**	**$383,300**	**$211,888**	**44.72%**	
Expenditures							
103-40-58-581-59305	Transfer to C.I.P Fund	$0	$76,660	$383,300	$306,640	20.00%	48.59%
Total Expenditures		**$0**	**$76,660**	**$383,300**	**$306,640**	**20.00%**	

Town of Loxahatchee
Budget to Actual
March 31, 2025

		March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
105 - Water Control District							
Revenues							
105-01-32-325-32510	Other Assessments	$0	$0	$30,000	$30,000	0.00%	0.00%
105-01-32-325-32520	Road and Canal Maintenance Assessment	$63,901	$1,317,690	$1,560,164	$242,474	84.46%	82.98%
105-01-32-325-32522	Discount Fees	($709)	($48,156)	($62,407)	($14,251)	77.16%	75.34%
105-01-32-325-36990	Other Assessments - PBCSB	$0	$2,558	$3,000	$442	85.25%	85.25%
105-01-36-361-36110	Interest-Assessments	$0	$3	$2,000	$1,997	0.16%	NA
105-01-36-361-36111	Interest (SBA)	$0	$0	$16,250	$16,250	0.00%	NA
105-01-36-369-36990	Miscellaneous Revenue	$721	$1,194	$20,000	$18,806	5.97%	12.59%
105-01-38-381-38000	Transfer From General Fund	$0	$119,099	$595,493	$476,394	20.00%	NA
105-01-38-381-38111	Contributions from Transportation Fund	$0	$53,600	$268,000	$214,400	20.00%	38.45%
Total Revenues		**$63,913**	**$1,445,987**	**$2,432,500**	**$986,513**	**59.44%**	
Expenditures							
105-50-53-538-51200	Regular Salaries	$46,376	$300,141	$547,500	$247,359	54.82%	53.49%
105-50-53-538-51201	Salaries - Canal Bank Crew	$8,378	$55,411	$170,000	$114,589	32.59%	0.00%
105-50-53-538-51400	Overtime	$368	$4,184	$15,000	$10,816	27.90%	79.17%
105-50-53-538-51401	Overtime - Canal Bank Crew	$8	$510	$10,000	$9,490	5.10%	NA
105-50-53-538-51500	Special Pay	$462	$1,694	$4,000	$2,306	42.35%	26.95%
105-50-53-538-51501	Special Pay - Canal Restoration	$0	$0	$2,000	$2,000	0.00%	NA
105-50-53-538-52100	FICA Taxes	$3,388	$22,188	$45,000	$22,812	49.31%	55.73%
105-50-53-538-52101	FICA Taxes and Medicare Canal Bank Crew	$647	$4,613	$13,000	$8,387	35.49%	0.00%
105-50-53-538-52200	Retirement FRS	$7,395	$55,644	$95,000	$39,356	58.57%	45.09%
105-50-53-538-52201	Retirement FRS Canal Bank Crew	$1,641	$9,582	$23,000	$13,418	41.66%	0.00%
105-50-53-538-52300	Health and Life Insurance	$863	$49,658	$93,000	$43,342	53.40%	114.08%
105-50-53-538-52301	Health and Life Iinsurance Canal Bank Crew	$102	$13,621	$37,000	$23,379	36.81%	0.00%
105-50-53-538-52400	Worker's Compensation	$0	$31,206	$31,000	($206)	100.67%	141.42%
105-50-53-538-52401	Workers' Compensation Canal Bank Crew	$0	$9,264	$9,000	($264)	102.94%	0.00%
105-50-53-538-53102	Professional Service - Drug Test	$0	$132	$2,000	$1,868	6.60%	49.25%
105-50-53-538-53200	Accounting and Auditing	$10,500	$12,200	$25,000	$12,800	48.80%	87.00%
105-50-53-538-53400	Canal Bank Maintenance, non-Capital	$2,400	$19,786	$60,000	$40,214	32.98%	59.8

Town of Loxahatchee
Budget to Actual
March 31, 2025

		March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
105-50-53-538-53480	Other Services - PBC Admin Fee	$922	$12,983	$16,000	$3,017	81.15%	90.18%
105-50-53-538-54100	Communication Services	$0	$17,799	$25,000	$7,201	71.19%	97.18%
105-50-53-538-54300	Utilities	$2,657	$9,848	$21,000	$11,152	46.89%	32.53%
105-50-53-538-54440	Rental and Leases - Equip, Storage, etc	$11,230	$92,116	$235,000	$142,884	39.20%	62.39%
105-50-53-538-54500	Insurance other than Workers' Compensation	$0	$60,842	$58,500	($2,342)	104.00%	111.37%
105-50-53-538-54680	Repair and Maintenance Svc -	$14,124	$28,239	$94,000	$65,761	30.04%	2.81%
105-50-53-538-54901	Indirect Cost Allocations	$0	$0	$172,500	$172,500	0.00%	99.71%
105-50-53-538-54910	Computer hardware & Software	$0	$11,423	$30,000	$18,577	38.08%	39.44%
105-50-53-538-54980	Uniforms	($151)	$4,229	$10,000	$5,771	42.29%	893.49%
105-50-53-538-55100	Office Supplies	$0	$2,348	$2,000	($348)	117.39%	893.49%
105-50-53-538-55210	Fuel	$5,445	$18,598	$50,000	$31,402	37.20%	40.23%
105-50-53-538-55400	Books, Publications, Subscriptions	$0	$1,985	$6,000	$4,015	33.09%	105.97%
105-50-53-538-55500	Education & Training	$1,500	$5,308	$16,000	$10,692	33.17%	81.46%
105-50-53-538-56400	Machinery and Equipment	$0	$139,034	$0	($139,034)	NA	0.00%
105-50-53-538-57101	Principal	$0	$74,768	$0	($74,768)	NA	NA
105-50-53-538-57201	Interest Expense	$0	$4,347	$0	($4,347)	NA	NA
105-50-54-541-53400	Engineering	$14,282	$76,833	$50,000	($26,833)	153.67%	47.93%
105-50-54-541-54670	Traffic Control Signs	$2,640	$6,266	$70,000	$63,734	8.95%	36.39%
105-50-54-541-54680	Repair and Maintenance - Machinery	$0	$38,253	$0	($38,253)	NA	112.75%
105-50-54-541-55200	Operating Supplies	$190	$7,997	$25,000	$17,003	31.99%	55.92%
105-50-54-541-55300	Road Materials & Supplies	$9,350	$11,032	$25,000	$13,968	44.13%	86.75%
105-50-54-541-55310	Road Maintenance and Service	$0	$95,710	$225,000	$129,290	42.54%	29.83%
105-50-54-541-55500	Education & Training	$0	$5,992	$0	($5,992)	NA	4.62%
105-50-54-541-57301	Other Debt Service Costs	$0	$0	$5,000	$5,000	0.00%	0.00%
105-50-54-541-59001	Transfer to CIP	$0	$23,000	$115,000	$92,000	20.00%	NA
Total Expenditures		**$144,716**	**$1,338,782**	**$2,432,500**	**$1,093,718**	**55.04%**	
Revenues Less Expendiures			**$107,205**				

Town of Loxahatchee
Budget to Actual
March 31, 2025

		March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
305 - Capital Improvement Project (C.I.P) Fund							
Revenues							
305-01-32-334-33450	FEMA Reimbursements, Prior Year	$0	$0	$271,794	$271,794	0.00%	0.00%
305-01-33-337-33700	Local Gov't Unit Grant - FY24	$0	$0	$750,000	$750,000	0.00%	0.00%
305-01-33-337-33702	Local Gov't Unit Grant - FY25	$0	$0	$750,000	$750,000	0.00%	NA
305-01-33-337-33701	State of Florida Resiliency Grant	$0	$0	$350,000	$350,000	0.00%	0.00%
305-01-38-381-38100	Transfer from Fund Balance	$0	$140,000	$420,000	$280,000	33.33%	0.00%
	Carryforward from FY2034	$0	$164,260	$821,302	$657,042	20.00%	NA
305-01-38-381-38110	Contribution from General Fund	$0	$85,800	$429,000	$343,200	20.00%	104.08%
305-01-38-381-38111	Contributions from Transportation Fund	$0	$26,400	$132,000	$105,600	20.00%	0.00%
305-01-38-381-38112	Contributions From Surtax Fund	$0	$76,660	$383,300	$306,640	20.00%	48.59%
305-01-38-381-38113	Contributions from Road and Drainage	$0	$23,000	$115,000	$92,000	20.00%	NA
Total Revenues		**$0**	**$516,120**	**$4,422,396**	**$3,906,276**	**11.67%**	
Expenditures							
305-60-53-538-56334	Swales, Catch Basin, and Other Control Structures	$0	$24,891	$350,000	$325,109	7.11%	NA
305-60-53-538-56337	Restoration of Canal Banks	$0	$6,048	$387,531	$381,483	1.56%	0.00%
305-60-53-538-56339	South E and Citrus Drainage w/o Tree Removal	$0	$0	$25,000	$25,000	0.00%	NA
305-60-53-538-56340	Tangerine and Citrus Drainage w/o Tree Removal	$0	$0	$25,000	$25,000	0.00%	NA
305-60-53-538-56351	F Rd. & Collecting Canal	$0	$1,770	$447,570	$445,801	0.40%	0.00%
305-60-53-538-56352	24th and F Rd.	$0	$0	$145,239	$145,239	0.00%	0.00%
305-60-53-538-56353	12th Place North	$0	$225,260	$213,473	($11,787)	105.52%	0.00%
305-60-54-541-56105	24th Fourth (E & W of F Road)	$0	$159,126	$171,581	$12,455	92.74%	0.00%
305-60-54-541-56106	161st Terrace North	$0	$451,152	$452,515	$1,363	99.70%	0.00%
305-60-54-541-56107	Gruber	$14,585	$129,487	$120,133	($9,354)	107.79%	0.00%
305-60-54-541-56108	E Citrus	$0	$123,714	$131,437	$7,723	94.12%	0.00%
305-60-54-541-56109	147th	$0	$24,818	$18,347	($6,471)	135.27%	0.00%
305-60-54-541-56111	Casey Road Paving	$0	$160,385	$187,878	$27,493	85.37%	0.00%
305-60-54-541-56157	Misc. Culvert failures/emergency repairs	$0	$0	$240,000	$240,000	0.00%	NA
305-60-54-541-56159	Folsom & 25th St Culvert	$0	$3,568	$84,500	$80,933	4.22%	NA
305-60-54-541-56160	Bunny Ln & D Road Culvert	$0	$4,104	$144,500	$140,396	2.84%	N
305-60-54-541-56161	Kerry Lane and F Road Culvert	$0	$2,894	$144,500	$141,607	2.00%	N

Town of Loxahatchee
Budget to Actual
March 31, 2025

		March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
305-60-54-541-56200	PW Building	$0	$0	$10,000	$10,000	0.00%	NA
305-60-54-541-56307	West G Road Paving	$0	$0	$0	$0	NA	0.00%
305-60-54-541-56311	Folsom Road Paving	$0	$0	$0	$0	NA	0.00%
305-60-54-541-56315	South E and Citrus	$0	$0	$0	$0	NA	0.00%
305-60-54-541-56318	E S to Southern	$0	$0	$0	$0	NA	0.00%
305-60-54-541-56321	24th Fourth (E & W of F Road)	$0	$0	$18,362	$18,362	0.00%	0.00%
305-60-54-541-56322	Tangerine	$0	$0	$0	$0	NA	0.00%
305-60-54-541-56323	E Citrus	$3,591	$14,742	$7,312	($7,430)	201.61%	0.00%
305-60-54-541-56324	147th	$0	$0	$7,648	$7,648	0.00%	0.00%
305-60-54-541-56325	161st Terrace North	$0	$0	$31,548	$31,548	0.00%	0.00%
305-60-54-541-56327	Gruber	$2,331	$2,331	$7,825	$5,494	29.79%	0.00%
305-60-54-541-56329	West 25th	$0	$0	$0	$0	NA	0.00%
305-60-54-541-56330	Pump House	$0	$0	$10,000	$10,000	0.00%	NA
305-60-54-541-56331	Gate Repairs at A (Drainage)	$0	$0	$10,000	$10,000	0.00%	NA
305-60-54-541-56334	A South Repaving	$0	$0	$363,688	$363,688	0.00%	NA
305-60-54-541-56335	Collecting Canal (a to b) Repaving	$0	$0	$145,475	$145,475	0.00%	NA
305-60-54-541-56336	E North Gap Repaving	$0	$0	$72,738	$72,738	0.00%	NA
305-60-54-541-56337	Folsom Gap Repaving	$0	$0	$72,738	$72,738	0.00%	NA
305-60-54-541-56338	West 25 Street Gap Repaving	$0	$0	$43,643	$43,643	0.00%	NA
305-60-54-541-56339	G West Repaving	$0	$0	$29,020	$29,020	0.00%	NA
305-60-54-541-56341	Collecting Canal Repaving	$0	$0	$12,000	$12,000	0.00%	NA
305-60-54-541-56342	A South Repaving	$0	$0	$75,000	$75,000	0.00%	NA
305-60-54-541-56343	Gate Repair at Folsom	$0	$0	$15,000	$15,000	0.00%	NA
305-60-54-541-56345	Community Cost Sharing Program	$0	$0	$150,000	$150,000	0.00%	NA
305-60-54-541-56501	North Road Trail	$0	$0	$20,000	$20,000	0.00%	NA
305-60-54-541-56541	Resiliency Grant Expenditures	$0	$54,265	$31,195	($23,070)	173.95%	0.50%
Total Expenditures		**$20,507**	**$1,388,553**	**$4,422,396**	**$3,033,843**	**31.40%**	
Revenues Less Expenditures			**($872,433)**				

Town of Loxahatchee
Budget to Actual
March 31, 2025

		March	YTD Through March 30, 2025	Budgeted	Balance	FY25 % Used Thru March	FY24% Used Thru March
405 - Solid Waste							
Revenues							
405-01-32-325-32520	Solid Waste Assessments	$23,812	$576,467	$676,800	$100,333	85.18%	72.67%
405-01-32-325-32522	Discount Fees	($293)	($20,196)	($27,000)	($6,804)	74.80%	72.86%
405-01-34-343-34300	SWA Recycling Income	$0	$0	$500	$500	0.00%	0.00%
405-01-36-361-36110	Interest	$0	$0	$7,800	$7,800	0.00%	0.00%
405-01-36-381-38100	Transfer from Fund Balance	$0	$12,380	$61,900	$49,520	20.00%	NA
Total Revenues		**$23,520**	**$568,650**	**$720,000**	**$151,350**	**78.98%**	
Expenditures							
405-70-53-534-53409	Other Sanitation Service	$0	$103,435	$20,000	($83,435)	517.17%	164.83%
405-70-53-534-53440	Solid Waste Contract	$58,100	$343,499	$692,000	$348,501	49.64%	25.28%
405-70-53-534-53480	PBC Admin Fee 1%	$531	$6,786	$8,000	$1,214	84.83%	69.76%
Total Expenditures		**$58,631**	**$453,720**	**$720,000**	**$266,280**	**63.02%**	
Revenues Less Expenditures			**$114,931**				

Vendor	**Paid October 1, 2023, through September 30, 2024**
PBSO(Palm Beach Sheriffs Office)	$660,092.00
Coastal Waste & Recycling	$619,605.78
Johnson-Davis, Inc	$471,830.00
JW Cheatham LLC	$405,966.77
Torcivia Donlon Goddeau & Ansay PA	$402,644.90
Keshavarz & Associates	$353,111.33
Engenuity Group, Inc.	$344,487.45
Palm Beach Aggregates, LLC	$286,600.99
Florida Division of Retirement (FRS)	$281,771.13
Florida Blue	$212,593.94
WBI Contracting of Palm Beach Inc	$191,969.96
Florida Municipal Insurance Trust (FMIvT)	$180,699.89
HLSS III Lox, LLC	$135,933.00
Land Research Management	$132,484.62
Munilytics	$92,410.49
United Rentals North America, Inc	$87,266.82
Newman Tractor LLC	$66,737.21
Kiel Tree Service, Inc.	$66,050.00
Ronald L. Book, P.A.	$64,999.92
Discovery Quest Inc.	$56,039.00
Santander Bank N A	$55,425.92
John Deere Financial / Deere Credit, Inc.	$54,796.57
CGP Agency, LLC	$47,025.00
Complete Cities Planning Group, LLC	$46,777.90
Palmdale Oil Company Inc	$45,271.94
Caballero Fierman Llerena Garcia, LLP	$41,500.00
Node0 IT LLC	$39,492.86
Hy-Byrd Inc	$34,600.00
Aquatic Vegetation Control Inc	$33,352.50
Kelly Tractor Company	$26,980.94
Palm Beach County Thrift Shop	$26,494.00
EquipmentShare.com Inc	$24,819.25
The Valiant Management Team LLC	$23,700.00
Transystems	$23,051.25
Civic Plus	$22,569.21
Al's Auto Repair	$21,883.10
FPL	$20,795.46
Murray Logan Construction LLC	$18,000.00
Amazon	$17,965.07
Debris Dog Inc	$17,750.00
Gannet Florida LocaliQ	$16,782.32

Vendor	**Paid October 1, 2023, through September 30, 2024**
Nutrien AG Solutions	$16,556.00
Anago Cleaning Systems	$16,115.00
Ferguson	$15,131.28
Vulcan Inc.	$14,983.00
Dobbs Equipment, LLC	$13,815.99
Cintas Corporation #283	$13,534.05
Comcast	$13,198.78
The Hartford	$12,949.79
Humana	$12,568.10
Instacart	$12,015.73
AT & T Mobility	$11,923.43
Davis & Associates, PA	$11,828.25
Everglades Equipment Group	$10,188.92

Vendor Activity Report
October Through March

Vendor	Amount Paid
Atlantic Southern Paving and Sealcoating LLC	$1,015,289.03
PBSO(Palm Beach Sheriffs Office)	$388,904.25
Coastal Waste & Recycling	$335,050.82
Torcivia Donlon Goddeau & Ansay PA	$239,360.09
Johnson-Davis, Inc	$225,260.00
Florida Municipal Insurance Trust (FMIvT)	$198,856.55
Florida Division of Retirement (FRS)	$149,985.12
Keshavarz & Associates	$129,497.91
Southport Truck Group	$120,031.20
Thompson Consulting Services, LLC	$96,936.00
Santander Bank N A	$90,476.68
Florida Blue	$85,175.58
Engenuity Group, Inc.	$63,847.25
Kiel Tree Service, Inc.	$60,150.00
John Deere Financial / Deere Credit, Inc.	$54,202.51
Land Research Management	$52,912.80
Odums Sod, Inc.	$51,637.50
Munilytics	$41,666.65
Ronald L. Book, P.A.	$32,499.96
Debris Dog Inc	$26,950.00
Wynn & Sons Environmental Construction Company LLC.	$24,818.00
Ferguson Waterworks	$23,695.20
Kelly Tractor Company	$23,165.00
Complete Cities Planning Group, LLC	$22,717.91
Geoffrey B Sluggett & Associates Inc	$22,525.00
Caballero Fierman Llerena Garcia, LLP	$21,000.00
Amazon	$20,968.64
Palmdale Oil Company Inc	$18,538.88
Aquatic Vegetation Control Inc	$17,887.50
Simmons & White Inc	$17,291.00
Node0 IT LLC	$16,687.43
CGP Agency, LLC	$15,900.00
Al's Auto Repair	$14,538.82
FPL	$12,052.59
Palm Beach Aggregates, LLC	$11,325.78
NextRequest, LLC	$11,111.64
OrangeClean Services	$10,710.00
St Lucie Battery & Tire	$10,475.62
Transystems	$10,314.79
United Rentals North America, Inc	$10,080.60

Town of Loxahatchee
Unaudited and Unadjusted Balance Sheet
At March 31, 2025

		March 31, 2025
001 - General Fund		
Assets		
001-00-00-223-10900	Cost Recovery A/R Reclass	$287,997
001-00-10-101-10000	BU Pooled Cash	$5,047,194
001-00-10-101-10010	Cash in Bank	$418,477
001-00-11-101-10150	Accts REC	$1,939
001-00-13-131-13101	Due To/ Due From Transportation Fund	($189,103)
001-00-13-131-13103	Due to / Due from L.O.S.T Fund	($168,186)
001-00-13-131-13105	Due to/Due from WCD	($1,188,742)
001-00-13-131-13135	Due To/ Due From Capital Improvment Fund	$1,407
001-00-13-131-13140	Due To/Due From Solid Waste Fund	($553,384)
001-00-15-151-15100	Investment in FMIVT	$155,621
Total Assets		**$3,813,220**
Liabilities and Fund Balance		
Liabilities		
001-00-11-233-20230	Cost Recovery	$93,000
001-00-11-233-20240	Tree Mitigation	$77,318
001-00-11-233-20242	Tree Mitigation Bond	$12,515
001-00-20-202-20000	Accounts Payable	$242,790
001-00-20-202-20003	Accounts Payable BOA-Credit Cards	$9,522
001-00-20-202-20050	Due to Other Governments	$43,029
001-00-20-202-20060	Due to State BTR	$5,158
001-00-20-202-20078	Due to State DCA	$4,660
Total Liabilities		**$487,991**
Fund Balance		
001-00-28-284-28400	Fund Balance	$2,578,364
	Restricted For Tree Mitigation	$746,865
Total Fund Balance		**$3,325,229**
Total Liabilities and Fund Balance		**$3,813,220**

Town of Loxahatchee
Unaudited and Unadjusted Balance Sheet
At March 31, 2025

101 - Transportation Fund

Assets

101-00-10-101-10000	BU Pooled Cash	($291,637)
101-00-10-101-10010	Cash In Bank	$260,435
101-00-13-131-13001	Due To/Due From General Fund	$189,103
Total Assets		**$157,901**

Liabilities and Fund Balance

Fund Balance

101-00-28-284-28400	Fund Balance	$157,901
Total Fund Balance		**$157,901**
Total Liabilities and Fund Balance		**$157,901**

Town of Loxahatchee
Unaudited and Unadjusted Balance Sheet
At March 31, 2025

103 - Local Option Sales Tax (L.O.S.T) Fund
Assets

103-00-10-101-10000	BU Pooled Cash	($871,911)
103-00-13-131-13001	Due To/Due From General Fund	$168,186
103-00-15-151-15100	Investment in FMIVT	$917,980
Total Assets		**$214,254**

Liabilities and Fund Balance

Fund Balance

103-00-28-284-28400	Fund Balance	$214,254
Total Fund Balance		**$214,254**
Total Liabilities and Fund Balance		**$214,254**

Town of Loxahatchee
Unaudited and Unadjusted Balance Sheet
At March 31, 2025

105 - Water Control District
Assets

105-00-10-101-10000	BU Pooled Cash	($242,507)
105-00-10-101-10010	Cash In Bank	($39,774)
105-00-10-101-10011	Cash in Hand	$300
105-00-13-131-13001	Due To/From General Fund	$1,189,142
105-00-15-151-15110	Investment in SBA	$387
Total Assets		**$907,549**

Liabilities and Fund Balance

Liabilities

105-00-20-202-20000	Accounts Payable	$75,941
Total Liabilities		**$75,941**

Fund Balance

105-00-28-284-28400	Fund Balance	$831,608
Total Fund Balance		**$831,608**

Total Liabilities and Fund Balance	**$907,549**

Town of Loxahatchee
Unaudited and Unadjusted Balance Sheet
At March 31, 2025

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

305-00-10-101-10000	BU Pooled Cash	($584,946)
305-00-10-101-10010	Cash In Bank	$508,613
305-00-13-131-13001	Due To/ Due From General Fund	($1,407)
Total Assets		**($77,740)**

Liabilities and Fund Balance

Liabilities

305-00-20-202-20000	Accounts Payable	$37,707
Total Liabilities		**$37,707**

Fund Balance

305-00-28-284-28400	Fund Balance	($115,447)
Total Fund Balance		**($113,197)**
Total Liabilities and Fund Balance		**($77,740)**

Town of Loxahatchee
Unaudited and Unadjusted Balance Sheet
At March 31, 2025

405 - Solid Waste
Assets

405-00-10-101-10000	BU Pooled Cash	($101,680)
405-00-10-101-10010	Cash In Bank	$22,680
405-00-13-131-13001	Due To/ Due From General Fund	$553,384
Total Assets		**$474,384**

Liabilities and Fund Balance

Liabilities

405-00-20-202-20000	Accounts Payable	$124,302
Total Liabilities		**$124,302**

Fund Balance

405-00-28-284-28400	Fund Balance	$350,082
Total Fund Balance		**$350,082**

Total Liabilities and Fund Balance	**$474,384**

Contracts						
Al's Auto Repair	22-Jul-24	30-Sep-27			2 additional (1) year renewals available, Reso 2024-56	
Aquatic Vegetation Control	1-Oct-20	30-Sep-23	1-Oct-23 and 1-Oct-24	30-Sep-24 and 30-Sep-25	SFWMD Piggyback; 3 year contract, 2 year renewal avilable - may be renewed by town manager based on Resolution # 2023-65 - confirm - **new contract not extension of exisitng implemented**	Sent to attorney (Amelia) for new resolution / Tentative May agenda - **high priority**
Atlantic Southern Paving	4/2/2024				FY 24 Paving BID; Reso 2024-15	Executed
CERT	8/6/2024	9/30/2025			Reso 2024-54	Executed
Complete Cieites Planning Group	7/2/2024	5/31/2027			Reso 2024-48	Executed
Debris Dog	2/4/2025	2/1/2028			Reso 2025-09	
Engenuity Group	17-Jan-23	17-Jan-26			3 year contract; 2 additional (1) year renewals available	
Hinterland Piggyback	1/7/2025	3/31/2026			Reso 2025-01	
Insight Public Sector (Flock Safety)					Sent to attorney (Elizabeth) for resolution, given to Amelia	**Attorney re-reviewing, additional info may be needed**
Intergovernmental Agreement with South Central Planning and Development Commison	7/2/2024				Reso 2024-46	Executed
Interlocal PBC 6 cent local tax	2/4/2025	8/31/2025			Reso 2025-13	Executed
ITID Interlocal	8/6/2024				Reso 2024-59	Executed
Johnson Davis	1-Nov-22	7-May-23	8-May-23	7-May-24	Boynton Beach Piggyback - Lox Groves Resolution # 2022-75	
Johnson Davis, Culvert Bid	4/1/2025				Reso 2025-23	
Keshavarz, Engenuity,	1/10/2023	1/9/2026				
Kiel Tree Service	########	9/30/2027			approved by council 11.12.24, Reso 2024-77	
Kiel Tree Service	3/5/2024				Tree Removal $62,500: Reso 2024-11	Executed
Land Research Management	10/1/2022	9/30/2025				
Leaseing 2	1/9/2024	12/26/2026			Aspen, Reso 2024-01	Executed
LMS Strtegy Plan	2/4/2025				Reso 2025-11	Executed
Murray Logan Construction	12-Jan-21	10-Jan-25			Wellington piggyback; village renewed through Jan 2025 - Lox Groves Resolution # 2021-03 fully executed Janaury 19, 2021	
Murray Logan Construction	3/5/2024	9/30/2024			RipRap; Reso 2024--10	Executed
Newman Tractor (SANY)	6-Aug-24	14-Apr-27			Sourcewell Contract # 011723; Resolution # 2024-53 - Implementation date based on approved resolution; date for sourcewell contract is date of final signature - can be renewed for 1 year upon the request of coursewell and written agreement by supplier	
Odums Sod	4-Jun-24	10-Apr-25			3 additional (1) year renewals available Reso 2024-32	
Orange Clean	7-Aug-24	7-Aug-25			1 year contract with the option for renewal upon mutual agreement of both parties; town and contractor	
Palm Beach Aggregates	1-Aug-23	31-Jul-25			(2) additional renewals available	
Palm Beach Gardens misc. Public works contract: *D.S. Eakin; Flying Scot; Hinterland; Johnson-Davis; JW Cheatham; Saffold Paving; Waypoint Contracting*	2/4/2025	6/30/2027			approved by council February 4, 2025 - Resolution # 2025-10	Fully Executed contracts provided to contractors
PBC Interlocal	5/7/2024	7/20/2029			Interoperable Radio Communications; Reso 2024-30	Executed
PBSO 7th Addendum	6/4/2024	10/1/2025 (9/30/2027)			Reso 2024-34	Executed
Priority Towing	30-Jun-23	30-Jun-26			Resolution # 2023-49; 3 year contract; 2 additional (1) year renewals available; town manager is authorized to approve an amendment to this agreement to extend term	
Ron Book	8/6/2024	9/30/2025			Reso 2024-57	Executed
Royal Auction Group	10/3/2023	5/1/2026				
Slugget	10/1/2024	2/28/2025				
Slugget	3/1/2025	3/1/2026				
Solid Waste Collection	7/2/2024	9/30/2025			Reso 2024-43	Executed
Solid Waste Collection	9/3/2024	9/30/2025			Reso 2024-64	Executed
Solid Waste Collection	10/1/2024	9/30/2026			Reso 2024-74	Executed
Sourcewell Rental Equipment Contract #040924-URI	12/3/2024	6/11/2028			Reso 2024-87	Executed

Southeast Highway Guardrail and Attenuators	4-Jun-24				May be renewed subject to town council approval - elizabeth revewing because term date is incorrect	
Southeast Highway Guardrail and Attenuators	6/4/2024	4/17/2026			Reso 2024-33	Executed
State of Florida DEM Mutual Aid Agreement	5/7/2024				Reso 2024-26	Executed
Stefen and Sons (Wellington piggyback)	6/4/2024	4/11/2025			Strippng: Reso 2024-31	Executed
Supervisor of Elections	1/7/2025	12/31/2025			Reso 2025-03	Executed
Support for Extention of one-cent sales surtax		12/31/2026				
United Rental	6-Jun-23	27-Aug-24	Not renewed on our end - sourecewell renewal date is 11-June-28 New contract # 040924	11-Jun-28	Current sourcewell contract # 062320-URI(expired); Resolution # 2023-42 - implementation date based on approved resolution, date for sourewell contract is date of final signature. - Can be renewed up to 3 additional (1) year extensions upon the request of sourcewell and written agreement by supplier	Sent to attorney (Elizabeth) for resolution / SENT TO CLERK FOR AGENDA 11.14.24 - **approved by concil**
WBI	2/6/2024				Canal Bank Stabilization - Collecting Canal / Pursuant to Bid: Reso 2024-09	Executed
Wynn & Sons	1/25/2025	3/13/2026			Approved by council 1.7.25 Reso 2025-2	Fully Executed contracts provided to contractor

Town of Loxahatchee Groves

Quarterly Grant Activity Report

Reporting Period: October 1, 2024– March 31, 2025

Prepared by: Town Manager's Office

Date Submitted: April 16, 2025

I. Overview

This report summarizes grant-related activities for the first two quarters of 2025, including applications submitted, awards received, pending notifications, and upcoming deadlines.

II. Grants Applied For (Q1/Q2 2025)

Grant Name	Agency	Purpose	Amount Requested	Submission Date	Status	Estimated Award Date
Transportation Alternatives Program	Palm Beach TPA	Okeechobee Blvd. Multi-Use Trail Project	$1,200,000	03/01/2025	Under Review	06/30/2025
Resilient Florida Infrastructure Grant	FL DEP	Canal Bank Stabilization & Flood Mitigation	$650,000	02/15/2025	Under Review	05/31/2025
Rural Infrastructure Fund (RIF)	FL Dept. of Economic Opportunity	Southern Corridor Gateway Infrastructure	$375,000	01/25/2025	Incomplete – Resubmitting	N/A
Recreational Trails Program	Fl DEP	F Road Trail and Crossing	$370,000	2/26/2025	Under Review	5/31/2025
Milton Cat B	FEMA	Milton Reimbursement	Unknown at this time	10/24/2024	Ongoing	N/A

Milton Cat A	FEMA	Milton Reimbursement	Unknown at this time	10/24/2024	Ongoing	N/A
Milton Cat D	FEMA	Repair damaged areas from Milton to like same or mitigate	Unknown at this time	10/24/24	Ongoing	N/A
Florida League of Cities – Safety Grant	FLC	Reimbursement for safety initiatives up to $5,000		3/11/2025	Q2 awarded	ongoing
HMGP Stormwater Masterplan Application	FDEM	Stormwater Master Plan	242,000	3/31/2025	Under review	

III. Grants Awarded (Q1/Q2 2025)

Grant Name	Agency	Purpose	Amount Awarded	Award Date	Match Requirement
Community Tree Grant	FL Forest Service	Education	$7,500.00	11/12/2024	n/a
Florida League of Cities – Safety Grant	FLC	Safety practices	$2,023.00 so far	4/9/2025	n/a

IV. Pending Notifications

Grant Name	Agency	Expected Notification Date	Notes
Transportation Alternatives Program	Palm Beach TPA	06/30/2025	High priority – aligned with Council Resolution

Resilient Florida Infrastructure Grant	FL DEP	05/31/2025	Application aligned with 5-year stormwater CIP

V. Upcoming Grant Opportunities

Grant Name	Agency	Purpose	Deadline	Recommended Action
Small Cities CDBG (Planning)	FL Dept. of Commerce	Capital improvement planning & studies	04/30/2025	Recommend submitting drainage inventory
FEMA BRIC Pre-Application	FEMA	Mitigation – permanent generator funding	05/15/2025	Coordinate with consultant to prepare LOI

VI. Grant Calendar Snapshot

Month	Milestones
April	CDBG Planning Grant due 4/30; Tree maintenance compliance report due to FFS
May	FEMA BRIC LOI due 5/15; DEP Infrastructure Award decisions expected
June	TA Grant award notice expected 6/30; FRDAP application window closes 6/10

VII. Summary

• Total Requested this Quarter: $2,225,000

• Total Awarded this Quarter: $120,000

• Match Commitments: Primarily in-kind services and previously budgeted funds

• Key Priorities for Next Quarter:

- • Submit additional infrastructure and drainage projects
- • Formalize tree mitigation partnerships
- • Coordinate letters of support for FEMA and CDBG applications

Town of Loxahatchee Groves

Quarterly Human Resources Activity Report

Reporting Period: January 1 – March 31, 2025

Prepared by: Town Manager's Office / HR Coordinator

Date Submitted: April 16, 2025

I. Overview

This quarterly HR report summarizes personnel actions, recruitment efforts, training and development, employee benefits, and policy updates. The information reflects activity from October 1, 2024 to March 31, 2025. Temp?part time positions filled to compensate for vacant positions and increased workloads. Additional budget positions in code are moving from part time to full time depending on budget amendment and additional temp to FT permit tech (which is funded by building permit revenues) also depends on budget amendment. The employment letters for each of these positions state that they are dependent on budget amendment as well as inclusion in the upcoming budget for FY 26.

II. Staffing Snapshot

Category	Adopted FY25 Budget	As of Dec 31, 2024	As of Mar 31, 2025* (April 18th)	Change
Full-Time Employees	20	18	21	+1
Part-Time / Temp Employees	6	8	9	+1
Vacant Positions	2	2	-1	-3
Contracted Positions	1	1	1	0

III. Recruitment & Hiring Activity

Position	Status	Posting Date	Hire Date	Notes
Public Works Operator II	Filled	10/01/2024	10/31/2024	Promoted from within
Event Coordinator	Filled (Temp)	N/A	October	Brought on to coordinate VA parade and other events
Temporary Clerk/Project assistance	Filled (Temp)	N/A	12/17/2024	Rehired event planner from earlier in year
Public Service Worker II	Filled	Ongoing	1/13/2025	

General Service Worker	Filled	Ongoing	1/7/2025	
Temporary Public Works help	Filled (Temp)	N/A	1/21/2025	Hired as part time scanner position – moved to Pubic Works
Administrative Assistant	In Process	03/15/2025	TBD	
Community Standards Manager	Filled	N/A	4/2/2025*	Pending direction based on upcoming budget
Planning/Permit Technician	Filled	3/15/2025	4/3/2025*	Promoted temporary position to full time
Temporary Clerk Assistance	Filled (Temp)	N/A	4/3/2025*	Minutes
Code Officer	Filled	3/15/2025	5/6/2025*	Full time Code officer

*See note above with respect to budget amendment required and direction/inclusion in FY 26 budget

IV. Training & Development

Training Topic	Date	Participants	Provider	Notes
Wellness Bingo/ HR Manual overview	10/23.2024	All Employees	Gehring Group/Internal Document	
Stress Less Campaign/ Holiday Luncheon	December	All Employees	Gehring Group	
Open Enrollment	12/4/2024	All Employees	Gehering Group	Insurance Presentation
Sexual Harassment Prevention	12/16/2025	Public Works	League of Cities Webinar	
Surveillance Awareness	1/16/25	All Employees	Online FEMA training	
Effective Communication in Emergencies	2/20/2025		Online FEMA training	Heart Health information from Gehring Group as well
Tractor Safety	2/13/2025	Public Works	FLC	
Fleet Safety	03/13/2025	Pubic Works	FLC	
Active Shooter Awareness	3/20/2025	All Employee	Online FEMA Training	

V. Employee Benefits & Administration

• Open Enrollment: Completed December 12th, 2024 – all eligible employees enrolled. No changes to provider.

• Workers' Comp: 0 reportable incidents this quarter.

• Health Insurance Participation Rate: 100% of full-time staff enrolled (except Town Manager for whom insurance is not funded).

VI. Performance & Compliance

Activity	Q1 / Q2 Update
Annual Evaluations	100% completed by March 31
Disciplinary Actions	0 formal actions taken

VII. Projects in Progress (Q3 Outlook)

• onboarding of 3 new employees

- Continued advertising for Executive Assistant/Legal Secretary
- Setting up one on one meetings with each employee for mid-year check in
- Potential upcoming trainings this quarter: Storm Prep and Huricane Response and Stop the Bleed from Florida League of Cities

VIII. Summary

The first two quarters focused on hiring stabilization and staff trainings.

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

AGENDA MEMO

Agenda Item #

TO: **Town Council of Town of Loxahatchee Groves**

FROM: **Francine Ramaglia, Town Manager**

DATE: **May 6, 2025**

SUBJECT: **IT Quarterly Report**

Background:

Overview

During Q1 2025, the IT Department focused on infrastructure updates, onboarding support, and enhancements to both hardware and digital resources. These efforts were aimed at improving system performance, ensuring smooth onboarding for new staff, strengthening compliance training, and supporting department-specific needs.

Key Activities and Accomplishments

1. Computer Upgrades

- Upgraded [5] computers to ensure compatibility with the latest software and security requirements.
- Replaced outdated hardware in key departments to improve performance and reliability.
- Conducted data backups and software reinstallation to ensure minimal disruption during upgrades.

2. New Employee Workstation Setup

- Set up workstations for [4] new employees across departments.
- Configured user accounts, installed necessary software, and ensured access to network resources (email, shared drives, printers).
- Provided onboarding tech support and walkthroughs on internal systems.

3. Scanner Setup for Building Plans

- Installed and configured a high-resolution scanner to support digitization of architectural and engineering building plans.
- Integrated the scanner with a shared network location for streamlined access and storage.
- Conducted user training for relevant staff on scanning and file management processes.

Ongoing/Upcoming Initiatives (Q2 2025)

- **Chamber Camera Upgrades**
  Begin evaluating options for new video camera equipment in the council chambers to support higher quality streaming and recording. This includes researching camera features, placement logistics, and integration with existing AV infrastructure.
- **Windows 11 Migration**
  Initiate a department-wide audit to ensure all devices are on track to migrate to Windows 11, as Windows 10 will reach end-of-life in October 2025. This includes identifying any hardware incompatibilities and scheduling phased upgrades.
- **Inventory and Cybersecurity Review**
  Continue refining IT inventory tracking methods and explore additional cybersecurity measures in alignment with best practices and compliance standards.

4/16/2025

Palm Beach County Fire Rescue

Loxahatchee Groves

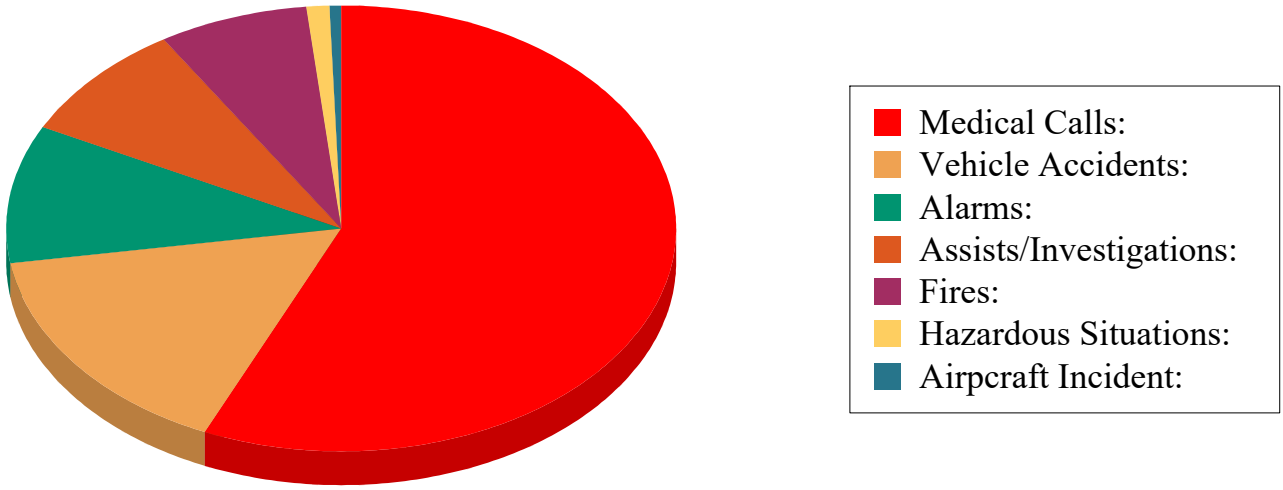
01/01/2025 to 04/15/2025

Average Response Times	Disp Hand	Turnout	Travel	Resp Time
Emergency Calls:	0:00:54	0:00:44	0:06:19	0:07:57

Type - Situation Dispatched	# of Incidents	%
Medical Calls:	103	56.59%
Vehicle Accidents:	29	15.93%
Alarms:	18	9.89%
Assists/Investigations:	16	8.79%
Fires:	13	7.14%
Hazardous Situations:	2	1.10%
Airpcraft Incident:	1	0.55%
Total	**182**	**100.00%**

Calls by Situation Dispatched

Loxahatchee Groves



PBSO District 17
The Town of Loxahatchee Groves
Quarterly Report: January - March 2025

Calls for Service Summary

Data Source: Motorola Premier 1
(Omit Miscellaneous Calls)

Calls for Service	Monthly
Business / Residence Checks (Self-Initiated)	3,154
Traffic Stops (Self-Initiated)	444
Calls for Service (Excluding 1050's & 1061's)	589
All CAD Calls – Total	**4,187**

Note: Premier 1 is a dynamic system. Meaning that numbers can change from what was previously reported in the event there is a location or call type re-classification/ modification.

During the months of January-March, there were **4,187** generated calls within the district and **86%** of these calls were self-initiated.

Case Summary

Crimes	Monthly
Homicide	0
Robbery	0
Sexual Assault	0
Shooting	1
Stabbing	0
Burglary Business	1
Burglary Construction	1
Burglary Residential	0
Burglary Vehicle	1
Larceny	7
Stolen Vehicles	1
Stolen Vehicle Recoveries	0
Vandalism	3
Fire (Arson only)	0
Total	**15**

Shooting:

REPORT #	DATE REPORTED	TIME REPORTED	NEIGHBORHOOD/ BUSINESS	NOTATION
25025690	1/17/2025	10:28	Loxahatchee Groves	Shooting into an occupied dwelling. A bullet entered the residence through the rear window and penetrated an interior wall. No injuries. Complainant advised there is a range near the residence. No CCTV/Witnesses. TOT VCD.

Burglary Business:

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	NEIGHBORHOOD/ BUSINESS	NOTATION
25041217	3/10/2025	3/7/2025 17:00	3/10/2025 5:20	Brightview Landscape Services	Landscaping equipment taken from a business trailer. Complainant reported that a business truck was also stolen which was later found abandoned in Miami Dade area, undamaged. Complainant stated that after reviewing the CCTV he believes a former employee is responsible.

Burglary Construction:

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	NEIGHBORHOOD/ BUSINESS	NOTATION
25036915	2/24/2025	2/20/2025 12:30	2/24/2025 7:15	Loxahatchee Groves	Complainant reported securing two ladders with a chain and lock, but upon returning both ladders, the chain and the lock were missing. It was also confirmed that a bike lock used to secure other equipment was cut the day prior. No CCTV/ Witnesses.

Burglary Vehicle:

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	NEIGHBORHOOD/ BUSINESS	NOTATION
25030766	2/03/2025	2/03/2025 18:00	2/03/2025 19:00	Loxahatchee Groves Commons	Complainant's vehicle rear window was smashed. CCTV captured the suspect using a car scissor jack to break the window. Suspect fled when the vehicle's alarm activated. Nothing taken. Pending for additional CCTV.

Larceny:

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	NEIGHBORHOOD/ BUSINESS	NOTATION
25022240	1/05/2025	1/03/2025 0:01	1/03/2025 0:01	Loxahatchee Groves	Package taken from the complainant's property. CCTV captured an unknown person wearing a hoodie on an electric scooter riding off with the package.
25022760	1/07/2025	1/05/2025 0:00	1/07/2025 12:30	Loxahatchee Groves	Decal taken from tag, unknown when it occurred.
25025650	1/17/2025	1/16/2025 17:30	1/17/2025 7:15	Southern Lawns	Generator and welding machines taken from building. No CCTV.

REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	NEIGHBORHOOD/ BUSINESS	NOTATION
25032504	2/09/2025	2/09/2025 13:00	2/09/2025 14:00	Sanjai Tienda Latina	Cell phone taken from the store counter. CCTV captured incident. Update 2/13/25: Victim stated that he received his phone back and no longer wished to prosecute.
25032984	2/10/2025	2/10/2025 14:00	2/10/2025 22:30	Palms West Plaza	Bike theft taken from the plaza parking lot. Pending CCTV review.
25042906	3/15/2025	3/11/2025 17:00	3/13/2025 6:30	Loxahatchee Groves	Jewelry theft. Complainant believes the thief(s) gained entry to the residence using the door passcode.
25047662	3/31/2025	3/31/2025 12:00	3/31/2025 13:00	Loxahatchee Groves	Complainant reported that an employee has been stealing approx. $300 of diesel per day from his business. GPS data showed the truck driving to a truck yard in Loxahatchee Groves, even though the driver had no reason to go there. Complainant believes this is where the suspect is storing the stolen fuel. Complainant refused to prosecute.

Stolen Vehicle:

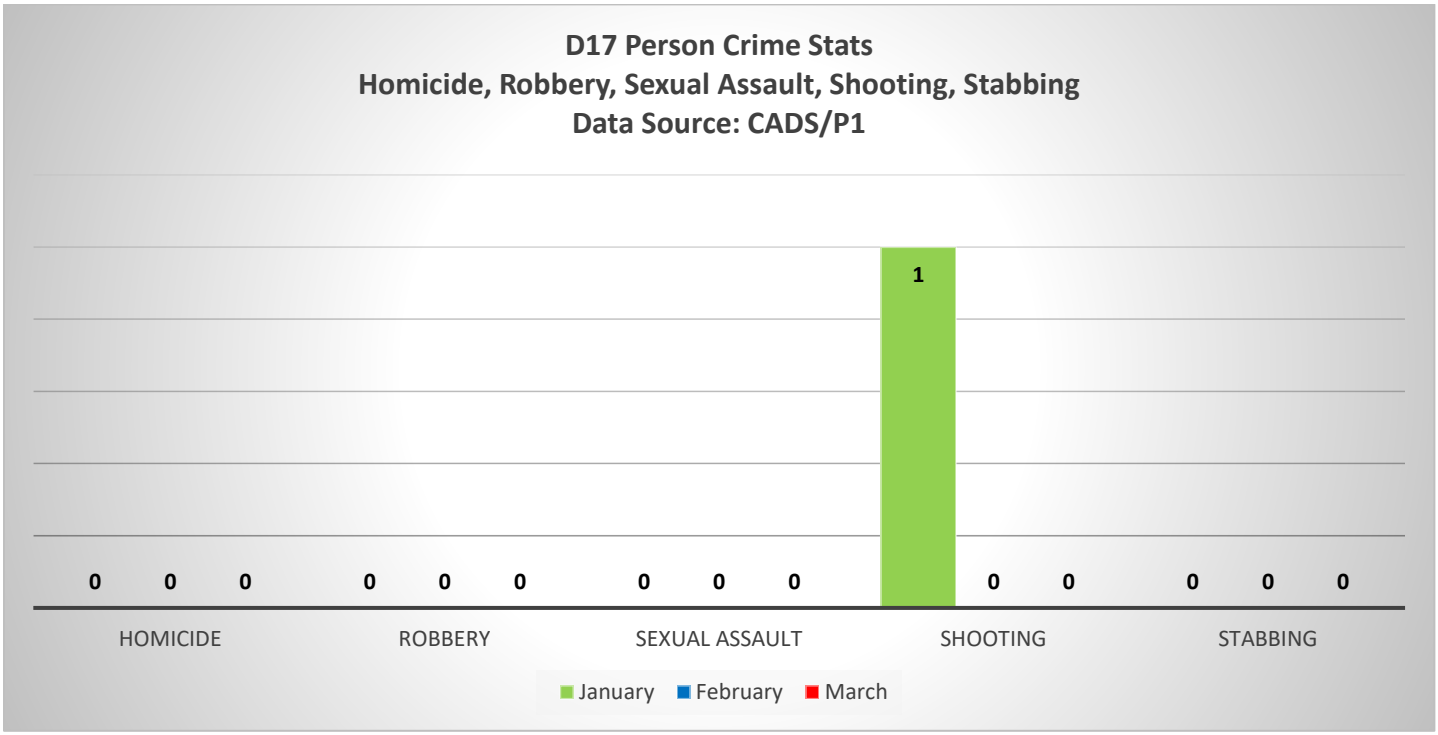
REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	NEIGHBORHOOD/ BUSINESS	NOTATION
25039282	3/03/2025	2/22/2025 0:00	3/03/2025 19:45	Loxahatchee Groves	**2022 White Nissan Sentra FL #RENX25:** Rental vehicle not returned. Spruce Pine PD (NC) recovered the vehicle and arrested the suspect. Vehicle was stored at PAPAS Towing.

Vandalism:

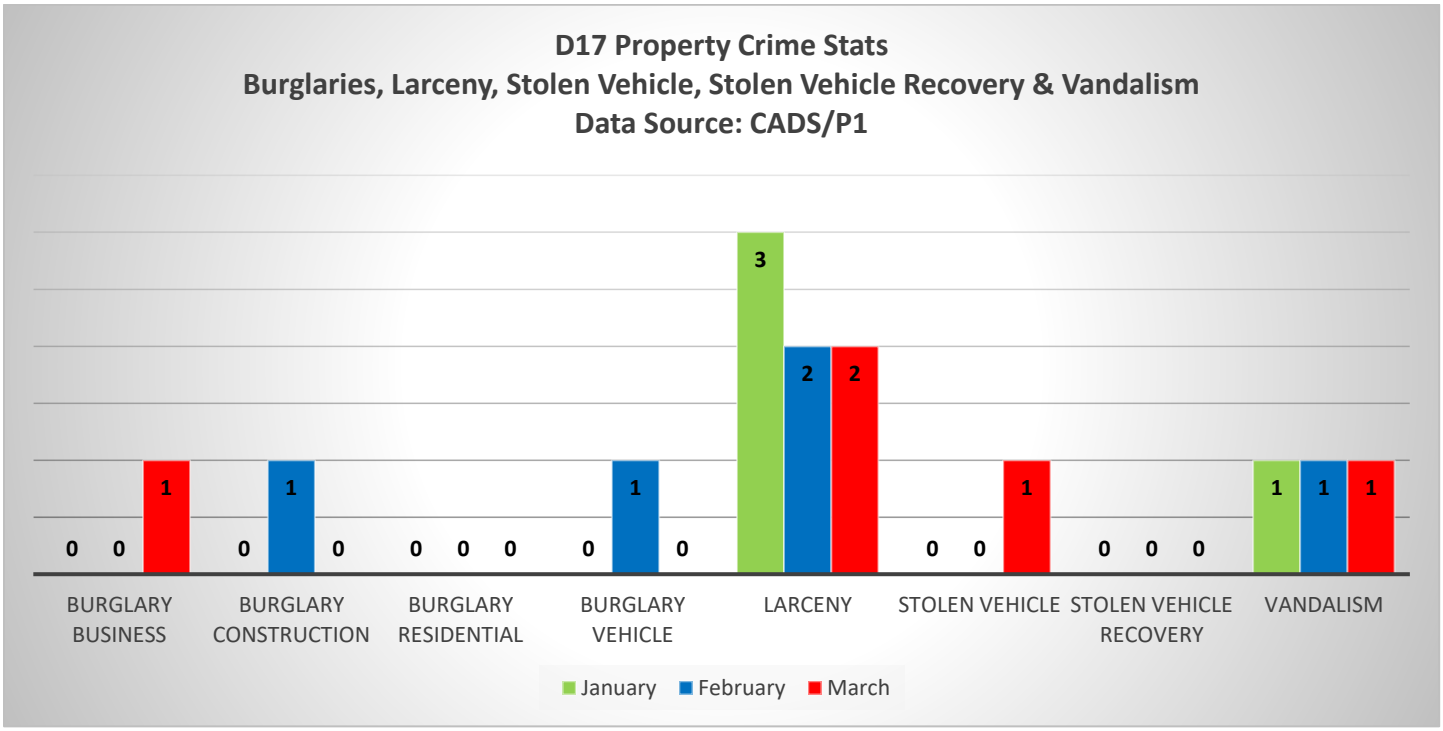
REPORT #	DATE REPORTED	DATE/TIME FROM	DATE/TIME TO	NEIGHBORHOOD/ BUSINESS	NOTATION
25027310	1/23/2025	1/23/2025 7:37	1/23/2025 7:37	Loxahatchee Groves	Damage to the residence's sliding glass door. Refusal to prosecute.
25034870	2/17/2025	2/16/2025 22:00	2/17/2025 2:00	Loxahatchee Groves	Truck's tail light and (2) windows were shattered. Victim believes his ex-girlfriend is responsible. Pending CCTV review. Update 2/19/25: Victim stated that the other party had paid for the damages and that he no longer wished to prosecute.
25046881	3/28/2025	3/20/2025 17:00	3/27/2025 17:00	Loxahatchee Groves	Damage to the front door and window of a vacant home. Nothing taken.

Person & Property Crime Stats Comparison: Jan - Mar 2025

Person Crime



Property Crime



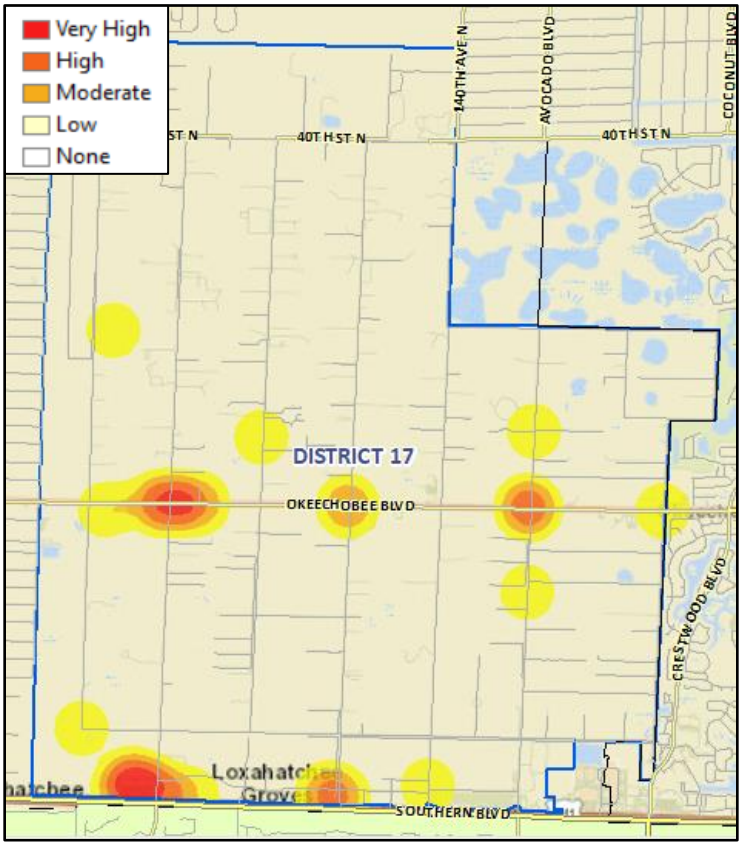
Traffic Summary

Data Source: Premier 1/ TraCS

Signal Code	Signal Description	Count
3's	Hit & Run	4
4's	Motor Vehicle Crash	26
5V	Vehicle Homicide	0
Total		**30**

Traffic Activity	Monthly
Citations	205
Written Warnings	288
Total	**493**

Traffic Crashes Hot Spot Map



Top Accident Locations - Case Number Incidents

Location	Case Number Count
15475 Southern Blvd	2
15625 Southern Blvd	2
15731 Southern Blvd	2
Okeechobee Blvd / B Rd	2
Okeechobee Blvd / F Rd	2
Okeechobee Blvd / Jewel Ln	2

15845 Southern Boulevard, Loxahatchee, FL 33470
All CAD Incidents (excluding 10-61s)

Data Source: Motorola Premier 1

Incident Type	Incident Count
911 Hang-up	2
Alarm Government	6
Alarm Misc/Municipality	1
Information	1
Suspicious Person	1
Vehicle Stop	1
Total	**12**

There was (1) case for the months of January - March 2025.

Note: P1 is a dynamic system. Meaning that numbers can change from what was previously reported in the event there is a location or call type re-classification/modification.

Southern Blvd and B Rd - Publix Plaza
All CAD Incidents excluding self–initiated calls

Data Source: Crimeview Dashboard

Incident Type	Incident Count
911 Hangup	8
Alarm	1
Alarm Hold Up/Panic	1
Alarm Misc/Municipality	1
Animal Call	1
Burglary Vehicle	1
Civil Matter	1
Conduct Investigation	3
Drunk Pedestrian	1
Information	1
Man Down/Sick Person	2
Motor Vehicle Crash	5
Motor Vehicle Crash With Injuries	1
Noise	1
Serving Civil Process	1
Shoplifting	2
Shoplifting In Progress	1
Special Detail	2
Suspicious Incident	1
Suspicious Person	1
Suspicious Vehicle	2
Welfare Check	1
Total	**39**

Publix Plaza Incidents Map



TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

MEMO

TO: **TOWN COUNCIL**

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

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

DATE: **April 15, 2025**

SUBJECT: **QUARTERLY REPORT – January 2025 – April 2025**

A. **Development Applications:** The following applications have been submitted and are currently in the Development Review process:
   - **444/556 B Road LUPA –** A land use plan amendment application to amend the future land use from Rural Residential (1 du/5 ac) to Commercial Low-Office. Last submission by applicant was in the spring 2024.
   - **Piquet Sports –** Various land development applications in process to address long-standing non-compliance issues identified on the property - including map and text amendment to comprehensive plan, text amendment to land development code, rezoning, and site plan. Preliminary coordination with applicant to review draft materials. Formal submission anticipated Summer 2025.
   - **The Paddock RV Resort –** Various land development applications to permit an RV resort along C Road, north of Southern Boulevard. Application is in final review stages and will be presented at an upcoming PZB and Council meetings.
   - **Brightview Site Plan Amendment –** Application submitted as result of a code enforcement case. Modifications on site require review and approval by the Town Planning and Zoning Board and Town Council. Application has not been resubmitted for review.
   - **Panda Express Site Plan –** Application for site plan approval in Groves at Town Center. First round of review. Application submitted March 2025.

B. **Public Hearings:** The following applications were processed for public hearings before the Planning and Zoning Board and Town Council:
   - **Groves at Town Center and Hotel** - A comprehensive plan text amendment to revise the Special Policy located in the adopted Comprehensive Plan; a Master Plan

Amendment; and two site plans for a proposed Hotel and Public Park. Planning and Zoning Board meetings were held in July and August 2024. A Council meeting was held in December to consider the comprehensive plan text amendment. The ordinance passed on first reading and was transmitted to the State as required. Subsequent second readings and approval of the site plan were conducted in February 2025.

C. Pre-Application Meetings: The following pre-application items are anticipated to be submitted for review through the Development Review Meeting process, in the upcoming quarter:

- Kids Cancer Foundation – site plan approval for 14148 Okeechobee.
- Automotive Site along Southern Blvd – site plan approval. PCN: 41-41-43-17-01-808-0070
- Medical Plaza – modifications to parking and signage proposed in anticipation of national tenant. 13475 Southern Blvd.
- *NOTE: Continue to receive several inquiries to locate commercial recreation and commercial uses south of Collecting Canal Blvd. (various parcels).*

D. Town Initiated Items: The following Town-initiated items were drafted for future review by the Town Council:

- Revisions to commercial zoning districts.
- Building height ordinance.

E. **Permitting:** Continue to provide site development and building permit review staffing.

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

QUARTERLY REPORT: January – March 2025

Town Planning Consultant
Jim Fleischmann

A. **Planner on Call Telephone and Email Responses:** LRM activities are now principally in response to Administration and staff calls and emails for information inquiries generated by owners, buyers, real estate agents, and consultants..

Topics with several inquiries included: Vegetation Removal Permits; Zoning District Permitted Uses; Requests for a meeting on a property or issue; Lot combinations/splits;/address assignment; Application Approvals/Requirements; and Sign Permits

B. **Fee-Based Applications: 14** Clearing Exemption – **2;** Clearing Waiver – **0** Clearing Exemption and Waiver – 2 **Lot** Combination/Split – **4** Address Assignment – **2;** Zoning Confirmation Response – **3** Administrative Site Plan approval – **0;** Sign Permit – **1** Temporary Event **– 0.**

C. **Cost Recovery Vegetation Removal Permits:** Brightview; Solar Sports Phase III; RV Resort; Piquet/Paintball; 15171 Williams Drive; Public information requests.

D. **Planner on Call Projects/Meetings:** Manager, Project Coordinator, Attorney, Code Enforcement Directed, and Council Meeting Agenda Items. Preparation of unrecorded and recorded plat reference book; Prepare final EAR documents; Preparation of project approval files; **46.5 hours (**$125/hr.)**.**

E. **ULDC Update/Révision:** Article 87 (Végétation Removal) : **8.5 hours (**$125/hr.)

F. **Private Sector Cost Recovery Projects** $150/hr.)**:** GTC Hotel/Town Center; Paddock Park RV Resort; Brightview Applications; First Holiness /Sign Permit.

G. **Subcontractor Payments:** Palm Beach Maps and Graphs, per Manager request; Ecotone Services (Arborist Services for Code Cases and Site Inspections; and signs to be posted for public meetings ($7,407.00)

Public Works Quarterly Report for the First Quarter 2025

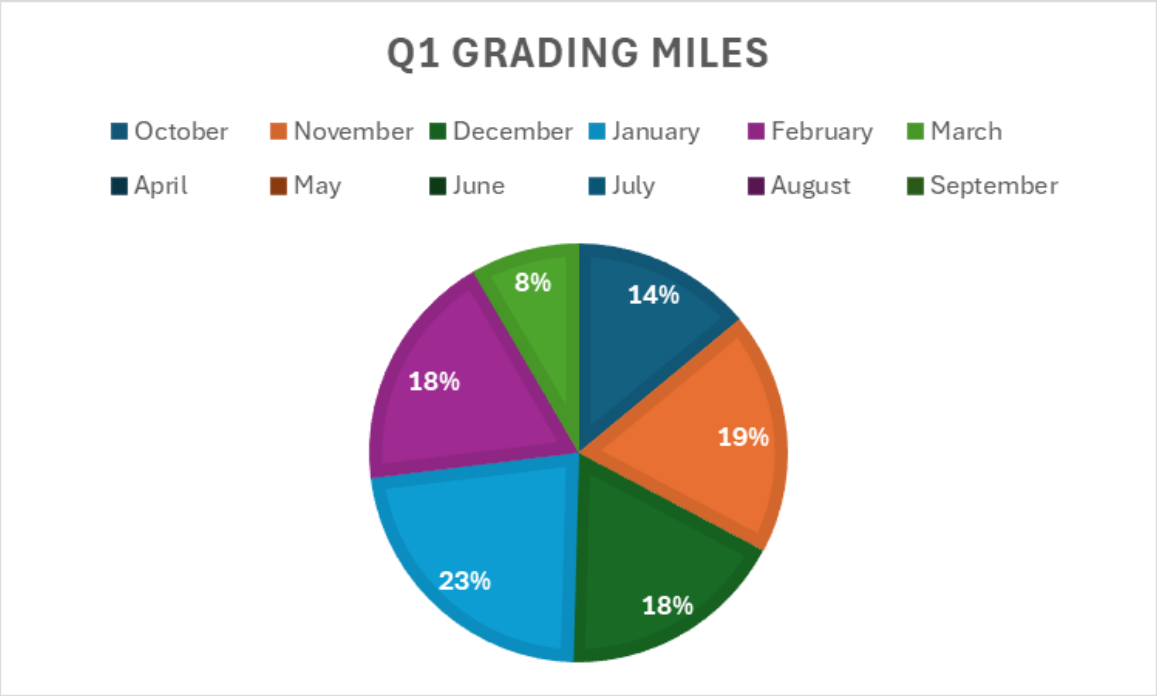
Richard Gallant CDM – Public Works Director
Craig Lower – Public Works Superintendent

The Public Works Department is responsible for maintaining safe, quality roadways and drainage infrastructure for residents and visitors who live, work and travel throughout the Town. The purpose of this report is to highlight the projects and maintenance conducted throughout the Town during the first quarter of 2025. The department's responsibilities encompass performing all needed repairs & maintenance related to roadway system including right-of-way/easement mowing, tree trimming, (excluding privately owned roads), traffic control, bridges, drainage system & structures, and responding to emergencies in order to keep the roadways and drainage infrastructure safe and operational. Additionally, the Public Works Department is responsible for the emergency management function of the town including overseeing storm related debris removal and recovery functions. The Public Works Department relies on our vendors to provide products and cooperation and patience from the residents during construction projects. Public Works staff would like to acknowledge those residents who were affected by our work to improve the drainage and transportation needs of the Town.

Grading:

In order to ensure the road grading frequency is in line with the needs of the residents, Public Works management has modified the grading schedule to ensure all of the roads are graded a minimum of twice a month. The grading miles to date and schedules for the second quarter appear below.

Town of Loxahatchee Groves Public Works Grading Report 2025 (in miles)											
October	November	December	January	February	March	April	May	June	July	August	September
54.851	73.752	69.379	88.817	73.043	32.772						
197.982			194.632			0.000			0.000		



April 2025

March '25

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

May '25

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	1 GRADING ZONE 1 ROADS BI-WEEKLY	2 GRADING ZONE 6 ROADS BI-MONTHLY	3 GRADING ZONE 2 ROADS BI-MONTHLY	4 GRADING ZONE 1 ROADS BI-WEEKLY	5
6	7	8 GRADING ZONE 1 ROADS BI-WEEKLY	9 GRADING ZONE 3 ROADS BI-MONTHLY	10 GRADING ZONE 4 ROADS BI-MONTHLY	11 GRADING ZONE 1 ROADS BI-WEEKLY	12
13	14	15 GRADING ZONE 1 ROADS BI-WEEKLY	16 GRADING ZONE 5 ROADS BI-MONTHLY	17 GRADING ZONE 6 ROADS BI-MONTHLY	18 GRADING ZONE 1 ROADS BI-WEEKLY	19
20	21	22 GRADING ZONE 1 ROADS BI-WEEKLY	23 GRADING ZONE 2 ROADS BI-MONTHLY	24 GRADING ZONE 3 ROADS BI-MONTHLY	25 GRADING ZONE 1 ROADS BI-WEEKLY	26
27	28	29 GRADING ZONE 1 ROADS BI-WEEKLY	30 GRADING ZONE 4 ROADS BI-MONTHLY	1 GRADING ZONE 5 ROADS BI-MONTHLY	2 GRADING ZONE 1 ROADS BI-WEEKLY	3
4	5	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				

1. Collecting Canal - A Rd - B Rd - E Rd (N) - G West - G East - 25th - Lower North - Folsum TOTAL 5.16 Miles
2. 40th St N - 42nd St N - 44th St N - 40 St N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr - 148th Terr N TOTAL 4.76 Miles
3. Morrow Ct - W B Rd - 17th Rd N - 24th Cir N (C) - 24th Ct N (C) - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N (C) - 131 Terr N - Hyde Park Rd - Rackley Rd TOTAL 4.01 Miles
4. 11th Terr - 21st Rd N - 25th Pl N (D) - 34th Pl N - Bunny Ln - W D Rd - 11th Terr N (D) - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N (F) - 24th Ct N (E) 30th Ct N - Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 3.63 Miles
5. 22nd Rd N (E) - 23rd Ct N (E) - 24th Ct N (E) - 35th Pl N - Biddix Rd - Kazee Rd - March Cir - Ian Tr TOTAL 1.77 Miles
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.09 Miles

May 2025

April '25

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

June '25

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29 GRADING ZONE 1 ROADS BI-WEEKLY	30 GRADING ZONE 4 ROADS BI-MONTHLY	1 GRADING ZONE 5 ROADS BI-MONTHLY	2 GRADING ZONE 1 ROADS BI-WEEKLY	3
4	5	6 GRADING ZONE 1 ROADS BI-WEEKLY	7 GRADING ZONE 6 ROADS BI-MONTHLY	8 GRADING ZONE 2 ROADS BI-MONTHLY	9 GRADING ZONE 1 ROADS BI-WEEKLY	10
11	12	13 GRADING ZONE 1 ROADS BI-WEEKLY	14 GRADING ZONE 3 ROADS BI-MONTHLY	15 GRADING ZONE 4 ROADS BI-MONTHLY	16 GRADING ZONE 1 ROADS BI-WEEKLY	17
18	19	20 GRADING ZONE 1 ROADS BI-WEEKLY	21 GRADING ZONE 5 ROADS BI-MONTHLY	22 GRADING ZONE 6 ROADS BI-MONTHLY	23 GRADING ZONE 1 ROADS BI-WEEKLY	24
25	26 Memorial Day	27 GRADING ZONE 1 ROADS BI-WEEKLY	28 GRADING ZONE 2 ROADS BI-MONTHLY	29 GRADING ZONE 3 ROADS BI-MONTHLY	30 GRADING ZONE 1 ROADS BI-WEEKLY	31
1	2	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				

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June 2025

May '25

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

July '25

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

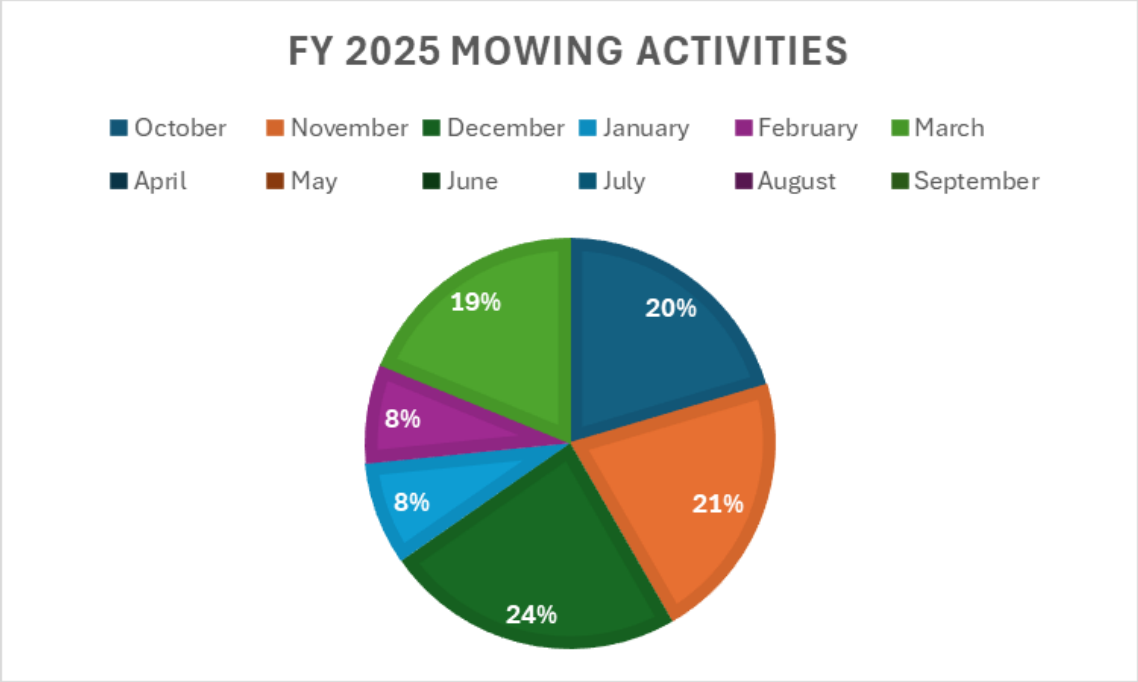
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 GRADING ZONE 1 ROADS BI-WEEKLY	4 GRADING ZONE 4 ROADS BI-MONTHLY	5 GRADING ZONE 5 ROADS BI-MONTHLY	6 GRADING ZONE 1 ROADS BI-WEEKLY	7
8	9	10 GRADING ZONE 1 ROADS BI-WEEKLY	11 GRADING ZONE 6 ROADS BI-MONTHLY	12 GRADING ZONE 2 ROADS BI-MONTHLY	13 GRADING ZONE 1 ROADS BI-WEEKLY	14
15	16	17 GRADING ZONE 1 ROADS BI-WEEKLY	18 GRADING ZONE 3 ROADS BI-MONTHLY	19 GRADING ZONE 4 ROADS BI-MONTHLY	20 GRADING ZONE 1 ROADS BI-WEEKLY	21
22	23	24 GRADING ZONE 1 ROADS BI-WEEKLY	25 GRADING ZONE 5 ROADS BI-MONTHLY	26 GRADING ZONE 6 ROADS BI-MONTHLY	27 GRADING ZONE 1 ROADS BI-WEEKLY	28
29	30	1 GRADING ZONE 1 ROADS BI-WEEKLY	2 GRADING ZONE 2 ROADS BI-MONTHLY	3 GRADING ZONE 3 ROADS BI-MONTHLY	4 GRADING ZONE 1 ROADS BI-WEEKLY	5
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Mowing activities on Town roads and canal banks

The mowing crew has adopted a methodology to mowing to ensure all of the parts of Town that they are responsible for is completed before moving to a different section. This methodology includes beginning on the A Rd canal and working across the Town based on staffing. The use of this methodology has increased efficiency and improved the appearance of the Town canals and swales. During the winter months, due to slow growth of native materials, mowing is reduced to concentrate on backlogged items throughout the Town.

Town of Loxahatchee Groves Public Works Mowing Report 2025 (in miles)											
October	November	December	January	February	March	April	May	June	July	August	September
129.65	135.15	150.02	51.40	49.65	119.23						
414.82			220.28			0.00			0.00		



Canal, Swale, and Culvert Maintenance

Following the completion of the FY24 paving project, staff installed the necessary components to facilitate a multiuse path on the North side of Gruber Ln and E Citrus Dr. This work involved brining in material from off site, shaping the swales to facilitate adequate water flow, and install sod to reinforce the area. This work will allow users to safely traverse from C Rd to D Rd on Gruber Ln and E Rd to F Rd and the Loxahatchee Groves Park area on E Citrus.

The reforming of the swales on Hyde Park Rd between 958 and 1102 Hyde Park Dr continues and includes installing driveway culverts under the affected driveways. The removal of the exotic noxious trees is complete around the Hyde Park Pond. The debris along the connector canal between Hyde Park Pond and F Rd Canal is complete and the area is currently being shaped. Staff is completing the swale work for this area and upon completion the sod will be installed. Staff will be holding a meeting with the residents prior to replanting the pond area to ensure they are satisfied with the replanting plan. It is managements intent to be completed with this project by May.

Roads Repairs:

The Public Works Department continues to monitor the conditions of the existing pavement and will repair the asphalt as needed. Staff employed the use of a contractor to repair a section of 161st Terr N that was damage by a careless driver dragging their trailer across the asphalt. Additionally, the intersection of North Rd and 145th Ave N was removed and replaced to eliminate the damage caused by the traffic in the area. The road and swale in the 2700 block of C Rd was removed and repaired following damage caused by a crane the almost entered the canal. This repair was paid for by the drivers insurance.

Solid Waste:

There were 40 total complaints to Coastal between January 1, 2025, thru March 31, 2025. Of the 40 complaints, eight were a general service complaints, three container issues, 16 missed pickup, and 13 from yard waste tags. All of the yard waste complaints were due to resident piles being larger than the permitted 6 cubic yards. The missed pickup complaints were resolved within 24 hours. The three container issues were from the result of missing recycling containers that needed to be replaced. They were delivered to the residents. None of the complaints resulted in a contract violation and therefore not fines were accessed. The table below outlines the amount of vegetation removed from the Town since the start of the fiscal year.

RESIDENTIAL CREDIT BY TONNAGE	
SCHEDULE OF ADJUSTMENTS	
2024/2025	**VEG TONS**
TOTAL VEG	**3,085.69**
OCTOBER 2024	71.97
NOVEMBER 2024	100.61
DECEMBER 2024	190.01
JANUARY 2025	232.45
FEBRUARY 2025	245.45
MARCH 2025 (Credit if Applicable)	244.50
APRIL 2025 (Credit if Applicable)	
MAY 2025 (Credit if Applicable)	
JUNE 2025 (Credit if Applicable)	
JULY 2025 (Credit if Applicable)	
AUGUST 2025 (Credit if Applicable)	
SEPTEMBER 2025 (Credit if Applicable)	
BALANCE REMAINING	2,000.70

Public Works management is currently planning for the 2025 Town of Loxahatchee Groves Vegetation Amnesty Days in preparation for hurricane season. Tentatively, the week of May 12th staff will mail an amnesty letter to all residents outlining the scope of the amnesty days. The tentative dates for the amnesty days are June 14, 2025 and July 19, 2025, both Saturdays. These dates are tentative and subject to change.

Facility Maintenance

The Public Works Department has procured cameras for the Town Hall facility that are to be installed upon obtaining a contractor. Other work conducted at Town Hall include evaluating the building for the presence of mold and determining whether any remediation that needs to take place in the future. Staff are also conducting heat load testing on the facility in our evaluation on the imbalance of the air conditioning units and determining the best course of action to improve the efficiency of the building.

Capital Improvements

FY 24 Paving Plan: The FY 24 paving plan is complete. All road sections that are to be paved are complete and have been inspected. All of the legally required signs have been installed and the multiuse trails that were planned have been completed. There is drainage work remaining and we are working with a contractor to complete this work to allow staff to work on other projects.

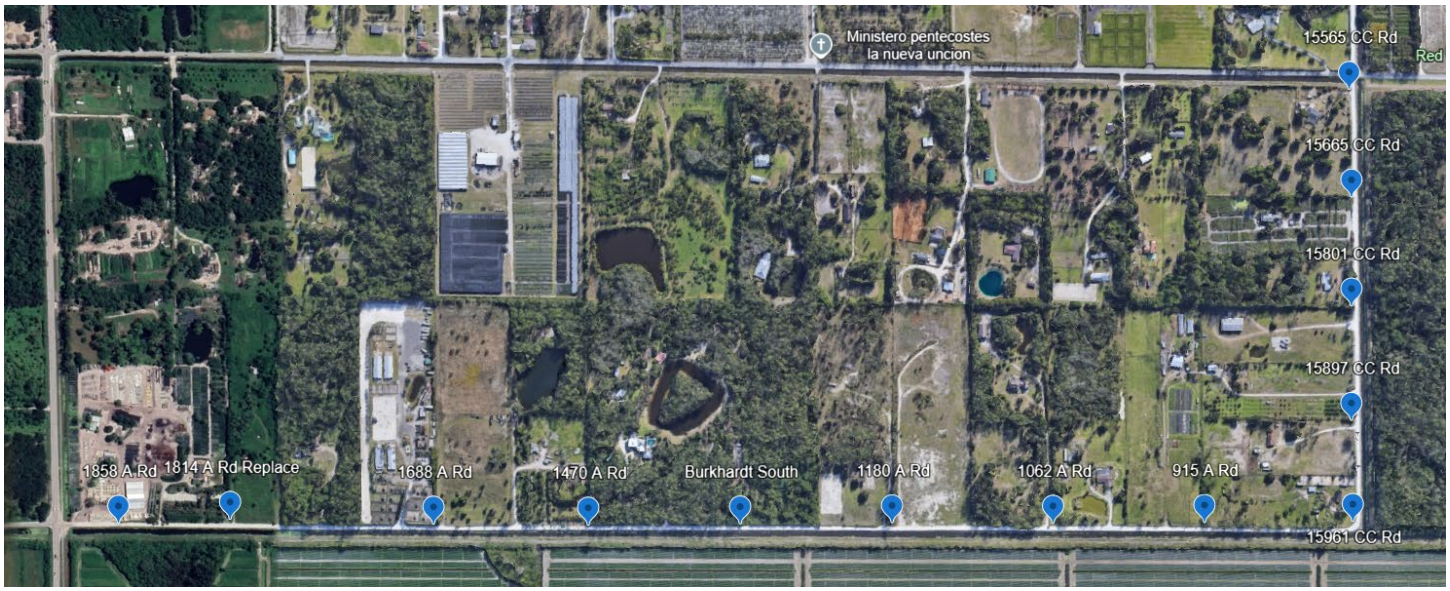
FY 25 Paving Plan: Paving A Rd. from Collecting Canal Rd. to North Rd. This project will also include all of the gap sections that were excluded in the FY23 paving project. Notices have been sent out to the residents regarding the easements and community meeting was held to discuss the project. This project will commence in stages. The first stage is to obtain the easements for the project. Staff is still working on obtaining all of the required easements. At this time nine of the required easements have been obtained. As residents are contacted, individual meetings are set up for them to discuss the project and complete the easement process. Upon completion of the Hyde Park project, the A Canal will be reinforced and adjusted. It is our plan to begin the installation of the catch basins and culverts under A Rd after the vegetation is removed for the

drainage to be installed. A price has been obtained from the contractor to complete this work and the task order will be executed. Once the road is completely prepped, it will then be paved. This project is scheduled to commence toward the middle of the third quarter.

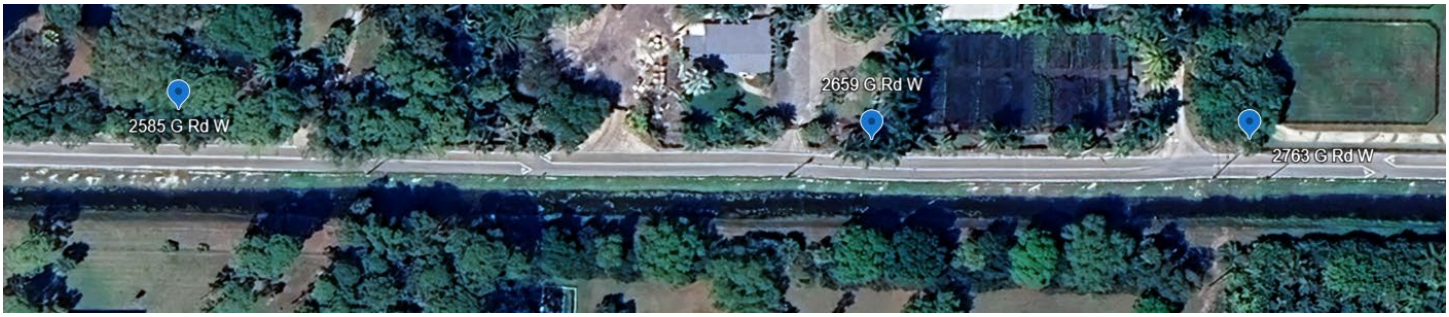
FY25 Culvert Replacement: The Town has awarded the FY25 culvert replacement and continuing contract to Huurr Homes headquartered in Broward County. The Notice to Proceed has been issued and the preconstruction meeting held. The contractor has submitted all the planned submittals which have been approved. All work associated with the first four work orders is set to commence on or about May 15, 2025. A Notice will be sent to all property owners will be sent the week of April 28, 2025 as the project will require the closure of F Rd/Collecting Canal/6th Ct N for approximately a month and require temporary closure Folsom Rd and 25th St N. The contractor will begin the project once the culvert pipe delivery dates are confirmed.

The scope of the project is to include Work Order 1 – F Rd and Collecting Canal, Work Order 2 – Kerry Ln and F Rd Work Order 3 – Folsom Rd and 25th Place North, and Work Order 4 – Bunny Ln and D Rd. The scope of the project also includes a continuing contract to allow the town to award replacement of culvert under $300,000 for the period on the bid document without having to go through the bid process again.

The contractor has submitted Task Order 1 associated with the installation of 13 catch basins and culverts along A Rd and Collecting Canal Rd. The Task Order includes all of the catch basins and culverts required for the FY25 Paving Project.



The contractor is working on submitting Task Order 2 associated with the first 18 catch basins that need to be installed as part of the FY23 and FY24 paving projects that were not installed after the culverts were installed under the previous administration. The images below illustrate where those catch basins are to be installed.






15409 CC Rd
15045 CC Rd
14717 CC Rd
14599 CC Rd
14439 CC Rd
14281 CC Rd
14165 CC Rd
Clover Plant Nursery


13839 CC Rd
W of Quail on CC Rd
13252 CC Rd
12955 CC Rd
12873 CC Rd

TOWN OF LOXAHATCHEE GROVES CAPITAL PLAN					
Description		Status	Budgeted Amount	Encumbered	Expected Completion
Road Paving Plan ***(overlay program)***					
A South	1.25 miles	Obtaining Easements	$363,688.00		August 2025*
Collect Canal	3.25 miles	Obtaining Easements	$145,475.00		August 2025*
E North (gap)	0.25 miles	Obtaining Easements	$72,738.00		August 2025*
Folsom (gap)	0.25 miles	Obtaining Easements	$72,738.00		August 2025*
West 25 Street (gap)	0.15 miles	Obtaining Easements	$43,643.00		August 2025*
G west (gap)	0.1 miles	Obtaining Easements	$29,095.00		August 2025*
			$727,377.00		
Road Rock Plan ***(rebuilding of road beds)***					
Collect Canal	3.25 miles	Obtaining Easements	$12,000.00		July 2025*
A South	1.25 miles	Obtaining Easements	$75,000.00		July 2025*
			$87,000.00		
Stormwater/Roadway Drainage Improvements					
Specific Maintenance Projects					
Pump House (including instrumentation and controls)		Obtaining Quotes	$10,000.00		TBD
Gate Repairs at 'A'		Obtaining Quotes	$10,000.00		TBD
Gate Repairs at 'Folsom'		Obtaining Quotes	$15,000.00		TBD
			$35,000.00		
Swales & Culverts					
Swales, Catch Basins and Other Control Structures		Under Review	$350,000.00	$85,823.90	July 2025
South E and Citrus Drainage System (Without tree removal)		In Design	$25,000.00		TBD
Tangerine and Citrus Drainage System (Without tree removal)		In Design	$25,000.00		TBD
Miscellaneous culvert failures/emergency repairs (5-7 culverts)			$240,000.00		
			$640,000.00		
Specific Culvert Locations					
F Rd + Collecting Canal Culvert		NTP Issued	$436,000.00	$258,858.00	July 2025
Kerry Ln Culvert Bridge		NTP Issued	$140,000.00	$92,038.40	July 2025
Folsom and 25th Culvert Bridge		NTP Issued	$80,000.00	$149,562.40	July 2025
Bunny Ln Culvert Bridge		NTP Issued	$140,000.00	$74,781.20	July 2025
			$796,000.00	$575,240.00	
Repair and Maintenance Canals					
Canal Bank Stabilization		On Schedule	$200,000.00		July 2025
			$200,000.00		
Trails System					
Connectivity improvements and trail maintenance/upgrades to ensure safety and usefulness of the Town trails system.					
North Road Trail		Signs Ordered	$20,000.00		June 2025
			$20,000.00		
Replacement of Public Works Building		Under Review	$10,000.00		TBD
*** Dates are based on obtaining ALL easements**					

Emergency Management

The Public Works Director, who also serves as the Director of Emergency Management, has completed the updates of the Town of Loxahatchee Groves Emergency Management Plan for 2025 season. Some of the updates include the addition of a more expansive glossary section and including all disaster types. Additionally, the addition of position descriptions to assist staff in defining the responsibility of the various positions outlined in the incident command structure. Utilizing the best management practices outlined in various FEMA documentation, the Director will continue to utilize a concise chain of command to allow for a smoother response to incidents that may occur in the Town.

Community Engagement

During the first quarter of 2025 the Public Works Director has worked with residents, contractors, and engineers to solve various problems brought to his attention. Many of the inquiries were in regards to projects discussed at council meetings or items discovered on social media sites. This quarter there were no complaints about the water levels, flood risks, but most were regarding paving projects and the work being done on Hyde Park. During that same period, the Public Works Superintendent and staff engaged with the community clarifying work at project sites and assisting residents with issues as they arose.

Staffing

The Public Works Department is currently staffed by 12 full time and 1 part time employees. There are no open positions at this time; the list of positions are listed below:

- 1 – Director of Public Works
- 1 – Superintendent of Public Works
- 1 – Public Works Coordinator

- 3 – Public Service Worker III
- 4 – Public Service Worker II
- 3 - Public Service Worker I

Crews are divided into three teams. 1. Ground Maintenance and Mowing, 2. Drainage Improvements, Road Stabilization, and Grading, and 3. Canal Bank Stabilization, Drainage, and Waterway Enhancements.

Ground Maintenance is responsible for mowing all canal banks and right of way paths and equestrian paths. This crew continues to be responsible for trimming and grubbing areas of the town that impede equipment, equestrian, or vehicle traffic throughout the Town. A portion of their responsibility is to assist in the maintenance of equipment and inventory of rolling assets as well as consumable items used by Public Works staff. This team will also begin clearing the neighborhood drainage ditches to improve water flow and aid in preventing flooding.

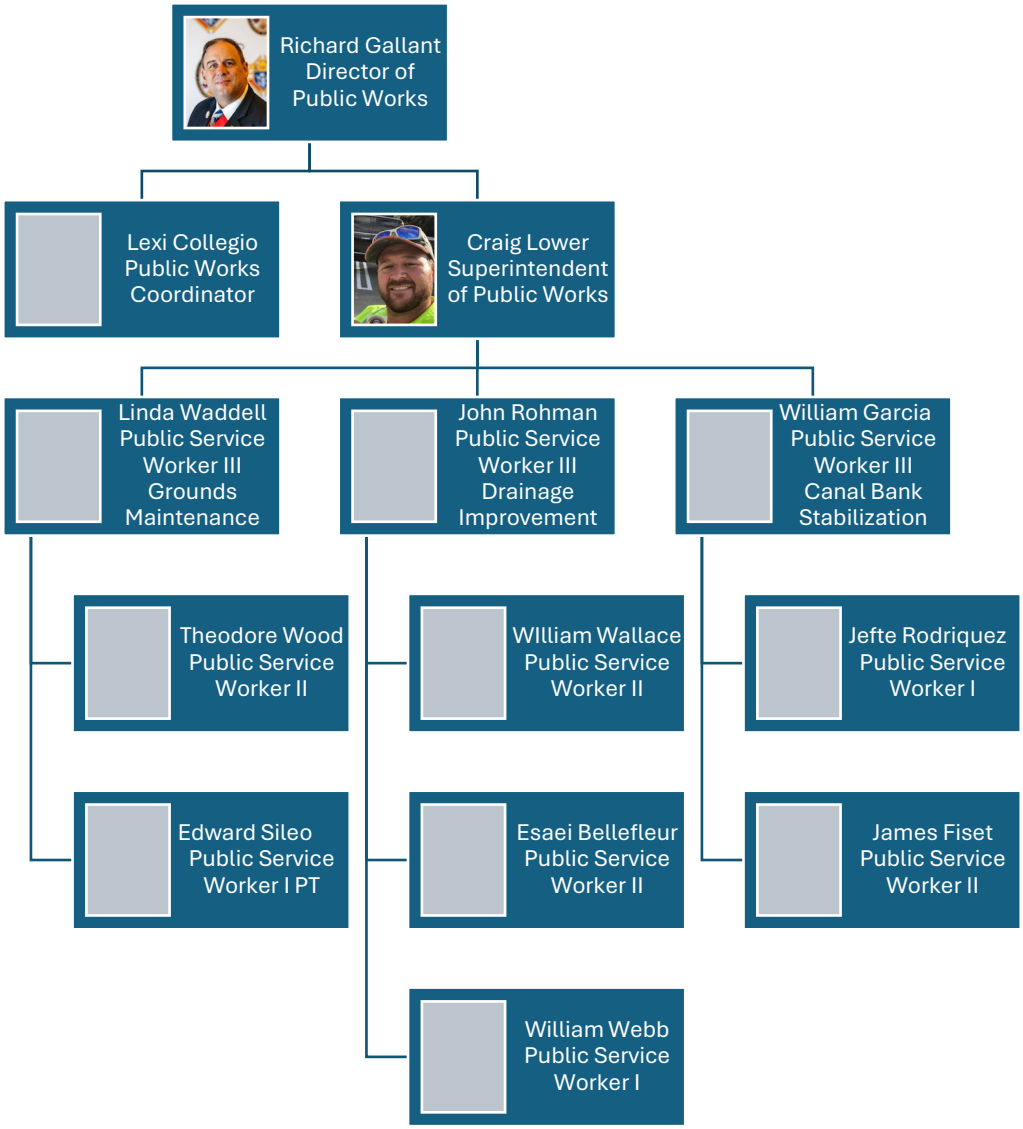
The Drainage Improvement, Road Stabilization, and Grading team is responsible for the maintenance and installation of culverts throughout the Town. They are further responsible for the removal of sediment in the drainage system. This team also responds to drainage structure issues and necessitates any repairs and maintenance to those structures. The crew is further responsible for the timely grading of all unpaved roads in the Town. They are responsible for advising supervision of potential failures and areas where added material is required. Once scheduled by supervision, and is charged with the application of the material to increase the stabilization of the road.

The Canal Bank Stabilization, Drainage, and Waterway Enhancements crew is responsible for the upkeep and maintenance of the canal banks. They are to identify failures and expedite repairs to those failures. A portion of their responsibility is to inspect the canal banks in an attempt to

proactively identify failures before they become a wash out.

The Director of Public Works is responsible for all of the components of the department and aided by the Superintendent of Public Works who is responsible for the individual crews. The Director and Superintendent work closely to establish priorities considering the health, welfare, and safety of the residents and visitors first. Public Works also employees a Public Works Coordinator who assists the Director and Superintendent with the administrative functions of the department.

Other initiatives the Public Works Director has been working on include continually evaluating the Emergency Management Plan as the Emergency Management Director. Additionally, training has been identified for all staff in varying degrees to enhance their abilities during an emergency. It is planned that all of these training be completed prior to the start of hurricane season in June. The training of public works staff on safety items as well as proper operation and maintenance of the equipment is used by the department.



Staff Training and Development

Public Works management continues to evaluate the talents of our staff and how the Town can enhance those talents to improve the abilities of that staff. Weekly safety meetings continue to be held to discuss pending field issues and the concerns of the staff. At this meeting, a safety topic is discussed and covered to provide knowledge to the public works staff with the objective in reducing injuries on the job. Management is evaluating a CDL program to encourage employees to obtain their CDL to better serve the town and expand the resources available to drive the

Towns larger equipment. Our suppliers are being tapped to provide training on the use of our equipment from the manufacturers. Preventive maintenance training from the manufacturers is being put in place.

The Public Works Superintendent recently attended the Certified District Manager class offered by the Florida Association of Special Districts and the Public Works Project Coordinator was sent to the Certified District Administrator class in January of 2025 as well as the FEMA Flood Plain Class.

Human Resources has put together a program for all employees that will include wellness, ergonomics, drug free workplace, ethics, as well as others. Safety related topics include Hazard Communication, Heat Stress, Personal Protective Equipment, Trenching and Excavation, Slips, Trips, and Falls, and Equipment Spotter Training.

Equipment Mileage or Hours:

The water pump operated a total of 166.5 hours during the first quarter of 2025. The water pump currently has 2573.5 hours on it.

During that time Public Works consumed 2,306.4 gallons of Off-Road Diesel, 308.1 gallons of Ultra Low Sulfur Diesel, and 427 gallons of 87 Octane Unleaded Fuel.

In April the Public Works Department sent two vehicles to Royal Auction to be sold. The revenue generated will be used to pay for the 2017 Ford F-250 recently acquired from the Palm Beach County Thrift Store auction to replace the 2006 Ford F250 which has exceeded it useful life.

Fuel Consumption

Town of Loxahatchee Groves Fuel Consumption			
	Diesel Dyed	Diesel Clear	Unleaded (87 Octane)
October	1055	289	160
November	350		171
December	792	120	
January	362.1		
February	785		
March	1159.3	308.1	427
April			
May			
June			
July			
August			
September			
Total	**4503.4**	**717.1**	**758**

Vehicle List

Town of Loxahatchee Groves Vehicle and Rolling Equipment Inventory					
Vehicle Number	Vehicle Year	Vehicle Make	Vehicle Model		Total Hours
0510	2006	Ford	F250	Utility Truck	389
0710	2007	John Deere	5325	Bush Hog Tractor	0
1110	2011	Ford	F450	Utility	202
1111	2011	Ford	F250	Ext Cab	881
1201	2012	Felling	FT-20-2 LP	Trailer	N/A
1311	2013	John Deere	220D W	Excavator	17.3
1411	2014	John Deere	5055E	Bush hog	188
1412	2014	New Holland	L225	Loader	3048
1510	2015	John Deere	XUV855D	XUV	385
1511	2015	Ford	F250	Single	600
1512	2015	John Deere	D105	Lawn Tractor	0.2
1513	2015	Scag	SH61V-25KVD	K1B00179	0
1610	2016	Ford	F250	Crew Cab	259
1611	2016	Ford	Explorer	SUV	1647
1710	2017	Ford	Escape	SUV	1146
1711	2017	Ford	F250	Ext Cab	78516
1810	2018	Triple Crown	5 x 10	Trailer	N/A
1910	2019	John Deere	5075E	Box Blade	50.3
2110	2021	Kubota	M6S111D	Tractor	75
2210	2022	Caterpillar	450		117
2211	2022	John Deere	620G	Grader	253
2212	2022	Novae, LLC	Duel Axle	Trailer	N/A
2301	2023	Evergreen	Aspen	Tractor	139
2401	2024	SANY	SY60C	Excavator	114
2501	2025	Freightliner	Truck	Dump Truck	673
		Water Pump			166.5

Culvert and Catch Basin Replacement List

Culverts & Catch Basin to Replace/Install											
Location/Refernce	Pipe Cost	Mobilization	Associated Labor & Costs	Restoration Materials	Catch Basin Cost	Total	Bid Amount	Status	Size	Length	Summary
F Rd & Collecting Canal	$198,000.00	$9,100.00	$33,500.00	$195,710.00		$436,310.00	$258,858.00	NTP Issued	96"/72"/24"	60'	Replace due to imminent failure
958 Hyde Pak Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00		$6,745.20		Installed By Staff	18"	40'	Failing pipe, North side of pond
958 Hyde Pak Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00		$6,745.20		Installed By Staff	18"	40'	Failing pipe, East side of pond
3974 161st TER N	$1,031.20	$2,000.00	$2,530.00	$1,184.00		$6,745.20		Installed By Staff	18"	40'	Damage pipe, replace before paving
2749 A Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$8,847.20		Task Order 3	18"	40'	Install pipe for road drainage, under Lakeside Dr
14702 North Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$8,847.20		Task Order 3	18"	40'	Install pipe for road drainage, under 147th ave
3975 147th AVE N	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$8,847.20		Task Order 3	18"	40'	Install pipe for road drainage, under North Rd
1584 F Rd & Casey Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00		$6,745.20		Not Required	18"	40'	Replace pipe for canal drainage
Kerry LN & F Rd	$60,000.00	$6,000.00	$8,530.00	$53,800.00		$128,330.00	$92,038.40	NTP Issued	96"	40'	Culvert Replacement Plan
1225 D Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00		$6,745.20		Completed	18"	40'	Pipe needs to be redirected
13556 North Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00		$6,745.20		Task Order 3	18"	40'	install pipe for road drainage, under North Rd
15410 North Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00		$6,745.20		Task Order 3	18"	40'	FPL Damaged pipe
Bunny Ln & D Rd	$60,000.00	$6,000.00	$8,530.00	$53,800.00		$128,330.00	$74,781.20	NTP Issued	96"	40'	Culvert Replacement Plan
25th Pl N & D Rd	$40,000.00	$6,000.00	$8,530.00	$53,800.00		$108,330.00		FY26	72"	40'	Culvert Replacement Plan
W B Rd North of Okeechobee	$40,000.00	$6,000.00	$8,530.00	$53,800.00		$108,330.00		FY26	72"	40'	Culvert Replacement Plan
South E, 1222 E Rd	$1,702.80	$2,000.00	$2,530.00	$1,184.00		$7,416.80		Task Order 3	24"	40'	Pipe was installed to high, needs to be dropped 12"
South E, 1222 E Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00		$6,745.20		Task Order 3	18"	40'	Pipe was covered when the road widened
North B, 15405 Fortner Dr	$1,031.20	$2,000.00	$2,530.00	$1,184.00		$6,745.20		Staff to Complete	18"	40'	Pipe was covered when the road widened
1531 W C Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00		$6,745.20		Staff to Complete	18"	40'	Pipe is to short going into canal, south side of property
15030 Timberlane Pl	$1,031.20	$2,000.00	$2,530.00	$1,184.00		$6,745.20		Staff to Complete	18"	40'	Pipe is to short going into canal, south side of property
G Rd W & North Rd	$4,902.80	$2,000.00	$2,530.00	$1,184.00		$10,616.80		FY26	48"	40'	Replace pipe for canal drainage
100 Temple Dr	$1,031.20	$2,000.00	$2,530.00	$1,184.00		$6,745.20		Task Order 3	18"	40'	Replace pipe for canal drainage
125 Temple Dr	$1,031.20	$2,000.00	$2,530.00	$1,184.00		$6,745.20		Task Order 3	18"	40'	Replace pipe for canal drainage
Folsom Rd & 25th St N	$7,353.00	$2,000.00	$8,530.00	$1,184.00		$19,067.00	$149,562.40	NTP Issued	48"	60'	Culvert Replacement Plan
14659 Collecting Canal Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00		$5,714.00		Completed	18"	40'	Repair and Extend pipe that buried from paving project
12873 Collecting Canal Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
12955 Collecting Canal Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
13252 Collecting Canal Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
14165 Collecting Canal Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
14281 Collecting Canal Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
14439 Collecting Canal Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
14599 Collecting Canal Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
14717 Collecting Canal Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
15045 Collecting Canal Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
15409 Collecting Canal Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
3057 E Rd N	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00		Easement Issue	18"	40'	Install Catch Basin for FY23 paving
3123 E Rd N	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00		Easement Issue	18"	40'	Install Catch Basin for FY23 paving
3255 E Rd N	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
3509 E Rd N	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00		Easement Issue	18"	40'	Install Catch Basin for FY23 paving
3635 E Rd N	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
3701 E Rd N	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
3766 E Rd N	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00		Easement Issue	18"	40'	Install Catch Basin for FY23 paving
2365 Folsom Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00		Easement Issue	18"	40'	Install Catch Basin for FY23 paving
2585 G Rd W	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
2659 G Rd W	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
2763 G Rd W	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
13038 North Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00		Easement Issue	18"	40'	Install Catch Basin for FY23 paving
15565 CC Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00	$7,802.17	Task Order 1	18"	40'	Install Catch Basin and Culvert FY25 paving
15665 CC Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00	$7,802.17	Task Order 1	18"	40'	Install Catch Basin and Culvert FY25 paving
15801 CC Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00	$7,802.17	Task Order 1	18"	40'	Install Catch Basin and Culvert FY25 paving
15897 CC Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00	$7,802.17	Task Order 1	18"	40'	Install Catch Basin and Culvert FY25 paving
15961 CC Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00	$7,802.17	Task Order 1	18"	40'	Install Catch Basin and Culvert FY25 paving
915 A Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00	$7,802.17	Task Order 1	18"	40'	Install Catch Basin and Culvert FY25 paving
1062 A Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00	$7,802.17	Task Order 1	18"	40'	Install Catch Basin and Culvert FY25 paving
1180 A Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00	$7,802.17	Task Order 1	18"	40'	Install Catch Basin and Culvert FY25 paving
1470 A Rd South	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00	$7,802.17	Task Order 1	18"	40'	Install Catch Basin and Culvert FY25 paving
1470 A Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00	$7,802.17	Task Order 1	18"	40'	Install Catch Basin and Culvert FY25 paving
1688 S Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00	$7,802.17	Task Order 1	18"	40'	Install Catch Basin and Culvert FY25 paving
1814 A Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00	$7,802.17	Task Order 1	18"	40'	Install Catch Basin and Culvert FY25 paving
1858 A Rd	$1,031.20	$2,000.00	$2,530.00	$1,184.00	$2,102.00	$7,816.00	$7,802.17	Task Order 1	18"	40'	Install Catch Basin and Culvert FY25 paving
Total	$465,581.00	$143,100.00	$212,770.00	$476,030.00	$79,876.00	$1,340,233.80	$676,668.21				

Future Plans and Priorities

At this time the Public Works Director and other staff are developing an evaluation of the Towns complete infrastructure. The purpose is to deliver a comprehensive list to the Town Council and residents on the expansive work that needs to be completed to ensure adequate drainage of properties and streets in the Town as well as a road map of the future capital improvements that will be required over the next 10 years. The gravity of the work required to bring this town to a point that items can be maintained in not completely understood by some. The intent of this project is to bring clarity to all of the residents of the Town. Over the past year staff has worked on replacing all of the legally enforceable signs located throughout the Town. Staff has installed over 50 stop signs, and 30 speed limit signs with the forecast to install another 50 stop signs, and other legally enforceable signs. Included in our upcoming sign campaign if to install or replace the Horse Right of Way signs, updated school zone sign, as well as other directional and trail signage throughout the town as our budget allows.

Additional work forecast over the next quarter includes the completion of the Hyde Park rehabilitation project and moving to A Rd and Collecting Canal Rd to begin the reinforcement of the canal banks as part of the canal bank stabilization project.

Crews will continue to remove exotic debris from the canal banks to facilitate travel along the canal banks for pedestrian and equestrian traffic.

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

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

April 17, 2025

VIA ELECTRONIC MAIL ONLY
Town Council
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

RE: Quarterly Report 2024-2025 Q2

Dear Town Council:

In the 2024-2025 fiscal year, our office continued our representation of the Town as Town Attorney. In this capacity, in the second quarter of the fiscal year, we provided over 831 hours of legal work to the Town, generally comprised of the activities below.

- Attended:
  - 3 Town Council meetings
  - 2 Advisory Board meetings
  - 1 Code Enforcement Special Magistrate Hearings
  - 29 Meetings with Council Members, staff, and residents

- Drafted/Reviewed for legal sufficiency, approximately:
  - 17 Resolutions
  - 14 Ordinances
  - 8 Agenda Items/Supplemental staff reports
  - 36 Contracts
  - 16 Code Enforcement cases (including appeals, lien searches and releases)
  - 22 Development matters (including pre-application matters)
  - 4 Policies and Procedures
  - 3 Forms (including application, permit, and code enforcement related forms)
  - 1 Notices

- 1 Easement
- 1 Presentation
- 1 Litigation

- Counseled regarding:
  - Ethics matters, personnel matters, assessments, nonconformities, declarations of emergency, amendments to the District's Water Control Plan, review various matters for the water control district, elections, advertising requirements, Special District requirements, business impact statements, quorum and voting requirements, fireworks, business tax receipts, public records requests, conservation easement enforcement, permits, business tax receipts, agricultural exemptions, annexation, code enforcement, foreclosure, annual audit response livestock waste, level of service.

If you have any questions regarding the services provided to the Town by our office as Town Attorney, please contact me at 561-686-8700.

Sincerely,



Glen J. Torcivia

QUARTERLY REPORT

OFFICE OF THE TOWN CLERK

JANUARY 01, 2025 - MARCH 31, 2025

The Office of the Town Clerk has remained focused during this reporting period on enhancing municipal transparency, addressing operational backlogs, improving public accessibility to records, and fostering community and intergovernmental engagement. Several key initiatives were undertaken to support the Town Council, Town staff, advisory boards and committees, and the residents of Loxahatchee Groves.

One of the major priorities during the January to March 2025 period has been the completion of backlogged meeting minutes. These minutes, dating from March to August 2024, represent a critical component of the Town's official record. To support the timely documentation and approval of these records, the Clerk's Office hired a temporary minutes transcriptionist to assist with transcription services of backlogged meeting minutes. This service allowed the Town Clerk staff to prioritize other projects while ensuring that the backlog was completed with accuracy and attention to detail.

Significant strides were made in public accessibility and awareness through the development and launch of a new informational webpage under the Town Clerk section of the Town's website. This updated feature includes a comprehensive list of proclamations approved by the Town Council, now directly linked to the Town's online calendar. This enhancement allows residents to stay informed about ceremonial recognitions, observances, and important Town dates in real time.

On the records management front, the Clerk's Office advanced its efforts by nearing completion of contract negotiations for the implementation of Laserfiche Records Management Services. This modern digital solution will serve as the Town's primary system for document storage and retention, significantly enhancing efficiency, internal workflows, and compliance with Florida's public records retention requirements.

Operational support and coordination also remained central to our mission. The Clerk's Office worked closely with staff to establish a tentative meeting schedule for all active advisory committees, including the Agritourism Committee, Finance Advisory and Audit Committee (FAAC), Unified Land

Development Code Committee (ULDC), Roadways, Equestrian Trails and Greenway Advisory Committee (RETGAC), and the Planning and Zoning Board. The purpose of updating these board schedules was to allow for proper planning by board members and staff for agenda items, ensuring that meetings are properly advertised according to the meeting noticing requirements. Additionally, an updated and accurate Committee Roster was completed to support public transparency and internal tracking.

In the realm of intergovernmental collaboration, the Office was honored to assist in hosting a federal appropriations workshop in partnership with Congresswoman Sheila Cherfilus-McCormick's office. The Congresswoman's Appropriations Clinic for the Western Communities offered crucial guidance to municipalities and nonprofits regarding access to federal funding streams. This initiative not only strengthened legislative outreach but further positioned the Town as an engaged partner in local appropriations requests.

Additional activities performed by the Office of the Town Clerk during this quarter include:

- Attendance and preparation for 3 Town Council Meetings
- Participation in 10 Hearings, Board, or Committee Meetings
- Drafted and produced 5 official proclamations
- Issued 13 public notices regarding meeting advertisements and potential quorums of elected officials or events
- Completed 38 lien searches
- Processed 22 advisory board and committee applications, including:
  - Residency verification
  - Review of committee-specific requirements
- Audited 25 Code of Ethics Training Acknowledgement Forms from advisory board and committee members, as well as staff, in partnership with the Palm Beach County Ethics Commission Office

The Office of the Town Clerk administered the March 2025 Municipal Election for Council Seats 2 and 4 in addition to a Charter Amendment Referendum Question. A total of six candidates qualified, with three advancing to appear on the official Election Day ballot; the Charter Amendment Referendum Question passed with a majority of the electors of the Town of Loxahatchee Groves. The Clerk's Office coordinated extensively with the Palm Beach County Supervisor of Elections, ensured all public notices and deadlines were met, and facilitated a seamless election process. The Office of the Town Clerk staff also participated in several elections training sessions with other municipal clerks offered through the Palm Beach County Supervisor of Elections Office.

The Town Clerk also set up and communicated with the poll working staff, holding several meetings both at Town Hall and at the voting location precinct. The poll worker team included a Precinct Clerk, Assistant Clerk, Voting System Technician, Inspector, and Precinct Deputy, all of whom were instrumental in executing a successful and orderly election.

Finally, the Office continued to uphold its commitment to transparency and accessibility by processing 46 public records requests this quarter. The majority of these requests were fulfilled within a two-week timeframe, demonstrating our dedication to timely and professional service.

As we move into the next quarter, the Clerk's Office remains steadfast in its commitment to excellence. Priorities include finalizing and recommending approval of the Laserfiche contract and completing the remaining backlog of meeting minutes. The Office of the Town Clerk will continue to support the Town Council, empower advisory committees, and ensure open, effective communication with our residents.

Valerie Oakes, CMC
Town Clerk
Office of the Town Clerk

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL REGULAR MEETING MINUTES
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, May 13, 2025

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor Kane called the meeting to order at 6:05 PM

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE

Mayor Kane led the Pledge of Allegiance followed by a moment of silence.

ROLL CALL

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Paul Coleman, Councilmember Lisa El-Ramey, Councilmember Phillis Maniglia (via zoom), Town Manager Francine Ramaglia, Town Attorney Glen Torcivia, Project Coordinator Jeff Kurtz, Public Works Director Richard Gallant, Community Standards Director Caryn Gardner-Young, Public Works Superintendent Craig Lower, and Town Clerk Valerie Oakes were present.

ADDITIONS, DELETIONS AND MODIFICATIONS

Mayor Kane stated there had been confusion regarding the agenda additions prepared by staff following the last meeting. To address concerns, she decided the Council would proceed with the original May 6th agenda, continuing from item no. 16 where the meeting ended. Mayor Kane stated if time permitted, the Council would review the additional items and determine whether to discuss them or move them to the next agenda.

REGULAR AGENDA

16. Consideration of Approval of ***Ordinance No. 2025-02*** on First Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ARTICLE I "IN GENERAL," ARTICLE II "IMPROPER DISPOSAL OF WASTE MATERIALS," AND ARTICLE III "COLLECTION OF WASTE; FRANCHISES AND REGISTRATION OF CONTRACTORS AUTHORIZED," ALL OF CHAPTER 38 "SOLID WASTE," OF THE LOXAHATCHEE GROVES CODE OF ORDINANCES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Town Clerk Oakes read the title of Ordinance No. 2025-02 into the record.

Town Manager Ramaglia presented Item No.16.

Public comments received from Jo Siciliano and Virginia Standish. Town Council discussion ensued.

MOTION: COUNCILMEMBER COLEMAN/COUNCILMEMBER EL-RAMEY MOVED TO APPROVE ORDINANCE NO. 2025-02 ON THE FIRST READING, WITH THE MODIFICATIONS TO DELETE THE TERM LIVESTOCK WASTE THROUGHOUT ARTICLE A, AND TO STRIKE SECTION E ON PAGE 636 IN ITS ENTIRETY. MOTION PASSED UNANIMOUSLY (5-0).

17. Discussion on Livestock Waste Non-Exclusive Franchise Program to Replace Registration Program as Required by FS 163.3205

Town Manager Ramaglia introduced Item No. 17.

Public comments received from Mr. Santana, Brett Raflowitz, Ally Daly, Virginia Standish, and Cassie Suchy. Town Council discussion ensued.

By consensus, Council directed staff to meet with the manure haulers and return with proposed standards, taking into consideration the concerns discussed, by the July 1st meeting if possible, with proposed standards reflecting the concerns discussed, for Council to review, amend, or forward to the Town Attorney, and for staff to also provide a current list of haulers operating in or applying for a franchise in the Town, with consideration of posting the list on the Town's website as a resource page.

MAYOR KANE CALLED FOR A BRIEF RECESS AT 7:30 PM.

RECONVENED TOWN COUNCIL MEETING AT 7:40 PM.

DISCUSSION

18. Discussion on Charter Review Amendments

Town Attorney Torcivia introduced the discussion on Charter Review Amendments.

Public comments received from Manish Sood, Todd McLendon, and. Cassie Suchy. Town Council discussion ensued.

By consensus, Council will bring forward two to five names for consideration at the next meeting for the Charter Review Committee, at which time clarification from Mr. Torcivia on the required committee size will be available, allowing Council to decide whether the committee will consist of five, ten, or fifteen members and then proceed accordingly.

Public comments received from Todd McLendon and Cassie Suchy. Town Council discussion ensued.

By consensus, Council directed staff to exclude borrowing power from consideration by the Charter Review Committee.

By consensus, Council directed staff to leave the Town Attorney's contract execution authority for the Charter Review Committee to review.

Public comments received from Todd McLendon, Virginia Standish, and Cassie Suchy. Town Council discussion ensued.

19. Discussion of Proposed Ordinance Updates to the Unified Land Development Code

Mayor Kane introduced the discussion of Proposed Ordinance Updates to the Unified Land Development Code.

Community Standards Director, Caryn Gardner-Young, agreed to send Council proposed updates after the meeting.

No public comment. Town Council discussion ensued.

20. Discussion of Scheduling Council and Community Strategic Planning

A. Council Policy Action Plan

B. Council Meeting Action Plan

Mayor Kane advised that more information for discussion item no. 20 is listed in the agenda created for the following agenda.

By consensus Town Council directed staff to move forward with engaging Checree Bryant of Actuate Consulting as the lead for the SWOT analysis and requested that staff obtain a formal quote for these services.

Councilmember El-Ramey requested to receive and file a document regarding disciplinary actions received from the Human Resources (HR) manual, and hereto attached as Exhibit A.

21. Discussion of Rural Vista Guidelines

By consensus, Council directed staff to remove Royal Vista, send the item with corrections to the Unified Land Development Code (ULDC), and return it to Council for a first reading at the next meeting once the corrections are confirmed.

TOWN STAFF COMMENTS

Town Manager stated that she had received a list of concerns but found it vague and generic, making detailed responses difficult. She explained that although she had attempted to meet with Councilmember El-Ramey since her candidacy began, no meeting had occurred. Instead, she received emails that were reprimanding or accusatory. She emphasized that email was not the best form of communication and invited Councilmembers and residents to meet with her or staff directly. Ms. Ramaglia noted that her contract included an organizational review process and explained that the Town had consistently used methods such as whiteboards and tallies to set priorities in a fair manner. She acknowledged that the timeliness of agendas could be improved but stated that staff had been working diligently and that the Town's financial performance remained strong. She addressed concerns regarding capital improvements, citing delays due to easement acquisitions, storm recovery efforts, and Federal Emergency Management Agency (FEMA) processes, but reported that the Town had secured funding for drainage and mitigation projects. Ms. Ramaglia clarified that solid waste revenues were ahead of budget while expenditures were temporarily elevated due to storm cleanup. She highlighted the expertise of staff, noting that several had qualifications as city managers, attorneys, or planners but chose to serve the Town at lower pay scales out of commitment. She explained that the Town had assumed responsibility for building and code enforcement to improve performance, though challenges remained with certain regulatory processes, and a new bid for development services was being prepared. She emphasized that the Town had moved from chaos to culture, building a committed and professional team environment. She reaffirmed her pride in staff performance, stating that while disagreements may occur, collaboration produces stronger outcomes. She emphasized that punishment was not appropriate for staff, reiterated her willingness to meet with Councilmembers or residents about her contract, and stated that performance should be judged on facts rather than narratives. Ms. Ramaglia noted that the budget had not yet been approved because the legislative session had been extended through June 30th, and that staff and lobbyists would be available to assist in further discussions. She underscored that Town operations were a collective team effort, not the result of any one individual.

Town Attorney had no report.

Public Works Director stated a correction was needed to his quarterly report regarding amnesty days. While the report stated there would be one pickup day in June and one in July, a letter was sent to all residents clarifying that, for this year, the amnesty period will run for the entire month of June. Residents may place vegetative debris at the curb on regular collection days, and the tonnage will be deducted from the Town's contract with Coastal. He explained that this approach

should save the Town money, as last year's two amnesty pickups cost approximately $24,000, while this year's method is expected to remain below that amount. Mr. Gallant updated Council on upcoming Capital Improvement Projects (CIP).

Town Clerk had no report.

TOWN COUNCILMEMBER COMMENTS

Councilmember Phillis Maniglia addressed the Council regarding committee membership, noting that members are not kicked off but may be replaced if they fail to attend meetings regularly or do not understand their role. She stated that during Anita's time on the Finance Advisory and Audit Committee (FAAC), the committee was extremely productive, and as a Councilmember she relies on FAAC for accurate information drawn from the auditors' records and staff input. Ms. Maniglia emphasized that committees are advisory in nature and must remain factual and focused. She cautioned that if committee members use meetings to advance personal agendas rather than fulfill their responsibilities, Council should consider appointing replacements, as there are residents willing to serve. She concluded by encouraging Councilmembers to review the Town Charter for clarity on each committee's functions.

Councilmember Lisa El-Ramey stated that, regardless of who serves as Town Manager, the Council has historically failed to establish performance standards and targets for the position. She noted that disciplinary actions are clearly outlined in the Town's HR manual for employees and asserted that similar accountability should apply to the Town Manager. She explained that since running for Council, her goal had been to bring accountability by holding the Town Manager to clear up expectations. She added that she had chosen not to meet privately with the Town Manager, preferring instead to have matters documented in writing or discussed publicly. Councilmember El-Ramey emphasized that she was not uninformed and would welcome clarification if others believed otherwise.

Councilmember Paul Coleman mentioned that the meeting had been much improved compared to the prior one. He emphasized that his purpose in serving the Council was to help the Town move forward, noting that in past years projects were often pursued for limited or individual reasons rather than for the betterment of the community. He explained that while he had long opposed paving roads, he previously stated that if paving were to occur, it should be done according to a plan and with fiscal responsibility in mind. He reiterated that his focus was always on what was best for the Town, not for individual interests, and that this principle had guided his prior public comments as well. Mr. Coleman reflected on his lifelong residency in the community and his involvement since the incorporated effort, noting that the Council was now in a good position to move forward. He acknowledged that progress might sometimes require rethinking prior positions or making difficult decisions but stressed that the goal must remain the Town's overall success and that his guiding principle was nothing but forward from here.

Vice Mayor Margaret Herzog commented that preparing for the agenda had been challenging and at times frustrating and despite reaching out to multiple individuals for direction and guidance, it remained difficult to determine what was expected and how to proceed. She expressed that it was reassuring to learn her frustration was shared by others and emphasized that when Council is tasked with responsibilities, members commit themselves fully. Ms. Herzog stressed the

importance of clarity and efficiency moving forward and noted that time is valuable and should be used effectively.

Mayor Anita Kane noted that staff had prepared additional backup materials for the agenda and requested that Councilmembers hold June 17th, July 15th, or August 19th as potential dates for second meetings during the upcoming budget season. She addressed committee appointments made at the prior meeting, noting that both her appointee and Vice Mayor Herzog's appointee are landowners in Loxahatchee Groves but not residents. She explained that in the past, landowners were allowed to serve on ad hoc committees but not standing committees due to concerns about developers being appointed. However, she suggested reconsidering this policy for two reasons: the ongoing difficulty in recruiting and retaining committee members, and the fact that current rules permit renters but not landowners to serve, which may be inequitable. Ms. Kane stated that both appointees, Peter Lamuto, to the FAAC and Bill Yan, to the Planning & Zoning Board, had agreed to serve and were local landowners, not absentee owners. She requested that the Council either reconsider the policy at the next meeting or, if consensus existed, allow the appointments to stand so that she and Vice Mayor Herzog would not need to identify alternative candidates.

By consensus, the Council agreed to place on the next Consent Agenda the item regarding Council appointments to the Resilient Florida Steering Committee, including consideration of Mayor Kane's appointment and the potential removal of a former Councilmember currently serving.

ADJOURNMENT

There being no further business before the Council, Councilmember El-Ramey moved to adjourn the meeting at 9:52 PM, which was seconded by Councilmember Coleman and passed unanimously (5-0).

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor Anita Kane, Seat 3

Town Clerk

Vice Mayor Margaret Herzog, Seat 5

Councilmember Phillis Maniglia, Seat 1

Councilmember Lisa El-Ramey, Seat 2

Councilmember Paul T. Coleman II, Seat 4

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Chapter 15 – Anti-Discrimination, Harassment, and Retaliation Policy

The Town does not tolerate unlawful discrimination, harassment, or retaliation of any of our employees, customers, vendors, suppliers, or independent contractors. Any form of discrimination, harassment, or retaliation which violates applicable federal, state, or local law, including, but not limited to discrimination or harassment related to same sex harassment or an individual's race, color, religion, sex, age, national origin, ancestry, marital, veterans or military status, disability, genetic information, sexual orientation, gender identity or expression, pregnancy, or any other protected status in accordance with applicable law is a violation of this policy and will be treated as a disciplinary matter. For these purposes the term "harassment" is based upon any categories protected by law and generally includes category and includes ***(without limitation)***: slurs and any other offensive remarks; jokes other verbal, graphic, or physical conduct; leering, making offensive gestures, display objects or pictures, cartoons, or posters degrading a protected category; sexual advances, propositions, or requests; verbal abuse, graphic verbal commentaries or degrading words used to describe individual's protected category; suggestive or obscene letters, notes, or invitations; or physical conduct, such as touching, assault, battery, impeding, or blocking movements. Concerns about what constitutes harassing or discriminatory behavior should be directed to the HRD or Town Manager.

Violation of this policy will subject an employee to disciplinary action, up to and including termination. If you feel that you are being discriminated against, harassed, or retaliated against by another employee, you must immediately contact the HRD or the Town Manager. You may be assured that you will not be penalized in any way for reporting a harassment problem in good faith.

All complaints of unlawful discrimination, harassment, or retaliation which are reported to management will be investigated as promptly as possible and corrective action will be taken where warranted. The Town prohibits employees from hindering internal investigations and internal complaint procedures.

All complaints of unlawful harassment, discrimination, or retaliation which are reported as provided herein will be treated with as much confidentiality as possible, consistent with the need to conduct an adequate investigation.

Discrimination, harassment, or retaliation of employees in connection with their work by non-employees may also be a violation of this policy. Any employee who experiences harassment by a non-employee, or who observes harassment of an employee by a non-employee must immediately report such discrimination or harassment to the HRD or the Town Manager. Appropriate action will be taken against violation of this policy by any non-employee.

Discrimination or Harassment of our customers or employees of our customers, vendors, suppliers, or independent contractors, by our employees is also strictly prohibited. Such harassment includes sexual advances, offensive verbal or physical conduct based on a protected category, inappropriate comments based on a protected category, and insults based on a protected category. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination.

Your notification of the problem is essential. The Town cannot resolve a discrimination or harassment problem without becoming aware of the situation. Therefore, it is your responsibility to bring those kinds of problems to our attention immediately so that the Town can take appropriate steps to correct the problem.

Allegations of discrimination, harassment, or retaliation against the HRD shall be reported to the Town Manager. Allegations of discrimination or harassment against the Town Manager shall be reported to the Town Attorney who shall notify the Town Council. If the Town finds that an employee has violated the Town policy, appropriate disciplinary action will be taken, up to and including termination of employment.

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL COMMUNITY DISCUSSION
MEETING MINUTES
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, June 3, 2025

CALL TO ORDER

Mayor Kane called the meeting to order at 6:02 PM

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE

Mayor Kane led the Pledge of Allegiance followed by a moment of silence.

ROLL CALL

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Paul Coleman, Councilmember Lisa El-Ramey, Councilmember Phillis Maniglia, Town Manager Francine Ramaglia, Town Attorney Glen Torcivia (via zoom), Public Works Director Richard Gallant, Project Coordinator Jeff Kurtz, Public Works Superintendent Craig Lower, Community Standards Director Caryn Gardner-Young, and Town Clerk Valerie Oakes were present.

OPEN DISCUSSION

Jo Siciliano expressed her continued support for the Town and commended Mayor Kane for being awarded the Home Rule Hero Award. She read into the record the statement recognizing Mayor Kane's efforts, noting that Mayor Kane had worked tirelessly throughout the legislative session to promote local voices, provide real-world examples to lawmakers, and elevate the voice of Florida's cities. Ms. Siciliano also quoted Mayor Kane's remarks upon receiving the award, in which Mayor Kane stated her commitment to preserving the Town's rural character and culture, continuing to advocate for resources and appropriations, and protecting local decision-making authority while planning for a responsible and resilient future.

Manish Sood emphasized the importance of trust in government, quoting industrialist and quality management pioneer W. Edwards Deming: In God we trust, all others bring data. He stated that without trust in the data, the Town cannot move forward. To illustrate his point, he used a visual demonstration with containers representing the General Fund, Rainy Day Fund, and Roads and Drainage Fund.

He explained that in 2024 Town management projected $3.75 million in revenues, with $23 of every $100 allocated to roads and $77 to the General Fund. However, he stated that property values rose significantly, resulting in 10% higher revenues, yet instead of transferring the excess to the Rainy-Day Fund or Roads Fund, most of it was spent on legal costs and contracted services. Mr. Sood noted that of the $23 allocated for roads, only $8 was invested, with the remainder left unused. He expressed that despite recent tax increases; additional increases were expected within months. He felt that restoring trust requires hiring a qualified Chief Financial Officer and an independent auditing firm to bring accountability and quality, urging the Council not to repeat past practices but to reset by selecting the best talent to move the Town forward.

Jane Harding expressed frustration that living in the Town and protecting its rural character had become increasingly difficult. She stated that residents had repeatedly opposed the proposed recreational vehicle (RV) park, yet the issue continued to resurface, creating the feeling that the concerns were being ignored. She emphasized that residents pay the taxes and salaries that sustain the Town and had elected the Council to protect the quality of life. Ms. Harding felt that the Town did not have a revenue problem but a spending problem, noting that staff were creating millions of new rules without enforcing existing ones that would better serve law abiding citizens. She questioned why projects were started but not completed and asked why it was easier to penalize residents who follow the rules rather than address violations by those who do not. She stated the constant creation of new rules and lengthy agendas that left residents feeling overwhelmed, targeted, and unable to live peacefully. She also expressed concern that development decisions seemed to be pushing the community toward becoming more like Wellington or West Palm Beach, instead of protecting its rural identity. Ms. Harding regained her opposition to the RV park, stating it would not benefit equestrians as some had suggested, and warned that the increasing complexity of Town processes was driving out regular, hardworking residents and urged Council to listen to residents, protect the rural character of the Town, and restore peace for those who live there year-round.

Councilmember Coleman apologized to residents who may feel treated differently based on whether they are long-term or seasonal, emphasizing that all residents deserve equal treatment. He addressed concerns about the size of recent agendas, explaining that the length, sometimes exceeding 1,000 pages, was due to the inclusion of full backup documentation for transparency. While some may prefer hyperlinks, he stated that complete documents were included to ensure accessibility for all. Mr. Coleman noted that although reviewing large agendas could be challenging, the detailed materials demonstrated that nothing was hidden. He acknowledged residents' frustrations but asked for patience, pointing out that the current Council was largely new and working to address longstanding issues. He stressed that while adjustments take time, progress was being made in areas such as roadwork and canal maintenance. Reflecting on past complaints about council actions, Mr. Coleman stated that the current Council was focused on fairness and on avoiding overdevelopment that would alter the rural character of the Town. He affirmed his opposition to making the Town another Wellington and expressed confidence that the Council shared the goal of preserving the Town's uniqueness. He asked residents to continue communicating with Council and to remain patient as the Town worked through challenges, assuring them that the Council was committed to long-term improvement and responsible governance.

Brian Tran introduced himself as a current resident since 2018. He expressed his desire for the community and leadership to work together to find solutions that improve the quality of life for all

residents. Mr. Tran explained that he supports paying taxes if they are balanced and used to help the Town grow, noting that leadership should provide opportunities for residents to prosper. He emphasized that economic development and the ability for residents to make money are key to improving both individual lives and the community and encouraged cooperation, majority consensus, and lifting those who may be left behind. He asked the Town to think big, provide opportunities for land development, and encourage investment that benefits all. He expressed pride in the Town's leadership for being willing to listen and communicate directly with residents and stated that his purpose in attending was to advocate for positive change and economic opportunity in the community.

ADJOURNMENT

In lieu of formal adjournment, Mayor Kane transitioned directly into the next scheduled meeting at 6:37 PM.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

_____
Mayor Anita Kane, Seat 3

_____
Town Clerk

_____
Vice Mayor Margaret Herzog, Seat 5

_____
Councilmember Phillis Maniglia, Seat 1

_____
Councilmember Lisa El-Ramey, Seat 2

_____
Councilmember Paul T. Coleman II, Seat 4

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL REGULAR
MEETING MINUTES
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, June 03, 2025

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor Kane called the meeting to order at 6:36 PM

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE

Mayor Kane led the Pledge of Allegiance followed by a moment of silence.

ROLL CALL

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Paul Coleman, Councilmember Lisa El-Ramey, Councilmember Phillis Maniglia, Town Manager Francine Ramaglia, Town Attorney Glen Torcivia (via zoom), Public Works Director Richard Gallant, Project Coordinator Jeff Kurtz, Public Works Superintendent Craig Lower, Community Standards Director Caryn Gardner-Young, and Town Clerk Valerie Oakes were present.

ADDITIONS, DELETIONS AND MODIFICATIONS

Mayor Kane called for any additions, deletions, modifications or approval of the agenda.

Town Clerk Oakes requested that Consent Agenda Items No. 5 and No. 11 be pulled and moved to the Regular Agenda. She also requested the removal of Discussion Item No. 20 and No. 23, the addition of a special meeting for the Paddock Project under the Discussion Items, the placement of the Public Hearing immediately following the Consent Agenda, and the removal of Public Hearing Items No. 24 and No. 26 from the agenda due to SB180 and the Palm Beach Sheriff's Office attorney.

MOTION: COUNCILMEMBER EL-RAMEY/COUNCILMEMBER MANIGLIA MOVED TO APPROVE THE AGENDA AS AMENDED TO: PULL CONSENT AGENDA ITEMS NO. 5 AND NO. 11 AND MOVE THEM TO THE REGULAR AGENDA; REMOVE DISCUSSION ITEM NO. 20 AND NO. 23; ADD A SPECIAL MEETING FOR THE PADDOCK PROJECT UNDER THE DISCUSSION ITEMS; MOVE PUBLIC HEARING TO FOLLOW THE CONSENT AGENDA; AND REMOVE PUBLIC HEARING ITEMS NO. 24 AND NO. 26. MOTION PASSED UNANIMOUSLY (5-0).

By consensus, the Town Council agreed to add an item to the next agenda to review committee appointments, including whether to allow landowners, in addition to residents, to serve on committees beyond ad hoc committees.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

No public comment at this time. Town Council discussion ensued.

PRESENTATIONS

1. Presentation by Keith N. Alexander, RES, MAS, CFE Manager, Palm Beach County Property Appraiser's Office

   PBC CFE Manager Keith Alexander gave presentations for Palm Beach County Property Appraiser's Office.

   Public comment received from Darrin Swank, Dr. Debra Marshall, Resident, Jo Siciliano, Virginia Standish, Cassie Suchy, and Todd McLendon. Town Council discussion ensued.

2. Presentation of Final Annual Comprehensive Financial Report for Fiscal Year 2023-2024 Prepared by Andrew S. Fierman of Caballero, Fierman, Llerena & Garcia

   Andrew Fierman gave presentations of Final Annual Comprehensive Financial Report for Fiscal Year 2023-2024, and hereto attached as Exhibit A.

   No public comment. Town Council discussion ensued.

   MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER COLEMAN MOVED TO RECEIVE AND FILE. MOTION PASSED UNANIMOUSLY (5-0).

3. Presentation on Extended Session Report for May / June 2025 by Ronald Book, P.A., Town's Lobbyist

   Lobbyist Ronald Book, Sean Pittman, and Rana Brown gave presentations on the Extended Session Report for May / June 2025, and hereto attached as Exhibit B.

4. Presentation of Proclamation for Code Enforcement Officer Appreciation Week

Mayor Kane read into record the Code Enforcement Officer Appreciation Week Proclamation.

CONSENT AGENDA

Councilmember El-Ramey asked questions regarding Consent Agenda items No. 6, 7, 9, 10, 13, 14, and no. 16 prior to a motion being made to approve the Consent Agenda.

MOTION: COUNCILMEMBER COLEMAN/COUNCILMEMBER MANIGLIA MOVED TO APPROVE THE CONSENT AGENDA WITH THE REMOVAL OF ITEM NO. 5 AND ITEM NO. 11. MOTION PASSED (4-1 with COUNCILMEMBER EL-RAMEY DISSENTING).

5. Consideration of Approval on ***Resolution No. 2025-36***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH DAVIS & ASSOCIATES, P.A. FOR SPECIAL MAGISTRATE SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

Consent Agenda Item No. 5 was pulled and added to the Regular Agenda and discussed after Item No.17.

Community Standards Director Caryn Garden-Young introduced Resolution No. 2025-36.

Public comment from Virginia Standish. Town Council discussion ensued.

MOTION: COUNCILMEMBER COLEMAN/COUNCILMEMBER MANIGLIA MOVED TO APPROVE RESOLUTION NO. 2025-36. MOTION PASSED UNANIMOUSLY (5-0).

6. Consideration of Approval on ***Resolution No. 2025-37***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE PURCHASE OF ROADWAY ADVISORY BOARDS THROUGH COOPERATIVE PURCHASE THROUGH THE FLORIDA SHERIFF'S ASSOCIATION COOPERATIVE PURCHASING PROGRAM CONTRACT FSA23-EQU21.0; AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS PURSUANT TO THE COOPERATIVE PURCHASING CONTRACT TO IMPLEMENT THE INTENT OF THIS RESOLUTION; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

MOTION: COUNCILMEMBER COLEMAN/COUNCILMEMBER MANIGLIA MOVED TO APPROVE THE CONSENT AGENDA WITH THE REMOVAL OF ITEM NO. 5 AND ITEM NO. 11. MOTION PASSED (4-1 with COUNCILMEMBER EL-RAMEY DISSENTING).

7. Consideration of Approval on ***Resolution No. 2025-38***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING AN AGREEMENT WITH PALM BEACH AGGREGATES, LLC TO PROVIDE VARIOUS ROCKS AND RELATED GOODS AND SERVICES TO THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

   MOTION: COUNCILMEMBER COLEMAN/COUNCILMEMBER MANIGLIA MOVED TO APPROVE THE CONSENT AGENDA WITH THE REMOVAL OF ITEM NO. 5 AND ITEM NO. 11. MOTION PASSED (4-1 with COUNCILMEMBER EL-RAMEY DISSENTING).

8. Consideration of Approval on ***Resolution No. 2025-39***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING AN AGREEMENT WITH SIBONEY CONTRACTING CO. TO PROVIDE HAULING SERVICES FOR ROAD MAINTENANCE TO THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

   MOTION: COUNCILMEMBER COLEMAN/COUNCILMEMBER MANIGLIA MOVED TO APPROVE THE CONSENT AGENDA WITH THE REMOVAL OF ITEM NO. 5 AND ITEM NO. 11. MOTION PASSED (4-1 with COUNCILMEMBER EL-RAMEY DISSENTING).

9. Consideration of Approval on ***Resolution No. 2025-40***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING AN AGREEMENT WITH E. GOMEZ CONSTRUCTION, INC. FOR FENCE INSTALLATION, MAINTENANCE AND REPAIR SERVICES UTILIZING THE CITY OF GREENACRES BID NO. 23-003; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

   MOTION: COUNCILMEMBER COLEMAN/COUNCILMEMBER MANIGLIA MOVED TO APPROVE THE CONSENT AGENDA WITH THE REMOVAL OF ITEM NO. 5 AND ITEM NO. 11. MOTION PASSED (4-1 with COUNCILMEMBER EL-RAMEY DISSENTING).

10. Consideration of Approval on ***Resolution No. 2025-41***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE RENTAL OF EQUIPMENT THROUGH A COOPERATIVE PURCHASE UTILIZING SOURCEWELL CONTRACT #062320-CAT; AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS PURSUANT TO THE COOPERATIVE PURCHASING CONTRACT TO IMPLEMENT THE INTENT OF THIS RESOLUTION; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

    MOTION: COUNCILMEMBER COLEMAN/COUNCILMEMBER MANIGLIA

MOVED TO APPROVE THE CONSENT AGENDA WITH THE REMOVAL OF ITEM NO. 5 AND ITEM NO. 11. MOTION PASSED (4-1 with COUNCILMEMBER EL-RAMEY DISSENTING).

11. Consideration of Approval on ***Resolution No. 2025-42***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A SCHEDULE OF VIOLATIONS AND ASSOCIATED PENALTIES FOR CIVIL CITATIONS; PROVIDING AN EFFECTIVE DATE.

Consent Agenda Item No. 11 was removed and added to the end of the regular agenda.

Community Standards Director Caryn Garden-Young introduced Resolution No. 2025-42.

No public comment. Town Council discussion ensued.

MOTION: COUNCILMEMBER MANIGLIA /COUNCILMEMBER COLEMAN MOVED TO APPROVE RESOLUTION NO. 2025-42. MOTION PASSED (4-1 with COUNCILMEMBER EL-RAMEY DISSENTING).

12. Consideration of Approval on ***Resolution No. 2025-43***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE RENEWAL OF AN AGREEMENT FOR PROFESSIONAL SERVICES WITH CABALLERO FIERMAN LLERENA GARCIA, LLP FOR ANNUAL AUDIT SERVICES FOR FISCAL YEAR 2024-2025; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

MOTION: COUNCILMEMBER COLEMAN/COUNCILMEMBER MANIGLIA MOVED TO APPROVE THE CONSENT AGENDA WITH THE REMOVAL OF ITEM NO. 5 AND ITEM NO. 11. MOTION PASSED (4-1 with COUNCILMEMBER EL-RAMEY DISSENTING).

13. Consideration of Approval on ***Resolution No. 2025-44***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING AN AGREEMENT WITH GVI GARDEN CENTER, INC. AND ODUMS SOD, INC. FOR SOD SERVICES AND GOODS UTILIZING WELLINGTON ITB#202509—ANNUAL SOD CONTRACT; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: COUNCILMEMBER COLEMAN/COUNCILMEMBER MANIGLIA

MOVED TO APPROVE THE CONSENT AGENDA WITH THE REMOVAL OF ITEM NO. 5 AND ITEM NO. 11. MOTION PASSED (4-1 with COUNCILMEMBER EL-RAMEY DISSENTING).

14. Consideration of Approval on ***Resolution No. 2025-45***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING WORK ORDERS NO. 5 WITH HUURR HOMES, LLC PURSUANT TO THEIR CONTRACT FOR CONTINUING SERVICES FOR CULVERTS – CONSTRUCTION, REPLACEMENT, MAINTENANCE, REPAIRS, AND INDIVIDUAL PROJECTS (INCLUDING THOSE OVER $300,000) FOR THE INSTALLATION OF CATCH BASINS AND CULVERTS ALONG A ROAD AND COLLECTING CANAL; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

MOTION: COUNCILMEMBER COLEMAN/COUNCILMEMBER MANIGLIA MOVED TO APPROVE THE CONSENT AGENDA WITH THE REMOVAL OF ITEM NO. 5 AND ITEM NO. 11. MOTION PASSED (4-1 with COUNCILMEMBER EL-RAMEY DISSENTING).

15. Consideration of Approval on ***Resolution No. 2025-46***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING WORK ORDERS NO. 6 WITH HUURR HOMES, LLC PURSUANT TO THEIR CONTRACT FOR CONTINUING SERVICES FOR CULVERTS – CONSTRUCTION, REPLACEMENT, MAINTENANCE, REPAIRS, AND INDIVIDUAL PROJECTS (INCLUDING THOSE OVER $300,000) FOR THE INSTALLATION OF CATCH BASINS AND CULVERTS ALONG COLLECTING CANAL ROAD, G ROAD, AND E ROAD; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

MOTION: COUNCILMEMBER COLEMAN/COUNCILMEMBER MANIGLIA MOVED TO APPROVE THE CONSENT AGENDA WITH THE REMOVAL OF ITEM NO. 5 AND ITEM NO. 11. MOTION PASSED (4-1 with COUNCILMEMBER EL-RAMEY DISSENTING).

16. Consideration of Approval on ***Resolution No. 2025-47***: RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA,

AUTHORIZING ADDITIONAL WORK IN ACCORDANCE WITH PIGGYBACK AGREEMENT WITH D.S. EAKINS CONSTRUCTION. CORPORATION; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

MOTION: COUNCILMEMBER COLEMAN/COUNCILMEMBER MANIGLIA MOVED TO APPROVE THE CONSENT AGENDA WITH THE REMOVAL OF ITEM NO. 5 AND ITEM NO. 11. MOTION PASSED (4-1 with COUNCILMEMBER EL-RAMEY DISSENTING).

Public comment received from Todd McLendon. Town Council discussion ensued.

REGULAR AGENDA

17. Consideration of Engaging the Services of a Strategic Planning Consultant

Checree Bryant and Dr. Shannon McGhee of Actuate Consulting introduced the Consideration of Engaging the Services of a Strategic Planning Consultant.

MOTION: COUNCILMEMBER MANIGLIA/COUNCILMEMBER EL-RAMEY MOVED TO APPROVE MOVING FORWARD WITH ACTUATE CONSULTING TO CONDUCT THE PROPER ANALYSIS AND AUTHORIZE THE MANAGER TO EXECUTE THE AGREEMENT. MOTION PASSED UNANIMOUSLY (5-0).

THE MAYOR CALLED FOR A BRIEF RECESS TO ALLOW COUNCIL, STAFF, AND ATTENDEES TIME TO TAKE A BREAK AT 9:18 PM.

RECONVENED TOWN COUNCIL MEETING AT 9:24 PM.

DISCUSSION

18. Discussion on Councilmember El-Ramey's List

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO REMOVE DISCUSSION ON COUNCILMEMBER EL-RAMEY'S LIST FROM THE AGENDA. MOTION PASSED UNANIMOUSLY (5-0).

19. Discussion on Town Attorney's Contract and Analysis of Legal Fees

Town Attorney stated that the Town had requested an agenda item to discuss the agreement with his firm and review legal fees, which he had provided. He noted that while the fees were higher than those charged to other municipalities his firm represents, the more significant issue was that his firm would be resigning as Town Attorney. He announced that the firm would provide the required 30 days' notice but would continue to represent the Town as long as necessary to allow Council to determine the process for securing new legal representation, whether through in-house counsel or seeking proposals. He added that his firm would also be available to assist with transition services for the new Town Attorney.

By consensus, the Council agreed to place on the next agenda a discussion of exploring the option of hiring in-house legal counsel with paralegal support, while continuing to utilize an outside firm for larger projects.

20. Discussion on Production of Records

Item No. 20 was removed from the agenda.

21. Discussion on A Road and Collecting Canal Project Update

Town Council discussion ensued.

Public comment received from Jo Siciliano.

MOTION: COUNCILMEMBER COLEMAN/COUNCILMEMBER MANIGLIA MOVED TO APPROVE MOVING FORWARD WITH THE A ROAD AND COLLECTING CANAL PROJECT UPDATE. MOTION PASSED UNANIMOUSLY (5-0).

22. Discussion on Rural Vista Design Standards

Project Coordinator Jeff Kurtz introduced the Rural Vista Design Standards.

Public comment received from Jo Siciliano. Town Council discussion ensued.

By consensus, the Town Council agreed to proceed with requiring two readings, and directed that the item be brought back for first reading in July.

22A. Discussion of the Paddock Project (Discussion Item added)

Councilmember Maniglia recused herself from the discussion and left the room, citing her role as the real estate agent for the project and as the adjacent property owner.

Community Standards Director Caryn Garden-Young introduced the Discussion of the Paddock Project

By consensus, the Town Council agreed to schedule the special meeting on the Paddock Project for July 15, 2025, at 6:00 PM, with no public workshop preceding the meeting.

23. Discussion of Proposed Ordinance Updates to the Unified Land Development Code

Discussion Item No. 23, originally, was removed from the agenda.

PUBLIC HEARING

24. Consideration of Approval on ***Ordinance No. 2025-01*** on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY CREATING

CHAPTER 27 "FIREWORKS" TO PROVIDE FOR REGULATIONS REGARDING THE USE OF FIREWORKS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Item No. 24 was removed from the agenda.

25. Consideration of Approval of ***Ordinance No. 2025-02*** on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ARTICLE I "IN GENERAL," ARTICLE II "IMPROPER DISPOSAL OF WASTE MATERIALS," AND ARTICLE III "COLLECTION OF WASTE; FRANCHISES AND REGISTRATION OF CONTRACTORS AUTHORIZED," ALL OF CHAPTER 38 "SOLID WASTE," OF THE LOXAHATCHEE GROVES CODE OF ORDINANCES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Town Clerk Oakes read the title of Ordinance No. 2025-02 into the record on second reading.

Public comment received from Jane Harding. Town Council discussion ensued.

MOTION: COUNCILMEMBER MANIGLIA/VICE MAYOR HERZOG MOVED TO APPROVE ORDINANCE NO. 2025-02 ON SECOND READING. MOTION PASSED UNANIMOUSLY (5-0).

26. Consideration of Approval on ***Ordinance No. 2025-07*** on First Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING section 20-040 "Height" of Article 20 "RESIDENTIAL ZONING DISTRICTS," SECTION 25-045 "HEIGHT" of ARTICLE 25 "COMMERCIAL ZONING DISTRICTS," SECTION 30-050 "HEIGHT" of ARTICLE 30 "INSTITUTIONAL AND PUBLIC FACILITIES ZONING DISTRICTS," SECTION 35-040 "HEIGHT" of ARTICLE 35 "PARKS AND RECREATION ZONING DISTRICT," AND SECTION 40-045 "HEIGHT" OF ARTICLE 40 "CONSERVATION DISTRICT," WITHIN PART II "ZONING DISTRICTS" OF THE UNIFIED LAND DEVELOPMENT CODE, to PROVIDE ADDITIONAL STANDARDS FOR THE MEASUREMENT OF HEIGHT; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Item No. 26 was removed from the agenda.

TOWN STAFF COMMENTS

Town Manager had no report.

Town Attorney had no report.

Public Works Director had no report.

Town Clerk had no report.

TOWN COUNCILMEMBER COMMENTS

Councilmember Phillis Maniglia expressed concern that the recreational vehicle (RV) program was intended to include protection for neighbors, such as requiring a driver's license from individuals residing in RVs, but that safeguard had since been removed. She suggested that the Town explore designating all maintenance easements as greenways and parks to provide additional protection, noting this could help prevent individuals with criminal histories, including sex offenders, from establishing residency in Loxahatchee Groves.

Councilmember Lisa El-Ramey asked whether the newly installed cameras at Town Hall were budgeted. Staff confirmed that the cameras had been planned for some time. Ms. El-Ramey referenced a prior Council consensus from years ago to install cameras and GPS on all Town equipment and inquired if that had been completed. Staff confirmed that GPS and cameras had been installed in all vehicles and equipment, with additional cameras being placed in the Town vehicles to ensure future incidents would be captured on video. Ms. El-Ramey then commented on public concerns regarding her detailed questions, noting that she had asked seven questions in 15 minutes and emphasizing that many residents also sought explanations. She concluded by clarifying her earlier remarks about moving the Town forward, explaining that to her, the phrase should not imply overlooking past mistakes. She stressed the importance of addressing issues such as magistrate matters and reiterated that the Council, as the Town's executive board, directly oversees only the Town Manager. She emphasized her commitment to ensuring both the Council and the Town operate at the highest standard.

Councilmember Paul Coleman suggested holding a workshop dedicated to drainage, roadway, and related infrastructure issues, noting the importance of education and reviewing designs to better understand how the systems are intended to function. The Council discussed scheduling and acknowledged that upcoming agendas were already full with budget matters.

By consensus, the Council agreed to consider adding a drainage workshop at a future date, potentially following the budgeting process, with the format and timing to be discussed further.

Vice Mayor Marge Herzog asked about the black pipes staged along A Road, noting that the number appeared reduced. Staff explained that the pipes were being installed.Vice Mayor Herzog congratulated Mayor Kane on the article and photo published in the Town Crier.

Mayor Anita Kane read into record a letter given to her by Councilmember Maniglia, and here to attached as Exhibit C.

"*Loxahatchee Groves town residents, landowners, council, and staff.*

It is with infinite sadness that I feel compelled today to present to the Town of Loxahatchee Groves my resignation of my position as Seat One of the Town Council. My considerations are first of my family, friends, and constituents, my health, and my livelihood.

To my friends and constituents, I am so proud to have had your confidence and support throughout my service on Town Council. I reflect also on my fellow council members, past and present, and Town staff over the past seven years. Together we faced many struggles to build up this town and, in the end, we accomplished many great things.

To staff, I will always appreciate the experience and knowledge I gained during my time working with you all. I know politics are divisive and polarizing by nature. However, as a Councilmember, I have always strived to be fair and unbiased, taking positions to best serve the entire town.

To all, I want to say that I am troubled at the tone and timbre of some subversive comments being made in chambers and the malicious, slanderous commentary being spread outside of chambers. This hostile environment culminated in unwarranted physical and character attacks on me. At this time, I believe that my stepping down is the only next move I must make in order to continue my mission for a better Loxahatchee Groves.

My singular goal has always been to preserve this little town that I have lived in for thirty-five plus years. I have also been determined to protect the ideals of incorporation and its governance, an office and position I have served with honor and devotion. However, at this juncture, I can say with much certainty that I feel I can be most effective and powerful to that end not from the dais, but from the podium.

Please accept my resignation effective June 4, 2025, at 5:00 p.m."

Mayor Kane stated that she had anticipated the meeting would be very difficult, and while it was, it turned out positively because the Council worked well together and that she was proud to serve alongside the other Councilmembers and commended everyone for being respectful and thoughtful in the comments and input. She emphasized that the Council was united in working toward a common goal and future. Ms. Kane also thanked staff for the efforts and extended her gratitude to Councilmember Maniglia for her years of service, noting that it had been above and beyond for a long time and that her absence on the dais would be deeply felt.

ADJOURNMENT

There being no further business before the Council, Councilmember El-Ramey moved to adjourn the meeting at 10:36 PM, which was seconded by Councilmember Maniglia and passed unanimously (5-0).

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor Anita Kane, Seat 3

Town Clerk

Vice Mayor Margaret Herzog, Seat 5

Councilmember Phillis Maniglia, Seat 1

Councilmember Lisa El-Ramey, Seat 2

Councilmember Paul T. Coleman II, Seat 4

CFLG Accountants Advisors

May 9, 2025

To Honorable Mayor, Town Council and Town Manager
Town of Loxahatchee Groves, Florida
155 F Road
Loxahatchee Groves, Florida 33470

We have audited the financial statements of the governmental activities, the business-type activities, and each major fund of the Town of Loxahatchee Groves, Florida (the Town) for the fiscal year ended September 30, 2024. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated February 18, 2025. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Town are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during fiscal year 2024. We noted no transactions entered into by the Town during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There were no sensitive estimates affecting the Town's financial statements.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements was:

The disclosure of deposits and investments in Note 3 to the financial statements.

The disclosure of Florida Retirement System in Note 7 to the financial statements.

The disclosure of leases in Note 9 to the financial statements.

The disclosure of risk management in Note 10 to the financial statements.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. See Appendix A for material adjustments detected as a result of audit procedures performed and corrected by management.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

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Management Representations

We have requested certain representations from management that are included in the management representation letter dated May 9, 2025.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Town's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Town's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to Management's Discussion and Analysis and the budgetary comparison information, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were not engaged to report on the introductory and statistical sections, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the information and use of the Town Council and management of the Town of Loxahatchee Groves, Florida and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Caballero Fierman Llerena & Garcia, LLP

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APPENDIX A

To record September 2024 Franchise Fee income			
001-00-11-116-10150	Accts REC-Franchise and Utility	35,787.00	
001-01-32-323-32310	FPL Franchise Fee		35,787.00
Total		35,787.00	35,787.00

To record receivable for FEMA reimbursement not received within 60 days of FYE			
305-00-11-101-10150	Accts REC	245,740.00	
305-00-29-290-29001	Unavailable Grant Revenues		245,740.00
Total		245,740.00	245,740.00

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TOWN OF LOXAHATCHEE GROVES, FLORIDA



Town of
LOXAHATCHEE GROVES

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED

SEPTEMBER 30, 2024

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED

SEPTEMBER 30, 2024

Prepared by:

THE TOWN OF LOXAHATCHEE GROVES

TOWN OF LOXAHATCHEE GROVES, FLORIDA
ANNUAL COMPREHENSIVE FINANCIAL REPORT
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INTRODUCTORY SECTION

A Town of Loxahatchee Groves

155 F Road, Loxahatchee Groves, FL • 33470 (561) • 793-2418 Fax (561) 793-2420
www.loxahatcheegrovesfl.gov

May 9 2025

To: Honorable Mayor, Members of the Town Council, Citizens of the Town of Loxahatchee Groves, Florida
155 F Road
Loxahatchee Groves, Florida 33470

It is our pleasure to submit the Annual Comprehensive Financial Report (ACFR) for the Town of Loxahatchee Groves, Florida, for the fiscal year ended September 30, 2024, pursuant to Section 218.39 of the Florida Statutes, Chapter 10.550 of the Rules of the Auditor General of the State of Florida, and the Town Charter. The financial statements included in this report conform to generally accepted accounting principles in the United States of America ("GAAP") as prescribed by the Governmental Accounting Standards Board ("GASB"). The responsibility for both the accuracy of the presented data and the completeness and fairness of the presentation, including all disclosures, rests with the Town. The financial statements have been audited by Caballero Fierman Llerena & Garcia, LLP, Certified Public Accountants. The independent auditor issued an unmodified opinion that this report fairly represents the financial position of the Town in conformity with GAAP. Management's Discussion & Analysis (MD&A) immediately follows the independent auditor's report and provides narrative introduction, overview and analysis of the basic financial statements. MD&A complements this letter of transmittal, it should be read in conjunction with it.

PROFILE OF THE GOVERNMENT

The Town of Loxahatchee Groves (the "Town") is a political subdivision of the State of Florida located in Palm Beach County (the "County"), initially incorporated in November 2006. The Town has a population estimated at 3,375 as of April 1, 2022, from the University of Florida, Bureau of Economic and Business Research ("BEBR") residents living within 12.5 square miles. The Town is a rural-residential-agricultural community with a very limited commercial district primarily along SR-80 (Southern Boulevard).

The Town operates under a Council-Manager form of government in which the Town elects five council members, one of whom is appointed Mayor. Council members are elected for staggered three-year terms. The Town Council determines policies that guide Town operations, hiring a Town Manager and Attorney to administer these policies on a full-time basis. From incorporation through May 2019, the Town functioned under a "Contract Form of Government" with a private management company supplying employees, services and Town administration management under the legislative direction and policies of the Town Council. The Town Attorney also serves the Town pursuant to contract rather than as an employee.

On June 26, 2018, the Loxahatchee Groves Water Control District became a dependent special district of the Town with $1,269,175 of fund balance transferred to the Roads and Drainage special revenue fund as of that date. The transition to a traditional full-service, albeit small, local government model is a multi-year all-encompassing endeavor including, but not limited to, a shift in service delivery models, revisiting Town standards, evaluating all contract services, establishing, and updating policies & procedures, implementing new processes, and so on to better serve the community. The Town's continued focus is addressing deferred maintenance and infrastructure needs; developing and implementing a comprehensive Capital Improvements Program (CIP) and related funding mechanisms; automating and streamlining administrative functions; increasing transparency and accountability; and achieving financial sustainability.

The annual budget serves as the foundation for the Town's financial planning and control. All departments of the Town are required to submit proposed budgets to the Town Manager, who then makes any necessary revisions. The Town Manager then presents to the Town Council for their review, a budget estimate of the expenditures and revenues of all the Town's departments. Two public hearings are then conducted to inform taxpayers of the proposed and final budget, to receive their comments, and respond to their questions on the budget. A majority affirmative vote of the quorum is needed to adopt the budget, which is legally enacted prior to October 1st by the passage of a Resolution. The Town's budget is approved at the department function object.

Balancing competing needs drives the budget process which is a continuous cycle of predicting both long- and short-term needs. Budgetary needs are constantly prioritized with choices made within the framework of established policies and resources. Necessities like delivery of basic operational and maintenance services, personnel costs, insurance coverage, and debt service usually take initial priority whether provided in-house, inter-governmentally, and/or contractually. The Town strives to constantly address issues critical to serving our residents, maintaining or improving quality of life, and preserving richness of community character.

The Town Council must approve all budget amendments as well as any supplemental appropriations. At the close of each fiscal year, the unencumbered balance of each appropriation reverts to the fund from which it was appropriated and is subject to future appropriations. Transfers of funds assessed between the Town and its dependent district are approved by Council.

ECONOMIC CONDITION AND OUTLOOK

The growth and development of the Town of Loxahatchee Groves is dependent upon the economic environment of South Florida and particularly that of Palm Beach County and in the surrounding western communities. The major economic influences in this area are the housing market, the regional job market, new construction, weather events, any future tax reform and/or other legislative mandates.

Positive signs about the national and local economies are evidenced by the continuing annual increases in average residential market values and an influx of new residents we have experienced for the last several years. Stable employment in the area remains higher than national averages. The equestrian community and industry play a major role in the economy of the western communities of the County as approximately two-thirds of Palm Beach County's equestrian industry is in this region.

For the fiscal year ending September 30, 2024, the Town Council adopted a rate of 3.0000 mills out of a maximum levy of 10.0000 mills. The levied 3 mills is the same rate as in prior fiscal years, resulting in total tax levy of $1,527,667 which is an increase of $236,404, or 18.3%, from FY2023. The benefit of the continued increase is to begin "rebuilding" the Town and its critical infrastructure and to properly position the Town for the future by building reserves. This is critical as the Town's undiversified tax base is primarily residential, with considerable agricultural exemptions and little commercial property. Future property tax growth id limited to the annual growth rate of per capita personal income, which is currently minimal, plus the value of new construction and new ownership of existing properties.

LONG-TERM FINANCIAL PLAN

The Town adopted a Comprehensive Plan. Within this plan, the Town will examine the growth opportunities for the Town over a 10-year horizon. Management will continue to review revenues received from other sources to verify that the Town is receiving those revenues to which it is entitled. The Town will also continue to pursue new revenue streams that have as little impact on residents as possible. In addition, the Town will continue to contract for certain municipal services to keep taxes as low as possible.

FINANCIAL INFORMATION

Town Management is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the Town are protected from loss, theft, or misuse and to ensure that adequate accounting data is compiled to allow for the preparation of financial statements in conformity with generally accepted accounting principles in the United States of America. The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

As a recipient of federal, state, and local financial assistance, we are also responsible for ensuring that an adequate internal control structure is in place to document compliance with applicable laws and regulations related to these programs. This internal control structure is subject to periodic evaluation by management. In addition, the Town maintains budgetary controls. The objective of these controls is to ensure compliance with legal provisions embodied in the annual appropriated budget approved by the Town Council. The level of budgetary control (i.e., the level at which expenditures cannot legally exceed the appropriated amount) is the fund level.

The Town's accounting system is organized on a fund basis. A fund is defined as an independent fiscal and accounting entity with a self-balancing set of accounts. The type of funds used are generally determined by the Town Council upon the recommendations of the Town Manager which is based upon established and accepted accounting policies and procedures as well as the number of funds required. The Town has established the following funds:

General Fund- a governmental fund that accounts for activity not accounted for elsewhere. It is the Town's primary fund.

Transportation Fund- a governmental special revenue fund that accounts for the revenues and expenditures related to the Town's share of the State's 5th and 6th cent gas tax funds.

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

Road And Bridge Fund- a governmental special revenue fund that accounts for the activities of the Town's dependent water control district.

Capital Improvement Program Fund- a governmental capital projects fund that accounts for the activity of long-lived capital improvements within the Town.

Solid Waste Fund- a proprietary fund that accounts for the enterprise operations related to residential solid waste operations.

INDEPENDENT AUDIT

In accordance with Florida Statutes Section 218.39, the Town has engaged the firm of Caballero Fierman Llerena & Garcia, LLP, Certified Public Accountants, to perform the independent audit of the Town's financial statements for the year ended September 30, 2024. The Independent Auditors' Report is presented in the financial section of this Annual Comprehensive Financial Report.

ACKNOWLEDGEMENTS

The preparation of this report could not have been accomplished without the efficient and dedicated services of the entire staff of the Town and its auditing firm, Caballero Fierman Llerena & Garcia, LLP, as well as key independent financial professional contractors. We wish to express our appreciation to the staff for their interest and support in planning and conducting the financial operations of the Town in a responsible and progressive manner.

In closing, it is an honor to serve the Town, its residents and landowners. The leadership and support of the Mayor and Town Council have made the accomplishments and anticipated successes noted in this report possible and provide a strong foundation for the Town's future.

Respectfully submitted,

Francine Ramaglia
Town Manager

TOWN OF LOXAHATCHEE GROVES

List of Elected Town Officials

September 30, 2024

Council – Manager Form of Government

TOWN COUNCIL

Anita Kane, Mayor

Margaret Herzog, Vice Mayor

Phillis Maniglia, Councilmember

Laura Danowski, Councilmember

Robert Shorr, Councilmember

ADMINISTRATION

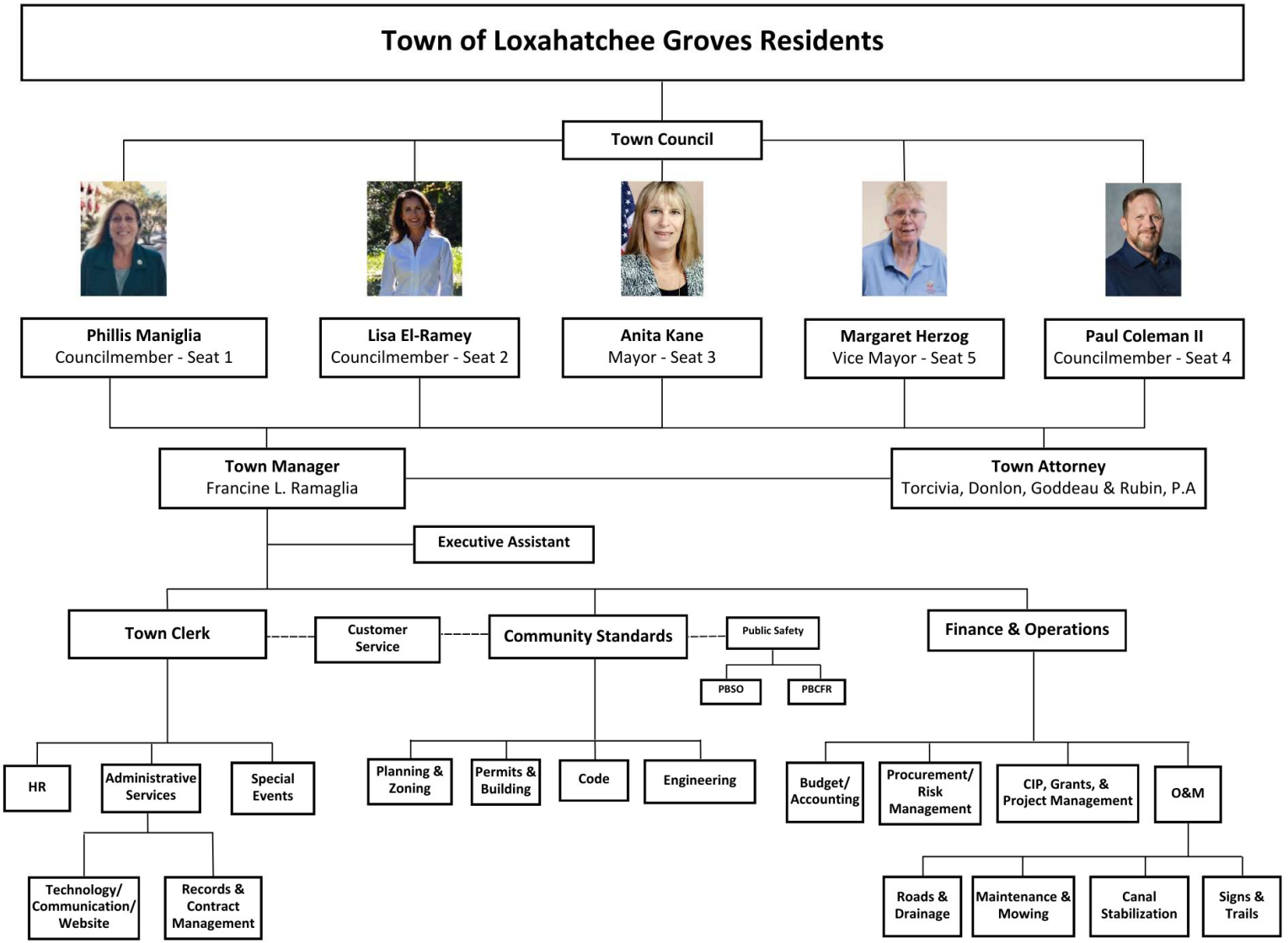
Francine L. Ramaglia, CPA, Town Manager

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

Valerie Oakes, Town Clerk

Town of Loxahatchee Groves

Organizational Chart



FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT

CFLG Accountants Advisors

INDEPENDENT AUDITORS' REPORT

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

Report on the Audit of the Financial Statements

Opinions

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

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

Basis for Opinions

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

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

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

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

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

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

Required Supplementary Information

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

Other Information

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

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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 9, 2025, on our consideration of the Town's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Town's internal control over financial reporting and compliance.

Caballero Fierman Llerena & Garcia, LLP

Caballero Fierman Llerena & Garcia, LLP
Boca Raton, Florida
May 9, 2025

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MANAGEMENT'S DISCUSSION AND ANALYSIS
(Required Supplementary Information)

TOWN OF LOXAHATCHEE GROVES, FLORIDA
Management's Discussion and Analysis
September 30, 2024

As management of the Town of Loxahatchee Groves, we offer readers of the Town's financial statements this narrative overview and analysis of the financial activities of the Town of Loxahatchee Groves (the Town) for the fiscal year ended September 30, 2024. Readers are encouraged to consider the information presented here in conjunction with the auditors' reports, the basic financial statements, the notes to the financial statements, and the supplementary information.

FINANCIAL HIGHLIGHTS

- At September 30, 2024, the assets plus deferred outflows of the Town of Loxahatchee Groves exceeded its liabilities plus deferred inflows by $13,511,067 of which $9,299,656 was the amount invested in capital assets, net of accumulated depreciation and $1,655,389 was restricted by law or agreements. The Town had $2,556,022 (*unrestricted net position*) which may be used to meet the Town's ongoing obligations to citizens and creditors.

- During the fiscal year 2024, net position increased by $979,491 from the prior year.

- At September 30, 2024, the Town of Loxahatchee Groves' General Fund reported an ending fund balance of $2,468,690 an increase of $382,512 as compared with the prior year. Of the total fund balance, 34.7% is available for spending at the government's discretion (*unassigned fund balance*). The unassigned fund balance represents slightly more than four months of total General Fund operating expenditures and transfers and exceeds the Town's minimum target of 25%.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of three parts—*management's discussion and analysis* (this section), the *basic financial statements* and *required supplementary information.* The basic financial statements include two kinds of statements that present different views of the Town

- The first two statements are *government-wide financial statements* that provide both long-term and short-term information about the Town's overall financial status.

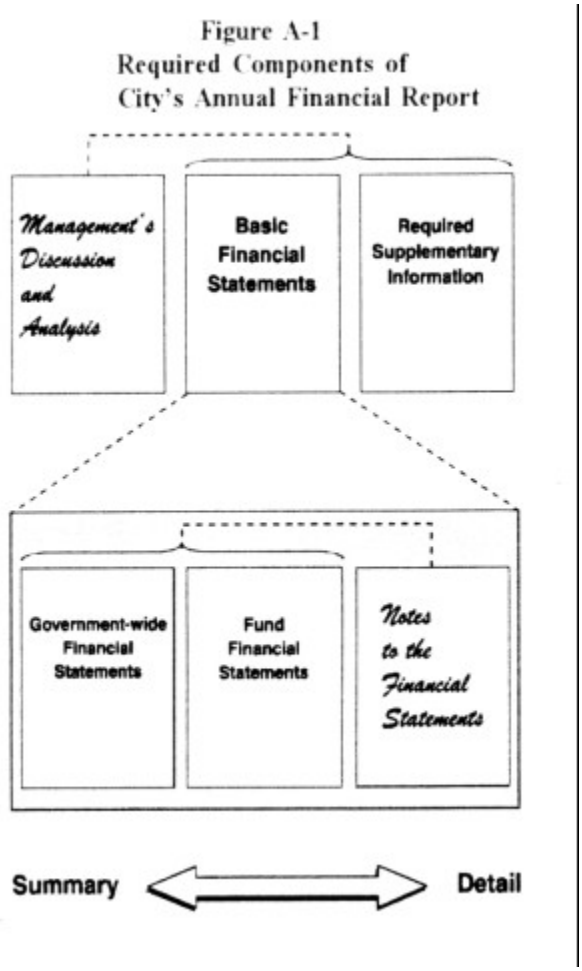
- The remaining statements are *fund financial statements* that focus on individual parts of the Town government, reporting the Town's operations in more detail than the government-wide statements.

- The *governmental funds* statements show how general government services such and public safety were financed in the short term as well as what remains for future spending.

The financial statements also include *notes* that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of *required supplementary information*, which further explains and supports the information in the financial statements. Figure A-1 shows how the required parts of this annual report are arranged and are related to one another.

:

Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the Town's finances, in a manner similar to a private-sector business.



The *statement of net position* presents information on all the Town's assets deferred outflows/inflows, and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

The *statement of activities* presents information showing how the Town's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes).

Both of the government-wide financial statements distinguish functions of the Town that are principally supported by taxes and intergovernmental revenues *(governmental activities)* from other functions that are intended to recover all or a significant portion of their costs through user fees and charges *(business-type activities)*. The government activities of the Town include public works, police, and general administration services. The Town has one business-type activity for the provision of garbage and trash collection services.

The government-wide financial statements can be found on pages 16 and 17 of this report.

Fund financial statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. Most of the Town's basic services are reported in governmental funds. Governmental funds focus on how resources flow in and out and with the balances remaining at year-end that are available for spending. These funds are reported using an accounting method called the modified accrual accounting method, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the Town's general government operations and the basic services it provides. Governmental fund information shows whether there are more or fewer financial resources that can be spent in the near future to finance the Town's programs.

The Town maintains five governmental funds:

General Fund- a governmental fund that accounts for activity not accounted for elsewhere. It is the Town's primary fund.

Transportation Fund- a governmental special revenue fund that accounts for the revenues and expenditures related to the Town's share of the State's 5th and 6th cent gas tax funds.

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

Road And Bridge Fund- a governmental special revenue fund that accounts for the activities of the Town's dependent water control district.

Capital Improvement Program Fund- a governmental capital projects fund that accounts for the activity of long-lived capital improvements within the Town.

The Town adopts an annual budget for each of its funds. A budgetary comparison statement has been provided for the General Fund, the Transportation Fund, the Local Option Sales Tax Fund, and the Roads and Drainage Fund to demonstrate compliance with the budget. The Capital Improvement Program Fund does not have a supplementary budgetary comparison statement because its activities generally occur over more than one fiscal period.

The governmental fund financial statements can be found on pages 18 through 21 of this report.

Enterprise funds. The Town has one enterprise fund, the Solid Waste Fund, which charges residential customers for the services provided. These services are generally reported in proprietary funds. Proprietary funds are reported in the same way that all activities are reported in the Statement of Net Position and the Statement of Activities. The basic proprietary fund financial statements can be found on pages 22 through 24 of this report.

Notes to the basic financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 25 through 43 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Summary of net position. As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Town, governmental activity assets plus deferred outflows exceeded liabilities plus deferred inflows by $13,266,920. Business-type activity assets plus deferred outflows exceeded liabilities plus deferred inflows by $244,147. The Town-wide total net position was $13,511,067 at the close of the fiscal year ended September 30, 2024. The Statement of Net Position is on page 16 of this report.

The Town's investment in capital assets (e.g., land, buildings, equipment and vehicles, less accumulated depreciation and any related debt that is still outstanding that was used to acquire those assets) was $9,299,656 or about 70% of total net position at September 30, 2024. The Town uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending.

An additional $1,655,389 portion of the net position, or about 12%, represents resources that are subject to external restrictions on how they may be used. The Town has assigned $617,173 for the purpose of the subsequent year's capital improvement plan. The unrestricted net position of $2,556,022, or about 19%, may be used to meet the government's ongoing obligations to citizens and creditors. The following table reflects the condensed Statement of Net Position for the current year as compared to the prior year.

Table 1
Town of Loxahatchee Groves
Summary of Net Position

	Governmental Activities		Business Activities		Total	
	2024	2023	2024	2023	2024	2023
Assets:						
Current and other assets	$ 5,639,459	$ 5,297,012	$ 311,626	$ 309,050	$ 5,951,085	$ 5,606,062
Capital assets	9,762,473	8,917,757	-	-	9,762,473	8,917,757
Total assets	15,401,932	14,214,769	311,626	309,050	15,713,558	14,523,819
Deferred outflows of resources	684,385	614,986	-	-	684,385	614,986
Liabilities:						
Long-term liabilities	1,802,131	1,516,935	-	-		1,516,935
Other liabilities	763,714	866,069	67,479	55,521	831,193	921,590
Total liabilities	2,565,845	2,383,004	67,479	55,521	2,633,324	2,438,525
Deferred inflows of resources	253,552	168,704	-	-	253,552	168,704
Net position:						
Net investment in capital assets	9,299,656	8,673,364	-	-	9,299,656	8,673,364
Restricted	1,655,389	1,736,643	-	-	1,655,389	1,736,643
Unrestricted	2,311,875	1,868,040	244,147	253,529	2,556,022	2,121,569
Total net position	$ 13,266,920	$ 12,278,047	$ 244,147	$ 253,529	$ 13,511,067	$ 12,531,576

Governmental Activities.

- During the fiscal year 2024, net position improved over the prior year, increasing by $979,491, largely a result of investments in capital assets and a reduction in restricted assets and one-time developer contributions.

Business Activities.

- The funding for the Town's solid waste operation is largely derived from a special assessment placed upon residential properties within the Town's jurisdiction.
- The Town assesses approximately 1,500 residential units $400 per year for both the collection and disposal of solid waste. This amount was increased slightly in FY2025.
- Palm Beach County Property Appraiser notifies all affected property owners of the amount, public hearing date, and location of the meeting when the Town will adopt the Tentative Assessment.
- Palm Beach County Tax Collector receives all Town ad valorem tax and assessment payments and remits the funds to the Town.
- Services are provided through a residential solid waste collection and disposal contract.

The following is a summary of the changes in net position for the years ended September 30, 2024, and 2023. Key indicators, including revenues and expenditures by category are presented herein for review:

Table 2
Town of Loxahatchee Groves
Changes in Net Position

	Governmental Activities		Business Activities		Total	
	2024	2023	2024	2023	2024	2023
Revenues:						
Program revenues:						
Charges for services	$ 2,269,226	$ 2,330,472	$ 586,929	$ 585,725	$ 2,856,155	$ 2,916,197
Grants and contributions	245,740	359,793	-	-	245,740	359,793
General revenues:						
Property taxes	1,527,667	1,291,263	-	-	1,527,667	1,291,263
Local option sales tax	335,791	330,728	-	-	335,791	330,728
Franchise fees	631,736	649,469	-	-	631,736	649,469
Utility taxes	575,043	531,900	-	-	575,043	531,900
Intergovernmental	819,734	846,416	-	-	819,734	846,416
Investment/other income	1,071,503	182,342	-	-	1,071,503	182,342
Total revenues	7,476,440	6,522,383	586,929	585,725	8,063,369	7,108,108
Expenses:						
General Government	1,962,627	1,711,966	-	-	1,962,627	1,711,966
Public safety	1,289,290	1,442,215	-	-	1,289,290	1,442,215
Physical environment	3,090,301	2,690,070	-	-	3,090,301	2,690,070
Solid Waste	-	-	714,311	714,111	714,311	714,111
Interest Expense	27,349	3,820	-	-	27,349	3,820
Total expenses	6,369,567	5,848,071	714,311	714,111	7,083,878	6,562,182
Increase (decrease) in net position before transfers	1,106,873	674,312	(127,382)	(128,386)	979,491	545,926
Transfers:	(118,000)	(135,365)	118,000	135,365	-	-
Increase (decrease) in net position	988,873	538,947	(9,382)	6,979	979,491	545,926
Net position, beginning	$ 12,278,047	$ 11,739,100	$ 253,529	$ 246,550	$ 12,531,576	$ 11,985,650
Net position, ending	$ 13,266,920	$ 12,278,047	$ 244,147	$ 253,529	$ 13,511,067	$ 12,531,576

Governmental Activities.

- For fiscal year 2024, total revenues declined from the prior year by $954,057, largely due increased property taxes resulting from increased values and a one-time tree mitigation grant of $746,865.

- Total expenses increased by $521,496 or about 9%, largely reflecting an increase in general government expenses and public works efforts.

Business Activities.

- Revenue earned by business-type activities is generated by charges for services through special assessments for the Town's solid waste collection and recycling services totaled $586,929, or about the same amount for FY2023. Operating revenues decreased slightly by ($74,495) from FY2023. The rates charged to remained at $400 per residential unit.
- Expenses of business-type activities arise from the Town's solid waste collection and recycling services contract which totaled $714,311 in fiscal year 2024. This was nearly identical from the FY2023 operations.

Figure A-2
Town of Loxahatchee Groves
Revenues by Source – Governmental Activities
For the Fiscal Year Ended September 30, 2024

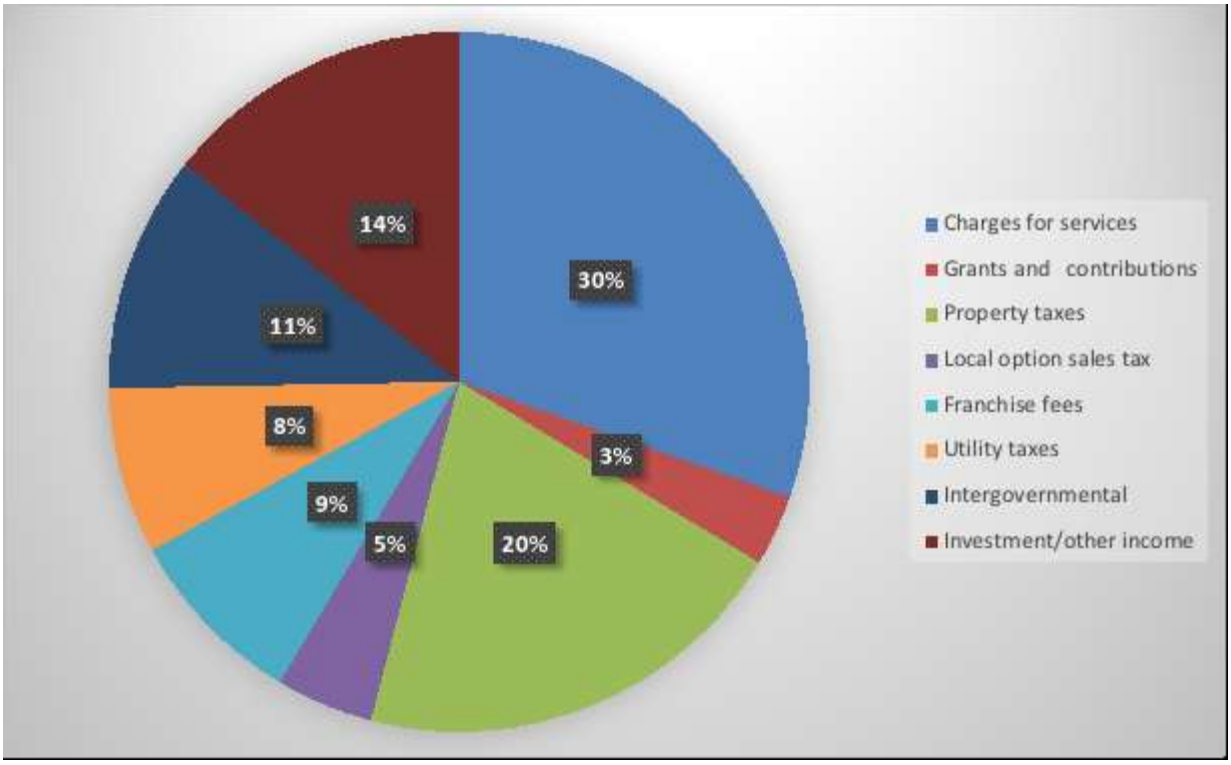
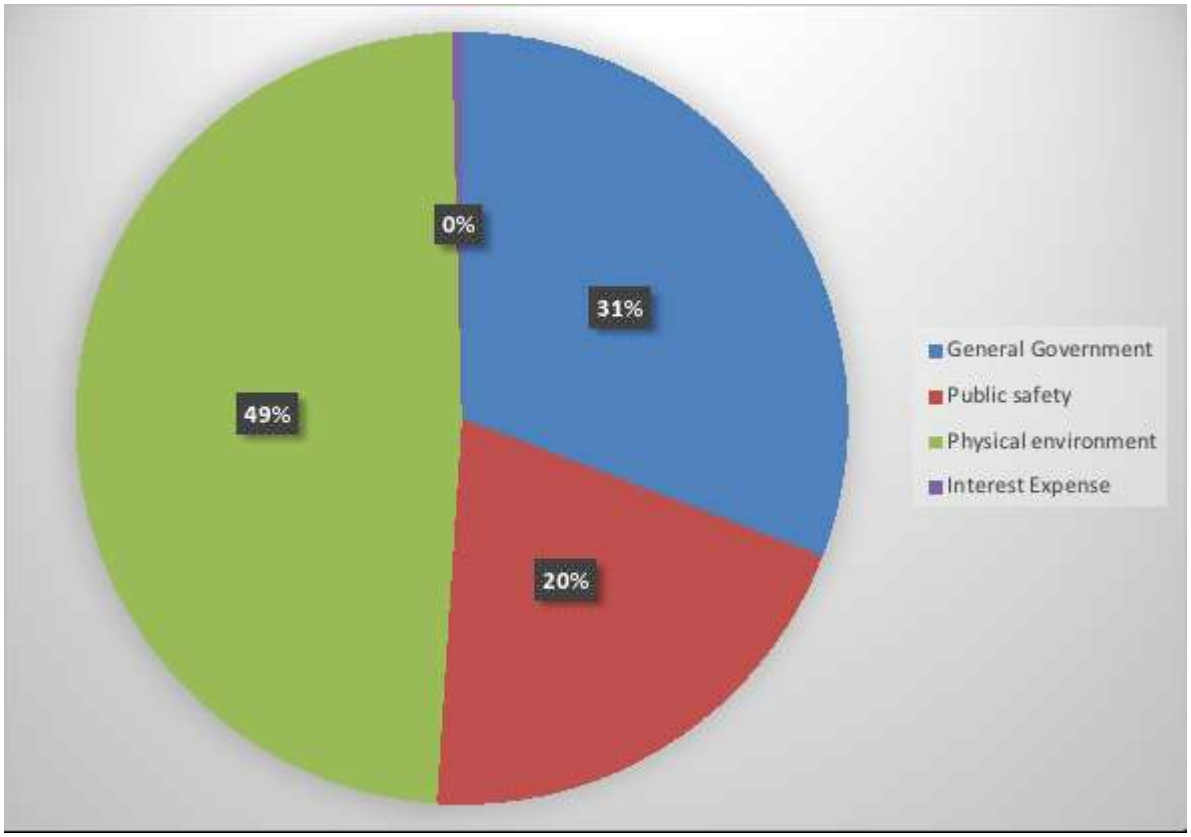


Figure A-3
Town of Loxahatchee Groves
Expenses – Governmental Activities
For the Fiscal Year Ended September 30, 2024



FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

The Town maintains five governmental funds: the General Fund, the Roads and Drainage Fund, the Transportation Fund, the Local Option Sales Tax fund, and the Capital Improvement Program Fund.

The Town adopts an annual appropriated budget for the General Fund, the Transportation Fund, the Local Option Sales Tax fund and the Roads and Drainage fund. The General Fund provides revenues and resources for basic governmental services. The Roads and Drainage Fund is funded thru special assessments and accounts for the operations of the Town's dependent special district. The Transportation Fund is funded through a dedicated local option gas tax and can only be used for allowable transportation related expenses such as road, street maintenance, and construction. Likewise, the Local Option Sales Tax Fund is funded through an additional voter-approved local option sales tax dedicated for infrastructure projects to occur over the next decade.

As noted earlier, the Town of Loxahatchee Groves uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the Town's *governmental funds* is to provide information on near-term inflows, outflows and balances of *spendable* resources. Such information is useful in assessing the Town's financing requirements. In particular, the *unassigned fund balance* may serve as a useful measure of the government's net resources available for spending at the end of a fiscal year.

General Fund. The General Fund is the primary operating fund of the Town. At the end of the fiscal year, the Town's General Fund reported an unassigned fund balance of $1,580,119, a decrease of $567,532 in comparison with the prior fiscal year. Much of the decrease was the use of fund balance for the subsequent year's budget.

A summary of the General Fund's condensed balance sheet and statement of revenues, expenditures, and changes in fund balance for September 30, 2024, and 2023 is shown below:

Table 3
Town of Loxahatchee Groves
Summary of General Fund Balance Sheet

	2024	2023	Change	% Change
Assets	$ 6,803,007	$ 6,382,422	$ 420,585	7%
Liabilites	$ 1,796,718	$ 1,853,393	$ (56,675)	-3%
Deferred inflows	334,203	41,659	292,544	702%
Fund balance				
Nonspendable fund balance	-	-	-	
Restricted fund balance	1,655,389	1,736,643	(81,254)	-5%
Assigned fund balance	1,912,045	1,170,608	741,437	63%
Unassigned fund balance	1,104,652	1,580,119	(475,467)	-30%
Total fund balance	4,672,086	4,487,370	184,716	4%
Total liabilities, deferred inflows, and fund balance	$ 6,803,007	$ 6,382,422	$ 420,585	7%

During the fiscal year 2024, the General Fund assets increased by $420,585 or 7%. The increase is mainly due to increases in intergovernmental revenue and other receivables. Liabilities decreased by ($56,675) or -3%, mainly due to the number of deposits held by the Town. Total fund balance increased by $420,585 or 7% owing in large part to a one-time contribution for tree mitigation of $746,865.

(continued next page)

Table 4
Town of Loxahatchee Groves
Summary of General Fund Statement of Revenues, Expenditures, and Changes in Fund Balance

	2024	2023	Change	% Change
Revenues	$ 4,885,080	$ 4,094,368	$ 790,712	19%
Expenditures	3,181,715	2,979,929	201,786	7%
Other Financings Sources and Uses	(1,320,853)	(1,175,912)	(144,941)	12%
Net change in fund balance	382,512	(61,473)	443,985	-722%
Fund balance, beginning	2,086,178	2,147,551	(61,373)	-3%
Fund balance, ending	$ 2,468,690	$ 2,086,078	$ 382,612	18%

The Town of Loxahatchee Groves General Fund revenues increased over the prior year by $790,712 or 19%, mostly the result of the use of a one-time developer contribution of $746,865. Total expenditures increased over the prior year by $201,786 or 7%, largely related to an increase in general governmental. The Town's Other financing sources and uses increased by 12%, largely due to transfers to the Capital Improvements Fund.

General Fund

The Town adopts annual budgets by fund, department function and object in compliance with Florida State Statute Section 200.065 (commonly referred to as the Truth-in Millage Legislation). The law requires municipal organizations to prepare and adopt annual operating budgets for the General, Special Revenue and Debt Service Funds following uniform time frames related to property tax levies. The balanced budgets may be revised throughout the year. The Town's code allows for intra-department level budget transfers between expenditure categories without Council approval; however, inter-department and fund total changes require Council-approved budget amendments adopted by resolution.

The Town's policy is to adopt the budget following the second public hearing of each fiscal year, held in September for an October 1st year. Budget amendments may be presented to Council at any time during the fiscal year and up to 60 days after the fiscal year ends.

Over the course of the year, the Town did not amend the General Fund budget but had positive variances in revenues which more than offset the negative variance in expenditures.

The budget versus actual schedule is presented on page 44 for the General Fund. The significant Variances to the final adopted budget, which was the same as the originally adopted budget, were due to development-related activities, primarily tree mitigation amounts. This was for both revenues and expenditures.

Roads and Drainage Special Revenue Fund

The Loxahatchee Groves Water Control District became a dependent special district on June 26, 2018, and the operations have since been reported as the Roads and Drainage Special Revenue Fund. The actual revenues were slightly higher than budgeted, but expenditures were greater than anticipated by $309,852. The fund contributed significantly to road and drainage improvements accounted for in the CIP fund.

The budget versus actual schedules is presented on page 45 for the Roads and Drainage Special Revenue Fund.

Transportation Special Revenue Fund

The fund balance of the Transportation Special Revenue Fund remained at $0.00, as was the prior year. All the funds were transferred out to support activities in other funds. The fund balance declined largely due to capital asset activity and increased maintenance efforts for this activity.

Local Option Sales Tax Special Revenue Fund

In 2016, a one-cent infrastructure surtax or Local Option Sales Tax was approved by the voters in Palm Beach County for no more than ten years. The distribution is 50% for the School Board, 30% for the County, and 20% to be distributed to the Municipalities. Accordingly, the Town established the Local Option Sales Tax Fund to account for these funds which will enable the Town to initiate at least a portion of long-overdue roadway improvement projects. In FY2024, the total revenue received was $386,243, all of which was transferred for use to the CIP fund. The fund balance declined largely due to capital asset activity in the Capital Improvement Fund.

Capital Improvement Fund

The Capital Improvement Fund showed $1,640,010 in investments to the community's infrastructure, which was funded with transfers from other funds, carryover from prior years, and contributions from private sources. The balance increased due to transfers and revenues provided for a continued improvement in primarily road and drainage projects that were underway at fiscal year-end. This activity will continue through FY2025.

Capital Assets

As of September 30, 2024, the Town's capital assets amounted to $9,299,656 (net of accumulated depreciation). This was $626,292 more than the prior year. More details relating to capital assets can be found on Note 4 of the Notes to the Financial Statements.

Long-Term Liabilities

As of the end of the fiscal year the only long-term liabilities of the Town were for accumulated compensated absences owed to employees upon separation from service, leases for equipment, and net pension liabilities owed to retirees, present and future. The Total amount of these liabilities amounted to $1,921,313, of which $119,142 was estimated to be due during FY2025. The Town's Lease Liability increased, net, by $147,601 due to the acquisition of new heavy equipment financed by a lease. The Town's Net pension liability increased by $159,687 due to its share of activities in the Florida Retirement System.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

The State of Florida, by constitution, does not have a state personal income tax and therefore, the State operates primarily using sales, gasoline and corporate income taxes. Local governments (cities, counties and school boards) primarily rely upon property taxes and a limited array of permitted other taxes (sales, telecommunication, gasoline, utilities services, etc.) and fees (franchise, building permits, occupational license, etc.) for funding of their governmental activities. In addition, there are a limited number of state-shared revenues and recurring and non-recurring (one-time) grants from both the state and federal governments.

During 2007 the Florida Legislature passed property tax reform legislation limiting the property tax levies of local governments. The maximum tax levy allowed by a majority vote of the governing body is based on a percentage reduction applied to the prior year property tax revenue. The percentage reduction is calculated based on the compound annual growth rate in the per capita property taxes levied. The law allows local governments to adopt a higher millage rate based on the following approval of the governing body: 1) a majority vote to adopt a rate equal to the prior year rolled-back millage rate, plus an adjustment for growth in per capita personal income; 2) a two-thirds vote to adopt a rate equal to the prior year adjusted millage rate plus 10%; or 3) any millage rate approved by unanimous vote or referendum. Future property tax growth is limited to the annual growth rate of per capita personal income, which is currently 3% to 4%, plus the value of new construction.

On January 29, 2008, the Florida electorate approved an amendment to the Florida Constitution relative to property taxation. This amendment (referred to as Amendment 1) was placed on the ballot by the Florida Legislature at a special session held in October 2007. With respect to homestead property, Amendment 1 increases the current $25,000 homestead exemption by another $25,000 (for property values between $50,000 - $75,000), except for school district taxes. Since the new $25,000 homestead exemption does not apply to school district taxes, this effectively amounts to a $15,000 increase to the existing homestead exemption. Amendment 1 also allows property owners to transfer (make portable) up to $500,000 of their Save Our Homes benefits to their next homestead when they move. Save Our Homes became effective in 1995 and limits (caps) the annual increase in assessed value for homestead property to three percent (3%) or the percentage change in the Consumer Price Index, whichever is less.

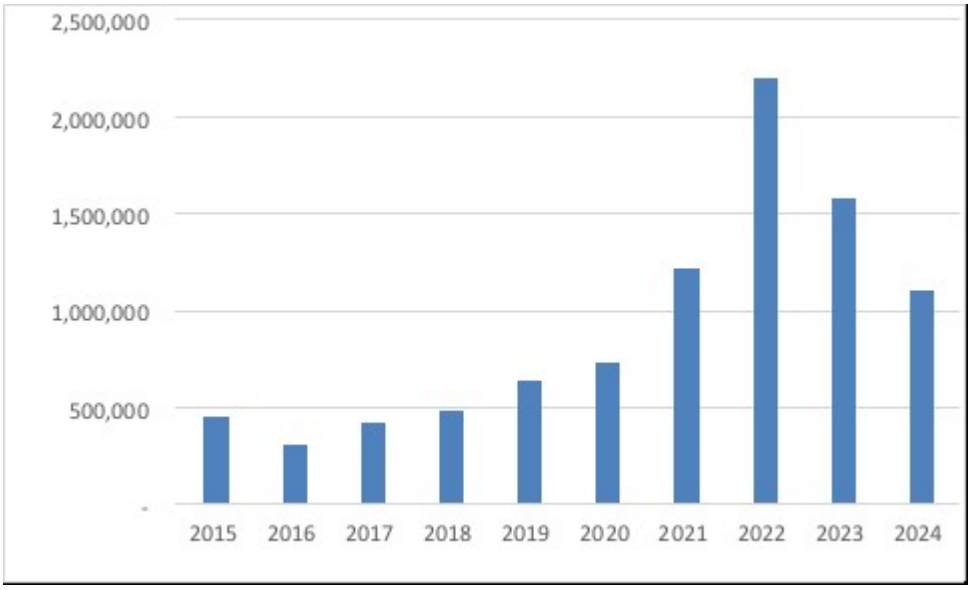
With respect to non-homestead property, Amendment 1 limits (caps) the annual increase in assessed value for non-homestead property (businesses, industrial property, rental property, second homes, etc.) to ten percent (10%), except for school district taxes. The Amendment also provides a $25,000 exemption for tangible personal property. Amendment 1 became effective on October 1, 2008, except for the ten percent (10%) assessment cap on non-homestead property which became effective on January 1, 2009.

Additional tax relief bills were introduced at the 2018 legislative session which could further limit the extent to which municipalities can levy taxes. Along with all Florida municipalities, the Town faces the unknown negative financial impact of a proposed constitutional amendment on the November 8, 2018, ballot which was approved, which created an additional $25,000 exemption for homestead properties for the purposes of non-school (city, county and special district) property taxes. It has been estimated that the new homestead exemption will have a collective negative fiscal impact on all Florida cities, counties and special districts of roughly $750 million in the first year growing to nearly $820 million by the fifth year.

- In setting its fiscal 2023-2024 and 2024-2024 budgets, the Town adopted a millage rate of 3.0000.

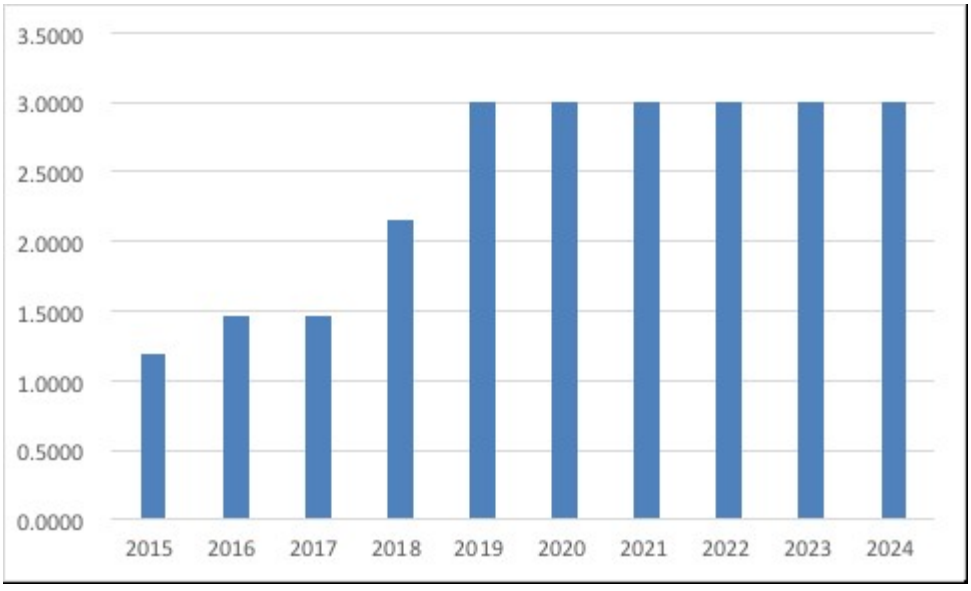
- The Town of Loxahatchee Groves enjoyed increases in total assessed property value of over 14.7% for fiscal year 2024.

General Fund Unassigned Surplus
For the Fiscal Years ended September 30, 2013-2024



In 1995, the state of Florida limited all local governments' ability to increase property assessments of homestead property in any given year to 3 percent or cost of living, whichever is lower. The graph below shows the millage rates since 2012. The Town, just like many cities across the country, faces the challenge of keeping taxes and service charges as low as possible while providing residents with the level of service they have come to expect.

Town of Loxahatchee Groves Millage
For the Fiscal Years ended September 30, 2013-2024



The operating millage rate for tax year 2023, which is collected in fiscal year 2024, is 3.0000 or $3.00 per thousand dollars of taxable value. The operating millage rate remained the same as the prior fiscal year and resulted property tax revenue of $1,527,667, an increase of $236,404, or 18.3% over the prior year due to increased property values. Historically, the rollback rate has always been lower than the existing rate.

The Roads & Drainage Assessment remained unchanged at $200 per unit. Similarly, the Solid Waste assessment rate remained at $400 per unit.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the Town of Loxahatchee Groves' finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Town Manager, 155 F Road, Loxahatchee Groves, Florida 33470.

FINANCIAL STATEMENTS

TOWN OF LOXAHATCHEE GROVES, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash and cash equivalents	$ 3,128,303	$ 308,026	$ 3,436,329
Investments	1,056,415	-	1,056,415
Receivables:			
Planning and zoning	228,810	-	228,810
Franchise and utility taxes	126,607	-	126,607
Due from other governments	352,459	3,600	356,059
Restricted cash	746,865	-	746,865
Capital assets:			
Nondepreciable capital assets	573,337	-	573,337
Depreciable capital assets, net	9,189,136	-	9,189,136
Total assets	15,401,932	311,626	15,713,558
DEFERRED OUTFLOWS OF RESOURCES			
Deferred outflow of resources relating to pensions	684,385	-	684,385
LIABILITIES			
Accounts payable and accrued liabilities	426,515	67,479	493,994
Due to other governments	51,434	-	51,434
Deposits for planning and zoning	166,583	-	166,583
Noncurrent liabilities:			
Due within one year	119,182	-	119,182
Due in more than one year	1,802,131	-	1,802,131
Total liabilities	2,565,845	67,479	2,633,324
DEFERRED INFLOWS OF RESOURCES			
Deferred inflow of resources relating to pensions	165,089	-	165,089
Local business taxes	88,463	-	88,463
Total deferred inflows of resources	253,552	-	253,552
NET POSITION			
Net investment in capital assets	9,299,656	-	9,299,656
Restricted for:			
Roads and drainage	856,281	-	856,281
Tree Mitigation	746,865	-	746,865
Infrastructure	52,243	-	52,243
Unrestricted	2,311,875	244,147	2,556,022
Total net position	$ 13,266,920	$ 244,147	$ 13,511,067

See notes to basic financial statements

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

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

See notes to basic financial statements

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

	Major Funds					
	General Fund	Roads and Drainage	Transportation	Local Option Sales Tax	Capital Improvements	Total Governmental Funds
ASSETS						
Cash and cash equivalents	$ 550,126	$ 952,045	$ 260,437	$ -	$ 1,365,695	$ 3,128,303
Investments	153,130	-	-	903,285	-	1,056,415
Receivables						
Planning and zoning	228,810	-	-	-	-	228,810
Franchise and utility taxes	126,607	-	-	-	-	126,607
Due from other governments	45,779	8,871	31,200	20,869	245,740	352,459
Restricted cash	746,865	-	-	-	-	746,865
Due from other funds	1,163,548	-	-	-	-	1,163,548
Total assets	3,014,865	960,916	291,637	924,154	1,611,435	6,803,007
LIABILITIES						
Accounts payable and accrued liabilities	239,695	104,635	-	-	70,823	415,153
Due to other governments	51,434	-	-	-	-	51,434
Deposits for planning and zoning	166,583	-	-	-	-	166,583
Due to other funds	-	-	291,637	871,911	-	1,163,548
Total liabilities	457,712	104,635	291,637	871,911	70,823	1,796,718
DEFERRED INFLOWS OF RESOURCES						
Local business taxes leived	88,463	-	-	-	-	88,463
Unavailable revenues	-	-	-	-	245,740	245,740
Total deferred inflows of resources	88,463	-	-	-	245,740	334,203
FUND BALANCES						
Restricted for:						
Roads and drainage	-	856,281	-	-	-	856,281
Infrastructure	-	-	-	52,243	-	52,243
Tree Mitigation	746,865	-	-	-	-	746,865
Assigned for:						
Capital projects	-	-	-	-	1,294,872	1,294,872
Subsequent year's budget	617,173	-	-	-	-	617,173
Unassigned	1,104,652	-	-	-	-	1,104,652
Total fund balances	2,468,690	856,281	-	52,243	1,294,872	4,672,086
Total liabilities, deferred inflows of resources and fund balances	$ 3,014,865	$ 960,916	$ 291,637	$ 924,154	$ 1,611,435	$ 6,803,007

See notes to basic financial statements

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

Total fund balances - governmental funds (Page 18)		$ 4,672,086
Amounts reported for governmental activities in the statement of net position are different as a result of:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of accumulated depreciation, in the net position of the government as a whole.		
Cost of capital assets	$ 16,800,897	
Accumulated depreciation	(7,038,424)	
		9,762,473
Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.		
Net pension liability	(1,501,951)	
Lease payable	(391,994)	
Accrued interest	(11,362)	
Compensated absences	(27,368)	
		(1,932,675)
Deferred outflows and inflows of resources related to pensions are applicable to future periods and, therefore, are not reported in the governmental funds		
Deferred outflow of resources relating to pensions	684,385	
Deferred inflow of resources relating to pensions	(165,089)	
		519,296
Revenue collected outside of the period of availability is not available to pay for current period expenditures and therefore, is a deferred inflow in the funds.	$ 245,740	245,740
Net position of governmental activities (Page 16)		$ 13,266,920

See notes to basic financial statements

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

	Major Funds					
	General Fund	Roads and Drainage	Transportation	Local Option Sales Tax	Capital Improvements	Total Governmental Funds
Revenues:						
Property taxes	$ 1,527,667	$ -	$ -	$ -	$ -	$ 1,527,667
Local option sales tax	-	-	-	335,791	-	335,791
Utility service taxes	575,043	-	-	-	-	575,043
Franchise fees	701,794	-	-	-	-	701,794
Intergovernmental revenues	436,740	-	382,994	-	-	819,734
Charges for services	514,075	-	-	-	-	514,075
Licenses and permits	316,888	-	-	-	-	316,888
Special assessments	-	1,517,154	-	-	-	1,517,154
Fines and forfeitures	773,921	-	-	-	-	773,921
Miscellaneous revenues	1,860	-	-	-	63,600	65,460
Interest	37,092	5,376	-	50,452	-	92,920
Total revenues	4,885,080	1,522,530	382,994	386,243	63,600	7,240,447
Expenditures:						
Current:						
General government	1,572,114	-	-	-	-	1,572,114
Public safety	1,596,191	-	-	-	-	1,596,191
Physical environment	-	2,155,802	-	-	-	2,155,802
Debt service:						
Principal	3,261	88,484	-	-	-	91,745
Interest	24	15,963	-	-	-	15,987
Capital outlay	10,125	324,546	-	-	1,574,267	1,908,938
Total expenditures	3,181,715	2,584,795	-	-	1,574,267	7,340,777
Excess (deficiency) of revenues over (under) expenditures	1,703,365	(1,062,265)	382,994	386,243	(1,510,667)	(100,330)
Other financing sources:						
Proceeds from sale of capital assets	-	163,700	-	-	-	163,700
Issuance of debt - leases	-	239,346	-	-	-	239,346
Transfers in	-	263,548	-	-	2,140,990	2,404,538
Transfers out	(1,320,853)	(484,691)	(382,994)	(334,000)	-	(2,522,538)
Total other financing sources	(1,320,853)	181,903	(382,994)	(334,000)	2,140,990	285,046
Net change in fund balances	382,512	(880,362)	-	52,243	630,323	184,716
Fund balance - beginning of year	2,086,178	1,736,643	-	-	664,549	4,487,370
Fund balance - ending	$ 2,468,690	$ 856,281	$ -	$ 52,243	$ 1,294,872	$ 4,672,086

See notes to basic financial statements

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

Net change in fund balances - total governmental funds (Page 18)		$ 184,716
Amounts reported for governmental activities in the statement of activities are different as a result of:		
Governmental funds report capital outlay as an expenditure. However, the cost of those capital assets is eliminated in the statement of activities and capitalized in the statement of net position.		
Expenditures for capital assets	1,908,938	
Less current year depreciation	(1,058,090)	
Amounts reported as capital outlay not included in capital assets (not capitalized)	(6,132)	
		844,716
Debt issued provides current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position. Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabities in the statement of net position.		
Issuance of debt - leases	(239,346)	
Leases repayments	91,745	
		(147,601)
Under the modified accrual basis of accounting used in the governmental funds, revenues are not recognized until funds are measurable and available to finance current expenditures. In the statement of activities, however, which is presented on the accrual basis, revenues are reported when earned.	245,740	
		245,740
Some expenses reported in the statement of activities do not require the use of financial resources and, therefore, are not reported as expenditures in the governmental funds.		
Change in net pension liability and related deferred amounts	(156,687)	
Deferred outflows of resources related to pensions	(38,044)	
Deferred inflow of resources related to pensions	69,399	
Accrued interest expense	(11,362)	
Current change in compensated absences	(2,004)	
		(138,698)
Change in net position of governmental activities (Page 17)		$ 988,873

See notes to basic financial statements

TOWN OF LOXAHATCHEE GROVES, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUND - SOLID WASTE
SEPTEMBER 30, 2024

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

See notes to basic financial statements

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

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

See notes to basic financial statements

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

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

See notes to basic financial statements

NOTES TO THE FINANCIAL STATEMENTS

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

Reporting Entity

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

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

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

   or

2. the organization is fiscally dependent on the Town and (1) there is a potential for the organization to provide specific financial benefits to the Town or (2) impose specific financial burdens on the Town.

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

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

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

Government-wide and Fund Financial Statements

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

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

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

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

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

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

Governmental Funds

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

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

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

The Town reports the following major governmental funds:

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

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

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

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

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

Proprietary Fund

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

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

Cash and Cash Equivalents

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

Statement of Cash Flows

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

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Prepaid Items

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

Interfund Transactions

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

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

Capital Assets

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

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

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

Compensated Absences

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

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

Deferred Outflows of Resources

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

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Deferred Inflows of Resources

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

1. Pension items in connection with the Town's participation in the Florida Retirement System are reported in the government-wide statement of net position. These deferred pension charges are amortized in a systematic and rational method as pension expense in future periods.

2. Business tax receipts that are received by the Town prior to the period for which the taxes are levied are reported as deferred inflows on both the government-wide statement of net position and on the governmental funds balance sheet.

3. Special assessments that are not received within 60 days of the end of the fiscal year do not meet the availability criterion of the modified accrual basis of accounting, and therefore are reported as deferred inflows only on the governmental funds balance sheet.

Assessments

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

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

Use of Estimates

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

Net Position

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

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fund Balance

There are five possible classifications of fund balance:

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

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

Unassigned Fund Balance/Unrestricted Net Position

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

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

NOTE 2 – STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Budgetary Data

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

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

NOTE 2 – STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY (CONTINUED)

Budgetary Data (Continued)

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

5. Appropriations along with encumbrances lapse on September 30.

6. During the fiscal year ended September 30, 2024, there were no supplemental appropriations.

At September 30, 2024, there were $731,632 of encumbrances in the Capital Improvement Program Fund.

Property Taxes

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

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

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

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

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

NOTE 3 – DEPOSITS AND INVESTMENTS

Deposits

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

NOTE 3 – DEPOSITS AND INVESTMENTS (CONTINUED)

Deposits (continued)

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

Investments

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

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

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

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

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

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

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

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

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

Interest Rate Risk

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

1. Structuring the investment portfolio so that the securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.

2. Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools.

NOTE 4 – CAPITAL ASSETS

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

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

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

NOTE 5 – LONG–TERM LIABILITIES

Changes in Long-Term Liabilities

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

Governmental activities:	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Compensated absences	$ 25,364	$ 2,004	$ -	$ 27,368	$ 6,842
Net pension liability	1,345,264	156,687	-	1,501,951	-
Lease liability	244,393	239,346	(91,745)	391,994	112,340
	$ 1,615,021	$ 398,037	$ (91,745)	$ 1,921,313	$ 119,182

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

NOTE 6 – OTHER POST EMPLOYMENT BENEFITS (OPEB)

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

NOTE 7 – FLORIDA RETIREMENT SYSTEM

General Information

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

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

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

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

Significant Accounting Policies

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

Plan Description

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

- Regular Class
- Senior Management Service Class

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

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

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Pension Plan

Benefits Provided

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

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

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

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

Contributions

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

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

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

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Pension Plan (Continued)

Contributions (continued)

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

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

Pension Liabilities and Pension Expense

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

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

Deferred Outflows and Inflows of Resources Related to Pensions

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

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

The deferred outflows of resources totaling $30,500 resulting from Town contributions to FRS subsequent to the measurement date but before the end of the Town's reporting period will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2025. Other amounts reported as deferred outflows of resources and deferred inflows of resources will be recognized in pension expense as follows:

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

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Pension Plan (Continued)

Actuarial Assumptions

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

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

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

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

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

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

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

Discount Rate

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

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Pension Plan (Continued)

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

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

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

Pension Plan Fiduciary Net Position

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

Payables to the Pension Plan

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

Plan Description

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

Retiree Health Insurance Subsidy (HIS) Program

Benefits Provided

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

Contributions

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

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

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Retiree Health Insurance Subsidy (HIS) Program (Continued)

Pension Liabilities and Pension Expense

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

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

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

Deferred Outflows and Inflows of Resources Related to Pensions

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

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

The deferred outflows of resources totaling $6,030 resulting from Town contributions to HIS subsequent to the measurement date but before the end of the Town's reporting period will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2025. Other amounts reported as deferred outflows of resources and deferred inflows of resources will be recognized in pension expense as follows:

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

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Retiree Health Insurance Subsidy (HIS) Program (Continued)

Actuarial Assumptions

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

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

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

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

Discount Rate

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

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

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

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

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

Pension Plan Fiduciary Net Position

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

Payables to the Pension Plan

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

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Summary Data

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

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

Investment Plan

Plan Description

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

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

Funding Policy

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

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

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

NOTE 7 – FLORIDA RETIREMENT SYSTEM (CONTINUED)

Investment Plan (Continued)

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

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

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

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

NOTE 8 – INTERFUND ACTIVITY

Receivables and Payables

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

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

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

Transfers

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

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

NOTE 9 – LEASES

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

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

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

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

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

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

NOTE 10 – RISK MANAGEMENT

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

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

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

NOTE 11 – COMMITMENTS AND CONTINGENCIES

Agreement with Palm Beach County for Law Enforcement Services

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

NOTE 11– COMMITMENTS AND CONTINGENCIES (CONTINUED)

Fire Protection and Emergency Medical Services

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

Solid Waste and Recycling Collection Franchise Agreement

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

Lines of Credit

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

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

Approved Bonds

On March 15, 2017, a referendum to use gas tax funds and if necessary, infrastructure sales tax funds, in support of issuing bonds in an amount not to exceed $6,000,000 for new road construction was approved. On June 6, 2017, the Town Council approved Resolution No. 2017-31 authorizing the issuance of Roadway Improvement Revenue Bonds not exceeding $6,000,000 and pledging the Town's Gas Tax Revenues and Sales Surtax Revenues; however, no Bonds have been issued as of April 30, 2025.

On March 12, 2019, a referendum authorizing the issuance of Bonds not to exceed $4,000,000 to finance the fifty percent owner contribution portion of the costs of roadway improvements to be repaid by special assessments from the affected property owners, known as the 50% bonds; however, no Bonds have been issued as of April 30, 2025.

REQUIRED SUPPLEMENTARY INFORMATION

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

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual	Positive/(Negative)
Revenues:				
Property taxes	$ 1,502,208	$ 1,502,208	$ 1,527,667	$ 25,459
Utility service taxes	496,000	496,000	575,043	79,043
Franchise fees	636,800	636,800	701,794	64,994
Intergovernmental revenues	422,000	422,000	436,740	14,740
Charges for services	391,500	391,500	514,075	122,575
Licenes and permits	260,000	260,000	316,888	56,888
Fines and forfeitures	10,000	10,000	773,921	763,921
Miscellaneous revenues	1,000	1,000	1,860	860
Interest	5,000	5,000	37,092	32,092
Total revenues	3,724,508	3,724,508	4,885,080	1,160,572
Expenditures:				
General government	1,487,056	1,487,056	1,630,601	(143,545)
Law enforcement	661,000	661,000	660,092	908
Planning, zoning, and code enforcement	700,330	700,330	887,737	(187,407)
Debt service				
Principal	-	-	3,261	(3,261)
Interest	-	-	24	(24)
Total expenditures	2,848,386	2,848,386	3,181,715	(333,329)
Excess (deficiency) of revenues over (under) expenditures before other financing uses	876,122	876,122	1,703,365	827,243
Other financing sources:				
Transfer in	506,059	506,059	-	506,059
Transfer out	(1,382,181)	(1,382,181)	(1,320,853)	(61,328)
Total other financing sources	(876,122)	(876,122)	(1,320,853)	444,731
Net change in fund balance	$ -	$ -	382,512	$ (382,512)
Fund balance - beginning of year			2,086,178	
Fund balances - ending			$ 2,468,690	

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

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

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

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

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

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

TOWN OF LOXAHATCHEE GROVES, FLORIDA
NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION
SEPTEMBER 30, 2024

Note 1 - Basis of Accounting

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

Note 2 - Stewardship, Compliance, and Accountability

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

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

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

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

Last Ten Fiscal Years

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

Note: Additional years will be presented as they become available. The Loxahatchee Water Control District became a dependent special district of the Town effecticve June 26, 2018, fiscal year 2018 and earlier are for the District as the Town did not have any employees.

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

Last Ten Fiscal Years

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

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

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

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

Last Ten Fiscal Years

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

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

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

Last Ten Fiscal Years

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

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

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

STATISTICAL SECTION

STATISTICAL SECTION

This part of the Town of Loxahatchee Groves' annual comprehensive financial report presents detailed unaudited information as a context for understanding what the information in the financial statement, note disclosures, and required supplementary information says about the Town's overall financial health.

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These schedules contain trend information to help the reader understand how the Town's financial performance and well-being have changed over time. These schedules include:

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Changes in Fund Balances of Governmental Funds 56
General Governmental Revenues by Source 57

Revenue Capacity
These schedules contain information to help the reader assess the Town's most significant local revenue source, the property tax.

Assessed Value and Estimated Actual Value of Taxable Property 58
Property Tax Rates Direct and Overlapping Governments 59
Principal Property Tax Payers 60
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Debt Capacity
These schedules present information to help the reader assess the affordability of the Town's current levels of outstanding debt and the Town's ability to issue additional debt in the future.

Direct and Overlapping Governmental Activities Debt 62

Demographic and Economic Information
These schedules offer demographic and economic indicators to help the reader understand the environment within which the Town's financial activities take place.

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Operating Information
These schedules contain service and infrastructure data to help understand how the information in the Town's financial report relates to the services the Town provides and the activities it performs.

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Sources: Unless otherwise noted, the information in these schedules is derived from the annual comprehensive financial reports for the relevant year.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
Net Position By Component
Last Ten Fiscal Years
(accrual basis of accounting)

	2015	2016	2017	2018	2019
Governmental activities:					
Net investment in capital assets	$ 1,856,215	$ 3,165,292	$ 3,962,198	$ 4,652,258	$ 4,989,272
Restricted	1,266,673	1,035,067	1,163,010	1,973,806	2,481,866
Unrestricted	1,633,875	2,101,301	1,302,320	331,416	560,522
Total governmental activities net position	$ 4,756,763	$ 6,301,660	$ 6,427,528	$ 6,957,480	$ 8,031,660
Business-type activities					
Unrestricted	$ 29,594	$ 28,097	$ (20,435)	$ (8,655)	$ 83,372
Primary government:					
Net investment in capital assets	$ 1,856,215	$ 3,165,292	$ 3,962,198	$ 4,652,258	$ 4,989,272
Restricted	1,266,673	1,035,067	1,163,010	1,973,806	2,481,866
Unrestricted	1,663,469	2,129,398	1,281,885	322,761	643,894
Total primary government net position	$ 4,786,357	$ 6,329,757	$ 6,407,093	$ 6,948,825	$ 8,115,032

	2020	2021	2022	2023	2024
Governmental activities:					
Net investment in capital assets	$ 4,793,434	6,675,768	7,991,594	8,673,364	9,299,656
Restricted	2,675,011	2,412,085	2,308,278	1,112,530	1,655,389
Unrestricted	575,736	427,730	1,493,951	2,492,153	2,311,875
Total governmental activities net position	$ 8,044,181	$ 9,515,583	$ 11,793,823	$ 12,278,047	$ 13,266,920
Business-type activities					
Unrestricted	$ 129,307	$ 211,883	$ 246,550	$ 253,529	$ 244,147
Primary government:					
Net investment in capital assets	$ 4,793,434	6,675,768	7,991,594	8,673,364	9,299,656
Restricted	2,675,011	2,412,085	2,308,278	1,112,530	1,655,389
Unrestricted	705,043	639,613	1,740,501	2,745,682	2,556,022
Total primary government net position	$ 8,173,488	$ 9,727,466	$ 12,040,373	$ 12,531,576	$ 13,511,067

The Loxahatchee Groves Water Control District became a dependent special district on June 26, 2018, transferring in $1,269,175 of net position as of that date.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
EXPENSES										
Governmental activities:										
General government	$ 916,445	$ 914,583	$ 963,530	$ 1,042,085	$ 1,452,992	$ 1,111,638	$ 1,129,525	$ 1,352,540	$ 1,711,966	$ 1,962,627
Public safety (1)	285,459	290,048	294,621	610,000	622,412	1,002,044	1,119,128	1,346,755	1,442,314	1,289,290
Physical environment	402,114	1,061,666	805,928	1,030,000	1,417,732	2,449,872	1,227,929	2,068,776	2,690,070	3,090,301
Interest expense	-	-	-	9,272	33,024	26,973	2,709	-	3,721	27,349
Total governmental activities	1,604,018	2,266,297	2,064,079	2,691,357	3,526,160	4,590,527	3,479,291	4,768,071	5,848,071	6,369,567
Business-type activities:										
Solid Waste	440,786	435,614	553,265	814,671	550,288	703,481	699,311	673,203	714,111	714,311
Total primary government expenses	2,044,804	2,701,911	2,617,344	3,506,028	4,076,448	5,294,008	4,178,602	5,441,274	6,562,182	7,083,878
PROGRAM REVENUES										
Governmental activities:										
Charges for services:										
General government	132,333	204,519	110,820	104,397	160,658	181,640	337,781	798,632	797,706	755,577
Physical environment	-	-	-	-	1,543,093	1,554,737	1,520,542	1,546,426	1,532,766	1,513,649
Operating grants and contributions	-	-	-	45,178	-	70,741	40,141	1,439,774	359,793	-
Capital grants and contributions	-	1,997,697	260,404	-	92,897	20,000	92,406	-	-	245,740
Total governmental activities program revenues	132,333	2,202,216	371,224	149,575	1,796,648	1,827,118	1,990,870	3,784,832	2,690,265	2,514,966
Business-type activities:										
Charges for services-Sanitation	431,421	339,620	357,835	364,869	642,315	645,523	653,665	660,895	585,725	586,929
Operating grants and contributions	-	-	54,351	51,582	-	103,893	50,272	(675)	-	-
Total business-type program revenues	431,421	339,620	412,186	416,451	642,315	749,416	703,937	660,220	585,725	586,929
Total primary government program revenues	563,754	2,541,836	783,410	566,026	2,438,963	2,576,534	2,694,807	4,445,052	3,275,990	3,101,895
Net (expense) revenue										
Governmental activities	(1,471,685)	(64,081)	(1,692,855)	(2,541,782)	(1,729,512)	(2,763,409)	(1,488,421)	(983,239)	(3,157,806)	(3,854,601)
Business-type activities	(9,365)	(95,994)	(141,079)	(398,220)	92,027	45,935	4,626	(12,983)	(128,386)	(127,382)
Total primary government net (expenses) revenue	(1,481,050)	(160,075)	(1,833,934)	(2,940,002)	(1,637,485)	(2,717,474)	(1,483,795)	(996,222)	(3,286,192)	(3,981,983)
General revenues and Other Changes in Net Position:										
Governmental activities:										
Property taxes	229,355	315,454	361,816	612,844	913,924	972,399	1,042,008	1,119,902	1,291,263	1,527,667
Local option sales tax	-	-	160,446	219,920	244,142	233,775	272,580	315,075	330,728	335,791
Utility taxes	349,103	353,221	372,182	388,641	474,036	442,683	442,871	469,441	531,900	575,043
Franchise fees based on gross receipts	221,246	312,064	262,181	214,497	321,215	321,674	372,660	524,169	649,469	631,736
Unrestricted intergovernmental revenue	709,241	722,300	741,009	748,944	755,583	754,758	834,038	848,230	846,416	819,734
Interest and other	200	436	13,636	27,713	94,792	50,641	35,356	32,332	182,342	1,071,503
Transfers	-	(94,497)	(92,547)	(410,000)			(77,950)	(47,650)	(135,365)	(118,000)
Total governmental activities	1,509,145	1,608,978	1,818,723	1,802,559	2,803,692	2,775,930	2,921,563	3,261,499	3,696,753	4,843,474
Business-type activities:										
Transfers	-	94,497	92,547	410,000	-	-	77,950	47,650	135,365	118,000
Total business-type activities	-	94,497	92,547	410,000	-	-	77,950	47,650	135,365	118,000
Total primary government	1,509,145	1,703,475	1,911,270	2,212,559	2,803,692	2,775,930	2,999,513	3,309,149	3,832,118	4,961,474
Change in Net Position										
Governmental activities	37,460	1,544,897	125,868	(739,223)	1,074,180	12,521	1,433,142	2,278,260	538,947	988,873
Business-type activities	(9,365)	(1,497)	(48,532)	11,780	92,027	45,935	82,576	34,667	6,979	(9,382)
Total primary government	$ 28,095	$ 1,543,400	$ 77,336	$ (727,443)	$ 1,166,207	$ 58,456	$ 1,515,718	$ 2,312,927	$ 545,926	$ 979,491

(1) In 2020 Code Enforcement and Planning and Zoning were moved from General Government to Public Safety.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	2015	2016	2017	2018	2019
General Fund					
Nonspendable-prepaids	$ 26,562	$ 28,293	$ 3,750	$ -	$ 82,256
Restricted for tree mitigation	-	-	-	-	75,635
Restricted for transportation	-	-	-	-	-
Assigned for capital projects	-	-	-	-	-
Assigned for subsquent year's budget	-	-	-	-	-
Unassigned	454,232	307,413	425,225	485,224	638,242
Total general fund	$ 480,794	$ 335,706	$ 428,975	$ 485,224	$ 796,133
All other governmental funds					
Nonspendable-prepaids	$ -	$ -	$ -	$ -	$ 50,000
Restricted for infrastructure	-	-	160,446	380,366	624,508
Restricted for transportation	1,266,673	1,035,067	1,002,564	886,474	1,007,764
Restricted for roads and drainage	-	-	-	608,773	670,368
Restricted for road resurfacing	-	-	-	103,927	-
Restricted for debt service	-	-	-	-	107,943
Assigned for capital projects	1,153,081	1,119,740	862,642	162,667	162,668
Total all other governmental funds	$ 2,419,754	$ 2,154,807	$ 2,025,652	$ 2,142,207	$ 2,623,251

	2020	2021	2022	2023	2024
General Fund					
Nonspendable-prepaids	$ 62,342	$ 1,623	$ -	$ -	$ -
Restricted for tree mitigation	153,635	153,635	-	-	746,865
Restricted for transportation	60,000	60,000	-	-	-
Assigned for capital projects	-	-	-	-	-
Assigned for subsquent year's budget	53,803	53,803	-	506,059	617,173
Unassigned	729,646	1,218,558	2,202,374	1,580,119	1,104,652
Total general fund	$ 1,059,426	$ 1,487,619	$ 2,202,374	$ 2,086,178	$ 2,468,690
All other governmental funds					
Nonspendable-prepaids	$ 100,298	$ -	$ -	$ -	$ -
Restricted for infrastructure	861,528	197,196	309,176	-	52,243
Restricted for transportation	1,244,226	914,479	336,667	-	-
Restricted for roads and drainage	242,271	1,058,331	1,370,076	1,736,643	856,281
Restricted for road resurfacing		28,444	-	-	-
Restricted for debt service	114,587	114,587	-	-	-
Assigned for capital projects	214,452	(391,669)	292,359	664,549	1,294,872
Total all other governmental funds	$ 2,777,362	$ 1,921,368	$ 2,308,278	$ 2,401,192	$ 2,203,396

The Loxahatchee Groves Water Control District became a dependent special district on June 26, 2018, transferring in $1,185,017 of restricted fund balance as of that date.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	2015	2016	2017	2018	2019
REVENUES					
Property taxes	$ 229,355	$ 315,454	$ 361,816	$ 612,844	$ 913,924
Local option sales tax	-	-	160,446	219,920	244,142
Utility taxes	349,103	353,221	372,182	388,641	474,036
Franchise fees	221,246	312,064	262,181	214,497	321,214
Intergovernmental revenue	709,241	722,300	741,009	748,944	790,155
Charge for services	105,179	158,546	64,727	43,258	240,539
Licenses and permits	20,140	34,622	23,524	51,897	39,209
Special assessments	-	-	-	-	1,814,093
Fines and forfeitures	7,014	11,351	22,569	9,242	36,911
Contributions from private sources	-	926,942	260,404	-	-
Interest and other	200	436	4,686	27,713	187,689
Total revenues	1,641,478	2,834,936	2,273,544	2,316,956	5,061,912
EXPENDITURES					
Current:					
General government	909,330	900,292	948,468	1,027,261	1,576,510
Public safety	285,459	290,048	294,621	610,000	622,412
Physical environment	150,995	768,167	454,017	672,401	1,440,482
Capital outlay	621,654	1,191,967	519,777	322,842	313,525
Debt service:					
Principal	-	-	-	263,000	271,000
Interest	-	-	-	21,227	34,406
Other debt service costs	-	-	-	2,438	11,625
Total expenditures	1,967,438	3,150,474	2,216,883	2,919,169	4,269,960
OTHER FINANCING SOURCES (USES)					
Issuance of debt- leases	-	-	-	-	-
Transfers in	40,000	378,638	-	1,086,898	-
Transfers out	(40,000)	(473,135)	(92,547)	(1,496,898)	-
	-	(94,497)	(92,547)	(410,000)	-
Net change in fund balances	$ (325,960)	$ (410,035)	$ (35,886)	$ (1,012,213)	$ 791,952
Debt service as a percentage of noncapital expenditures	-	-	-	-	-

	2020	2021	2022	2023	2024
REVENUES					
Property taxes	$ 972,399	$ 1,042,008	$ 1,119,902	$ 1,291,263	$ 1,527,667
Local option sales tax	233,775	272,580	315,075	330,728	335,791
Utility taxes	442,683	442,871	469,441	531,900	575,043
Franchise fees	321,674	337,993	524,169	649,469	701,794
Intergovernmental revenue	805,363	904,920	2,360,262	1,271,294	819,734
Charge for services	322,544	479,185	418,655	423,837	514,075
Licenses and permits	28,596	63,263	290,719	201,978	316,888
Special assessments	1,825,737	1,762,917	1,511,193	1,504,651	1,517,154
Fines and forfeitures	500	-	17,000	106,806	773,921
Contributions	47,908	88,178	-	-	-
Interest and other	22,733	4,336	67,565	210,457	158,380
Total revenues	5,023,912	5,398,251	7,093,981	6,522,383	7,240,447
EXPENDITURES					
Current:					
General government	1,208,515	1,289,923	1,338,357	1,329,409	1,572,114
Public safety	1,002,044	1,119,128	1,332,244	1,645,519	1,596,191
Physical environment	1,472,757	1,071,158	1,239,168	1,613,629	2,155,802
Capital outlay	280,303	2,059,813	1,983,856	1,894,813	1,908,938
Debt service:					
Principal	611,000	242,375	56,797	105,007	91,745
Interest	30,089	3,945	6,009	3,820	15,987
Other debt service costs	1,800	-	-	-	-
Total expenditures	4,606,508	5,786,342	5,956,431	6,592,197	7,340,777
OTHER FINANCING SOURCES (USES)					
Proceeds from sale of capital assets	-	-	-	-	163,700
Issuance of debt- leases	-	-	11,765	236,820	239,346
Transfers in	490,683	1,644,500	1,835,861	2,426,741	2,404,538
Transfers out	(490,683)	(1,722,450)	(1,883,511)	(2,562,106)	(2,522,538)
	-	(77,950)	(35,885)	101,455	285,046
Net change in fund balances	$ 417,404	$ (466,041)	$ 1,101,665	$ 31,641	$ 184,716
Debt service as a percentage of noncapital expenditures	17.5%	7.1%	1.6%	2.4%	2.0%

TOWN OF LOXAHATCHEE GROVES, FLORIDA
General Governmental Revenues by Source
Last Ten Fiscal Years
(modified accrual basis of accounting)

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Ad-Valorem Taxes General Purpose	$ 229,355	$ 315,454	$ 361,816	$ 612,844	$ 913,924	$ 972,399	$ 1,042,008	$ 1,119,902	$ 1,291,263	$ 1,527,667
Local Option Sales Tax (1)	-	-	160,446	219,920	244,142	233,775	272,580	315,075	330,728	335,791
Utility Tax	349,103	353,221	372,182	388,641	474,036	442,683	442,871	469,441	531,900	575,043
Intergovernmental	709,241	722,300	741,009	748,944	790,155	805,363	904,920	2,360,262	1,271,294	436,740
Franchise Tax	221,246	312,064	262,181	214,497	321,214	321,674	337,993	524,169	649,469	701,794
Charges for Service	105,179	158,546	64,727	43,258	240,539	322,544	479,185	418,655	423,837	514,075
License and Permits	20,140	34,622	23,524	51,897	39,209	28,596	63,263	290,719	201,978	316,888
Special Assessments	-	-	-	-	1,814,093	1,825,737	1,762,917	1,511,193	1,504,651	1,517,154
Fines and Forfeitures	7,014	11,351	22,569	9,242	36,911	500	-	17,000	106,806	773,921
Contributions	-	926,942	260,404	-	-	47,908	13,686	-	-	-
Interest/ Other	200	436	4,686	27,713	187,689	22,733	78,828	67,565	210,457	158,380

(1) The tax was started in 2017 and it will last ten years with the proceeds restricted for Infrastructure expenditures

TOWN OF LOXAHATCHEE GROVES, FLORIDA

Assessed Value and Estimated Actual Value of Taxable Property

Last Ten Fiscal Years

Fiscal Year	Real Property: Residential Property	Real Property: Commercial/ Industrial Property	Real Property: Agricultural Property	Real Property: Gov't/Institutional Property	Personal Property	Net Assessed Value	Total Direct Tax Rate	Estimated Actual Value	Net Assessed Value as a Percentage of Estimated Actual Value
2015	$ 118,838,958	$ 15,012,230	$ 55,282,018	$ 1,339,377.00	$ 13,930,600	$ 204,403,183	1.2000	$ 361,603,906	56.53%
2016	161,229,749	21,299,409	63,489,636	1,308,383	15,502,799	262,829,976	1.4718	320,014,496	82.13%
2017	161,247,624	38,232,930	78,706,972	1,528,433	13,364,823	293,080,782	1.4718	356,117,093	82.30%
2018	160,049,414	37,400,435	78,664,760	2,360,928	13,380,833	291,856,370	2.1500	373,032,241	78.24%
2019	182,223,067	40,739,695	92,887,986	1,676,098	15,010,899	332,537,745	3.0000	425,594,621	78.13%
2020	188,930,066	53,869,260	97,564,863	1,787,150	16,017,731	358,169,070	3.0000	455,495,454	78.63%
2021	235,596,079	53,665,680	119,387,351	54,956,128	20,265,577	483,870,815	3.0000	671,723,234	72.03%
2022	257,979,104	58,507,552	141,511,200	60,883,580	26,537,152	545,418,588	3.0000	975,107,679	55.93%
2023	304,615,556	65,091,514	164,286,450	69,362,836	28,550,229	631,906,585	3.0000	1,158,497,734	54.55%
2024	339,342,612	89,808,501	185,541,870	75,111,118	32,738,371	722,542,472	3.0000	1,258,586,064	57.41%

Note: Property in the Town is reassessed each year. State law requires the Property Appraiser to appraise property at 100% of market value. The Florida Constitution was amended, effective January 1, 1995, to limit annual increases in assessed value of property with homestead exemption to 3% per year or the amount of the Consumer Price Index, whichever is less. The increase is not automatic since no assessed value shall exceed market value. Tax rates are per $1,000 of assessed value.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
Property Tax Rates
Direct and Overlapping Governments
Last Ten Fiscal Years

		OVERLAPPING RATES				OVERLAPPING RATES				
Fiscal Year	Town Operating Millage	Palm Beach County School District	Palm Beach County General Government	Palm Beach County Fire Rescue	County Health Care District	Palm Beach County Library System	South Florida Water Management District	South Florida Children's Services Council	Florida Inland Navigation District	Total Direct and Overlapping Rates
2015	1.2000	7.5120	4.9729	3.4581	1.0800	0.5985	0.3842	0.6745	0.0345	19.9147
2016	1.4718	7.0700	4.9277	3.4581	1.0426	0.5933	0.3551	0.6677	0.0320	19.6183
2017	1.4718	6.7690	4.9142	3.4581	0.7808	0.5891	0.3307	0.6833	0.0320	19.0290
2018	2.1500	6.5720	4.9023	3.4581	0.7261	0.5901	0.3100	0.6590	0.0320	19.3996
2019	3.0000	7.1640	4.8980	3.4581	0.7261	0.5870	0.2936	0.6403	0.0320	20.7991
2020	3.0000	7.0100	4.8580	3.4581	0.7261	0.5833	0.2795	0.6497	0.0320	20.5967
2021	3.0000	7.0100	4.8124	3.4581	0.7261	0.5824	0.2675	0.6497	0.0320	20.5382
2022	3.0000	6.8750	4.8149	3.4581	0.7261	0.5833	0.2572	0.6233	0.0320	20.3699
2023	3.0000	6.4570	4.5188	3.4581	0.6761	0.5599	0.2301	0.4908	0.0288	19.4196
2024	3.0000	6.3140	4.5396	3.4581	0.6561	0.5589	0.2301	0.4908	0.0288	19.2764

Note: All millage rates are based are per $1,000 of assessed value.
Source: Town of Loxahatchee Groves Finance Department and Palm Beach Property Appraiser's Office.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
Principal Property Taxpayers
Last year and nine years ago

2024				2015			
Taxpayer	Taxable Valuation	Taxes Paid Rank	Percentage Total Taxable Valuation	Taxpayer	Taxable Valuation	Taxes Paid Rank	Percentage Total Taxable Valuation
ATLANTIC LAND INVESTMENTS LLC	22,013,770	1	3.63%	R BROKE NOW LLC	2,255,188	1	1.30%
PRIME STORAGE LOXAHATCHEE LLC	15,598,212	2	2.57%	GROVES MEDICAL PLAZA LLC	1,793,040	2	1.04%
C & C LOADER SERVICES	10,303,787	3	1.70%	YEES CORP	1,700,000	3	0.98%
FLORIDA POWER AND LIGHT CO	6,352,863	4	1.05%	EVERGLADES FARM EQUIPMENT CO	1,628,455	4	0.94%
HEMINGWAY JOAN LLC	4,883,711	5	0.81%	SOUTHERN MANAGEMENT CORP	1,408,363	5	0.81%
DBE UTILITY SERVICES	5,758,151	6	0.95%	SUNSPORT GARDENS	1,109,017	6	0.64%
OAK SPRINGS GORILLA FARM LLC	4,588,072	7	0.76%	ROYALS OK LUNCH INC	923,000	7	0.53%
SOLAR SUNSPORTS INC	1,887,631	8	0.31%	PLANTE JULIEN	856,646	8	0.49%
R BROKE NOW LLC	4,676,638	9	0.77%	WELLINGTON HESS INC	824,884	9	0.48%
YEES CORP	3,211,109	10	0.53%	REID BRYON V	817,990	10	0.47%
	1,769,575		0.29%				
	$ 81,043,519		13.37%		$ 13,316,583		7.68%

Taxes Paid Rank lists the taxes and assessments paid during the tax year. Taxes are based upon the taxable value of the property, which is the assessed value less any exemptions. Assessments on property are derived from the special benefit afforded the property and are in addition to property taxes.
source: Palm Beach County Tax Collector and Palm Beach County Property Appraiser

TOWN OF LOXAHATCHEE GROVES, FLORIDA
Property Tax Levies and Collections
Last Ten Fiscal Years

Fiscal Year	Total Taxes Levied for Fiscal Year	Collected Within the Fiscal Year of Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	Percent of Levy		Amount	Percent of Levy
2015	$ 235,147	$ 229,355	97.54%	n/a	$ 229,355	97.54%
2016	311,616	315,454	101.23%	n/a	315,454	101.23%
2017	374,285	361,093	96.48%	n/a	361,093	96.48%
2018	627,445	612,844	97.67%	n/a	612,844	97.67%
2019	939,870	913,924	97.24%	n/a	913,924	97.24%
2020	1,000,138	972,399	97.23%	n/a	972,399	97.23%
2021	1,079,361	1,042,008	96.54%	n/a	1,042,008	96.54%
2022	1,166,479	1,119,902	96.01%	n/a	1,119,902	96.01%
2023	1,331,565	1,291,263	96.97%	n/a	1,291,263	96.97%
2024	1,747,852	1,527,667	87.40%	n/a	1,527,667	87.40%

Source: Palm Beach County Property Appraiser and Town of Loxahatchee Groves Finance Department

TOWN OF LOXAHATCHEE GROVES, FLORIDA
Direct and Overlapping Governmental Activities Debt
Fiscal year ended September 30, 2024

Government Unit	Net Debt Outstanding	Estimated Percentage Applicable(1)	Amount Applicable to Town of Loxahatchee Groves
Debt repaid with property taxes:			
Palm Beach County School Board	$ 1,525,000	0.17%	$ 2,593
Palm Beach County	$ 104,915,000	0.17%	$ 178,356
Subtotal, overlapping debt	$ 106,440,000		$ 180,949
Other debt:			
Town of Loxahatchee Groves direct debt	$ 391,994	100.00%	$ 391,994
Total direct and overlapping debt	$ 106,831,994		$ 572,943

Sources: FY2023 and FY2024 Annual Comprehensive Financial Reports

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the Town. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the Town of Loxahatchee Groves. This process recognizes that, when considering the Town's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt.

(1) For debt repaid with property taxes, the percentage of overlapping debt applicable is estimated using taxable assessed property values by taking the value that is within the Town's boundaries and dividing it by the County's and School Boards total taxable assessed value. This approach was also used for the other debt.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
Demographic and Economic Statistics
Last Ten Fiscal Years

Fiscal Year	Population (1)	Average Houshold Income (2)	Per Capita Personal Income (2)	Unemployment Rate (3)
2011	3,091	88,142	30,954	1.5%
2012	3,173	85,476	29,342	3.1%
2013	3,262	82,772	28,856	4.9%
2014	3,183	91,254	33,986	6.8%
2015	3,180	90,428	32,209	7.2%
2016	3,271	93,063	31,639	10.0%
2017	3,342	97,669	31,369	11.1%
2018	3,384	99,332	33,041	not available
2019	3,593	105,473	34,251	not available
2020	3,661	114,497	41,645	8.63%
2021	3,426	124,771	43,184	7.23%
2022	3,379	104,792	47,093	5.10%
2023	3,375	137,363	49,504	2.10%
2024	3,355	113,654	53,805	6.50%

(1) Population estimate as published by the University of Florida, Bureau of Economic and Business Research.

(2) American Community Surveys, U.S. Census Bureau

(3) Esri 2024

TOWN OF LOXAHATCHEE GROVES, FLORIDA
Principal Employers - Palm Beach County
Last year and ten years ago
September 30, 2024

	2024			2015		
Employer	EMPLOYEES	RANK	Percentage of Total County Employment	EMPLOYEES	RANK	Percentage of Total County Employment
Palm Beach County School District	22,218	1	2.97%	21,449	1	3.05%
Florida Atlantic University	6,335	2	0.85%	2,980	6	0.42%
Palm Beach County Government	5,873	3	0.79%	5,330	2	0.76%
Tenet Healthcare Corp.	5,734	4	0.77%	6,100	3	0.87%
			0.00%			
NextEra Energy (Florida Power & Light)	5,598	5	0.75%	3,804	4	0.54%
Wackenhut			0.00%	3,000	5	0.43%
Baptist Health/Bethesda Memorial	3,135	6	0.42%	2,643	9	0.38%
Veterans Health Administration	2,948	7	0.39%	2,700	8	0.38%
Hospital Corporation of America (HCA)	2,612	8	0.35%	2,250	7	0.32%
Jupitor Medican Center	2,540		0.34%			
The Breakers	2,300	9	0.31%			
Office Depot	2,000	10	0.27%	2,250	10	0.32%
Boca Raton Regional Hospital						
	61,293		8.21%	52,506		16.55%

Source: Business Development Board of Palm Beach County, 2014 ACFR

Note: The Town is not a significant area for employment but rather a residential community. Therefore, Palm Beach County statistics were used.

TOWN OF LOXAHATCHEE GROVES, FLORIDA
Full-Time Equivalent Town Government Employees by Function
Last Ten Fiscal Years

Function	2015	2016	2017	2018	2019
Legislative	(1)	(1)	(1)	(1)	-
Clerk	(1)	(1)	(1)	(1)	1
General government	(1)	(1)	(1)	(1)	4
Community Development	(1)	(1)	(1)	(1)	2
Public Works	(1)	(1)	(1)	4, (1)	5
Parks	(1)	(1)	(1)	(1)	-
Public Safety:					
Police	(2)	(2)	(2)	(2)	(2)

Function	2020	2021	2022	2023	2023
Legislative	-	-	-		
Clerk	1	1	1	1	1
General government	4	4	4	4	4
Community Development	2	2	2	2	2
Public Works	7	7	10	10	10
Parks	-	-	-	-	-
Public Safety:					
Police	(2)	(2)	(2)	(2)	(2)

(1) - Town Manager and Town Clerk as well as other managerial services are provided by a private management company.

(2) - Police services contracted through Palm Beach County.

Source: Town of Loxahatchee Groves Finance Department

TOWN OF LOXAHATCHEE GROVES, FLORIDA
Operating Indicators by Function
Last Ten Fiscal Years (1)

Function/Program	2015	2016	2017	2018	2019
Public Safety					
Police:					
Number of emergency calls for service	(1)	(1)	(1)	(1)	(1)
Number of non-emergency calls for service	(1)	(1)	(1)	(1)	(1)
Number of arrests	(1)	(1)	(1)	(1)	(1)
Number of uniformed officers	(1)	(1)	(1)	(1)	(1)
	(1)	(1)	(1)	(1)	(1)
Building and Zoning:	(1)	(1)	(1)	(1)	(1)
Number of building permits issued	(1)	(1)	(1)	(1)	(1)
Number of certificates of use issued	(1)	(1)	(1)	(1)	(1)
Number of occupational licenses issued	(1)	(1)	(1)	(1)	(1)
Culture and Recreation					
Number of parks	(2)	(2)	(2)	(2)	(2)

Function/Program	2020	2021	2022	2023	2024
Public Safety					
Police:					
Number of emergency calls for service	(1)	(1)	(1)	(1)	(1)
Number of non-emergency calls for service	(1)	(1)	(1)	(1)	(1)
Number of arrests	(1)	(1)	(1)	(1)	(1)
Number of uniformed officers	(1)	(1)	(1)	(1)	(1)
	(1)	(1)	(1)	(1)	(1)
Building and Zoning:	(1)	(1)	(1)	(1)	(1)
Number of building permits issued	(1)	(1)	(1)	(1)	(1)
Number of certificates of use issued	(1)	(1)	(1)	(1)	(1)
Number of occupational licenses issued	(1)	(1)	(1)	(1)	(1)
Culture and Recreation					
Number of parks	(2)	(2)	(2)	(2)	(2)

(1) - The Town contracts with the County for these services.

(2) - The Town does not own any parks at this time.

Source: Town Clerk

OTHER INFORMATION SECTION

TOWN OF LOXAHATCHEE GROVES, FLORIDA

Information Required by Section 218.39(3)(c), Florida Statutes
For the Fiscal Year Ended December 31, 2024
Unaudited

As required by Section 218.39(3)(c), Florida Statutes, the Loxahatchee Groves Water Control District of Palm Beach Counth, Florida reported

Required Information		Reported
The total number of district employees compensated in the last pay period of the District's fiscal year 2024.:		11
The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year 2024:		4
All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency for fiscal year 2024:		664,714
All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency for fiscal year 2024:		823,728.00
Each construction project with a total cost of at least $65,000 approved by the District that was scheduled to begin on or after October 1 of the fiscal year 2024, together with the total expenditures for such project:		
Project	Budget	
none		
A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year 2023 being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes:		See Page 44
The millage rate of ad valorem taxes imposed by the District for fiscal year 2024:		Not Applicable
The rate of non-ad valorem special assessments imposed by the District for fiscal year 2024:		200.00 to 827.16
The total amount of special assessments collected by or on behalf of the District for fiscal year 2024:		1,517,154
The total amount of outstanding bonds issued by the district and the terms of such bonds:		-

COMPLIANCE SECTION

CFLG Accountants Advisors

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities and each major fund of Town of Loxahatchee Groves, Florida, (the Town), as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements and have issued our report thereon dated May 9, 2025.

Report on Internal Control over Financial Reporting

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

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

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

Report on Compliance and Other Matters

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

Purpose of This Report

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

Caballero Fierman Llerena & Garcia, LLP

Caballero Fierman Llerena & Garcia, LLP
Boca Raton, Florida
May 9, 2025

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CFLG Accountants Advisors

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

Honorable Mayor and Town Council
Town of Loxahatchee Groves, Florida

Report on the Financial Statements

We have audited the financial statements of the Town of Loxahatchee Groves, Florida (the Town) as of and for the fiscal year ended September 30, 2024, and have issued our report thereon dated May 9, 2025.

Auditors' Responsibility

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

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant's Report on an examination conducted in accordance with AICPA Professional Standards, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated May 9, 2025, should be considered in conjunction with this management letter.

Prior Audit Findings

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

Official Title and Legal Authority

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

Financial Condition and Management

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

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

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

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Property Assessed Clean Energy (PACE) Programs

Section 10.554(1)(i)6.a., Rules of the Auditor General, requires a statement as to whether a PACE program authorized pursuant to Section 163.081 or Section 163.082, Florida Statutes, did operate within the City's geographical boundaries during the fiscal year under audit. There was a PACE Program operating within the City's geographical boundaries during the fiscal year under audit.

As required by Section 10.554(1)(i)6.b, Rules of the Auditor General, the below is a list of all program administrators and third-party administrators that administered the program.

As required by Section 10.551(1)(i)6.c, Rules of the Auditor General, the full names and contact information of each such program administrator and third-party administrator are provided below.

Additional Matters

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

Purpose of this Letter

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

Caballero Fierman Llerena & Garcia, LLP

Caballero Fierman Llerena & Garcia, LLP
Boca Raton, Florida
May 9, 2025

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Accountants
Advisors

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

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

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

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

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

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

Caballero Fierman Llerena & Garcia, LLP

Caballero Fierman Llerena & Garcia, LLP
Boca Raton, Florida
May 9, 2025

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Ronald L. Book, P.A.
LAW OFFICES
PROFESSIONAL ASSOCIATION

Extended Session Report

May / June 2025

EXTENDED REGULAR SESSION AND BUDGET UPDATE: As noted in earlier reports, the Florida Legislature has not yet passed a state budget. The Regular Legislative Session, which was scheduled to end at midnight May 2nd, was extended to June 6th. The Florida House has voted to extend through to June 30th, but to make the extension official, the Florida Senate would have to vote to do the same, and to date, has not.

There continues to be an unresolved dispute over levels of tax cuts to make and spending priorities. The House and Senate individually proposed budgets total approximately $4 billion apart ($112.95 billion vs. $117.36 billion), with tax reductions as the primary sticking point. Without this, allocations cannot be set. Allocations are the first step of the budget conference, and are the total dollar amount allowed for each section of the budget. (Health Care, Education, Environment, as examples). Without allocations the budget conference cannot begin.

The original House Concurrent Resolution which extended the regular session, only carries forward for consideration the following: the General Appropriations Act (the state budget), budget implementing bills, budget conforming bills, the Senate President's priority SB110 which is the rural communities bill, and the taxation/tax reduction bill.

All other bills that have not passed at this point are withdrawn from consideration and will not be heard.

The Speaker and Senate President have not announced a budget conference as of today. As noted, a budget must be finalized prior to the next state fiscal year which begins on July 1, 2025.

FUNDING REQUEST UPDATE: Without a budget, there is no funding request update. The funding request update sent on 4/9 remains the same and is included below.

**Procedurally, since only one of the two requests has funding in one or the other of the two pre-conference budgets, only that one remains active to carry forward for final funding. We continue throughout to advocate for full funding of the Stormwater System Rehabilitation Phase 3 project and will continue to do so through the remainder of the budget process and budget conference.

Funding Request	Senate Amount	House Amount
Loxahatchee Groves Stormwater System Rehabilitation Phase 3 (SF 1532, HF 2593) Requested: $750,000 Match: 50% Sponsors: Senator Harrell, Representative Weinberger	-	$375,000 Budget Line 1555
Loxahatchee Groves Canal Pumps, Weirs, and Gate Upgrades Requested: $750,000 Match: 50% Sponsors: Senator Harrell, Representative Weinberger	-	-

LEGISLATIVE UPDATE: We have worked throughout to advocate on behalf of the Town of Loxahatchee Groves, and continue to do so going forward through the extended Session.

➢ BILLS INCLUDED IN THE EXTENDED SESSION

- **Sales Tax Rate Reduction:** HB 7031 Speaker Perez has included a .75% sales tax reduction overall, to in turn meet his goal of lowering state spending. As previously reported, the State economists predict an economic downturn in the next 3 to 5 years and rather than spend at the current rate, the Speaker has noted it is his responsibility to reduce spending now while it can be done gradually. The House version of the budget is drafted with this funding reduction. The Governor has since made it clear that any sales tax reduction would be vetoed.

- **Taxation/Tax Reduction and Tax Holidays:** HB 7033 Customarily the omnibus bill that addresses various taxes through cuts or elimination, includes the multiple sales tax holidays, among other issues. This bill would carry forward as part of the extended Session and must be agreed upon by the House and Senate as part of the budget conference.

- **Rural Communities**: SB 110 SB 110 has not passed; however, this bill will be included in the extended Session. It is important to note that while this is a priority of the Senate, if passed, the legislation will be a product of heavy negotiation between the House and Senate. Attached is the Senate summary of the legislation as passed by the Senate.

➢ BILLS THAT DID NOT PASS

- **Sovereign Immunity/Suits Against the Government:** SB 1570 by DiCeglie/HB 301 by McFarland

  DID NOT PASS. After multiple versions of this bill, the last draft would have mandated the following:
  - Set limits for individual and multiple related claims from October 1, 2025, to October 1, 2030: $500,000 per individual claim and $1 million for multiple claims from the same incident.
  - Adjust limits for causes of action from October 1, 2030, onward: $600,000 for individual claims and $1.1 million for multiple related claims.

- **Local Option Tax:** SB 1664 by Trumbull/HB 1221 by Miller

  DID NOT PASS. These bills generally would have provided for the following:
  - Local discretionary sales surtax, tourist development tax, and local option food and beverage tax in effect on June 30, 2025, requiring a referendum, must be renewed by January 1, 2033.
  - New levies of discretionary sales and tourist development taxes subject to referendum have an eight-year maximum limit, except for the .25 percent trauma center surtax (four-year limit in smaller counties) and levies for bond indebtedness.
  - A similar eight-year limit applies to the local option food and beverage tax in Miami-Dade
  - The changes do not affect the pension liability surtax and the bill would take effect on July 1, 2025.

- **Local Business Taxes:** SB 1196 by Truenow/HB 503 by Botana:

  DID NOT PASS. The general provisions of this bill would have provided that if a local government receives more local business tax revenue than the revenue base allows, the local government must reduce its tax rates and must issue refunds or credits to taxpayers. Also, in the bill, the local business tax rate structures, classifications, and rates would not be able to be increased or changed unless it is for a repeal. The bill does not apply to local governments: that impose a business tax measured by gross receipts from the sale of merchandise or services, or both, to fiscally constrained counties, and to any municipality in a fiscally constrained county, while they continue to qualify the status.

- **Property Tax Elimination:** SB 852 by Martin

DID NOT PASS. The Governor has advocated multiple times that he supports the elimination of property taxes in Florida. Senator Martin filed SB 852 requiring a study on the Elimination of Property Taxes, this bill did not pass. However, the previous report outlined the newly created House Committee on Property Tax, included again below.

House Select Committee on Property Taxes: Speaker Perez created a new House Select Committee on Property Taxes, co-chaired by Representatives Vicki Lopez and Toby Overdorf. The committee will be tasked with reviewing the current state of property taxes in Florida and exploring policy solutions to reduce the financial burden on homeowners. The Select Committee is expected to hold its first meeting on Thursday, May 1st. It was announced that this committee will meet during the interim, and the Speaker has announced plans to pass property tax relief at the start of next Session, which begins on Tuesday, January 13, 2026.It is anticipated that many of the policy concepts considered by the Select Committee will require constitutional amendments, meaning Florida voters would ultimately have the opportunity to approve any proposed changes.

The Select Committee will begin its work by exploring a variety of potential reforms, including:

- Requiring every city, county, and special district to hold a referendum on the question of eliminating property taxes on homestead properties.
- Creating a new $500,000 homestead exemption, as well as a $1 million homestead exemption for properties owned by Floridians aged 65 and older, or who have had a homestead for 30 years, applicable to all non-school taxes.
- Authorizing the Legislature to increase the homestead exemption to any value by general law.
- Modifying the assessment increase limitations on property values:
  - For homestead properties, changing the cap from the lower of 3% or CPI to a flat 3% over any three-year period for all taxes.
  - For non-homestead properties, changing the cap from 10% annually to 15% over any three-year period for all non-school taxes.
- Protecting Homeownership by eliminating the ability to foreclose on a homestead property due to a property tax lien.

No legislation has been filed to date.

- **Community Redevelopment Agencies:** SB 1242 by McClain

  DID NOT PASS. The bill would have provided the following:
  - The governing structure of CRAs going forward, when created, the members of the governing body sit as members of the agency.
  - Prohibited modification to a community redevelopment plan that expanded the CRA boundaries.
  - Prohibited a CRA from expending funds on public areas of hotels, or sponsorship of concerts, festivals, holiday events, parades, or similar activities.
  - Terminated CRAs when they reach the time frame set forth to complete all redevelopment provided in the agency's charter, or as may have been extended by ordinance or resolution prior to May 1, 2025.

We expect that this will be addressed again in the 2026 Session.

➢ BILLS THAT PASSED

Live Local/Affordable Housing/Real Property and Land Use and Development: SB 1730 by Calatayud/HB 943 by Lopez

This legislation aims to streamline affordable housing development across commercial, industrial, and religious institution properties. The legislation addresses the following:

Approval of Land for Affordable Housing:

- Approval of Religious Institutions Land for Affordable Housing
  - Allows affordable housing to be developed not only on commercial or industrial land, but also on any parcel, including contiguous parcels, owned by a religious institution with a house of worship, regardless of the existing zoning.
- Expands the Live Local Act applicability to portions of any flexibly zoned area such as a planned unit development permitted for commercial, industrial, or mixed use.
- Exempts Wekiva Protection Area and Everglades Protection Area from the Live Local Act effective upon becoming law

Development Approval and Local Government Restrictions:

- A county and city cannot require a multifamily development to seek zoning changes, special approvals, variances, transfers of density or development units, amendment to a development of regional impact, amendment to a municipal charter, or comprehensive plan amendments for the building height, zoning, or density allowed.
- Any proposed development must be administratively approved without needing further board or committee action, as long as it meets the local government's land development regulations (like setbacks and parking) and is consistent with the comprehensive plan, except for density, height, floor area ratio, and land use provisions.
- Local governments must approve demolitions for proposed developments if they meet all state and local rules, without requiring additional board review.
- Allows local governments to approve adjacent parcels within multifamily developments regardless of local land development regulations
- Local governments, upon request of an applicant, must reduce parking requirements by 15% for a proposed development
- A local government may not impose a building moratorium that delays permitting or construction of authorized multifamily or mixed-use residential developments.
  - However, a 90-day moratorium is allowed once every three years if the county conducts and publishes an affordable housing needs assessment beforehand.
  - Civil suits for violations award attorney fees (capped at $250,000) to the prevailing party.
  - Moratoria for stormwater, potable water, or sewer repairs are exempt if applied equally to all developments.

Building Standards and Definitions:

- Clarifies that the highest currently allowed height, density, and floor area ratio restrictions are as of July 1, 2023
  - Clarifies that the term "floor area ratio" includes floor lot ratio and lot coverage.
  - The allowed building height is either the local govt's regulated height or 3 stories, whichever is greater, but cannot exceed 10 stories.
  - Clarifies that adjacent refers to properties that share a property line, but not those separated by a road or body of water.
  - In areas designated as areas of critical state concern as designated by s. 380.0552 or chapter 28-36, Florida Administrative Code - (the Florida Keys), only habitable space above the FEMA base flood elevation counts as a "story," with each story limited to 10 feet in height floor-to-floor, and the top story limited to 10 feet from floor to top plate.
- Allowable density refers to the density assigned to a property under this subsection, without needing to obtain or transfer extra density or development units from other properties.
- Defines Commercial Use, Industrial Use, Mixed Use, Highest currently allowed, or allowed on July 1, 2023, and Planned Unit Developments (starts on line 474)

Mixed-Use Project Requirements:

- Prohibits local governments from requiring that more than 10% of the total square footage of such mixed-use residential projects be used for nonresidential purposes.

Legal Actions and Reporting:

- Civil actions against a county for violating this subsection must be prioritized by the court, and the prevailing party is entitled to reasonable attorney fees and costs, capped at $250,000, excluding fees related to litigating the fee award itself.
- Starting November 1, 2026, local governments must submit annual reports to the state land planning agency detailing litigation and projects under subsection (7), including project size, density, and affordable housing details. The state agency must compile and send this information to the Governor and legislative leaders by February 1 each year.
- Applicants who submitted development requests before July 1, 2025, can choose to proceed under the laws in effect at the time of their submission and may update their applications to reflect changes in this bill.

Workforce Housing:

- Public sector and hospital employer-sponsored housing
  - The Legislature establishes a policy to support affordable workforce housing for employees of hospitals, health care facilities, and government entities, allowing developers using specific funding sources to give housing preference to these employees, in line with federal tax credit rules

Historic Buildings and Districts:

Senator Jones, Representative Lopez, on behalf of Representative Basabe, amended the bill in its last iteration to specifically address historic districts such as the Ocean Drive historical district on Miami Beach (among other historic districts) where individual buildings are not designated, but are through the district. The language would address the following:

- Allows the local government to restrict proposed development of building height on parcels with structures in historic districts.
- Ensures historic structures are not demolished without appropriate oversight or procedural review.
- Sets height limits near historic properties to the highest allowable within 3/4 miles rather than one mile.
- Allows the municipality to administratively require the proposed development to comply with local regulations relating to architectural design such as façade replication, with some restrictions.
- Requires administrative approval for demolitions associated with qualifying developments if compliant with regulations.
- Keeps tiered parking reduction levels and emphasizes that available nearby parking cannot be counted against the required reduction.

Emergency Preparedness: SB 180 by DiCeglie

PASSED. This comprehensive legislation addresses emergency preparedness by local authorities. Two key provisions are of specific concern to local governments:

Key Provisions

- **Moratorium and Regulation Ban**
  For one year after a hurricane makes landfall, any county under a federal disaster declaration—or municipality within such a county—located wholly or partly within 100 miles of the hurricane's track is prohibited from:
  - Proposing or adopting a moratorium on construction or redevelopment.
  - Enacting more restrictive or burdensome regulations or procedures related to land development.

- **Retroactive and Extended Application**
  For Hurricanes Debby, Helene, and Milton, these prohibitions are more expansive:

- The ban on new moratoriums and stricter regulations applies until October 1, 2027 and are retroactive to August 1, 2024.

- **Legal Challenge Mechanism**
  If a local government enacts a prohibited measure, any affected party (including developers, residents, or business owners) can:
  - File suit for declaratory and injunctive relief.
  - Recover reasonable attorney fees and costs if they prevail.
  - Before filing suit, the plaintiff must give the local government 14 days to rescind or void the action.

Additional Provisions

Permit and Inspection Fees
- Local governments cannot increase building permit or inspection fees for 180 days after a hurricane or tropical storm emergency declaration by the Governor or federal government.

Home Rebuilding Guidelines
- Homeowners may increase residence size up to 2,000 sq ft (previously 1,500 sq ft) or up to 130% (previously 110%) of pre-damage size before triggering new tax assessments.
- Prohibits local cumulative repair "lookback periods"; focuses on substantial damage from the current event, not repair history.

Streamlined Permitting and Restoration
- Requires local governments to post and annually update a recovery permitting guide detailing permit requirements, post-storm application process, and local rebuilding rules.
- Mandates annual post-storm permitting plans, including:
  - Special building permits and inspection procedures
  - Sufficient personnel and mutual aid agreements for post-storm recovery
  - Multiple in-person permit service locations
  - Expedited permitting protocol and, if possible, fee waivers or reductions
  - Extra staff for permit processing after a declared disaster

Florida National Guard Medical Services and Training for Local Officials
- Allows trained servicemembers assigned to medical duty to provide care within their licensure scope to military and civilians during emergencies or disasters.
- DEM to establish biennial training requirements for local officials with emergency management roles.
- Mandatory training for local elected and appointed leaders.

Pre-Season Readiness
- DEM to conduct annual regional sessions by April 1.
- Attendance required for local emergency management directors or designees.
- Sessions cover preparation timelines, expedited rebuilding, and coordination best practices.

Shelter Planning and Reporting
- Combines shelter reporting into one annual report with plan, needs, and priority facility list.
- Shelter retrofit list to prioritize non-school public facilities and address county-level shelter deficits.
- Department of Health and Agency for Persons with Disabilities to assist DEM in planning for shelter space for people with disabilities, including autism.
- Shelter retrofit funds ($3 million/year) prioritized for publicly owned, non-school buildings to reduce reliance on schools and address county shelter deficits.

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For Immediate Release
March 19, 2025

Contact: Katie Betta
(850) 487-5229

Senate Passes Rural Renaissance Legislation

Bill creates opportunities for infrastructure improvements, education & health care enhancements in rural communities across the Sunshine State

Tallahassee–The Florida Senate today passed Senate Bill (SB) 110 by Senator Corey Simon (R-Tallahassee), a comprehensive package of legislative proposals designed to create a modern-day renaissance in rural communities across Florida. A priority of Senate President Ben Albritton (R-Wauchula), the bill creates opportunities for rural communities to expand education offerings, increase health care services, and modernize commerce, in addition to an investment in farm-to-market roads to support the agriculture supply chain that feeds communities across the state.

"Our rural communities are full of opportunity, and that doesn't just mean development. Our Rural Renaissance package provides opportunities for rural communities to grow as they see fit, based on decisions made by local families and businesses who call rural Florida home," said President Albritton. "We are focusing on infrastructure improvements that support existing businesses as they grow and transition based on the needs of our economy. This includes our legacy farm and citrus operations, who will be well-served by improvements to farm-to-market roads essential to keeping fresh food within reach of Florida families. These are critical enhancements and investments to support 31 of our 67 counties and hundreds of rural communities across Florida. We have seen tremendous economic growth in urban areas of Florida, its Rural Florida's turn."

"Modern Florida is the envy of the nation, and we won't leave our rural communities behind. Our small communities are strong, proud, and resilient. When disaster strikes, as it has so often in recent years, they band together, neighbor helping neighbor," said Senator Simon who represents 12 rural counties across Florida's panhandle and big bend. "Quality of life in rural areas can be impacted by access to job opportunities, education and health care. We are combining enhancements to the traditional infrastructure for schools and hospitals with innovations that drastically expand opportunities for education, commerce, and health care in rural Florida. We know commerce and capital are attracted to strong transportation infrastructure and robust public services, which will provide the chance for rural communities to prosper and grow in a manner that maintains a highly sought after and time-honored way of life."

SB 110 – FLORIDA'S RURAL RENAISSANCE

Increases Support and Partnerships with Rural Communities

Modernizes Support for Fiscally-Constrained Counties to Account for Inflation
Many communities are growing out of the current definitions used in Florida law for rural and fiscally constrained counties (FCC), either due to population increases or increases in the amount of property taxes raised. The bill modernizes these definitions. For example, the bill increases the FCC threshold (set in 2006) from a county that raises $5 million in property tax revenue per 1 mil, to $10 million per 1 mil.

Currently, a distribution from the tax collected on direct-to-home satellite service is provided to fiscally constrained counties that participate in the half-cent sales tax program. FCCs are estimated to receive a total distribution of $10.4 million in FY 2024-2025. The allocation among the several FCCs is based on a formula that uses a county's millage rate, population, and school taxable value. FCCs may use these funds for any public purpose except for debt service.

The bill increases the total distribution to no less than $50 million per fiscal year and changes the revenue source from the tax on direct-to-home satellite service to sales tax, which will align the distribution for FCCs with the overall state economy. The bill also changes the allocation formula to use sales tax collections, per capita personal income, and population. Finally, the bill adds spending requirements. Specifically, 50% of the distribution must be used for public safety, 30% for infrastructure, and 20% for any public purpose. Debt service is not allowed.

Due to the new distribution for FCCs from the state's General Revenue Fund, the entire portion of the tax collected on direct-to-home satellite service that is earmarked for deposit into the Local Government Half-Cent Sales Tax Trust Fund is made available to all participating counties. In addition to the new $50 million General Revenue distribution created in the bill, FCCs will also benefit from a share of the estimated $10 million now becoming available to all participating counties.

Creates the Office of Rural Prosperity

The bill creates the Office of Rural Prosperity at the Department of Commerce to provide technical assistance to rural communities. The Office will promote and facilitate statewide planning assistance for local governments, serving as a robust resource for rural local governments with dedicated regional staff. Personnel will be permanently assigned to regional rural community liaison centers across the state to engage with locals and facilitate access to resources. They will aid local governments in accessing state and federal resources and conduct routine trainings on requirements of the Community Planning Act and other relevant state and federal legislation.

The Office will create and maintain an interactive tool, the "Rural Resource Directory," designed for rural local governments to navigate state and federal grants and resources. OPPAGA will review the effectiveness of the Office of Rural Prosperity every three years, after an annual review for the initial three years. The bill also modernizes the existing Rural Economic Development Initiative (REDI) statute and rural local government strategy.

Establishes Renaissance Grants for Counties with Declining Population

A subset of our rural communities has lost population over the last decade (Gadsden, Hardee, Talyor, Jackson, Calhoun, Liberty, Madison, and Lafayette Counties), resulting in declining business activity. The bill creates a $1 million block grant for each of the eight counties with declining population. Each county must develop a plan to use the funds with the goal of population growth. Use of these funds will be audited. The grant will be awarded annually until the county sees three consecutive years of population growth.

Funds for Rural Public Infrastructure Innovations

To facilitate the use of innovative, cost-saving technologies that will help rural governments save time and money, the bill creates a competitive application process for organizations with at least three years of experience in bringing innovations to local communities. Funds will help rural governments test and use new technologies.

Enhances Rural Economic Development Initiatives

Local or regional economic development community partners in rural communities can apply for grants to help cover the cost of site preparedness, and marketing and training opportunities to further economic development initiatives. Further, by working with the Office and updating REDI functions, the attention to rural areas will increase the likelihood that goals are maximized and successful.

Adds Small Business Development Center Circuit Riders
Growing small businesses fosters a sense of community and attracts people and commerce to the community as it grows. The Small Business Development Center currently funds staff in rural areas to "ride the circuit" of their region and work with local governments and communities to bring services, including access to capital, technical assistance, and other small business services.
SDBC is a federal program that utilizes federal funding and matching funds from local state college partners. The bill appropriates $1 million to increase circuit riders and reach more communities through this program.

Maximizes Options for Rural Housing

Raises Minimum Allocations for SHIP to Jump Start Rural Housing Options
Currently allocations are population-based, with the minimum allocation for each county within the State Housing Initiatives Partnership (SHIP) Program set at $350,000. The bill increases the minimum allocation for each county to $1 million which will provide additional funding to rural communities.

Preserves Rental Housing in Rural Communities
The United States Department of Agriculture (USDA) currently offers more than 14,000 subsidized rental units at over 300 properties across the state, the vast majority of which are located in rural areas. USDA-financed properties are reaching the end of their use restrictions and are at risk of turning into market rate rental housing. To preserve these units as affordable rentals, the bill appropriates funds for rehabilitation or acquisition for owners who agree to maintain the properties as affordable housing.

Enhances Rural Transportation and Broadband Infrastructure

Expands Rural Infrastructure Fund
The Rural Infrastructure Fund (RIF) facilitates planning, preparing, and financing of infrastructure projects in rural communities to encourage job creation and capital investment in rural economies. RIF funds can be used by rural communities as a match for other infrastructure funding programs. Currently the program is appropriated $5 million annually. The bill increases the recurring appropriation to $10 million, with a onetime additional infusion of $40 million.

Increases Rural Revolving Loan Program Funding
The Rural Revolving Loan Program was created by the Legislature in 1996 to facilitate the use of existing federal, state, and local financial resources by providing local governments with access to funds to promote the economic viability of rural communities. The program is intended to be highly flexible and the loan amounts vary depending on the need of applicants. Currently, the program receives $420,000 annually. The bill increases the recurring funding to a total of $1.4 million, with a one-time additional infusion of $4 million. Because these are loans, these funds will be leveraged by rural communities many times.

Improves Coordination for Federal Broadband Programs
Broadband access has become a critical quality of life issue, with high-speed internet serving as a gateway to commerce, education, and health care. Florida is set to receive $1.2 billion in federal

funding through the Broadband Equity Access and Deployment (BEAD) Program, in addition to other federal funds allocated to broadband, including $366 million from the federal Capital Project Fund and $400 million pandemic funds appropriated by the Legislature to the Broadband Opportunity Program.

The bill improves coordination and technical assistance between the Office of Broadband at the Department of Commerce and rural or underserved communities in need of broadband services.

Historic Commitment to Farm to Market Roads
The bill creates the Florida Arterial Road Modernization (FARM) Program, amending the existing arterial rural highway projects statutes to incorporate funding for roads used primarily as farm-to-market connections between rural agricultural areas and market distribution centers.

The bill creates a new distribution specifically for arterial roads from existing documentary stamp revenues by redirecting $30 million from unallocated funds collected through Documentary Stamps to the State Transportation Trust Fund (STTF). With existing funding of $20 million annually, this results in a $50 million annual investment in arterial roads.

The bill also expands the FDOT County Incentive Grant Program to include projects that enhance connectivity between rural agricultural areas and market distribution centers, and allows counties within the Everglades Agricultural Area to request additional funding for such projects.

Expands Small County Road Assistance Program
The Small County Road Assistance Program (SCRAP) assists small county governments in resurfacing and reconstructing county roads. The bill redirects a portion of vehicle title fees, which are currently directed to the state's general revenue fund, to the STTF to increase funding available for the program. The Department of Transportation (DOT) is currently required to expend $25 million on the program, and this redirect more than doubles the state's investment in these counties.

Improves Education Opportunities in Rural Communities

Expands Regional Education Consortia
Current education regional consortium service organizations include the Northeast Florida Educational Consortium (NEFEC); Panhandle Area Educational Consortium (PAEC); and Heartland Educational Consortium (HEC), which serve small, rural school districts to reduce overhead administrative costs, minimize duplication of services, promote new programs, and provide personnel and programmatic support.

School districts with 20,000 or fewer students, lab schools, and the Florida School for the Deaf and the Blind may enter into cooperative agreements to form a regional consortium service organization. Each regional consortium receives a grant of $50,000 per school district and eligible member to be used for the delivery of services within the participating school districts. The consortium board of directors, made up of the superintendents of the participating school districts, determines the services and use of funds. The bill increases from $50,000 to $150,000 the consortia funding per eligible member and appropriates recurring funding for this investment.

Creates Regional Consortium Service Organization Supplemental Services Program
The bill creates a grant program administered by the three regional consortium service organizations to supplement member needs related to transportation; district finance personnel services; cybersecurity

support; school safety; college, career, and workforce development; academic supports; and behavior support within exceptional student education services.

Updates Special Facility Construction Account
The Special Facility Construction Account (SFCA) provides construction funds to school districts that have urgent construction needs but lack sufficient resources and have no reasonable expectation of raising needed funds over the next three years through tax revenue. Typically, the projects that receive funds through the SFCA are located in rural areas that have an insufficient tax base to fund large construction projects.

A school district receiving funding must levy the maximum discretionary millage (1.5 mills) for three years before making a request and until project completion. Of that levy, the school district must pay the value of 1 mill per year to the project. This is collected by the Department of Education. This leaves participating districts with limited ability to pay for other fixed capital outlay needs. The bill authorizes a school district that receives funds through the SFCA to retain its entire 1.5 mill discretionary ad valorem levy.

Adds a Student Loan Repayment Program for Rural Educators
The bill creates the Rural Incentive for Professional Educators (RIPE) program to help small counties attract and retain instructional personnel and administrators. The program provides a yearly benefit for educators that reside in and work as instructional employees or administrators at public or private schools in a fiscally constrained county.

Participants receive up to $15,000 in total student loan repayment assistance over five years, disbursed in annual payments not to exceed $3,000 per year.

Expands Access to Health Care in Rural Florida

Growing Doctors and Nurses in Rural Areas
Rural communities in Florida have limited access to medical care. As a result, these communities are home to more people with medically-complex needs, which if addressed through preventative and primary care, could significantly improve quality of life and reduce costs for families. Physicians, physician assistants and autonomous APRNs might be more willing to locate to rural areas with grant funding to establish primary care practices in rural areas.

Existing financial incentive programs (e.g. Florida Reimbursement Assistance for Medical Education, FRAME) do not fund facility construction, acquisition, renovation, or lease; medical equipment and furnishings; or information technology. All of these are needed in order for a practice to be established. The bill creates a new grant program to help start-up physician, physician assistants, and autonomous APRN offices and practices in rural areas.

The bill also expands the existing FRAME program to include medical doctors or osteopathic doctors who are board certified or board eligible in emergency medicine and who are employed by or under contract with a rural hospital or rural emergency hospital.

Training Rural Paramedics and EMTs in Advanced Stroke, Cardiac, and Obstetrics Response
Stroke, Cardiac and Obstetrics patients in rural Florida face challenges including limited access to hospitals, fewer resources, and a lack of advanced treatments. These challenges can lead to worse health outcomes and higher mortality rates.

The bill creates the Stroke, Cardiac, and Obstetric Response and Education (SCORE) Grant Program within the Department of Health to increase access to high-quality stroke, cardiac, and obstetric care through the application of technology and innovative training for medical professionals who provide emergency care, including EMTs and other first responders.

Expands Rural Hospital Grant Program To Cover Mobile Units and Telemedicine Kiosks
The Rural Hospital Capital Improvement Program provides critical funding to rural hospitals to acquire, repair, improve, and upgrade systems, facilities, or equipment. The state budget currently includes $10 million in recurring funding for these grants.

The bill adds $25 million in nonrecurring funding to meet the growing needs of rural hospitals. Funds will cover mobile units to provide primary care services, behavioral health services, or obstetric and gynecological services in rural areas, and telemedicine kiosks to provide urgent care services remotely in rural areas.

Increases Existing Medicaid Payments for Rural Hospitals
In Florida, five rural hospitals have closed, primarily due to financial challenges. A "critical access hospital" (CAH) is one that meets federal standards, including location in a rural area and distance from other hospitals. Federal Medicare recognizes this distinction and provides higher payments for Medicare services provided at these hospitals. However, Florida Medicaid reimbursement does not recognize CAH status.

The bill appropriates additional dollars to enhance Medicaid payments to reimburse rural hospitals that provide care for the current Medicaid population, similar to Medicare reimbursement.

Rural Renaissance Appropriations – $200.8 million

- Renaissance Grants – $8 million
- Office of Rural Prosperity – $2.5 million
- Preserving Rental Housing in Rural Communities – $30 million
- Rural Strategy Grants – $250,000
- Rural Infrastructure Fund – $45 million
- Rural Revolving Loan Program – $5 million
- Innovations for Rural Counties – $500,000
- Small Business Development Center Network – $1 million
- Student Loan Repayment for Rural Educators – $7 million
- Regional Education Consortia – Increase from $50K to $150K per district – $3.6 million
- Regional Education Consortia Grants – $25 million
- Rural Hospital Medicaid Enhancement – $7.7 million state, $10.3 million federal (updated based on most recent estimate)
- Rural Hospital Improvement Grants – $25 million
- Stroke, Cardiac, and Obstetric Response and Education – $5 million
- Doctor/PA/APRN Start Up Program – $25 million

General Revenue Redirects in the Bill

- Fiscally Constrained Counties – approximately $50.7 million (updated based on most recent estimate)
- Direct-to-Home Satellite Tax – approximately $10.2 million
- Farm-to-Market Roads – $30 million State Transportation Trust Fund
- Small County Road Assistance Program – approximately $35.6 million State Transportation Trust Fund (updated based on most recent estimate)

Additional Funding for General Appropriations Act

- State Housing Initiatives Partnership (SHIP) Program – $18.8 million

For more information, please visit www.FLSeante.gov.

# # #

Loxahatchee Groves Town Residents, Landowners, Council and Staff,

It is with infinite sadness that I feel compelled today to present to Town of Loxahatchee Groves my resignation of my post as Seat #1 on Town Council.

My considerations are first of my family, friends and constituents....~~all of whom I love, admire and respect~~....my health, and my livelihood.

To my friends and constituents, I am so proud to have had your confidence and support throughout my service on Town Council.

I reflect also on my fellow Council Members (past and present) and Town Staff over the past seven years, together we have many stuggles in build up this New Town and in the end we have accomplished many great things.

To ~~my colleagues~~ Staff, I will always appreciate the experience and knowledge I gained during my time working with you all.

I know politics are divisive and polarizing by nature however, as a Council Member, I've always strived to be fair and unbiased taking positions to try and best serve the entire Town.

To all, I want to say that I am troubled at the tone and timber of some subversive comments being made in Chambers and the malicious, slanderous commentary being spread outside of Chambers. This hostile environment which culminated an unwarranted physical & character attacks on me. At this time I believe that my stepping down is the only next move I must make in order to continue my mission for a better Loxahatchee Groves. .

My singular goal has always been to preserve this little Town that I have lived in for 35 plus years, I have also been determined to protect the ideals of incorporation and it's governance,
an office and position I have served with honor and devotion.

However at this juncture, I can say with much certitude I feel I can be most effective and powerful to that end not from the Dais, but from the podium.
Please accept my resignation effective June 4th, 2025 at 5PM.

Phillis Maniglia
Loxahatchee Groves
Council Member Seat #1
Town resident since 1989

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL SPECIAL MEETING MINUTES
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, June 10, 2025

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor Kane called the meeting to order at 6:01 PM

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE

Mayor Kane led the Pledge of Allegiance followed by a moment of silence.

ROLL CALL

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Paul Coleman, Councilmember Lisa El-Ramey, Town Manager Francine Ramaglia, Town Attorney Tanya Earley, Project Coordinator Jeff Kurtz, and Town Clerk Valerie Oakes were present.

ADDITIONS, DELETIONS AND MODIFICATIONS

Mayor Kane called for any additions, deletions, modifications or approval of the agenda.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Public comment received from Mary McNicholas.

PRESENTATIONS

1. *Below is the list of qualified applicants from the 2025 March Municipal Election qualification period. This list includes all individuals who submitted the required qualification paperwork and were officially deemed qualified candidates by the Office of the Town Clerk.*

    - Steven Hoffman

- Todd Lane McLendon
- Paulo Santana
- William Joseph Stephens
- Brian Zdunowski

Mayor Kane invited each candidate to provide a brief statement outlining the background and reasons for seeking the appointment.

2. Review of Additional Qualified Candidates Who Have Expressed Interest in Appointment to Town Council Seat 1 – Town of Loxahatchee Groves

There were no comments. Town Council discussion ensued.

REGULAR AGENDA

3. Nomination and Appointment of a Qualified Resident to Fill the Vacant Seat 1 on the Loxahatchee Groves Town Council

MOTION: COUNCILMEMBER COLEMAN/COUNCILMEMBER EL-RAMEY MOVED TO NOMINATE BILL FORD TO FILL SEAT NO. 1. MOTION FAILED (2-2 with VICE MAYOR HERZOG AND MAYOR KANE DISSENTING).

MOTION: COUNCILMEMBER EL-RAMEY MOVED TO NOMINATE WILLIAM JOSEPH STEPHENS TO FILL SEAT NO. 1. THERE WAS NO SECOND. MOTION FAILED.

MOTION: VICE MAYOR HERZOG/COUNCILMEMBER COLEMAN MOVED TO NOMINATE TODD MCLENDON TO FILL SEAT NO. 1. MOTION PASSED (3-1 with COUNCILMEMBER EL-RAMEY DISSENTING).

MOTION: VICE MAYOR HERZOG/COUNCILMEMBER COLEMAN MOVED TO APPOINT TODD MCLENDON TO FILL SEAT NO. 1 PREVIOUSLY HELD BY COUNCILMEMBER PHILLIS MANIGLIA. MOTION PASSED (3-1 with COUNCILMEMBER EL-RAMEY DISSENTING).

4. Administration of the Oath of Office and Swearing-In of Newly Appointed Town Council Member

Town Clerk Oakes administered the Oath of Office and conducted the Swearing-In of Todd McLendon, newly appointed Town Council Member – Seat 1.

ADJOURNMENT

There being no further business before the Council, Mayor Kane adjourned the meeting at 6:36 PM.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor Anita Kane, Seat 3

Town Clerk

Vice Mayor Margaret Herzog, Seat 5

Councilmember Todd McLendon, Seat 1

Councilmember Lisa El-Ramey, Seat 2

Councilmember Paul T. Coleman II, Seat 4

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL REGULAR MEETING MINUTES
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, July 1, 2025

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor Kane called the meeting to order at 6:01 PM

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE

Mayor Kane led the Pledge of Allegiance followed by a moment of silence.

ROLL CALL

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

ADDITIONS, DELETIONS AND MODIFICATIONS

Mayor Kane called for any additions, deletions, modifications or approval of the agenda.

Mayor Kane stated Item No. 3 was requested to be removed by staff.

Councilmember El-Ramey requested to pull Consent Agenda item no. 8 and item no. 9 for discussion.

Councilmember McLendon requested to pull Consent Agenda item no. 6 and item no.12 for discussion.

MOTION: COUNCILMEMBER EL-RAMEY/COUNCILMEMBER MCLENDON MOVED TO APPROVE THE AGENDA WITH ITEM NO. 3 REMOVED BY STAFF AND CONSENT AGENDA ITEMS NO. 6, NO. 8, NO. 9, AND NO. 12 PULLED FOR DISCUSSION. MOTION PASSED UNANIMOUSLY (5–0).

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Public comment received from Mary McNicholas.

MOTION: MAYOR KANE/COUNCILMEMBER COLEMAN MOVED TO RECEIVE AND FILE THE ARTWORK REPLICA FROM THE ROYAL PALM BEACH ARTS AND PUBLIC PLACES PROJECT. MOTION PASSED UNANIMOUSLY (5-0).

MOTION: COUNCILMEMBER EL-RAMEY/COUNCILMEMBER MCLENDON MOVED TO ADJOURN THE MEETING UNTIL 6:30 PM. MOTION PASSED UNANIMOUSLY (5-0).

RECONVENE TOWN COUNCIL MEETING AT 6:28 P.M.

PRESENTATIONS

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

   Mayor Kane introduced Presentation Item No. 1.

   Geoffrey B. Sluggett & Associates, Inc.; the Town's local lobbyist; representatives from the Palm Beach County Sheriff's Office; Mary McNicholas, Senior Project Engineer; Mel Pollock, County Engineer; David Ricks; and Tricia Barr of Simmons & White provided an update regarding the CSX/Northlake Boulevard Closure. – Receive and File (attached as Exhibit A).

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

   Town's State Lobbyist Ronald Book presented on Final Results of Legislative Session Including Appropriations. Additional representatives were present and contributed to the discussion.

3. Recognition of Service and Appreciation to Former Councilmember Phillis Maniglia

   Item No. 3 was removed from the agenda.

CONSENT AGENDA

Following review of the updated agenda, it was noted that the item Councilmember McLendon requested to pull for review was not Consent Agenda Item No. 12, but rather Item No. 15.

MOTION: COUNCILMEMBER EL-RAMEY/COUNCILMEMBER MCLENDON MOVED TO APPROVE THE AGENDA WITH ITEM NO. 3 REMOVED FROM THE AGENDA AND CONSENT AGENDA ITEMS NO. 6, NO. 8, AND NO. 9 PULLED FOR DISCUSSION. MOTION PASSED UNANIMOUSLY (5–0).

MOTION: COUNCILMEMBER EL-RAMEY/COUNCILMEMBER COLEMAN MOVED TO APPROVE THE CONSENT AGENDA AS AMENDED. MOTION PASSED UNANIMOUSLY (5-0).

4. Approval of the Revised Town Council Meeting Schedule

MOTION: COUNCILMEMBER EL-RAMEY/COUNCILMEMBER COLEMAN MOVED TO APPROVE THE CONSENT AGENDA AS AMENDED. MOTION PASSED UNANIMOUSLY (5-0).

5. Consideration of Approval on ***Resolution No. 2025-48***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORDIA, AUTHORIZING THE ISSUANCE OF AN EXTENSION TO ITS EMERGENCY LINE OF CREDIT REVOLVING NOTE, SERIES 2020; AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT EXTENDING AND AMENDING LINE OF CREDIT AGREEMENT WITH BANKUNITED, N.A.; AND PROVIDING AN EFFECTIVE DATE.

MOTION: COUNCILMEMBER EL-RAMEY/COUNCILMEMBER COLEMAN MOVED TO APPROVE THE CONSENT AGENDA AS AMENDED. MOTION PASSED UNANIMOUSLY (5-0).

6. Consideration of Approval on ***Resolution No. 2025-51***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RATIFYING THE APPOINTMENT OF CASSIE SUCHY AS A REGULAR MEMBER OF THE TOWN'S PLANNING AND ZONING BOARD, ALSO SERVING AS THE LOCAL PLANNING AGENCY; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

Item No. 6 was pulled for discussion and discussed on the July 8, 2025 continuation meeting.

7. Consideration of Approval on ***Resolution No. 2025-52***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RATIFYING THE APPOINTMENT OF PETER LOMUTO AS A VOTING MEMBER

OF THE FINANCE AUDIT AND ADVISORY COMMITTEE (FAAC) AS APPROVED AT THE MAY 6, 2025, REGULAR TOWN COUNCIL MEETING; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

MOTION: COUNCILMEMBER EL-RAMEY/COUNCILMEMBER COLEMAN MOVED TO APPROVE THE CONSENT AGENDA AS AMENDED. MOTION PASSED UNANIMOUSLY (5-0).

8. Consideration of Approval on ***Resolution No. 2025-55***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE RENEWAL OF PIGGYBACK AGREEMENTS BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND ASHBRITT, INC., CROWDERGULF JOINT VENTURE, INC., PHILLIPS AND JORDAN, INCORPORATED, AND DRC EMERGENCY SERVICES, LLC FOR HURRICANE/DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL BASED ON THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY CONTRACT PURSUANT TO RFP NO. 22-201/DL; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

   Item No. 8 was pulled for discussion and discussed on the July 8, 2025, continuation meeting.

9. Consideration of Approval on ***Resolution No. 2025-57***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE RENEWAL OF PIGGYBACK AGREEMENT BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND THOMPSON CONSULTING SERVICES, LLC, FOR DISASTER DEBRIS MANAGEMENT AND SUPPORT SERVICES BASED ON THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY CONTRACT PURSUANT TO RFP NO. 22-202/DL; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

   Item No. 9 was pulled for discussion and discussed on the July 8, 2025 continuation meeting.

10. Consideration of Approval on ***Resolution No. 2025-59***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING JO SICILANO TO THE UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN

EFFECTIVE DATE.

MOTION: **COUNCILMEMBER EL-RAMEY/COUNCILMEMBER COLEMAN MOVED TO APPROVE THE CONSENT AGENDA AS AMENDED. MOTION PASSED UNANIMOUSLY (5-0).**

11. Consideration of Approval on ***Resolution No. 2025-60***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING SAMUEL HARRITY TO THE FINANCE AUDIT AND ADVISORY COMMITTEE; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

MOTION: **COUNCILMEMBER EL-RAMEY/COUNCILMEMBER COLEMAN MOVED TO APPROVE THE CONSENT AGENDA AS AMENDED. MOTION PASSED UNANIMOUSLY (5-0).**

12. Consideration of Approval on ***Resolution No. 2025-61***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING KATIE LAKEMAN TO THE ROADWAY, EQUESTRIAN TRAILS AND GREENWAY ADVISORY COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

MOTION: **COUNCILMEMBER EL-RAMEY/COUNCILMEMBER COLEMAN MOVED TO APPROVE THE CONSENT AGENDA AS AMENDED. MOTION PASSED UNANIMOUSLY (5-0).**

REGULAR AGENDA

13. Consideration of Approval on ***Resolution No. 2025-49***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, NOMINATING A TOWN COUNCILMEMBER FOR AND SUPPORTING HIS/HER APPOINTMENT AS THE FLORIDA LEAGUE OF CITIES VOTING DELEGATE; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Oakes read the title of Resolution No. 2025-49 into the record.

MOTION: **VICE MAYOR HERZOG/COUNCILMEMBER EL-RAMEY MOVED TO APPROVE RESOLUTION NO. 2025-49 TO NOMINATE COUNCILMEMBER TODD MCLENDON AS THE TOWN'S REPRESENTATIVE TO THE FLORIDA LEAGUE OF CITIES. MOTION PASSED UNANIMOUSLY (5–0).**

14. Consideration of Approval on ***Resolution No. 2025-53***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING A MEMBER TO THE UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE DUE TO A VACANCY; PROVIDING FOR SEVERABILITY, CONFLICT, AND EFFECTIVE DATE.

Town Clerk Oakes read the title of Resolution No. 2025-53 into the record.

MOTION: COUNCILMEMBER COLEMAN/COUNCILMEMBER MCLENDON MOVED TO APPROVE THE APPOINTMENT OF DANIELLE HARRITY TO THE UNIFIED LAND DEVELOPMENT CODE (ULDC) COMMITTEE. MOTION PASSED UNANIMOUSLY (5–0).

15. Consideration of Approval on ***Resolution No. 2025-50***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING BUDGET AMENDMENT FOR THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

-----AND-----

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

Town Clerk Oakes read the title of Resolution No. 2025-50 and Resolution No. 2025-58 into the record.

Public comment received from Virginia Standish and Manish Sood. Town Council discussion ensued.

MOTION: COUNCILMEMBER MCLENDON/VICE MAYOR HERZOG MOVED TO APPROVE RESOLUTION NO. 2025-50. MOTION PASSED (4-1 with COUNCILMEMBER EL-RAMEY DISSENTING.)

MOTION: COUNCILMEMBER EL-RAMEY/COUNCILMEMBER COLEMAN MOVED TO RECESS THE MEETING. MOTION PASSED UNANIMOUSLY (5–0).

RECONVENED TOWN COUNCIL MEETING AT 9:21 PM.

MOTION: COUNCILMEMBER EL-RAMEY/COUNCILMEMBER MCLENDON MOVED TO BEGIN ADVERTISING FOR LEGAL SERVICES AS DISCUSSED PRIOR TO THE RECESS. MOTION PASSED (4–1 with MAYOR KANE DISSENTING).

MOTION: COUNCILMEMBER MCLENDON/COUNCILMEMBER COLEMAN MOVED EXTEND THE CURRENT TOWN ATTORNEY'S CONTRACT FOR 60 DAYS. MOTION PASSED UNANIMOUSLY (5–0).

16. Consideration of Approval on ***Resolution No. 2025-56***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 4.000 FOR GENERAL OPERATING BUDGET PURPOSES FOR FISCAL YEAR 2025/2026; RECOGNIZING THE ROLLED BACK MILLAGE RATE FOR FISCAL YEAR 2025/2026; APPROVING AND AUTHORIZING TRANSMITTAL OF THE FORM DR-420 TO THE PROPERTY APPRAISER; PROVIDING FOR THE ESTABLISHMENT OF AND SETTING FORTH THE DATE, TIME AND PLACE OF THE PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2025/2026 PROPOSED MILLAGE RATE AND TENTATIVE BUDGET; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Oakes read the title of Resolution No. 2025-56 into the record.

Public comment received from Virginia Standish and Manish Sood. Town Council discussion ensued.

MOTION: COUNCILMEMBER MCLENDON/COUNCILMEMBER EL-RAMEY MOVED TO LOWER THE RECOMMENDED MILLAGE RATE FROM 4.0 TO 3.0. MOTION FAILED (2-3 with MAYOR KANE, COUNCILMEMBER COLEMAN, AND VICE MAYOR HERZOG DISSENTING).

MOTION: COUNCILMEMBER COLEMAN/VICE MAYOR HERZOG MOVED TO SET THE PROPOSED MILLAGE RATE AT 4.0, PROVIDING FLEXIBILITY. MOTION FAILED (2-3 with MAYOR KANE, COUNCILMEMBER MCLENDON, AND COUNCILMEMBER EL-RAMEY).

MOTION: COUNCILMEMBER COLEMAN/VICE MAYOR HERZOG MOVED TO SET THE PROPOSED MILLAGE RATE AT 3.5. MOTION PASSED (3–2 with COUNCILMEMBER MCLENDON AND COUNCILMEMBER EL-RAMEY DISSENTING.)

17. Consideration of Approval on ***Resolution No. 2025-54***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE PROVISION OF RESIDENTIAL SOLID WASTE COLLECTION SERVICES AND FACILITIES AND PROGRAMS ("SOLID WASTE COLLECTION SERVICES") IN THE TOWN OF LOXAHATCHEE GROVES, FLORIDA; PROVIDING FOR PURPOSE AND DEFINITIONS; PROVIDING FOR LEGISLATIVE DETERMINATIONS; ESTABLISHING THE ESTIMATED RATE FOR THE SOLID WASTE COLLECTION SERVICES ASSESSMENT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

MOTION: COUNCILMEMBER COLEMAN/COUNCILMEMBER EL-RAMEY MOVED TO APPROVE RESOLUTION NO. 2025-54 AS WRITTEN. MOTION PASSED UNANIMOUSLY (5–0).

RECESS TOWN COUNCIL MEETING & CALL TO ORDER DEPENDENT WATER CONTROL DISTRICT AT 10:00 PM.

18. Consideration of Approval on ***Resolution No. 2025-DD07***: A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE PROVISION OF DISTRICT SERVICES, INCLUDING WATER CONTROL MAINTENANCE AND REPAIR OF DRAINAGE AND ROADWAYS WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE DISTRICT; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR DISTRICT SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mayor Kane introduced Resolution No. 2025-DD07.

Public comment received from Cassie Suchy and Manish Sood. Town Council discussion ensued.

MOTION: COUNCILMEMBER COLEMAN/COUNCILMEMBER HERZOGMOVED TO APPROVE RESOLUTION NO. 2025-DD07. MOTION PASSED (3–2 with COUNCILMEMBER MCLENDON AND COUNCILMEMBER EL-RAMEY DISSENTING.)

MOTION: COUNCILMEMBER COLEMAN/VICE MAYOR HERZOG MOVED TO EXTEND THE MEETING AT 10:25 PM. MOTION PASSED UNANIMOUSLY (5–0).

By consensus, the Town Council directed the Finance Advisory and Audit Committee (FAAC) to focus on budget review with an emphasis on identifying potential cost-saving measures rather than income generation. The Committee is to prepare three budget scenarios based on millage rates of 3.5, 3.0, and the rollback rate. Each Councilmember will receive the budget individually for review prior to a joint meeting with the Committee.

RECONVENED TOWN COUNCIL MEETING at 10:29 PM.

DISCUSSION

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

    Town Council discussion ensued.

    MOTION: COUNCILMEMBER COLEMAN/COUNCILMEMBER EL-RAMEY MOVED TO RECESS THE MEETING UNTIL TUESDAY, JULY 8, 2025, AT 6:00 PM, TO CONTINUE WITH THE REMAINING AGENDA ITEMS BEGINNING WITH ITEM NO. 19. MOTION PASSED UNANIMOUSLY (5–0).

20. Discussion of Approving and Implementing the Town's Public Records Request Policy

    Item No. 20 moved to the continued July 8, 2025, meeting.

21. Discussion of Lien Reduction and Release Policy and Establishing Petition Fees

    Item No. 21 moved to the continued July 8, 2025, meeting.

22. Discussion of Interlocal Agreement with Palm Beach County Regarding Impact Fees

    Item No. 22 moved to the continued July 8, 2025, meeting.

23. Discussion of Conservation Easements and Individual Offer Received

    Item No. 23 moved to the continued July 8, 2025, meeting.

ADJOURNMENT

The Town Council meeting recessed at 10:54 PM and should reconvene Tuesday, July 8, 2025, at 6:00 PM to continue with the remaining agenda items starting with Item No. 19.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor Anita Kane, Seat 3

Town Clerk

Vice Mayor Margaret Herzog, Seat 5

Councilmember Todd McLendon, Seat 1

Councilmember Lisa El-Ramey, Seat 2

Councilmember Paul T. Coleman II, Seat 4

Town of LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

TO: **Town Council of Town of Loxahatchee Groves**

FROM: **Francine Ramaglia, Town Manager**

DATE: **July 1, 2025**

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

Background:

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

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

Recap of the Project

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

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

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

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

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

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

Next steps include:

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

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

Valerie Oakes

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

Importance: High

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



Francine L. Ramaglia
Town Manager I Town of Loxahatchee Groves
155 F Road I Loxahatchee Groves, FL 33470
Office: 561.277.2153 I Cell: 561.315.2369

LOXAHATCHEE GROVES FLORIDA

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

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

Thanks,

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

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

From: Francine Ramaglia <FRamaglia@loxahatcheegrovesfl.gov>
Sent: Monday, June 23, 2025 7:13 PM
To: Mel Pollock <mpollock@CORRADINO.com>
Cc: David Ricks <dricks@pbc.gov>; Joanne Keller M. <jkeller@pbc.gov>; Patrick Rutter <prutter@pbc.gov>; Todd J. Bonlarron <tbonlarr@pbcgov.org>; Amanda Vomero <avomero@pbcgov.org>; Sandt, Robert T <sandtr@pbso.org>; Sauers, Darla J. <sauersd@pbso.org>; Coleman, Eric T <colemane@pbso.org>; Mary McNicholas <mem@sluggett.com>; Tricia Barr <tricia@simmonsandwhite.com>; Richard Gallant <rgallant@loxahatcheegrovesfl.gov>
Subject: CSX Temporary Closure Impacts to Loxahatchee Groves

Mel,

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

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

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

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

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

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

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

Francine L. Ramaglia
Town Manager I Town of Loxahatchee Groves
155 F Road I Loxahatchee Groves, FL 33470
Office: 561.277.2153 I Cell: 561.315.2369

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TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL REGULAR CONTINUED MEETING MINUTES
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, July 8, 2025

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor Kane reconvened the July 1, 2025, meeting on July 8, 2025, at 6:00 PM to continue with the remaining agenda items beginning with Discussion Item No. 19.

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE

Mayor Kane led the Pledge of Allegiance followed by a moment of silence.

ROLL CALL

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Paul Coleman, Councilmember McLendon, Councilmember Lisa El-Ramey, Town Manager Francine Ramaglia, Town Attorney Glen Torcivia (via zoom), Public Works Director Richard Gallant, Project Coordinator Jeff Kurtz, Community Standards Director Caryn Gardner-Young, and Town Clerk Valerie Oakes were present.

DISCUSSION

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

    Mayor Kane introduced Discussion Item No. 19.

    Public comment received from Manish Sood. Town Council discussion ensued.

    By consensus, the Town Council agreed 4–1 to move forward with the proposed items, including the $100,000 for the TPA grant funding and the drainage design for Tangerine, as presented. Councilmember El-Ramey dissented.

20. Discussion of Approving and Implementing the Town's Public Records Request Policy

Town Clerk Oakes presented a draft for the Town's Public Records Request Policy.

Public comment received from Cassie Suchy, Karen Plante, and Manish Sood. Town Council discussion ensued.

By consensus, each Town Council member is provided with a $50 allowance for public records requests. This allowance does not roll over. Any costs incurred beyond the $50 allowance will be the personal responsibility of the requesting Council member. Any modifications to this allowance or related procedures will be reflected in the applicable policy. The Council further agreed that all members will receive copies of any related documents electronically, and if the materials are not available in digital format, staff will scan and distribute them accordingly.

21. Discussion of Lien Reduction and Release Policy and Establishing Petition Fees

Community Standards Director Gardner-Young presented the Lien Reduction and Release Policy and Establishing Petition Fees.

Public comment received from Cassie Suchy. Town Council discussion ensued.

Community Standards Director Gardner-Young bring an ordinance on lien reductions at a later meeting based off Town Council recommendations.

22. Discussion of Interlocal Agreement with Palm Beach County Regarding Impact Fees

By consensus, the Town Council agreed to remove Item No. 22 from the agenda, noting that the matter was not relevant to the Town.

23. Discussion of Conservation Easements and Individual Offer Received

Mayor Kane introduced Discussion Item No. 23.

Public comment received from Jo Siciliano and Cassie Suchy. Town Council discussion ensued and concurred that in order to move forward with any formal policies they would need more information.

The Town Council proceeded to address items previously removed from the Consent Agenda for further discussion.

CONSENT AGENDA

6. Consideration of Approval on ***Resolution No. 2025-51***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RATIFYING THE APPOINTMENT OF CASSIE SUCHY AS A REGULAR MEMBER OF THE TOWN'S PLANNING AND ZONING BOARD, ALSO SERVING AS THE LOCAL PLANNING AGENCY; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

Councilmember McLendon requested to pull Consent Agenda Item No. 6 for discussion.

Public comment received from Cassie Suchy. Town Council discussion ensued.

MOTION: COUNCILMEMBER MCLENDON MOVED TO DENY. THERE WAS NO SECOND. MOTION FAILED.

MOTION: COUNCILMEMBER EL-RAMEY/COUNCILMEMBER COLEMAN MOVED TO APPROVE RESOLUTION NO. 2025-51. MOTION PASSED (3-2 with MAYOR KANE AND COUNCILMEMBER MCLENDON DISSENTING.

8. Consideration of Approval on ***Resolution No. 2025-55***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE RENEWAL OF PIGGYBACK AGREEMENTS BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND ASHBRITT, INC., CROWDERGULF JOINT VENTURE, INC., PHILLIPS AND JORDAN, INCORPORATED, AND DRC EMERGENCY SERVICES, LLC FOR HURRICANE/DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL BASED ON THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY CONTRACT PURSUANT TO RFP NO. 22-201/DL; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember El-Ramey requested to pull Consent Agenda Item No. 8 for discussion.

MOTION: COUNCILMEMBER COLEMAN/VICE MAYOR HERZOG MOVED TO APPROVE RESOLUTION NO. 2025-55 AND RESOLUTION NO. 2025-57. MOTION PASSED UNANIMOUSLY (5–0).

9. Consideration of Approval on ***Resolution No. 2025-57***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE RENEWAL OF PIGGYBACK AGREEMENT BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND THOMPSON CONSULTING SERVICES, LLC, FOR DISASTER DEBRIS MANAGEMENT AND SUPPORT SERVICES BASED ON THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY CONTRACT PURSUANT TO RFP NO. 22-202/DL; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember El-Ramey requested to pull Consent Agenda Item No. 9 for discussion.

MOTION: COUNCILMEMBER COLEMAN/VICE MAYOR HERZOG MOVED TO APPROVE RESOLUTION NO. 2025-55 AND RESOLUTION NO. 2025-57. MOTION PASSED UNANIMOUSLY (5–0).

TOWN STAFF COMMENTS

Town Manager stated that she had distributed to Council a marked-up copy of the previous Request for Letters of Interest for Legal Services following the last meeting, noting that the original version referenced interim services. She requested direction from Council, explaining that no feedback had been received on the draft. Ms. Ramaglia clarified that the updated version welcomes both individual and firm responses and includes language for in-house counsel, requiring that respondents provide a proposed budget and employment agreement as part of the scope of services. She further stated that, after consulting with staff, consideration was being given to adding foreclosure attorney services to the request, as the Town has spoken with several firms and may need to bring one forward for Council's review.

MAYOR KANE CALLED FOR A FIVE-MINUTE RECESS AT 8:23 PM.

RECONVENED TOWN COUNCIL MEETING AT 8:28 PM.

Town Council discussion ensued. Public comment received from Cassie Suchy.

Town Attorney had no report.

Town Clerk had no report.

TOWN COUNCILMEMBER COMMENTS

Councilmember Todd McLendon expressed appreciation to former Councilmember Maniglia for her years of service, noting that she was unable to attend to receive her proclamation but hoped she could be present at the next meeting. He also thanked the Council for the confidence in appointing him to serve through March. Mr. McLendon requested that staff prepare a resolution for the next meeting addressing life safety issues in code enforcement cases, particularly concerning industrial uses on AR-zoned properties. He stated that such cases should be considered priority matters that do not require a complaint under Florida Statute when health and safety concerns are present. He further suggested including provisions in the resolution for fine reductions and for initiating foreclosure proceedings once violations reach a certain dollar threshold.

Councilmember Lisa El-Ramey referenced a recent legal document that named individuals personally and expressed hope that increased staff involvement in enforcement and oversight would help prevent similar issues. She inquired about the timeline for vested rights properties coming before Council. Ms. El-Ramey also raised concerns about access and trail conditions near the north end of A Road where it connects to North Road and 161st Street, noting that residents

were using the canal bank to access their properties despite having road access. She emphasized the importance of maintaining trail access for equestrian use and asked for an update on discussions regarding the commercial district.

Councilmember Paul Coleman stated that due to recent legislation, specifically Senate Bill 180, many of the previously discussed Unified Land Development Code (ULDC) changes could not currently move forward. He stated that he had been approached by a representative of a charitable organization working in partnership with SouthTech Academy to redevelop the former road prison site into a vocational school campus; the proposal would involve demolishing existing structures and constructing new facilities to support trade and technical education. Mr. Coleman explained that the group sought community and municipal support to present to the Palm Beach County Commission. He offered to gather additional information or invite the representative to attend a future meeting to provide more details.

By consensus, the Council agreed to invite the representative to present the proposal at the August 2, 2025, meeting.

Vice Mayor Marge Herzog expressed concern regarding heavy vehicle traffic associated with the Horse Manor property, noting that trucks were frequently entering and exiting the area and causing significant damage to the turn road. She referenced a letter received by all Councilmembers regarding the issue and requested an update. Ms. Herzog stated dump-style trailers and 18 wheelers, many appearing to come from outside the Town, were being loaded on the site and that their turning movements were destroying the berms and shoulders along the roadway and compared the activity to that experienced near the sod farm, emphasizing that the ongoing damage was becoming disruptive to nearby residents. Ms. Herzog also inquired about the procedure for bringing forward previously discussed items, such as proposed referendum questions related to elections, for future Council consideration

By consensus, the Town Council agreed to bring forward five potential names each for consideration of committee appointments at the August 5, 2025, meeting, with the understanding that each Councilmember would ultimately appoint two to three members to sit on the Charter Review Committee.

Mayor Anita Kane encouraged everyone to be kind to one another, emphasizing that name-calling and cruel remarks do not reflect the character of the community. She stated that although differing opinions and viewpoints are natural, residents and Councilmembers alike should strive to communicate respectfully and work collaboratively. She noted that divisive and reactionary behavior has become common in society but expressed hope that the Town could rise above it by engaging in constructive dialogue and finding compromise through mutual respect and cooperation.

By consensus, the Town Council agreed (4-1) that the Mayor Kane would attend the next Finance Advisory and Audit Committee meeting to observe and assist as needed. Councilmember El-Ramey dissented.

ADJOURNMENT

There being no further business before the Council, Councilmember McLendon moved to adjourn the meeting at 9:54 PM, which was seconded by Councilmember Coleman and passed unanimously (5-0).

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor Anita Kane, Seat 3

Town Clerk

Vice Mayor Margaret Herzog, Seat 5

Councilmember Todd McLendon, Seat 1

Councilmember Lisa El-Ramey, Seat 2

Councilmember Paul T. Coleman II, Seat 4

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL SPECIAL MEETING MINUTES
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, July 22, 2025

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE

Mayor Kane led the Pledge of Allegiance followed by a moment of silence.

ROLL CALL

Mayor Anita Kane, Vice Mayor Margaret Herzog (via Zoom), Councilmember Paul Coleman, Councilmember Lisa El-Ramey, Councilmember Todd McLendon, Town Manager Francine Ramaglia, Town Attorney Glen Torcivia (via Zoom), Project Coordinator Jeff Kurtz, and Town Clerk Valerie Oakes were present.

ADDITIONS,DELETIONS AND/OR MODIFICATIONS

Mayor Kane called for any additions, deletions and/or modifications to the agenda.

MOTION: COUNCILMEMBER MCLENDON/COUNCILMEMBER COLEMAN MOVED TO APPROVE THE AGENDA AS PRESENTED. MOTION PASSED UNANIMOUSLY (5-0).

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Public comment received from Virginia Standish.

REGULAR AGENDA

1. Consideration of Approval on ***Resolution No. 2025-58***: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPOINTING JEFFREY S. KURTZ, ESQ. TO BE EMPLOYED AS THE TOWN ATTORNEY AND PROVIDING AN EFFECTIVE DATE

   Town Clerk Oakes read the title of Resolution No. 2025-58 into the record.

   A detailed and comprehensive discussion of this item ensued among all Councilmembers, the Town Attorney, and the Town Manager.

   MOTION: COUNCILMEMBER EL-RAMEY/COUNCILMEMBER COLEMAN MOVED TO TAKE MR. KURTZ'S RESOLUTION-FORM AGREEMENT AND CONVERT IT INTO AN ACTUAL AGREEMENT CONTRACT TO BE CONSIDERED AT THE NEXT MEETING ON MONDAY JULY 28, 2025, ALONG WITH THE OTHER APPLICANTS. MOTION PASSED (4–1 with COUNCILMEMBER MCLENDON DISSENTING.)

   Town Clerk Oakes announced that the first Budget Public Hearing originally scheduled for September 2, 2025, had been rescheduled to September 3, 2025, at 6:00 PM.

   By consensus, the Town Council agreed to have Town Attorney Torcivia revise the existing contract using the current version with minor edits, to avoid incurring additional legal fees.

ADJOURNMENT

There being no further business before the Council, Councilmember El-Ramey moved to adjourn the meeting at 6:30 PM, which was seconded by Councilmember Coleman and passed unanimously (5-0).

[THIS PORTION INTENTIONALLY LEFT BLANK.]

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor Anita Kane, Seat 3

Town Clerk

Vice Mayor Margaret Herzog, Seat 5

Councilmember Todd McLendon, Seat 1

Councilmember Lisa El-Ramey, Seat 2

Councilmember Paul T. Coleman II, Seat 4

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL SPECIAL MEETING MINUTES
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, July 28, 2025

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor Kane called the meeting to order at 6:01 PM

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE

Mayor Kane led the Pledge of Allegiance. Instead of a moment of silence Mayor Kane read rules for standard meeting practice.

ROLL CALL

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Paul Coleman, Councilmember Lisa El-Ramey, Councilmember Todd McLendon, Town Manager Francine Ramaglia, Town Attorney Glen Torcivia (via Zoom) and Town Clerk Valerie Oakes were present.

ADDITIONS, DELETIONS, AND MODIFICATIONS

Mayor Kane called for any additions, deletions and/or modifications to the agenda.

MOTION: COUNCILMEMBER MCLENDON/COUNCILMEMBER COLEMAN MOVED TO APPROVE THE AGENDA AS PRESENTED. MOTION PASSED UNANIMOUSLY (5-0).

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Public comment received from Mary McNicholas, Jo Siciliano, and Virginia Standish.

REGULAR AGENDA

1. Selection of Town Attorney

   Presentations were made by law firms and attorneys regarding their intent to hold the position of Town Attorney. Town Council Discussion ensued. The Council decided to make a final decision August 5, 2025, meeting.

   Public comments received from Phillis Maniglia and Aly Daly.

ADJOURNMENT

There being no further business before the Council, Councilmember Coleman moved to adjourn the meeting at 8:02 PM, which was seconded by Mayor Kane and passed unanimously (5-0).

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor Anita Kane, Seat 3

Town Clerk

Vice Mayor Margaret Herzog, Seat 5

Councilmember Todd McLendon, Seat 1

Councilmember Lisa El-Ramey, Seat 2

Councilmember Paul T. Coleman II, Seat 4

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL BUDGET WORKSHOP MEETING MINUTES
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Wednesday, August 20, 2025

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

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

PLEDGE ALLEGIANCE AND MOMENT OF SILENCE

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

ROLL CALL

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Paul Coleman, Councilmember Lisa El-Ramey, Councilmember Todd McLendon, Town Manager Francine Ramaglia, Town Attorney Jeff Kurtz, Chief Financial Officer David DiLena from Projected Point, and Town Clerk Valerie Oakes.

ADDITIONS, DELETIONS, AND MODIFICATIONS

Mayor Kane can called for additions, deletions, and modifications to the agenda.

MOTION: COUNCILMEMBER MCLENDON/VICE MAYOR HERZOG MOVED TO APPROVE THE AGENDA AS PRESENTED, WHICH PASSED UNANIMOUSLY (5-0).

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Public comment from Virginia Standish.

WORKSHOP DISCUSSION

1. Continuation of Discussion FY2026 Budget

Chief Financial Officer David DiLena of Projected Point presented the FY2026 Budget. Town Council concurred that they would need more information on the budget before approving any budget cuts or changes to the millage rate.

Public comments received from Virginia Standish, Manish Sood, and Aly Daly.

TOWN STAFF COMMENTS

Town Attorney Jeff Kurtz reminded Town Council of an upcoming vacation he had planned prior to becoming the attorney. He also mentioned an upcoming shade meeting in which comments will not be available to the public until litigation is over.

Town Manager Francine Ramaglia gave an update on personnel information and that it is not something the Town broadcasts. That some information may be inaccurate or may be misinformation, and that focusing on these matters uses Town money that could be directed to other avenues. That it is not best practice for Staff and Town Council to discuss without having the full facts.

Town Clerk Valerie Oakes had no report.

ADJOURNMENT

There being no further business before the Council, Mayor Kane moved to adjourn the meeting at 8:00 PM, which was seconded by Councilmember McLendon and passed unanimously (5-0)

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor Anita Kane, Seat 3

Town Clerk

Vice Mayor Margaret Herzog, Seat 5

Councilmember Todd McLendon, Seat 1

Councilmember Lisa El-Ramey, Seat 2

Councilmember Paul Coleman II, Seat 4

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL SPECIAL & WORKSHOP MEETING MINUTES
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, December 16, 2025

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor Kane called the meeting to order at 5:30 PM

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE

Mayor Kane led the Pledge of Allegiance followed by a moment of silence.

ROLL CALL

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Paul Coleman, Councilmember Lisa El-Ramey, Councilmember McLendon Town Manager Francine Ramaglia, Town Attorney Jeff Kurtz, Town Clerk Valerie Oakes, Community Standards Director Caryn Gardner-Young, and Public Works Superintendent Craig Lower were present.

ADDITIONS, DELETIONS AND MODIFICATIONS

Mayor Kane called for any additions, deletions, modifications or approval of the agenda; there were no modification to the agenda.

SPECIAL MEETING AGENDA

1. Presentation and Discussion on Council "One Way Communication" in Light of the Sunshine Law

   Town Attorney Kurtz presented information regarding “One Way Communication” relating to the Sunshine Law.

2. Direction with respect to the PBC Sheriff’s Contract

   Town Attorney Kurtz reported on the current status of the contract. Town Council

discussion ensued.

By consensus, the Town Council directed the Town Attorney to draft a mutual termination agreement for Council review at the next regular meeting.

3. Renaming Okeechobee Boulevard to Middle Road within the municipal boundaries of the Town of Loxahatchee Groves

   Item was moved to January 6, 2026, Town Council Regular meeting.

4. Report on Items for the Planning and Zoning Board

   Item was moved to January 6, 2026, Town Council Regular meeting.

5. Report on Items for the ULDC

   Item was moved to January 6, 2026, Town Council Regular meeting.

6. Report on Joint Meeting of the Town Council and Finance Advisory Audit Committee on January 19, 2026

   Item was moved to January 6, 2026, Town Council Regular meeting.

7. Report on Town Council's Directive for a 5% Operating Budget Reduction

   Item was moved to January 6, 2026, Town Council Regular meeting.

8. Report on Tentatively Scheduled Items for the January 6, 2026 Town Council Regular Meeting

   Item was moved to January 6, 2026, Town Council Regular meeting.

The special meeting adjourned at 6:03 p.m.; staff was dismissed from the Special meeting, and the Town Council convened the Workshop meeting.

WORKSHOP MEETING AGENDA

9. Town Council Meeting Action Items - Manager Assignments and Status

   Town Council discussion ensued. Mayor Kane will provide staff with updates.

10. Town Council's Strategic Items and Status Update

    Town Council discussion ensued. Mayor Kane will provide staff with updates.

COMMUNITY DISCUSSION & COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Town Council Open Discussion on General Matters Pertaining to Town Business and Members of the Public as this is an interactive session.

ADJOURNMENT

There being no further business, Mayor Kane adjourned the meeting at 8:01 PM.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor Anita Kane, Seat 3

Town Clerk

Vice Mayor Margaret Herzog, Seat 5

Councilmember Todd McLendon, Seat 1

Councilmember Lisa El-Ramey, Seat 2

Councilmember Paul T. Coleman II, Seat 4

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

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

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

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

DATE: **January 6, 2026**

SUBJECT: **Approval of *Resolution No. 2026-02* for approval of the naming of Loxahatchee Groves Park Drive**

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

Background:

On December 19, 2025, the Town of Loxahatchee Groves (Town) received a request from Palm Beach County Parks & Recreation Department (Department) asking to add a road name to the roadway within the Loxahatchee Groves Park along Southern Blvd. The Department asked that the roadway be named Loxahatchee Groves Park Drive. See attached Site Plan and Addressing Map.

The Code of Ordinance states as follows for naming of streets within the Town's municipal limits:

> **Section 05-080. - Authority of Town Council to name, rename, number or renumber roads.**
>
> The Town Council of the Town of Loxahatchee Groves is authorized and empowered to name or number any road or thoroughfare within the Town limits over which the Town has jurisdiction, and to change such names or numbers. The Town is authorized to designate and issue house numbers for properties abutting such roads or other thoroughfare.

The Department will follow their street naming request with an addressing request for three of the structures located within the park. Addressing is done administratively by Town Staff.

Fiscal Impact:
None

Recommendation/Motion:

Discussion and approval of the ***Resolution No. 2026-02*** to approve the name of Loxahatchee Groves Park Drive as the roadway within the Loxahatchee Groves Park along Southern Blvd.

Attachments:

1. Site Plan
2. Addressing Map

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2026 - 02

A RESOLUTION OF THE TOWN OF LOXAHATCHEE GROVES NAMING THE ROAD WITHIN LOXAHATCHEE GROVES PARK "LOXAHATCHEE GROVES PARK DRIVE; PROVIDING FOR TRANSMITTAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves, Florida (the "Town"), is authorized pursuant to its municipal powers to name and rename streets within its jurisdiction; and

WHEREAS, the Town desires to name the road within Loxahatchee Groves Park "Loxahatchee Groves Park Drive", located within the Town of Loxahatchee Groves, Palm Beach County, Florida, at the request of the Palm Beach County Parks & Recreation Department and

WHEREAS, the Town Council finds that "Loxahatchee Groves Park Drive" serves a public interest and promotes the historical, cultural, or commemorative value for the Town and its residents; and

WHEREAS, the Town will coordinate with Palm Beach County 911 addressing and mapping authorities, utility providers, and emergency services to ensure a smooth transition and avoid duplication or confusion.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby authorizes naming the road within Loxahatchee Groves Park "Loxahatchee Groves Park Drive", within the Town of Loxahatchee Groves as shown on the attached site plan.

Section 3. The Town Manager is authorized to take such actions as are necessary to implement this Resolution.

Section 4. The Town Staff shall notify property owners, Palm Beach County Property Appraiser, Palm Beach County Fire Rescue, Palm Beach County Sheriff's Office, utility providers and United States Postal Service.

Section 5. The road name change will be effective 30 days from the effective date of the Resolution.

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

	Aye	Nay	Absent
ANITA KANE, MAYOR	□	□	□
MARGARET HERZOG, VICE MAYOR	□	□	□
TODD MCLENDON, COUNCILMEMBER	□	□	□
LISA EL-RAMEY COUNCILMEMBER	□	□	□
PAUL COLEMAN, COUNCILMEMBER	□	□	□

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS __DAY OF DECEMBER, 2025.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

_____
Mayor Anita Kane

ATTEST:

_____
Valerie Oakes, Town Clerk

_____
Vice Mayor Marge Herzog

_____
Councilmember Todd McLendon

APPROVED AS TO LEGAL FORM:

_____
Office of the Town Attorney

_____
Councilmember Lisa El-Ramey

_____
Councilmember Paul Coleman



LOX SITE PLAN.DWG

SHEET NO. 1 OF 1

NORTH

0' 100' 200'

LOXAHATCHEE GROVES PARK

13751 Southern Boulevard
Loxahatchee, FL 33470

PALM BEACH COUNTY
PARKS & RECREATION DEPARTMENT

REQUESTED BY:	B. HAMILTON
DRAWN BY:	N. OUELLETTE
IMAGE DATE:	03/14/2024
MAP DATE:	11/12/2024

APPROVED BY:

B. HAMILTON

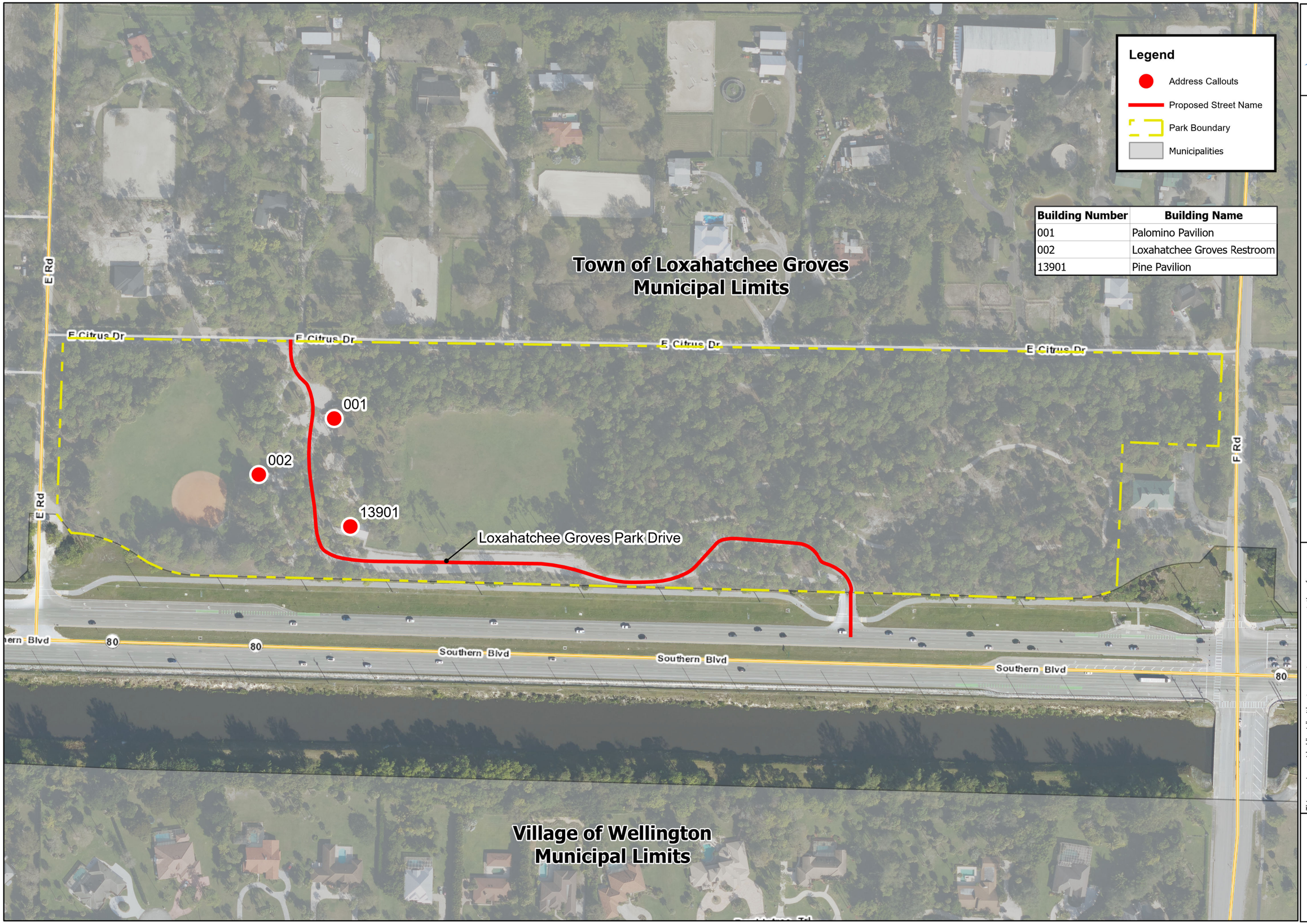
PALM BEACH COUNTY FLORIDA

Item 2.

366

PALM BEACH COUNTY
PARKS & RECREATION

Loxahatchee Groves Park Addressing



Building Number	Building Name
001	Palomino Pavilion
002	Loxahatchee Groves Restroom
13901	Pine Pavilion

This map is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The County makes no warranties, expressed or implied, as to the use of this map. There are no implied warranties of merchantability or fitness for a particular purpose. The owner of this map acknowledges and accepts the limitations of the map, including the fact that the data coverages are dynamic and in a constant state of maintenance, correction and update.

Source: Palm Beach County
Palm Beach County GIS Coordination
Palm Beach County Parks and Recreation
Image Date: 2025

Map Date: December 19, 2025
Created By: E. Frost

0 55 110 Feet

367

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

TO: **Town Council of Town of Loxahatchee Groves**

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

DATE: **January 6, 2026**

SUBJECT: **Consideration of Resolution 2026 – 03 approving the first amendment to the Town's Continuing Contract with Whidden Surveying & Mapping, Inc.**

Background:

Whidden Surveying & Mapping, Inc. (Whidden) was awarded a continuing contract for surveying services pursuant to an RFQ in January of 2023. The contract had an initial term of three (3) years. Over the course of the first three years, Whidden did limited work for the Town as most of the surveying work was done by Engenuity Group, Inc.. The continuing contract with Whidden allows for 2 one-year extensions. In light of the Town Council's decision not to award a contract to Engenuity Group for engineering review services, the staff is not recommending a renewal of their continuing contract for surveying services. The Town has a continuing need for surveying services and the staff is recommending the extension of the Whidden contract for another year. All of the work that Whidden has done for the Town has been performed in a satisfactory manner and the volume of surveying work anticipated for the upcoming year is well within their capabilities. Whidden has not increased their price for services above the original award.

Recommendation:

Motion to approve ***Resolution No. 2026 - 03*** concerning the first amendment to the Whidden Surveying & Mapping, Inc. which extends their continuing services contract for surveying services for an additional one-year term.

RESOLUTION NO. 2026-03

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING FIRST AMENDMENT OF THE CONTINUING CONTRACT FOR PROFESSIONAL SERVICES BETWEEN TOWN OF LOXAHATCHEE GROVES, FLORIDA AND WHIDDEN SURVEYING AND MAPPING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town issued Request for Qualifications (No. 2022-01) for "Professional Consulting Services on Continuing Contract Basis for Roadway, Stormwater, Drainage, and Water Quality Engineering Services, Traffic Engineering, Land Surveying, Development Review Services and Planning Services" in accordance with the Consultants Competitive Negotiations Act, section 287.055, Florida Statutes ("RFQ"); and

WHEREAS, Whidden Surveying and Mapping, Inc. (Consultant) submitted its qualifications in response to the RFQ; and

WHEREAS, Town and Consultant entered into a three-year Continuing Contract for Professional Surveying Services, effective January 17, 2023; and

WHEREAS, the term of the Contract was for an initial term of three (3) years with the option for two (2) additional one (1) year renewals; and

WHEREAS, the Town and Grantee desire to renew the Contract and extend the term of the Contract for one (1) year through January 17, 2027; and

WHEREAS, Town and Consultant agree to amend the Contract.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby approves the First Amendment of the Continuing Contract for Professional Services between the Town of

Loxahatchee Groves, Florida and Whidden Surveying and Mapping, (attached hereto as Exhibit 1) and authorizes the Mayor to execute the amendment on behalf of the Town.

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

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

[THIS PORTION INTENTIALLY LEFT BLANK.]

ATTEST:

_____
Valerie Oakes, Town Clerk

APPROVED AS TO LEGAL FORM:

_____
Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES, FLORIDA

_____ *Voted:*
Mayor Anita Kane, Seat 3

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

_____ *Voted:*
Councilmember Todd McLendon, Seat 1

_____ *Voted:*
Councilmember Lisa El-Ramey, Seat 2

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

FIRST AMENDMENT OF THE CONTINUING CONTRACT FOR PROFESSIONAL SERVICES BETWEEN TOWN OF LOXAHATCHEE GROVES, AND WHIDDEN SURVEYING AND MAPPING INC.

THIS FIRST AMENDMENT OF THE CONTINUING CONTRACT FOR PROFESSIONAL SERVICES BETWEEN TOWN OF LOXAHATCHEE GROVES, FLORIDA AND WHIDDEN SURVEYING AND MAPPING INC. (the "Amendment") is made and entered into this_____ day of January, 2026 by and between the Town of Loxahatchee Groves, Florida, a municipal corporation of the State of Florida ("Town") and Whidden Surveying and Mapping, Inc. a Florida corporation, authorized to conduct business in the State of Florida ("Consultant").

WITNESSETH:

WHEREAS, the Town issued Request for Qualifications (No. 2022-01) for "Professional Consulting Services on Continuing Contract Basis for Roadway, Stormwater, Drainage, and Water Quality Engineering Services, Traffic Engineering, Land Surveying, Development Review Services and Planning Services" in accordance with the Consultants Competitive Negotiations Act, section 287.055, Florida Statutes ("RFQ"); and

WHEREAS, the Consultant submitted its qualifications in response to the RFQ; and

WHEREAS, Town and Consultant entered into a three-year Continuing Contract for Professional Surveying Services, effective January 17, 2023, the "Contract", which is incorporated herein by reference; and

WHEREAS, the term of the Contract was for an initial term of three (3) years with the option for two (2) additional one (1) year renewals; and

WHEREAS, Town and Grantee desire to renew the Contract and extend the term of the Contract for one (1) year through January 17, 2027; and

WHEREAS, Town and Grantee agree to amend the Contract as set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Contract.

2. The Town and Consultant hereby renew and extend the Contract pursuant to Article 2- Term of Contract for one additional year through January 17, 2027.

3. The fee schedule for the renewal year is unchanged.

4. The following Articles are added to the Contract:

a. ARTICLE 21 - PROHIBITED PREFERENCES

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

b. ARTICLE 22- HUMAN TRAFFICKING

CONSULTANT, by signing this Amendment below, attests that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

c. ARTICLE 23 - NO LIEN RIGHTS

The CONSULTANT and any subconsultant utilized by the Consultant shall have no lien rights regarding any property owned by the Town or otherwise.

d. ARTICLE 24 - EXPORT ADMINISTRATION

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

e. ARTICLE 31 - CONTRACT DOCUMENTS AND CONFLICT OF TERMS AND CONDITIONS

The Contract Documents for this Agreement are compromised of the following:

A. This Agreement, including Exhibits hereto;
B. RFQ and CONSULTANT'S response to the RFQ Solicitation, Contract and Amendments hereto;
C. All written modifications and amendments.

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with industry standards. In the event of any inconsistency, conflict or ambiguity among the Contract Documents of this Agreement, the Contract Documents shall take precedence in the following order:

A. All written modifications and amendments hereto;
B. This contract, including Exhibits hereto;
C. RFQ and Consultants response to the RFQ.

5. Except as set forth herein, the Contract remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this First Amendment as of the day and year first written above.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

By: _____
Anita Kane, Mayor

ATTEST:

_____
Valerie Oakes, Town Clerk

Approved as to form and legal sufficiency:

_____
Office of the Town Attorney

WHIDDEN SURVEYING AND MAPPING INC.

By: _____

[Corporate Seal]

Print Name:
Title:

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this _____ day of _____, 20___ by _____, as _____, of Keshavarz & Associates, Inc., Florida corporation authorized to do business in the State of Florida, and __ who is personally known to me or __ who has produced _____ as identification.

NOTARY PUBLIC

_____
Signature of Notary Public

(SEAL)

_____
(Print Name)
My Commission Expires: _____
Commission No.: _____

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

AGENDA MEMO

Agenda Item #

TO: **Town Council of Town of Loxahatchee Groves**

FROM: **Craig Lower, Public Works Superintendent**

VIA: **Francine Ramaglia, Town Manager**

DATE: **January 6, 2026**

SUBJECT: **Change Order No. 1 – Catch Basins & Culverts - A Rd & Collecting Canal Rd**

Background:
Town Council approved Resolution No. 2025-45 authorizing Work Order No. 5 with Huurr Homes, LLC for the installation of catch basins and culverts on A Road and Collecting Canal Road. The original work order was approved in the amount of $105,413.90. The project is currently underway and progressing as planned.

Discussion:
During construction, staff identified the need to install traffic-bearing grates to ensure the long-term durability and safety of the roadway infrastructure. These upgraded grates are necessary due to vehicular loading conditions along A Road and Collecting Canal Road and are consistent with best practices for roadway drainage structures.

Change Order No. 1 increases the contract amount by $1,279.33 to provide the required traffic-bearing grates. This change does not modify the original scope of work beyond the grate upgrade and does not affect the project schedule or completion timeline. All other terms and conditions of the original agreement remain unchanged

Fiscal Impact:
The total cost increase associated with Change Order No. 1 is $1,279.33, bringing the revised work order total to $106,693.23. Funding for this change order is available within the approved budget for the project.

Recommendation:
Staff recommends that the Town Council approve Change Order No. 1 to Work Order No. 5 with Huurr Homes, LLC, in the amount of $1,279.33, for the installation of traffic-bearing grates as part of the A Road and Collecting Canal Road catch basin and culvert project.

CHANGE ORDER NO. 1 TO THE WORK ORDER APPROVED BY LOXAHATCHEE GROVES TOWN COUNCIL RESOLUTION 2025-45 FOR CATCH BASINS AND CULVERTS ON A ROAD AND COLLECTING CANAL ROAD

THIS CHANGE ORDER NO. 1 ("Change Order" hereafter) is made as of the _____ day of June, 2024, by and between the **Town of Loxahatchee Groves**, a municipal corporation organized and existing under the laws of the State of Florida, ("Town" hereafter), and **Huurr Homes, LLC,** a company authorized to do business in the State of Florida ("Contractor" hereafter).

RECITALS

WHEREAS, the Town and Contractor, pursuant to Loxahatchee Groves Town Council Resolution No. 2025-45, entered into an Agreement, based on Contractor's proposal for the installation of catch basins and culverts on A Road and Collecting Canal Road ("Contract"); and

WHEREAS, in accordance with the Agreement and Loxahatchee Groves Town Council Resolution 2025-45 and Work Order Number 5 work authorization for the installation of catch basins and culverts on A Road and Collecting Canal Road was approved at a cost of $105,413.90; and

WHEREAS, the Town and Contractor have agreed to a change order on that work authorization for the installation of catch basins and culverts on A Road and Collecting Canal Road, that is currently underway; and

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. Scope of Work; Price; Time for Completion. Pursuant to the work order, the Town and Contractor amend the work authorized by Resolution 2025-45 for the installation of catch basins and culverts on A Road and Collecting Canal Road, at a cost increase of $1,279.33 to provide traffic bearing grates. This change order does not alter the time for completion of the work,

3. Amendment. Except for the provisions of the work authorization specifically modified by this Change Order (and any future change orders), all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Town and Contractor have caused this Change Order to be executed the day and year shown above.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

By: _____
Francine Ramaglia, Town Manager

Huurr Homes, LLC

By: _____

Print Name:

Title:

Approved as to form and legal sufficiency:

_____
Office of the Town Attorney

Florida's Last Frontier
Town of
LOXAHATCHEE GROVES
155 F Road Loxahatchee Groves, FL 33470

TO: **Town Council**

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

DATE: **January 6, 2026**

SUBJECT: **Renaming Okeechobee Boulevard to Middle Road within the municipal boundaries of the Town of Loxahatchee Groves and Naming Loxahatchee Groves Park Road**

Section 05.080 – "Authority to name, rename, number, and renumber roads" of the Town's ULDC authorizes the Town Council to name or rename any road or thoroughfare within the Town Limits over which the Town has jurisdiction. Although Okeechobee Blvd. is a county road, it is within the jurisdiction of the Town of Loxahatchee Groves and subject to being renamed for the portion of the road that lies within the Town.

In reviewing the Town's records, although the Town has had this power since incorporation, the Town has never exercised the power or developed a process for naming or renaming streets outside of the acceptance of plats, where a plat may have created or renamed streets on the newly platted lands.

Pursuant to Town Council direction a resolution renaming Okeechobee Boulevard to Middle Road within the confines of the Town's municipal boundaries has been prepared. Prior to exercising the power, the Town Council may want to adopt a policy or procedure for the naming of streets. Such policy or procedure may include:

- Notification to property owners having property on the road to be renamed of the proposed change in the name which would affect their addresses.
- Notification to other governmental entities including:
  - Palm Beach County
  - United State Postal Service
  - Palm Beach County Sheriff's Office
  - Palm Beach County Fire Department
  - Village of Royal Palm Beach (or other adjacent municipalities
  - Palm Beach County Tax Collector
  - Palm Beach County Property Appraiser's Office
- From a process standpoint, if the Town Council wants to have prior notice of the proposed action, would the naming or renaming of a street or road be subject to a public hearing?

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

- Would the name or renaming of the road require a simple majority vote or super majority vote?
- Would there be any limitations on whether Council members who live or own property adjacent to or within a certain proximity of the road be able to vote on the subject matter? I do not see how a pecuniary benefit would or could arise in respect to naming or renaming of a road, so I do not believe there would be an ethical issue, but the Council may want to self-limit to avoid appearance of any impropriety.

Sample resolution, policies or procedures from other municipalities are attached for your consideration. The Village of Royal Palm Beach follows Palm Beach County's procedures for naming and renaming streets.

There is no requirement for the enactment of a policy or procedure before exercising the power. The draft resolution naming the road does contain post adoption notices to property owners and governmental entities of the change.

Lastly the question of whether the effective date is immediate or within a certain period of time, so affected parties can make the change is a question. As drafted, the resolution would take place immediately, but the implementation of the name change would not occur until 30 days following the passage of the resolution.

Subsequent to this Middle Road issue having been placed on your December 16, 2025 meeting agenda, the County Parks Department requested the access road to the park be named Loxahatchee Groves Park Road. This request is detailed in a memo from the Community Standards Director. The request presents a slightly different situation, although the power to name the road is from the same source as the Council's authority to rename that portion of Okeechobee Boulevard within the Town's jurisdictional limits. The differences arise in the fact that one owner of the property encompasses the entirety of the roadway, the owner is a government entity and has made the request, there are no properties other than the park affected by the address change, so the issue of notice to affected parties is lessened. A resolution has been prepared for Council's consideration naming the Loxahatchee Groves Park Road.

Recommendation – Consideration and direction with respect to Resolution 2026-01 renaming a portion of Okeechobee Boulevard to Middle Road within the municipal limits of the Town of Loxahatchee Groves and Resolution 2026-02 naming the access road to Loxahatchee Groves Park "Loxahatchee Groves Park Road" at the request of the County Parks Department.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2026-01

A RESOLUTION OF THE TOWN OF LOXAHATCHEE GROVES RENAMING "OKEECHOBEE BOULEVARD" TO "MIDDLE ROAD" WITHIN THE TOWN LIMITS OF LOXAHATCHEE GROVES IN PALM BEACH COUNTY, FLORIDA; PROVIDING FOR TRANSMITTAL; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves, Florida (the "Town"), is authorized pursuant to its municipal powers to name and rename streets within its jurisdiction; and

WHEREAS, the Town desires rename "Okeechobee Boulevard", located within the Town of Loxahatchee Groves, Palm Beach County, Florida, to "Middle Road" and

WHEREAS, the Town Council finds that renaming Okeechobee Blvd to Middle Road serves a public interest and promotes the historical, cultural, or commemorative value for the Town and its residents; and

WHEREAS, the Town will coordinate with Palm Beach County 911 addressing and mapping authorities, utility providers, and emergency services to ensure a smooth transition and avoid duplication or confusion.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby authorizes renaming the street currently known as Okeechobee Boulevard, within the Town of Loxahatchee Groves, is hereby officially renamed to "Middle Road."

Section 3. The Town Manager is authorized to take such actions as are necessary to implement this Resolution.

Section 4. The Town Staff shall notify property owners, Palm Beach County Property Appraiser, Palm Beach County Fire Rescue, Palm Beach County Sheriff's Office, utility providers and United State Postal Service.

Section 5. The road name changes will be effective 30 days from the effective date of the Resolution shall become effective immediately upon its passage and adoption.

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

	Aye	Nay	Absent
ANITA KANE, MAYOR	□	□	□
MARGARET HERZOG, VICE MAYOR	□	□	□
TODD MCLENDON, COUNCILMEMBER	□	□	□
LISA EL-RAMEY COUNCILMEMBER	□	□	□
PAUL COLEMAN, COUNCILMEMBER	□	□	□

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS __DAY OF DECEMBER, 2025.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

_____
Mayor Anita Kane

ATTEST:

_____
Valerie Oakes, Town Clerk

_____
Vice Mayor Marge Herzog

_____
Councilmember Todd McLendon

APPROVED AS TO LEGAL FORM:

_____
Office of the Town Attorney

_____
Councilmember Lisa El-Ramey

_____
Councilmember Paul Coleman

RESOLUTION NO. R 2019- 0789

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY CREATING THE OFFICIAL PROCEDURE FOR HOUSE NUMBERING AND STREET NAMING IN PALM BEACH COUNTY; CREATING THE UNIFORM ADDRESSING SYSTEM AND REPEALING RESOLUTIONS R-74-183 AND R-91-1145.

WHEREAS, there is a need for uniformity in building numbers and street names in Palm Beach County; and

WHEREAS, Palm Beach County recognizes that readily locating and finding the proper location is vital to providing police, fire or medical emergency services; and

WHEREAS, a uniform system of street naming and numbering would facilitate and enhance the smooth operation of a Uniform Address System; and

WHEREAS, Palm Beach County recognizes that duplication and similarity of street names adds to confusion and delay in emergency response; and

WHEREAS, Palm Beach County is continuing to grow and develop with homes, streets, and buildings; and

WHEREAS, the Board of County Commissioners of Palm Beach County has determined that it is in the best interest of the public health, safety and well-being of the citizens of Palm Beach County to utilize and enforce a uniform street naming and numbering system, so that every building in Palm Beach County will have a uniquely numbered address; and

WHEREAS, the Board of County Commissioners of Palm Beach County now desires to replace the current language of County Resolution R-74-183 as amended by R-91-1145, and set forth new language to meet the growing needs of Palm Beach County,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, as follows:

Part 1. Resolution R-74-183, "OFFICIAL PROCEDURE FOR HOUSE NUMBERING AND STREET NAMING IN PALM BEACH COUNTY" as amended by Resolution R-91-1145 is hereby repealed.

Part 2. The "Uniform Addressing System," is hereby adopted as follows:

UNIFORM ADDRESSING SYSTEM

Section 1.1 Purpose of Uniform Addressing System

(a) This Section is adopted for the purpose of providing a Uniform Addressing System for the assignment of street names and address numbers to buildings and structures located on or with access from officially named public and private streets in Palm Beach County, Florida. Streets named and numbered prior to the adoption of this Section which do not conform to the standards set forth first in the Section will not be changed except when the Planning, Zoning and Building Department Addressing Section receives documented notification from the Emergency Communications/E 9-1-1 Division, The Sheriff's Office, Public Safety, Fire/Rescue, the Post Office or any other government agency that advise they are unable to locate said address for reasons such as, but not limited to: an address out of sequence, odd or even number on wrong side of street, numbers improperly affixed, illegible, unclear, obstructed, not visible, unapproved numbers, unapproved street signs, street names that are duplicates or sound alike, street suffixes that do not properly describe the thoroughfare as built, and subdivisions, apartments, shopping centers, mobile home parks, condominium, warehouses, commercial office buildings, single family residences, duplexes, or other communities of buildings whose names are similar to existing names or when Emergency Service Providers believe any normal response time is impaired or may be impaired due to a conflict in the street naming or numbering.

(b) When the Addressing Section obtains or is presented with proper documentation relating to a discrepancy that could cause a delay or interfere with providing emergency assistance, the Addressing Section will notify the property owner/occupant, as applicable, of the discrepancy and of actions the property owner/occupant must take to come into compliance. Said notice shall be delivered to the owner/occupant by one of the following:

1. Electronic mail
2. US mail
3. Hand delivery

Section 1.2 Definitions

For the purpose of the Uniform Addressing System, the following terms, phrases, words and their derivations shall have the meaning given herein, unless the context clearly indicates otherwise:

(a) Accessory Building: A building that is clearly incidental or subordinate to and customarily utilized adjacent to and in connection with a principal building located on the same property.

(b) Address: Consists of an identifying number, street name, and street designator for the purpose of identifying a specific geographic location.

(c) Building Front: The main egress (e.g., entrance or access) of the building where numbers properly posted would be visible from a public or private street to which the building is numbered. When a building is constructed on a corner lot, the building front shall be that area of the building that is the main public egress. By way of example, if a building is on the corner of street 'A' and street 'B', and architecturally appears to be fronting street 'A', but the side of the building that has the primary entrance or access faces street 'B', then the building will be addressed to street 'B'. The front of the building for addressing purposes will be determined by the Addressing Section.

(d) Egress: Generally, ingress and egress mean going in and going out.

(e) Non-conformance: Any failure to comply with the provisions of this Section including, but not limited to, by way of example: an address out of sequence, odd or even number on wrong side of street, numbers improperly affixed, illegible, unclear, obstructed, not visible, unapproved numbers, street names that are duplicates or sound alike, street suffixes that do not properly describe the thoroughfare as built, and subdivisions, apartments, shopping centers, mobile home parks, condominiums, warehouses, commercial office buildings, single family residences, duplexes, or other communities of buildings whose names are similar to existing names.

(f) Occupant: Any person, firm, entity, partnership, trust, corporation, associations, or other organizations, that is occupying or leasing a structure or other property.

(g) Owner: Any and all persons, firms, entities, partnerships, trusts, corporations, associations, or other organizations, which own the fee title to, or have an undivided interest in, any building or property which is subject to the provisions of this Section.

(h) Palm Beach County Emergency Management and Palm Beach County Sheriff's Office: The office designated by the County Administrator to design and manage an emergency response system which promotes the expeditious response of police, fire, medical, and other services.

(i) Principal Building: Any structure which is designed, built or used for the support, enclosure, shelter, or protection of persons, animals, belongings or property of any kind for any residential, commercial, or industrial purpose.

(j) Public Way: Any area of a right-of-way, either paved or unpaved, that has been dedicated to Palm Beach County for use as a street for vehicular traffic by Palm Beach County, excluding, service entrances or driveways.

(k) Private Way: Any street, road, avenue, drive, cul-de-sac or other thoroughfare used for vehicular traffic and any easement that provides sole access to more than one parcel or lot which is not included in the definition of "public way" and which is not maintained by Palm Beach County. This term shall include, but is not limited to, roadways or driveways in mobile home parks, apartments, condominiums, commercial or industrial complexes.

(l) Range, Township, Section Grid System: A rectangular grid system maintained by Palm Beach County Property Appraiser (GIS) consisting of a series of designated North/South parallel lines intersecting a second set of East/West parallel lines, used to survey and spatially identify land parcels.

(m) Street Designator: The suffix following the street name that describes the street layout will follow the United States Postal Standards.

(n) Street Name: A unique name that identifies a street exclusive of the street designator/suffix.

(o) Uniform Addressing System: A system by which existing buildings, groups of buildings, units within buildings, and lots and parcels projected for future buildings are assigned addresses in a coordinated and uniform method based upon a designated numbering grid system found in the Palm Beach County Uniform Address System.

(p) Vanity Street names: Street names that do not meet Section 1.5 Standards for Naming Street.

Section 1.3 Administration of the Uniform Addressing System

(a) The Palm Beach County Planning, Zoning and Building/Administration Addressing Section shall be responsible for coordinating and maintaining the addressing system established by this resolution. Said Section shall assign numbers and approve street names and designations in conformity with the sections following. Charges for such assignments shall be made in accordance with the fee schedule duly adopted by resolution of the Board of County

(b) Assignment by the Addressing Section of a number to a lot or parcel on which a building will be constructed shall be a condition precedent to the issuance of a Building Permit for any such building.

(c) The Addressing Section shall record and maintain records of all street names and numbers under this Section which have been assigned pursuant to this Resolution and shall monitor same to insure that duplicate street names and numbers are prevented.

(d) When site plans include construction of new streets (either private or public), all proposed street names shall be noted on the site plan and submitted to the Addressing Section for review and reservation to conform to the standards as listed in Section 1.5.

Section 1.4 Building and Unit Numbering

All residential and commercial buildings, principal and accessory in unincorporated Palm Beach County; shall be issued an address by the Addressing Section, and shall post that address on or about their property in accordance with the following guidelines:

(a) All addresses shall contain whole numbers only. Alpha/numeric and fractional addresses shall not be permitted. Addresses shall be assigned by the Addressing Section and shall be posted in accordance to Article 8.F.10 of the Unified Land Development Code:

(b) Subdivisions and condominiums will be issued addresses, in a reasonable time, after the plat is officially recorded and verified by the Clerk of Courts. Developers of commercial sites with multiple occupants or similar residential projects (apartments or condominiums) shall be required to coordinate building addresses prior to issuance of any building permits.

(c) The Addressing Section shall have the authority to deviate from these standards as necessary to ensure the safety of the general public.

(d) Addresses will not be issued to vacant land unless a permit for improvement has been applied for. See 1.4(g).

(e) Legal access must be established and an easement agreement must be recorded and filed with the Clerk of Courts before an address can be issued to a parcel of land otherwise considered land locked. Access easements typically do not require a name unless there is more than 1 structure that requires an address and is far from an arterial road.

(f) Only official addresses assigned by Palm Beach County Addressing Section are to be used.

(g) Building permits and other approvals prior to platting will be in accordance with the Palm Beach County Unified Land Development Code (Article 11.A.4.B.2)

(h) If a temporary address must be issued prior to recording and verification of the Plat by the Clerk of Courts and it is not listed in the Unified Land Development Code (Article 11.A.4.B.2), a hold will be placed on the final inspection and/or a Conditional Certificate of Occupancy/Completion will be placed on the subject address and additional fees will apply.

Section 1.5 Standards for Naming Streets

(a) There shall be no duplication of street names. The street name does not duplicate in whole or in substantial portion the name of an existing street.

(b) There shall be no numbers used as street names e.g., First Street.

(c) There shall be no punctuation in street names, e.g., O'Brien, Willow-the-Wisp.

(d) It is not permissible to differentiate the same name by a suffix such as street or avenue, e.g., Washington Street and Washington Avenue.

(e) The street name shall not create confusion.

(f) Street names that "sound alike" such as Peach and Beach and Lynwood and Linwood and Pinetree and Pine Tree shall not be permitted.

(g) A street running continuously in one direction will have one name only throughout its length, an exception can be made at the discretion of the Planning, Zoning and Building Department Addressing Section, when the street crosses a main thoroughfare.

(h) No street shall be named for a person, living or dead.

(i) There will be no abbreviated street names, e.g., JFK Drive.

(j) Street names containing an ampersand (&) or any other symbol shall not be permitted. The word "and" will be used in place of the ampersand symbol, e.g., Seek and Find Lane.

(k) The use of pre or post directions in a street name shall not be permitted, e.g. East Bay Drive or North Palm Road.

(l) Street names shall not contain double suffixes, e.g. Pine Place Way or Beach Run Road.

(m) Street names are not official until the plat is recorded and verified by the Clerk of Courts.

Section 1.6 Private Street Naming

The following regulations are established for the mandatory naming of private streets providing access to multiple residences or commercial buildings. Private streets shall be required to be named under the following conditions:

(a) If an easement (singular or multiple) is accessed from a public street or another private easement and occupied by two or more structures it constitutes a private street.

(b) Private street names will comply with standards set forth in Section 1.5.

(c) A street sign is required on all private streets. Palm Beach County's Traffic Section of Engineering & Public Works Department will erect the sign with the approved name after approval from the Addressing Section.

(d) Non-conforming signs are subject to removal.

(e) When property owners fail to respond to or participate in the street naming procedure, the Addressing Section, after due notice and minimum of thirty (30) days, shall provide a name for the subject street without recourse to the property owners.

Section 1.7 Vanity Street Name Change

Street name changes which do not meet the criteria in Section 1.5 are considered "vanity street names" and are permitted only under the following limited circumstances:

(a) All requests to rename a street will be submitted in writing to the Addressing Section. The following must be completed:

1. A letter requesting street name change and a signed affidavit from the property OWNER.
2. A petition signed by all of the property owners abutting the street requesting the change.
3. Receipt of payment, established by the Board of County Commissioners.

(b) The request is made to and processed by the Planning, Zoning and Building Department Addressing Section.

(c) The proposed street name shall meet the criteria of Sections 1.5 and 1.6 of this Resolution.

(d) If the request is initiated by the County, the property owners abutting the street will be notified by the Addressing Section of the street name change.

(e) The following additional steps are required:

1. An agenda item and resolution for adoption will be prepared and presented to the Board of County Commissioners at their regularly scheduled meeting.
2. The Board of County Commissioners shall grant or deny the renaming request within its sound discretion, after recommendation by the Addressing Section.

(f) Upon approval by the Board of County Commissioners, all concerned parties will be notified of the street name change.

(g) Upon approval by the Board of County Commissioners of a street name change, the street name shall not be changed again for ten (10) years, unless the Board of County Commissioners find that a threat to the health, safety or welfare of the residents exists.

(h) The Board of County Commissioners shall have authority to change the name of any street within the unincorporated limits of Palm Beach County, whenever the health, safety, or welfare of the residents of Palm Beach County shall so require.

(i) Once a street name has been changed, the original street name cannot be used for 10 years thereafter. It can only be used again after the 10 years if it meets the current Street Name Criteria.

(j) The resolution and affidavit must be filed with the Clerk of Court. If property is platted, the changes shall be noted by the Clerk of Court in the margin of the recorded plat, per Florida Statute 177.141.

Section. 1.8 Changing the Name of a Street

Standard street name changes shall be permitted only under the following circumstances:

(a) In response to a Board of County Commissioner's directive, or

(b) To eliminate duplication or confusion in street names

Section 1.9 Posting Street Signs

(a) Signage shall be provided and maintained by the Palm Beach County Traffic Division.

(b) Should the owner(s) of the street signs, whether individuals or associations, elect to maintain signage they must comply with Palm Beach County standards.

Section 1.10 Methodology to Assign Address

1. An Addressing Overlay (Grid System) was created that has a base line running from the Atlantic Ocean West to the County Line. The Atlantic Ocean will start at zero and increases heading West (maximum number west is 52,000). Every mile from the Atlantic Ocean increase the building address by 1,000.
2. The North/South base line starts with Southern Boulevard at zero. Every mile North or South from Southern Boulevard increases the building address by 1,000.
3. In the case of streets originating in such a manner as to not fall clearly into a north-south or east-west category, the determination will be made at the discretion of the Addressing Section of the Planning, Zoning and Building Department, taking into account the general trend of the street in question.
4. Curvilinear streets shall be named on the same basis as other streets and shall carry the same name through their entire length.
5. Main thoroughfare streets crossing Southern Blvd. shall have north and south added to their names accordingly.
6. Suffixes shall be limited in use as follows. The suffixes avenue and boulevard shall be reserved for arterials. The suffixes street, road and drive shall be reserved for collectors and locals.
7. The suffixes way, place, lane, court, and terrace shall be reserved for minor streets, cul de sacs, etc.

Section 1.11 Enforcement

When an addressing issue is discovered, the Addressing section will try to contact the property owner. If no contact, the Addressing section will refer to Code Enforcement.

Part 3. Codification

It is the intention of the Board of County Commissioners that the provisions of this resolution shall become the Uniform Addressing System. The word "Resolution" may be changed to section, article, or other appropriate word or phrase and the sections of this Resolution may be assigned new numbering or lettering to accomplish such intention.

Part 4. Severability

If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Resolution.

Part 5. Savings Clause

Notwithstanding anything to the contrary, all provisions of Palm Beach County Resolution R-74-183 as amended by R-91-1145 are specifically preserved and remain in full force and effect for the limited purpose of enforcing any alleged violations of said resolutions which occurred prior to their repeal and replacement.

Part 6. Applicability

This resolution is applicable within the unincorporated area of Palm Beach County, Florida.

Attachment # 2

MAR 12 1974

RESOLUTION NO. R-74- 183

RESOLUTION ADOPTING THE OFFICIAL PROCEDURE FOR HOUSE NUMBERING AND STREET NAMING IN PALM BEACH COUNTY

WHEREAS, Section 125.01, Florida Statutes, authorizes the Board of County Commissioners of Palm Beach County, Florida, to establish, co-ordinate and enforce zoning and business regulations as are necessary for the protection of the public; and,

WHEREAS, Chapter 163.160, Part II, Florida Statutes, and Chapter 70-863, Laws of Florida, Special Acts of 1970, authorize and empower the Board of County Commissioners of Palm Beach County, Florida, to control the development of the County through planning, zoning and subdivision regulations, the reservation of mapped street locations for future public acquisition, and the regulation of building on the land reserved for such mapped streets; and,

WHEREAS, Section 125.01, Florida Statutes, declares zoning to be a County purpose and provides that the Board of County Commissioners may adopt ordinances and resolutions as may be necessary to exercise their powers, provide for enforcement and for the levying of fines and penalties for the violations of ordinances in accordance with law; and,

WHEREAS, the Palm Beach County Planning Commission renders advisory recommendations to the Board of County Commissioners of Palm Beach County sitting as the governing body in matters pertaining to the legislative charges under the aforesaid Florida Statutes pursuant to Palm Beach County Ordinance No. 73-2 designated as the Zoning Code of Palm Beach County, Florida, Section 402; and,

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WHEREAS, the Palm Beach County Planning Commission has decided that previous methodology for the official numbering of residential dwelling units and official naming of roads, streets, thoroughfares and the like has not been determined by a well defined administrative procedure; and,

WHEREAS, on the 14th day of February, 1974, at its regular session the Palm Beach County Planning Commission did pass Resolution No. PCR-74-1 recommending adoption of an official procedure for house numbering and street naming in Palm Beach County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that the foregoing recitals are hereby reaffirmed and that the Procedure for House Numbering and Street Naming in Palm Beach County, attached hereto and made a part hereof, is hereby adopted.

The foregoing resolution was offered by Commissioner Weaver, who moved its adoption. The motion was seconded by Commissioner Lytal, and upon being put to a vote, the vote was as follows:

ROBERT F. CULPEPPER	Aye
E. W. WEAVER	Aye
LAKE LYTAL	Aye
ROBERT C. JOHNSON	Aye
GEORGE V. WARREN	Aye

The Chairman thereupon declared the resolution duly passed and adopted this 12th day of March, 1974.

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS

JOHN B. DUNKLE, Clerk

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Michael B. Small
County Attorney

29 18

MAR 12 1974

RESOLUTION NO. PCR-74-1

PALM BEACH COUNTY PLANNING COMMISSION
RECOMMENDING ADOPTION OF THE OFFICIAL PROCEDURE
FOR HOUSE NUMBERING AND STREET NAMING
IN PALM BEACH COUNTY TO THE
BOARD OF COUNTY COMMISSIONERS

WHEREAS, Section 125.01, Florida Statutes, authorizes the Board of County Commissioners of Palm Beach County, Florida, to establish, coordinate and enforce zoning and business regulations as are necessary for the protection of the public; and

WHEREAS, Chapter 163.160, Part II, Florida Statues, and Chapter 70-863, Laws of Florida, Special Acts of 1970 authorize and empower the Board of County Commissioners of Palm Beach County, Florida, to control the development of the County through planning, zoning, subdivision regulations, the reservation of mapped street locations for future public acquisition, and the regulation of building on the land reserved for such mapped streets; and

WHEREAS, Section 125.01, Florida Statutes, declares zoning to be a County purpose and provides that the Board of County Commissioners may adopt ordinances and resolutions as may be necessary to exercise their powers, provide for enforcement and for the levying of fines and penalties for the violations of ordinances in accordance with law; and

WHEREAS, the Palm Beach County Planning Commission renders advisory recommendations to the Board of County Commissioners of Palm Beach County sitting as the governing body in matters pertaining to the legislative charges under the aforesaid Florida Statutes pursuant to Palm Beach County Ordinance

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No. 73-2 designated as the Zoning Code of Palm Beach County, Florida, Section 402; and

WHEREAS, the Palm Beach County Planning Commission has decided that previous methodology for the official numbering of residential dwelling units and official naming of roads, streets, thoroughfares and the like has not been determined by a well defined administrative procedure.

NOW, THEREFORE, BE IT RESOLVED BY THE PALM BEACH COUNTY PLANNING COMMISSION in session this 14th day of February, 1974, that the foregoing recitals are hereby reaffirmed and that this Resolution be forwarded to the Board of County Commissioners of Palm Beach County, Florida, for their consideration and approval.

BE IT FURTHER RESOLVED that a copy of the House Numbering and Street Naming procedure be attached hereto and made a part of this official recommendation.

Chairman

Vice Chairman

As and constituting the Palm Beach County Planning Commission.

Attest:

Recording Secretary

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-2-

MAR 12 1974

Procedure for House Numbering and Street Naming
in Palm Beach County

The following systems shall be applied to the numbering of houses and naming of streets within the unincorporated areas of Palm Beach County:

A. The system of assigning house numbers. Southern Boulevard shall be the point of origin for the assignment of North-South numbers. Each tier of sections shall be numbered consecutively and shall run north from Southern Boulevard to the Martin County line, and shall run south from Southern Boulevard to the Broward County line. Numbers assigned on East-West thoroughfares shall run west from the Atlantic Ocean to the Hendry County line. Each section shall contain 1,000 potential house numbers running North-South and 1,000 potential numbers running East-West. This procedure provides the first digit of the house number, based on the location of the section within the grid pattern of ranges and townships existing in the County.

The remaining components shall be determined based on the number of square feet contained in the section, whether on a North-South or an East-West trajectory. The number of square feet in the section shall be divided by 1,000

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to determine the spacing between individual house numbers.

On an East-West street the numbers on the north side shall be odd and the numbers on the south side shall be even. On a North-South street the numbers on the west side shall be odd and the numbers on the east side shall be even.

In the case of a hiatus, the area in question will be considered as a continuation of the adjacent section bearing the lowest thousand enumeration.

In the case of streets originating in such a manner as to not fall clearly into a North-South or East-West trajectory the designation will be made by the Planning, Zoning and Building Department, based upon the general course of the street in question.

In order to obtain numbers on a curvilinear street a point of origin shall be assumed and a number will be determined for that point using the above described method. Using that number as a key, all numbers on the street shall be determined using a linear measurement along

29 22

MAR 12 1974

the right-of-way from the point of origin to the center of the lot (Lot "C" and Dimension "C" in the figure). That distance will then be divided by the constant of square miles ÷ 1000 to obtain the individual number.

The point of origin for a curvilinear street shall be considered to be the intersection of the right-of-way of the North-South or East-West street. In the case of a curvilinear street with two or more possible origins, the origin may be designated by the developer or agency responsible for the placement of the street. If the origin is not so designated the origin will be designated at the discretion of the Planning, Zoning and Building Department.

B. Assignment of street names. These shall be issued per the request of the developer of the street except in the case of section line roads which will be given a number corresponding to the section adjacent to it, having the higher thousand number. Proposed streets which are in alignment with other existing named streets shall bear the name of the existing street. All street names shall have a suffix and in no case, except as indicated in the

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preceding sentence, shall the name of the proposed street duplicate or be phonetically similar to existing street names regardless of the use of the suffix - street, avenue, boulevard, drive, place, court, etc.

Curvilinear streets shall be named on the same basis as other streets and shall carry the same name through their entire length.

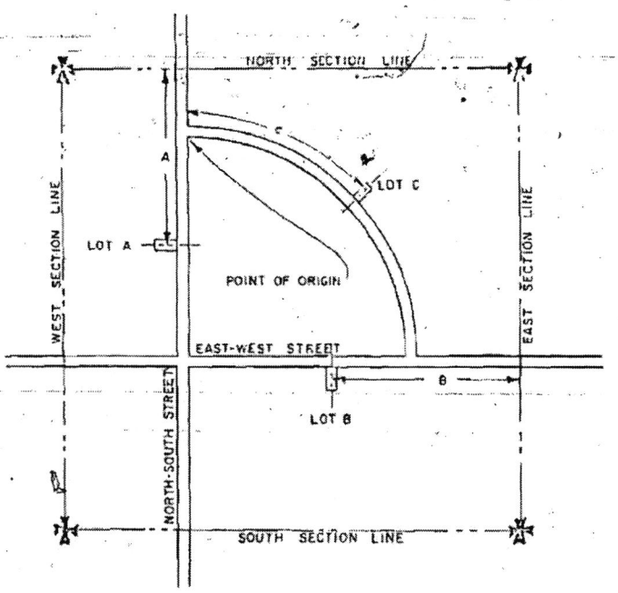
Streets crossing Southern Boulevard shall have north and south added to their names accordingly.

Suffixes shall be limited in use as follows: the suffixes avenue and boulevard shall be reserved for arterials. The suffixes street, road and drive shall be reserved for collectors and local streets.

The suffixes way, place, lane, court and terrace shall be reserved for minor streets, cul de sacs, etc.

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As an example of a lot number determination on a linear street, use lot A. Assuming that the section involved is 22 in Township 44 South, Range 42 East, and assuming this section contains 5280 square feet, the section falls in the fourth tier of sections south of Southern Boulevard. This identifies the first digit of the house number as "4". It is further assumed that dimension A is 1950 ft. Dividing 1950 by the constant of 5.28 identifies the remaining three digits -369. The house number is therefore 4369.

As an example of a lot number determination on a curvilinear street, use lot C. The point of origin is assumed to be number 4200 on the North-South street. Dimension C is 2500 feet. Dividing 2500 by the constant of 5.28 identifies the remaining three digits -473. The house number is therefore 4673.

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RESOLUTION NO. R-91- 1145

RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 74-183 PERTAINING TO ADDRESSING AND STREET NAMING, TO ADD PROVISIONS FOR VANITY ADDRESSING AND STREET NAMES

WHEREAS, RESOLUTION NO. 74-183 establishes administrative procedures for the official numbering of residential dwelling units and official naming of roads pursuant to authority vested by Chapter 163.160 and Section 125.01, Florida Statutes; and

WHEREAS, procedures should be officially established for commercial properties; and

WHEREAS, the Palm Beach County Board of County Commissioners acknowledges that, due to other overriding County goals, it may be appropriate to deviate from established addressing procedures under certain circumstances for prominent commercial entities.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, that the procedures for street numbering and naming, presently specified in Resolution No. 74-183, are hereby amended and supplemented as follows:

Section 1. Vanity Street Name Changes

A. Standard street name changes shall conform to the standards and requirements for naming streets as set forth in Resolution No. 74-183 and shall be permitted only under the following circumstances:

1. In response to a Board of County Commissioners' directive, or
2. To eliminate duplication or confusion in street names, or
3. To reduce confusion in addressing.

B. Name changes which do not meet the criteria above are considered "vanity street names" for the purposes herein and are permitted only under the following limited circumstances:

1. The desired name will not create confusion; and
2. The desired name does not duplicate in whole or in substantial portion, the name of an existing street; and
3. All property owners abutting the road have signed a petition requesting the change and a completed application has been submitted to the Planning, Zoning and Building Department; and
4. The established fee has been paid; and
5. The entire contiguous street must be renamed; and
6. The Board of County Commissioners has approved the request.

R91 1145D

Section 2. Vanity Street Numbering/Addressing

A. Street numbering and addressing for commercial and residential properties, shall be based on the County's grid system as described in Resolution No. 74-183.

B. Requested addresses which do not adhere to the County's grid system are considered "vanity addresses" for the purposes herein, are prohibited for residential uses and shall not be permitted for non-residential uses except under the following circumstances:

1. The entity requesting the "vanity address" is a prominent commercial entity and has a location which is widely recognized in the community; and

2. The requested number is not out of sequence with any existing numbers on the same street. (For example, the number 100 would not be permitted on a lot which is located between two existing lots with the addresses #500 and #550); and

3. Emergency Medical Services and the Post office would be able to locate the property; and

4. An individual with the assistance of a generally distributed local street map would be able to locate the property without undue difficulty; and

5. The requested address does not duplicate an existing address on the same street; and

6. The requested address would, in no way, be injurious to or infringe upon the existing rights of any other commercial entity in the County; and

7. The requestor has submitted an affidavit which acknowledges that the requested address may result in delays in mail delivery and service provisions; and

8. The established fee has been paid and the requestor has submitted a complete application to the Planning, Zoning and Building Department; and

9. The Board of County Commissioners has approved the request and has made a finding that the address request is related to a County goal, such as economic development, which takes precedence over the goal of maintaining the County's grid system.

R91 11450

The foregoing Resolution was offered by Commissioner McCarty, who moved its adoption. The motion was seconded by Commissioner Foster, and upon being put to a vote, the vote was as follows:

KAREN T. MARCUS, CHAIR	-	Aye
CAROLE PHILLIPS, VICE-CHAIR	-	Aye
CAROL A. ROBERTS	-	Aye
CAROL J. ELMQUIST	-	Aye
MARY McCARTY	-	Aye
KEN L, FOSTER	-	Aye
MAUDE FORD LEE	-	Aye

The Chairman thereupon declared the Resolution duly passed and adopted this 27th day of August, 1991.

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

JOHN B. DUNKLE, CLERK

By: Carl Zettelmayer
(Deputy Clerk)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

County Attorney

R91 1145D

STANDARD STREET NAME CHANGES or VANITY STREET NAME CHANGES

PALM BEACH COUNTY

In accordance with Board of County Commissioners adopted resolutions and policies, all standard street name changes shall conform to the standards and requirements for naming streets as set forth in Resolution No. 74-183 and amended in Resolution No. 91-1145 and shall be permitted only under the following circumstances:

1. In response to a Board of County Commissioners' directive, or
2. To eliminate duplication or confusion in street names, or
3. To reduce confusion in addressing.

Name changes which do not meet the criteria above are considered "Vanity Street Names" for the purpose herein and are permitted only under the following limited circumstances:

1. The desired name will not create confusion; and
2. The desired name does not duplicate in whole or in substantial portion, the name of an existing street; and
3. All property owners abutting the road have signed a petition requesting the change and a completed application has been submitted to the Planning, Zoning, and Building Department; and
4. The established fee has been paid; and
5. The entire contiguous street must be renamed; and
6. The Board of County Commissioners has approved the request.

If an applicant for a change feels that these conditions can be met, a request for change should be made in letterform to the Addressing Section of Palm Beach County, Planning, Zoning, and Building. Said request should include (1) a clear statement of reasons for the requested change, (2) a precise location of the street being requested for consideration; and (3) a proposed name or names for the street.

If the Division determines that (1) the street in question does have sufficient reason for change; and (2) that the proposed new name meets criteria for street naming under current regulations, the applicant will be notified and authorized to proceed.

The Division will provide the applicant with an acceptable form of petition and

affidavit as required by the board. The applicant must independently acquire a Property Appraiser Map of the area and show on it, the names of all property owners abutting the street under consideration. Then the applicant must (1) have the petition signed by all abutting property owners; and (2) execute the affidavit of completeness; and (3) submit the package to the Addressing Section of Planning, Zoning, and Building.

If the Division finds the application accurate and complete, it will schedule all necessary steps to place a Resolution for name change on the agenda of the Board of County Commissioners. If approved by the Board, the Division will change official Planning, Zoning, and Building records and notify all appropriate agencies of the approved change.

PETITION TO CHANGE STREET NAME

We hereby petition the Board of County Commission for a change of street name _____ in the area from _____ to _____. We further request that the new name be _____.

_____ Name	_____ Name
_____ Address	_____ Address
_____ Telephone #	_____ Telephone #
_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Address	_____ Address
_____ Telephone #	_____ Telephone #
_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Address	_____ Address
_____ Telephone #	_____ Telephone #
_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Address	_____ Address
_____ Telephone #	_____ Telephone #
_____ Signature	_____ Signature

AFFIDAVIT

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

BEFORE ME THIS DAY PERSONALLY APPEARED _____

_____, WHO BEING DULY SWORN, DEPOSES AND SAYS:

That the accompanying property owners list is, to the best of his knowledge, a complete and accurate list of all property owners, mailing addresses, and legal descriptions as recorded in the latest official tax rolls in the County Courthouse for all properties abutting the street listed below. That all property owners whose property abuts the street listed below have agreed on the proposed street name and have signed a petition to this effect.

FURTHER AFFIANT SAYETH NO.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____ A.D.,

20_____.

_____
Notary Public
State of Florida at Large

My commission expires _____.

THE VILLAGE OF WELLINGTON

A GREAT HOMETOWN

Village of Wellington
Planning, Zoning & Building Department

Subject:	Honorary Street Co-Naming Policy		
Policy Number:	VW-A-030		
Issue Date:	**July 11, 2023**	**Revised Date:**	**N/A**
Effective Date:	**August 1, 2023**		

I. Purpose

The purpose of the Honorary Street Co-Naming Policy is to outline the procedures for co-naming in honor of individuals or organizations within the Village of Wellington (Village).

II. Authority

The Village Council shall have the authority to initiate and approve the co-naming of streets within the Village.

III. Policy

The Village has determined that it is in the best interest of the health, safety and well-being of the residents of Wellington to allow for the co-naming of streets by the Village Council to honor individuals or organizations for their contributions to the community.

IV. Procedure

Streets located within the Village will be considered for co-naming in honor of individuals or organizations subject to the following criteria:

- Only the Village Council may initiate and approve the co-naming of streets within Wellington.
- All streets approved for co-naming shall be approved by Resolution.
- The co-naming for a street will be for the length of the street within the Village and should be limited to collector or arterial streets.
- The following are guidelines for the co-naming consideration:
    - Prospective honorees should have a minimum of ten (10) years community involvement and should have demonstrated an extraordinary and consistent voluntary commitment and dedication

to the community, or who have contributed significantly to Wellington.

- Individual prospective honorees must be deceased for at least one (1) year prior to consideration. Exceptions may be made, however, for individuals who die under infamous circumstances of crime, accident, disease, social circumstance, military service or the like, or if the death itself leads to a greater awareness within society of the cause of death and a concerted effort to address that problem.

Submitted by:	Tim Stillings	
Title:	Director Planning, Zoning & Building	
Reviewed by:	Ed De La Vega	
Title:	Assistant Village Manager	
Reviewed by:	Tanya Quickel	
Title:	Deputy Village Manager	
Approved by:	Jim Barnes	
Title:	Village Manager	

RESOLUTION NO. R2007-145

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA ADOPTING A POLICY FOR THE RENAMING OF STREETS WITHIN THE VILLAGE OF WELLINGTON; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council recognizes that residents may desire to change the name of an existing street; and

WHEREAS, the Village discourages the changing of street names, which may affect existing addresses, due to the inconvenience associated with the name change in regard to the Post Office, 911 services, etc. and

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON that:

Section 1. The Village Council of the Village of Wellington hereby adopts the "Street Renaming" and Policy for Street Renaming within the Village of Wellington, Florida", dated October 9, 2007, a copy of which is attached hereto and made a part hereof.

Section 2. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 9th day of October, 2007.

ATTEST:

BY: _____
Awilda Rodriguez, Village Clerk

VILLAGE OF WELLINGTON, FLORIDA

BY: _____
Thomas M. Wenham, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
Jeffrey S. Kurtz, Village Attorney

POLICY FOR STREET RENAMING WITHIN THE VILLAGE OF WELLINGTON, FLORIDA

This policy outlines the procedure for renaming an existing street (public or private) within the Village of Wellington.

Street names shall be changed according to this policy. Requests for street name changes shall be directed in writing to the Director of Environmental and Engineering Services for review, recommendations, and approval.

Street names may be changed in residential areas if all of the following conditions are met:

1. A petition shall be provided to the Village with signatures from two thirds (2/3) of the residents living within the subdivision in favor of the street name change and 100% of all residents directly affected by the street name change (home fronts street and therefore address would be changed). Where applicable, the petition shall also be endorsed by an officially incorporated homeowners association for the subdivision.

2. The proposed street name shall not already be in use within the Village of Wellington or the western communities.

3. Prior to the name change, the petitioning residents within a public subdivision shall pay the Village 100% of the cost associated with the changing of the street sign(s). Residents within a private subdivision will be responsible for both the purchase and installation of the any applicable signs. Any funds left over at the completion of the project shall be returned to the petitioning group.

4. If a street name change affects existing addresses, the applicant will be responsible for all costs to process the name change through Palm Beach County; including 911, Fire Department, Police Department, and United States Postal Service. Additionally, if re-platting is required, all associated costs will be the responsibility of the applicant.

5. This process will be required to go through cost recovery. A minimum deposit of $500.00 shall be made for applications not affecting existing addresses and a minimum deposit of $2,500 shall be made for applications affecting existing addresses and therefore requiring address changes.

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

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

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

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

DATE: **December 16, 2025**

SUBJECT: **Items for the Planning and Zoning Board**

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

Background:

At the December 2, 2025, Town Council meeting, the Town Council questioned why the Planning and Zoning Board has not met. There have been no petitions received by the Town which required Planning and Zoning Board review and recommendation since September when there was not a quorum of the Board.

In June 2025, Staff provided a list of proposed code amendments discussed in the past by the Council and sought direction from the Council on which items should be a priority and how the processing of the code amendments should proceed. There was no definite direction provided. Since the Town Council is now seeking the Planning and Zoning Board to meet, Staff is recommending the following topics be discussed which is in alignment with the documentation provided to the Town Council in June:

1. Equestrian Estates
2. Permitted Uses in the AR Zoning District
3. Conditional Uses/Special Exceptions
4. Concurrency Requirements
5. Nuisance Abatement regulations

Fiscal Impact:

Any fiscal impact will be determined by what actions the Planning and Zoning Board seeks staff to provide.

Recommendation/Motion:

Council direction if any of the topics need to be changed

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

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

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

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

DATE: **December 16, 2025**

SUBJECT: **Items for the ULDC**

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

Background:

At the December 2, 2025, Town Council meeting, the Town Council questioned why the ULDC Committee has not met. According to the Town Attorney, the ULDC Committee was created to address any issues or concerns that the Town Council brings to their attention. The only item that the ULDC Committee was instructed by the Town Council to discuss was amendments to the Town Sign Code. The ULDC Committee met many times on this topic and concluded the review of the existing Town Sign Code in September. The next step for the Sign Code revisions is for the Town Attorney to draft an Ordinance which includes all the changes requested by the ULDC Committee. The Town Attorney advised Staff that the earliest that he will be able to draft such a document for discussion was in the first quarter of 2026. Until the Ordinance is ready for discussion, there were no items to consider by the ULDC Committee.

In June 2025, Staff provided a list of proposed code amendments discussed in the past by the Council and sought direction from the Council on which items should be a priority and how the processing of the code amendments should proceed. There was no definite direction provided. Since the Town Council is now seeking the ULDC Committee to meet, Staff is recommending the following topics be discussed which is in alignment with the documentation provided to the Town Council in June:

1. Landscaping Code
2. Definition revisions
3. Agritourism Committee Recommendations
4. Sign Code

Fiscal Impact:

Any fiscal impact will be determined by what actions the ULDC Committee seeks staff to provide.

Recommendation/Motion:

Council direction if any of the topics need to be changed

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

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

FROM: **Valerie Oakes, Town Clerk**

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

DATE: **January 6, 2026**

SUBJECT: **Joint Town Council and Finance Advisory Audit Committee Meeting on January 26, 2026**

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

Background:

At the Town Council meeting held on December 2, 2025, the Council requested that a joint meeting be scheduled with the Finance Advisory and Audit Committee. The meeting was originally scheduled for January 19, 2026, however, due to the observed holiday of Martin Luther King Day, Town Hall will be closed.

Staff has canvassed the FAAC and there is a quorum present for a joint meeting on January 26, 2026, at 5:00 p.m.

Fiscal Impact:

N/A

Recommendation/Motion:

Direct staff to schedule the joint meeting with FAAC on January 26, 2026, at 5:00 p.m.

Attachments:

N/A

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

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

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

DATE: **December 16, 2025**

SUBJECT: **Report on Town Council's Directive for a 5% Operating Budget Reduction**

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

Background:

This memorandum presents a data-driven plan to achieve the Council's directive for a 5% operating budget reduction ($400,000+) for FY 2026. The plan closes some of the structural gap created by rising recurring costs and the significant loss of one-time funding (ARPA, surtax, FEMA reimbursements, State appropriations, other grant funding), while fully protecting service levels, legal defensibility, and operational capacity.

Importantly, this reduction is achieved without service cuts or new revenue assumptions. Every reduction is supported by FY 2024–2025 Budget-to-Actual (B2A) data and relies on "Safe Cuts" or areas of historical underspending or structural inefficiency. Core services—including Code Enforcement, Building, Planning, Public Works field operations, Customer Service, Records, and Finance—remain fully intact.

Reduction Strategy: "Safe & Quiet Cuts"

Our recurring costs currently outpace recurring revenues. To close this gap sustainably, we applied two principles:

- **Safe Cuts:** Reductions backed by multi-year underspending data (e.g., unused professional service buffers). These do not increase operational risk.
- **Quiet Cuts:** Efficiencies the public will not feel (e.g., vacancy savings, shifting to online training).

Protection of Key Services

We avoided across-the-board cuts to protect staff who generate revenue (compliance) and maintain public trust and necessary operations. The following functions were intentionally protected because reductions here would harm service reliability, revenue generation, or legal defensibility:

- **Code Enforcement:** Compliance workload rising, critical to SB 180 defensibility, shift to pro-active approach on development/land use.
- **Building & Permitting:** Revenue-generating, safety-critical, and experiencing strong demand.
- **Planning & ULDC Rewrite:** Required to maintain legal defensibility and development predictability.
- **Public Works Field Operations:** Necessary for stormwater, roads, and drainage system readiness.
- **Customer Service & Administration:** Supports governance, records, finance, and public transparency.

These services are foundational. Cuts in these areas would create disproportionate impacts on the community and significantly increase operational and legal risk.

Capital Program Pause

The Town cannot sustain prior capital spending levels while stabilizing its operating base. The FY 2026 budget implements a **Strategic Pause**, reducing the capital program funding in prior years from approximately $3.8 million to $500,000 in this current year. Remaining funding focuses on safety-critical work, emergency replacements, and grant-match obligations. This pause is temporary, intentional, and aligned with long-term resilience planning. As recurring capacity improves and external funding increases, capital investment will ramp back up. Allocation of the $500,000 toward capital is currently a funding placeholder rather than an assignment for specific current year projects. It will not be allocated or spent without Council approval.

Overall FY 2026 Reduction Summary (All Funds)

By using this targeted, data-driven approach, we fully achieved the Council's 5% reduction directive. Across all funds, the plan identifies between **$400,000 and $450,000** in reductions. The table below demonstrates how the 5% target is met:

Category	Fund(s)	Savings	Rationale
PW Director Restructure	105	$100,000	Structural change; shifts position to part-time/consultative
Vacancy /Attrition Factor	001/105	$100,000	Captures natural staffing patterns
Professional Services	001	$90,000–$100,000	Reduces buffer accounts without affecting service
Operating Underspend Adjustments	001/105	$35,000–$50,000	Historical underspending

Category	Fund(s)	Savings	Rationale
Capital Deferrals	305	$75,000–$110,000	Right-of-way, readiness, and sequencing constraints

All savings flow into clearly labeled **non-PBSO contingency accounts**, ensuring transparency in tracking, budget management and long-term financial stability. The detailed line item adjustments are show below with corresponding amounts allocated to non-PBSO contingency accounts in each fund.

1. **Public Works Director Restructure (Fund 105)**
   Savings: ~$100,000
   We are transitioning the Director role to a part-time/consultative model. This reduces base salary by 50% and eliminates all benefits while retaining leadership expertise. This restructure complies with the Town Charter because supervisory authority remains intact, operational leadership continues through the Superintendent working out of class, and the Manager retains administrative oversight.

Description	Adjustment	Notes
Director Salaries	($55,000)	50% Reduction
Benefits (Ret/Health)	($35,700)	100% Elimination
Payroll Taxes/Work Comp	($5,957)	Adjusted for salary

2. **Personnel Vacancy Factor (Funds 001 & 105)**
   Savings: $100,000
   We are applying a “negative expense” line in both the General Fund and the Roads & Drainage Fund to account for natural attrition/gaps in hiring timelines. This recognizes that not every position is filled 365 days a year due to hiring lags (30–60 days), preventing "trapped cash" in salary lines. This is a common practice in many municipalities—it is important to note that this practice reduces flexibility to use temporary staffing during turnover periods, but the savings are realistic and historically supportable based on average hiring timelines.

Description	Adjustment	Notes
Vacancy / Attrition Factor	($75,000)	Negative expense line (General Fund)
Vacancy / Attrition Factor	($25,000)	Negative expense line (Roads & Drainage Fund)

This approach ensures that both the General Fund and the Roads & Drainage Fund benefit from realistic budgeting and that salary savings are captured wherever natural turnover occurs, without impacting filled positions or service delivery.

3. **Professional Services Buffers (Fund 001)**
   Savings: $90,000 – $100,000
   We are tightening "buffer" accounts for Litigation, Planning, and Engineering based on historical usage. These cuts are safe but leave little room for excess scope.

Description	Adjustment	New Budget
Legal Services	($30,000)	$170,000
Planning Services	($30,000)	$120,000
Engineering Services	($20,000)	$80,000
Special Magistrate	($10,000)	$12,500

4. **Operating & Capital Adjustments**

Operating Savings: ~$35,000 – $50,000
Reductions in Travel, Education, and Legal Ads where actuals are consistently below budget.

Account Title	Fund	Adjustment	Notes
Travel & Per Diem – Council	001	($6,000)	40% cut
Legal Advertising	001	($6,000)	50% cut
Education & Training	001	($8,000)	40% cut
R&M – General (Facilities)	001	($6,000)	10% efficiency cut
Operating Supplies	001	($6,500)	10% efficiency cut
Travel & Training (Roads & Drainage)	105	($4,000)	40% cut

Capital Deferrals (Fund 305): ~$75,000–$110,000
Deferring specific non-critical projects (e.g., West 25th St Gap, Community Pilot Projects) due to right-of-way or readiness issues.

Account Title	Fund	Adjustment	Notes
West 25 Street Gap Repaving	305	($43,641)	Full deferral
Gruber	305	($2,331)	Full deferral
24th Fourth (E & W of F Road)	305	($2,940)	Full deferral
11th Terrace & D Road Culvert	305	($2,541)	Full deferral

Account Title	Fund	Adjustment	Notes
Misc Culvert Failures	305	($1,278)	Full deferral
Community Pilot Projects	305	($48,000)	

None of the reductions and/or deferrals should impact service delivery or ability to perform known functions. The capital deferrals include areas where the prep to complete the project exceeds the project cost and on delays one proposed/yet to be identified community cost sharing project. Emergencies that may occur will follow procurement policy for such purchases.

Additionally, these deferrals do **not** impact grant eligibility, do not forfeit matching commitments, and can be re-evaluated during mid-year amendments. Deferral decisions were based on right-of-way readiness, project sequencing, and the relative cost of preparation versus project value. Lastly, these deferrals are separate from the $500,000 current year allocation to the capital fund from the general fund.

Accounting & Transparency
All identified reductions are tracked explicitly by fund and detailed general ledger account number with the resulting savings placed into clearly labeled contingency accounts (General Fund, Roads & Drainage Fund, Capital Fund), ***separate from PBSO*** law-enforcement contingency. All reductions are effective as of October 1 and do not require amendments to existing contracts, staffing plans, or interlocal agreements. Implementation does not disrupt procurement cycles or approved workflows. This method keeps the 5% reduction visible in the budget, aligns with B2A data, and allows Council and the public to follow how the Town is managing risk and uncertainty over the next several years.

Contingency Strategy
The reduction plan increases contingency levels across the General Fund, Roads & Drainage Fund, and Capital Fund by $400,000 or more. Strengthening contingency aligns with Government Finance Officers Association (GFOA) best practices, improves cash flow stability, and positions the Town to respond to unforeseen emergencies, storm events, or opportunities requiring local match dollars for grants.

Recommendation
Receive and file. This plan meets the 5% target through recurring structural savings, positioning the Town for long-term stability without compromising safety or compliance.

Attachment
List of Reduction Detail.

REDUCTION DETAIL SHEET

Fund	Account Number	Description	Reduction
001	001-90-51-519-59991	Vacancy / Attrition	($75,000)
001	001-16-51-514-53100	Legal Fees	($30,000)
001	001-20-51-515-53450	Planning & Zoning	($30,000)
001	001-22-51-519-53150	Special Magistrate	($10,000)
001	001-90-51-519-59992	Travel & Training Contra	($15,000)
001	001-90-51-519-59993	Legal Advertising Contra	($6,000)
001	001-90-51-519-59994	Operating Efficiencies Contra	($15,000)
105	105-50-53-538-51200	PW Dir Salary	($55,000)
105	105-50-53-538-52100	FICA	($4,207)
105	105-50-53-538-52200	Retirement	($13,200)
105	105-50-53-538-52300	Health/Life	($22,500)
105	105-50-53-538-52400	Workers Comp	($1,750)
105	105-50-54-541-59991	Vacancy / Attrition	($25,000)
105	105-50-54-541-53400	Engineering	($50,000)
305	305-60-54-541-56338	West 25th Gap	($43,641)
305	305-60-54-541-56327	Gruber	($2,331)
305	305-60-54-541-56321	24th Fourth	($2,940)
305	305-60-53-538-56336	11th Terrace & D	($2,541)
305	305-60-53-538-56335	Misc Culvert	($1,278)
305	305-60-54-541-56XXX	Community Pilot	($48,000)

GRAND TOTAL (ALL FUNDS)

- General Fund (001): $181,000 goes to non-PBSO contingency
- Roads & Drainage (105): $175,000 goes to R&D contingency

- Capital Fund (305): $100,000 goes to capital contingency
- TOTAL = $456,000 in non-PBSO contingency ➞ Exceeds the 5% ($400k) reduction target.

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

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

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

DATE: **December 16, 2025**

SUBJECT: **Report on Tentatively Scheduled Items for the January 6, 2026 Town Council Regular Meeting**

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

Background:

The purpose of this memorandum is to outline the tentative agenda items scheduled for the January 6, 2026 Regular Town Council Meeting. These items are prioritized based on regulatory requirements, strategic action items, and follow-up directives from recent Council meetings, while also accounting for the Town's operational workload and resource availability. Final scheduling is subject to completion of required reviews and timely receipt of supporting documentation.

Consent / Administrative

1. Approval of Minutes
2. Report on Cumulative Payments to Vendors Over $10,000 and $25,000
3. Report of all Payments made October 1, 2025 – December 31, 2025
4. Resolution – Renaming of "Okeechobee"

Contracts, Agreements, and Procurement

5. Piggyback on South Florida Water Management District & Town of Southwest Ranches Contracts
6. Palm Beach Gardens Piggyback Contracts for Annual Public Works
7. Best Interest Contract with Superior Drainage – Culvert Replacement Contract
8. ASANA Contract – Review and Approval of Implementation Project and Subscription

Policy, Procedures, and Regulatory

9. Town Council Rules & Procedures Rewrite per October 4th Direction
10. Discussion on Recreational Vehicle Regulation
13. Discussion on Conservation Easement Update
14. Discussion on Zoning Map and Comprehensive Plan Alignment
15. Discussion on Livestock Waste Ordinance(s) and Franchise Agreements

Reports, Presentations, and Required Notices

15. Department of Commerce Grant – Status and Next Steps
16. District Engineering Annual Report and Annual Meeting

Ordinances

17. Second Reading – Payment Authorization Ordinance No. 2025-18
18. Second Reading – Platting Ordinance No. 2025-21
19. First Reading – Capital Improvement Plan Ordinance (Includes Grant Listing)

Administrative Transmittals

Fiscal Impact:
No fiscal impact.

Recommendation/Motion:
No action.

Attachments:
No attachments.

Florida's Last Frontier
Town of
LOXAHATCHEE GROVES
155 F Road Loxahatchee Groves, FL 33470

TO: **Town Council**

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

DATE: **January 6, 2026**

SUBJECT: **Consideration of Ordinance 2025 - 21 providing for administrative review and approval of plats on second reading**

Background:

The state legislature passed and the governor signed Chapter 2025 – 164 making plat approvals an administrative procedure and eliminating the governing bodies of counties and municipalities from having a role in the review process for plats and replats of property within their jurisdiction. Plats are required for the subdivision of land, other than very simple subdivisions. Under the Town's ULDC platting is required for:

(1) Any subdivision of land creating more than four lots.
(2) Any subdivision of land that creates a lot which will require access from a private street pursuant to Article 100, "Access Standards and Subdivision."
(3) Any subdivision of land within a non-residential zoning district.

While the state has determined plats should be handled administratively, that does not eliminate Council consideration of land development and subdivision of lands in the Town. Plats are based on approved site plans and in many ways are just a depiction of what has been approved in the site planning process. Under the ULDC, site plans are required for almost all development of land excluding the development of up to 4 single-family residences on adjacent lots. See below:

Section 155-005. – Mandatory site plan approval. *Approval of a site plan or site plan modification is required prior to any development of land in the Town, except as follows:*
(A). Development of up to four single-family residences on adjacent plots provided that no subdivision sign or community entry feature is proposed.
(B). Administratively approved modifications to approved site plans, limited to the following, provided no variance is required for the modification or that the modification does not violate any condition of site plan approval, and further provided that the modification does not change any verbal commitment or representation from the applicant, agent or owner made at the public hearing or in the application, or other understanding upon which approval may have been based:

(1) Relocation or substitution of landscaping materials.
(2) Minor architectural modifications including the addition of awnings and canopies.
(3) Construction of bus stop shelters.

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(4) Erection of signs.
(5) Diminution in size of a structure.
(6) Demolition of a structure.
(7) Waterbody maintenance activities.
(8) Subdivision of land.
(9) Road maintenance activities. A permit is required under Section 05-040.
(10) Clearing or excavation of land. A permit is required under Section 05-040.

On first reading the Town Council approved the ordinance with suggested revisions to the process assuring that the Town Manager or their designee reviews the plat for compliance with approved site plan on the property and comports with the review guidelines and timeframes found in state statute. To that end the following changes were made to Section 140-40. Procedure. The changes in yellow are the changes in the original draft and the changes in red reflect changes made based on the Council's approving motion on first reading.

Section 140-040. Procedure.

(A) ~~At a regularly scheduled public meeting~~, ~~t~~The Town ~~Council~~ Manager or their designee shall review the application for conformity to the ULDC and Chapter 177 Florida Statutes and shall act upon the application. The timeframe for the review of the initial receipt of the plat or replat and notice to the applicant acknowledging receipt shall conform to the requirements of section 177.071 Florida Statutes. Upon completion of the review process, ~~T~~the Town ~~Council~~ Manager or their designee shall make one of the following determinations:

(1) That the application is consistent with and conforms to the approved site plan associated with the property that is the subject of the plat, in compliance with the applicable standards and minimum requirements of this Code and Florida Statutes, or that vested rights exist with regard to any noncompliance, in which case the Town ~~Council~~ Manager or their designee shall ~~adopt a development order~~ grant~~ing~~ approval of the application; or

(2) That the application is not consistent with or does not conform to the approved site plan associated with the property that is the subject of the plat, or is not in compliance with the approved site plan associated with the property that is the subject of the plat, applicable standards and minimum requirements of this Code or Florida Statutes, in which case the Town Manager or their designee ~~Council~~ shall ~~adopt a development order~~ deny~~ing~~ the application~~; or~~.

(3) ~~That the application is not in compliance with the applicable standards and minimum requirements of this Code, but conditions have been determined by the Town Council to be reasonably necessary to ensure compliance with the applicable standards and minimum requirements of this article, and that vested rights exist with regard to any noncompliance, in which case the Town Council shall adopt a development order granting approval of the application with said conditions.~~

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(B) Approval or denial shall be ~~bye~~ given by the Town Manager or their designee in writing to the applicant ~~resolution of the Town Council~~.

The revised ordinance in full is attached for Council's review and consideration following second reading and public hearing.

Recommendation:

Motion to approve and adopt Ordinance 2025 – 21folowing second reading and public hearing on January 6, 2026.

ORDINANCE NO. 2025 - 21

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO PLAT REVIEW PROCESSES; AMENDING PART V "DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS" OF THE UNIFIED LAND DEVELOPMENT CODE OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA BY AMENDING ARTICLE 115 "PUBLIC HEARING NOTICES" SECTION 115 -010 "TABLE OF PUBLIC HEARING NOTICE REQUIREMENTS" TO DELETE REFERENCE TO PLATS; AMENDING ARTICLE 120 "QUASI-JUDICIAL HEARINGS" SECTION 120-115 "QUASI-JUDICIAL MATTERS" TO DELETE REFERENCE TO PLATS; AMENDING ARTICLE 140 "SUBDIVISION OF LAND" DIVISION 1 "PLATTING" TO PROVIDE FOR ADMINSTRATIVE REVIEW AND APPROVAL OF PLATS IN ACCORDANCE WITH SECTION 177.071 FLORIDA STATUTES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Section 177.071 " Administrative approval of plats or replats by designated county or municipal official." was amended by 2025 - 164 , Laws of Florida, to require that plats be approved administratively without the necessity of review by the governing body of the county or municipality; and

WHEREAS, the existing provisions of Town of Loxahatchee Groves Unified Land Development Regulations (ULDC) does require plat and replat approval to be done by the Town Council; and

WHEREAS, the Town Council wishes to amend the plat provisions of the ULDC to bring the reviewing authority into compliance with state statutes; and,

WHEREAS, the Town Council finds the adoption of the Ordinance serves a public purpose and is in the best interest of the Town.

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

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

Section 2. The Town Council for the Town of Loxahatchee Groves hereby amends PART V "DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS"

Article 115 "Public Hearing Notices" Section 115-010 "Table of Public Hearing Notices" to delete reference to plats and read as follows:

Section 115-010. Table of public notice requirements.

Application Type	**Required Public Hearings**	**Timing of Notice (number of days prior to public hearing that notice must be given)**	**Newspaper Notice Format**	**Mail Notice Radius**	**Sign Posting Required**	**Other Notice**
Administrative Appeal	Town Council	10 days	Standard Ad	Applicant only	No	Posting at Town Hall
Variance	Town Council	10 days	Standard Ad	Within 1,000 feet	Yes	Posting at Town Hall
Special Exception A	Town Council	10 days	Standard Ad	Within 1,000 feet	Yes	Posting at Town Hall
Special Exception B	Not Required	Not Required	Not Required	Abutting Properties	Not Required	Posting at Town Hall
Special Exception C	Not Required	Not Required	Not Required	Abutting Properties	Not Required	Not Required
Site Plan	Town Council	10 days	Standard Ad	Within 1,000 feet	Yes	Posting at Town Hall
~~Plat~~	~~Town Council~~	~~10 days~~	~~Standard Ad~~	~~Within 1,000 feet~~	~~No~~	~~Posting at Town Hall~~
Rezoning initiated by the property owner	Local Planning Agency	10 days	Not Required	Not Required	Yes	Posting at Town Hall
	Town Council (first reading)	10 days	Not Required	Not Required	Yes	Posting at Town Hall
	Town Council (second reading)	10 days	Standard Ad	Within 1,000 feet	Yes	Posting at Town Hall
Rezoning initiated by the City [Town] for fewer than 10 contiguous acres	Local Planning Agency	10 days	Not Required	Not Required	No	Posting at Town Hall
	Town Council	30 days	Standard Ad	All owners of property proposed for rezoning shall be notified	No	Posting at Town Hall

Rezoning initiated by the City [Town] for 10 or more contiguous acres	Local Planning Agency	10 days	Not Required	Not Required	No	Posting at Town Hall
	Town Council (first reading)	See F.S. § 166.041(3)9(c)2			No	Posting at Town Hall
	Town Council (second reading)	See F.S. § 166.041(3)9(c)2			No	Posting at Town Hall
Amendments to Unified Land Development Code (ULDC)	Local Planning Agency	10 days	No	Not Required		Posting at Town Hall
	Town Council (first reading)	See F.S. § 166.041(3)9(c)2			No	Posting at Town Hall
	Town Council (second reading)	See F.S. § 166.041(3)9(c)2			No	Posting at Town Hall
Land use map amendment (small scale per F.S. § 163.3187(1)(c))	Local Planning Agency	See F.S. § 166.041(3)(a)2			Yes	Posting at Town Hall
	Town Council (first reading)	10 days	Yes	Posting at Town Hall	Yes	Posting at Town Hall
	Town Council (second reading)	10 days	Yes	Posting at Town Hall	Yes	Posting at Town Hall
Land use plan amendment (not small scale)	Local Planning Agency	See F.S. § 166.041(3)9(a)2			Yes	Posting at Town Hall
	Town Council (first reading)	See F.S. § 166.041(3)9(c)2			Yes	Posting at Town Hall
	Town Council (second reading)	See F.S. § 166.041(3)9(c)2			Yes	Posting at Town Hall

Section 3. The Town Council for the Town of Loxahatchee Groves hereby amends Part V "Development Review Procedures and Requirements" Article 120 "QUASI-

JUDICIAL HEARINGS" Section 120-115"Quasi-judicial matters" to delete reference to plats and read as follows:

Section 120-015. Quasi-judicial matters.

For the purposes of this article, the following matters, regardless of whether the final determination is made by the Town Council or a board, shall be considered to be quasi-judicial:

(A) Site plans.

~~(B) Plats.~~

(~~C~~B) Conditional use approvals.

(~~D~~C) Category A Special Exceptions, and appeals of denials of Category B and C Special Exceptions by the Town Manager.

(~~E~~D) Variances.

(~~F~~E) Administrative appeals.

(~~G~~F) Site-specific rezonings.

(~~H~~G) Any other matters the Town Attorney determines are subject to quasi-judicial hearing.

Section 4. The Town Council for the Town of Loxahatchee Groves hereby amends Part V "Development Review Procedures and Requirements" Article 140 "SUBDVISION OF LAND" DIVISION I "PLATTING" to provide for administrative review and approval of plats and read as follows:

DIVISION I. PLATTING

Section 140-005. Purpose and intent.

The purpose and intent of this division is to:

(A) Establish procedures and standards for the subdivision of real estate;

(B) Ensure proper legal description, identification, monumentation and recording of subdivisions;

(C) Aid in the coordination of land development with on- and off-site improvements; and

(D) Ensure provision of adequate utilities to support development of each lot.

Section 140-010. Applicability.

No building permit for the construction of a principal building on a parcel of land in the Town shall be issued unless a plat including such parcel has been approved by the Town ~~Council~~ and recorded by the Clerk of Circuit Court in and for Palm Beach County unless:

(A) The parcel was a lot of record existing prior to the date of adoption of this article.

(B) The parcel was issued a certificate of conformity by the Town of Loxahatchee Groves pursuant to Division II of this article.

Section 140-015. Platting required.

(A) No subdivision of land in the Town of Loxahatchee Groves that meets the criteria below shall occur until the Town ~~Council~~ approves a plat of such subdivision, and the plat is subsequently recorded in the public records of Palm Beach County, Florida in accordance with the requirements of this article.

(1) Any subdivision of land creating more than four lots.

(2) Any subdivision of land that creates a lot which will require access from a private street pursuant to Article 100, "Access Standards and Subdivision."

(3) Any subdivision of land within a non-residential zoning district.

Section 140-020. Required improvements and installation.

The adequacy of necessary public or private facilities and services for traffic and pedestrian access and circulation, public schools, solid waste, wastewater disposal, potable water supply, stormwater management, fire-rescue, parks and recreation and similar facilities and services, and potential adverse impacts on adjacent land uses and facilities shall be considered in the review of all subdivision proposals which require platting. No Final Plat shall be recorded until all required improvements set forth in this article are either completed in accordance with the standards of this Code or are guaranteed to be completed by the developer in accordance with an approved developer agreement.

Section 140-025. Site suitability.

Any subdivision of land unsuitable for the proposed type or extent of development shall not be approved unless adequate methods of correction or mitigation are formulated and approved by the Town. All lands subdivided shall be of sufficient land area to comply with the density and intensity standards contained in the Future Land Use Element of the Town of Loxahatchee Groves Comprehensive Plan and shall satisfy the minimum plot size and dimension requirements contained in Part II of this Code. Any subdivision of land proposed shall be in the proper zoning district and have the necessary approvals required for the intended use prior to platting.

Section 140-030. Plat submittal requirements.

In addition to the application submission requirements of Article 110, "General Application Requirements," all plat applications shall be submitted along with the following materials.

(A) Plat drawing. an application for plat approval shall be accompanied by a plat drawing, the overall size of which shall be 24 inches by 36 inches, drawn at a standard engineering scale no smaller than one inch equals 100 feet except when a smaller scale is approved by the Town Manager, and which shows the following:

(1) Proposed subdivision name or identifying title. Such name shall not be the same or in any way so similar to any name appearing on any recorded plat in Palm Beach County as would confuse the records or mislead the public as to the identity of the subdivision, except when an existing subdivision is subdivided as an additional unit or section by the same developer or his successors in title.

(2) A plat location sketch showing the plat in relation to a nearby intersection of two arterial, collector or other well-established existing roadways.

(3) North arrow, scale and date.

(4) Lots and blocks of adjacent recorded plats, giving plat book and page number along with names of such plats.

(5) All existing streets and alleys on or adjacent to the tract, including name and right-of-way width.

(6) The legal description of the property being platted.

(7) All existing easements and rights-of-way within the plat limits with the purpose and the instrument of record labeled.

(8) Location and width of all proposed and required ultimate rights-of-way, alleys, easements; proposed lot lines with dimensions, public areas, and parcels of land proposed or reserved for public use.

(9) Space for signature of the ~~Mayor~~ Town Manager or their designee.

(10) Space for the Town Clerk's signature and Town Seal.

(11) The parcel encompassed by the legal description shown on the plat shall be clearly identified with a heavy line, and shall show dimensions, and either bearings or interior angles of said parcel with independent ties to two or more land corners, or independent ties to a recorded subdivision, and one land corner. When a case arises, where it is impractical to tie to a land corner because of lost or destroyed monuments, and the parcel can be adequately surveyed independent of said land corners, then the following points will be considered acceptable as land ties: Block Corners, Permanent Reference Monuments, or Permanent Control Points from a previously recorded plat. The use of these types of land ties shall be subject to approval by the Town.

(12) Space for plat book and page number outside the border in the upper right hand corner of each page.

(13) Notes or legend, and any tabular data or other data pertinent to the plat, on each page that contains the drawing.

(14) Dedication and acknowledgment language.

(15) Mortgagee approval and acknowledgment language.

(16) All plat dimensions shall be shown accurate to one-hundredths of a foot, except for riparian boundaries, which may be shown as approximate with a witness line showing complete dimension data. Rows of lots with the same dimensions may use ditto marks providing the first and last lots in the row are appropriately dimensioned.

(17) Computation of the square footage of each parcel of land and the acreage of the land proposed to be platted, which shall be accurate to the nearest square foot. All survey and survey information shall be certified by a registered surveyor and mapper licensed in the State of Florida.

(18) At least two benchmarks referenced to the National Geodetic Vertical Datum of 1929. No benchmark shall be established purporting to be based on the National Geodetic Vertical Datum unless the benchmark is certified by a registered surveyor and mapper licensed in the State of Florida and such certification is shown on the plat. The benchmarks shall be of a permanent nature, easily accessible, located within, along or within 200 feet of the plat boundary and described by ties to the plat boundary. The plat shall list in the plat notes the governmental benchmark from which the plat benchmarks were established. Only benchmarks established by federal, state, county or municipal governments shall be acceptable as the starting benchmark.

(19) The plat shall show grid bearings or azimuths, with state plane coordinates shown on all permanent reference monuments and all land ties where the plat lies within sections assigned state plane coordinates that have been recorded in the public records of Palm Beach County. Coordinates may be tabulated when necessary for legibility, and must appear on each page that contains the drawing. State plan coordinates shall be derived from field measurements in conformity with the Minimum Technical Standard for Land Surveying pursuant to Chapter 21, Section 21HH-6, Florida Administrative Code, adopted by the Florida Board of Land Surveyors, September 1, 1981, as may be amended from time to time.

(20) A mathematical closure of the plat boundary shall not exceed three hundredths of a foot.

(21) Space for approval of water control district, special improvement district, or taxing district, as applicable.

(B) A conceptual access plan, drawn at a standard engineering scale no smaller than one inch equals 100 feet, except when a smaller scale is approved by the Town Manager, which shows the following:

(1) The location of the centerline, with dimensions from known land ties, such as section lines or centerlines of right-of-way, of all proposed access locations on all public rights-of-way abutting the plat.

(2) The number and direction of lanes proposed for each driveway or roadway access location.

(3) The proposed minimum distance from the ultimate right-of-way line from the adjacent roadway to the outer edge of any interior service drive or parking space with direct access to the driveway in the access location.

(4) The proposed minimum distance from the ultimate right-of-way line from the adjacent roadway to any proposed gate location.

(C) A current survey, no older than six months, certified by a registered Surveyor and Mapper, which shows the following:

(1) All information necessary for preparation of the plat as required in (A), above.

(2) The location of all existing structures, paved areas and easements on and abutting the property, including the edge of pavement of all abutting streets.

(3) Existing roadway details adjacent to the property including rights-of-way, pavement widths, sidewalks, driveways (curb cuts), curb and gutter, turn lanes, bus bay, medians, median openings, traffic signals and signal equipment, street lights, pull boxes, utility poles and utility equipment, drainage structures, and fire hydrants.

(D) An application for plat approval which abuts a roadway facility that is functionally classified as a State Road and which proposes direct vehicle access to the State Road, shall also be accompanied by a valid Pre-Application approval letter from the Florida Department of Transportation issued pursuant to the "State Highway System Access Management Classification System and Standards," as may be amended from time to time.

(E) The original plat ~~linen~~ drawing prepared pursuant to F.S. ch. 177, as may be amended from time to time, containing all items required herein, and all original signatures required for the executed dedication and acknowledgment and the executed mortgagee approval and acknowledgment shall be provided prior to Town ~~Council consideration~~ recordation of the plat.

(F) The original signatures of the applicable water control district shall be required on the original plat linen prior to Town Council consideration of the plat.

(G) An original title certificate or an attorney's opinion of title with all exceptions. The title certificate or attorney's opinion of title shall:

(1) Be based upon a legal description that matches the plat.

(2) Be based upon a search of the public records within 45 days of submittal.

(3) Contain the names of all owners of record.

(4) Contain the names of all mortgage holders and if there are no mortgages, it shall so state.

(5) Contain a listing of all easements and rights-of-way lying within the plat boundaries, and if there are none, it shall so state.

(6) Contain a listing of all easements and rights-of-way which abut the plat boundaries and are necessary for legal access to the plat, and if there are none, it shall so state.

(H) An ~~CD-ROM containing an~~ electronic copy of the plat in final form to be considered by the Town ~~Council~~, in a format acceptable to the Town Clerk, to be provided prior to ~~Council consideration~~ recordation of the plat, by the Town.

Section 140-035. Platted reservations and dedications.

(A) All streets, alleys, easements, rights-of-way, parks, school sites and public areas shown on an accepted and recorded plat, unless otherwise stated, shall be deemed to have been dedicated or granted, as appropriate, to the public for the uses and purposes thereon stated. Approval and execution of the recorded plat by the Town ~~Council~~ shall constitute, unless otherwise stated, an acceptance of said offer to dedicate, grant or reserve.

Reservations must be clearly indicated as such, and must include the word "reservation," to whom it is reserved and for what purpose.

(B) Dedication to the public of all roads, streets, alleys and other thoroughfares, however designated, shall be for the perpetual use of the public for the full width of such roads, streets, alleys and other thoroughfares, and shall be made by all persons having any interest in any and all the lands abutting on such roads, streets, alleys or other thoroughfares.

Dedications must be clearly indicated as such, and must include the word "dedication," to whom it is dedicated and for what purpose.

Section 140-040. Procedure.

(A) ~~At a regularly scheduled public meeting~~, ~~t~~The Town ~~Council~~ Manager or their designee shall review the application for conformity to the ULDC and Chapter 177 Florida Statutes and shall act upon the application. The timeframe for the review of the initial receipt of the plat or replat and notice to the applicant acknowledging receipt shall conform to the requirements of section 177.071 Florida Statutes. Upon completion of the review process, ~~T~~the Town ~~Council~~ Manager or their designee shall make one of the following determinations:

(1) That the application is consistent with and conforms to the approved site plan associated with the property that is the subject of the plat, in compliance with the applicable standards and minimum requirements of this Code and Florida Statutes, or that vested rights exist with regard to any noncompliance, in which case the Town ~~Council~~ Manager or their designee shall ~~adopt a development order~~ grant~~ing~~ approval of the application; or

(2) That the application is not consistent with or does not conform to the approved site plan associated with the property that is the subject of the plat, or is not in compliance with the approved site plan associated with the property that is the subject of the plat, applicable standards and minimum requirements of this Code or Florida Statutes, in which case the Town Manager or their designee ~~Council~~ shall ~~adopt a development order~~ deny~~ing~~ the application~~; or~~.

(3) ~~That the application is not in compliance with the applicable standards and minimum requirements of this Code, but conditions have been determined by the Town Council to be reasonably necessary to ensure compliance with the applicable standards and minimum requirements of this article, and that vested rights exist with regard to any noncompliance, in which case the Town Council shall adopt a development order granting approval of the application with said conditions.~~

(B) Approval or denial shall be ~~bye~~ given by the Town Manager or their designee in writing to the applicant ~~resolution of the Town Council~~.

Section 140-045. Recording.

(A) *[Recordation.]* No plat shall be recorded hereafter unless it shall bear the following signatures on behalf of the Town of Loxahatchee Groves: ~~Mayor on behalf of the~~ Town ~~Council~~ Manager, attestation by the Town Clerk, ~~and final signoff of the Town Manager once any conditions of approval have been met and the plat is in final form and ready for recordation~~.

(B) *Necessary documents and conditions.* Prior to the final Town signoff on the plat, an applicant shall furnish the Town with those documents and materials necessary to evidence and ensure compliance with such requirements, standards, restrictions or conditions of this article, and conditions of approval, as requested by the Town. Such documents and materials may include, but are not limited to, updated opinion of title, bonds or other security, agreements, restrictive covenants, payment of impact fees, deeds, and easements, if evidence of compliance with such requirements, standards, restrictions or conditions is not appropriately contained in the development order or on the plat to be recorded.

(C) *Digital information.* Prior to recording the plat, an applicant shall furnish the Town with a digital file in a PDF format.

(D) *[Plats.]* All plats shall be recorded by the Clerk of Circuit Court in and for Palm Beach County.

Section 5: 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 6: 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 7: Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, 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 8: 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 Oaks, Town Clerk Vice Mayor Margaret Herzog

_____
APPROVED AS TO LEGAL FORM: Councilmember Todd McLendon

_____ _____
Town Attorney Councilmember Lisa El-Ramey

_____
Councilmember Paul Coleman

CHAPTER 2025-164

Committee Substitute for Committee Substitute for Committee Substitute for Senate Bill No. 784

An act relating to platting; amending s. 177.071, F.S.; requiring that certain plat or replat submittals be administratively approved with no further action by certain entities under certain circumstances; requiring the governing body of such county or municipality to designate an administrative authority to receive, review, and process plat or replat submittals; providing requirements for such designation; defining the term "administrative authority"; requiring the administrative authority to submit a certain notice to an applicant; providing requirements for such notice; requiring the administrative authority to approve, approve with conditions, or deny a plat or replat submittal in accordance with the timeframe in the initial written notice to the applicant; requiring the administrative authority to notify the applicant in writing if it declines to approve a plat or replat submittal; requiring that the written notification contain the reasons for denial and other information; prohibiting the administrative authority or other official, employee, agent, or designee from requesting or requiring that the applicant request an extension of time; amending s. 177.111, F.S.; conforming provisions to changes made by the act; providing an effective date.

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

Section 1. Section 177.071, Florida Statutes, is amended to read:

177.071 Administrative approval of plats ~~plat~~ by designated county or municipal official ~~governing bodies~~.—

(1)(a) A plat or replat submitted under this part must be administratively approved and no further action or approval by the governing body of a county or municipality is required if the plat or replat complies with the requirements of s. 177.091. The governing body of the county or municipality shall designate, by ordinance or resolution, an administrative authority to receive, review, and process the plat or replat submittal, including designating an administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat.

(b) As used in this section, the term "administrative authority" means a department, division, or other agency of the county or municipality. For purposes of issuing a final administrative approval of a plat or replat submittal, the term also includes an administrative officer or employee designated by the governing body of a county or municipality, including but not limited to, a county administrator or manager, a city manager, a deputy county administrator or manager, a deputy city manager, an assistant county administrator or manager, an assistant city manager, or other high-ranking county or city department or division director with direct or indirect

oversight responsibility for the county's or municipality's land development, housing, utilities, or public works programs.

(2) Within 7 business days after receipt of a plat or replat submittal, the administrative authority shall provide written notice to the applicant acknowledging receipt of the plat or replat submittal and identifying any missing documents or information necessary to process the plat or replat submittal for compliance with s. 177.091. The written notice must also provide information regarding the plat or replat approval process, including requirements regarding the completeness of the process and applicable timeframes for reviewing, approving, and otherwise processing the plat or replat submittal.

(3) Unless the applicant requests an extension of time, the administrative authority shall approve, approve with conditions, or deny the plat or replat submittal within the timeframe identified in the written notice provided to the applicant under subsection (2). If the administrative authority does not approve the plat or replat, it must notify the applicant in writing of the reasons for declining to approve the submittal. The written notice must identify all areas of noncompliance and include specific citations to each requirement the plat or replat submittal fails to meet. The administrative authority, or an official, an employee, an agent, or a designee of the governing body, may not request or require the applicant to file a written extension of time.

(4)~~(1)~~ Before a plat or replat is offered for recording, it must be administratively approved as required by this section ~~by the appropriate governing body~~, and evidence of such approval must be placed on the plat or replat. If not approved, the governing body must return the plat or replat to the professional surveyor and mapper or the legal entity offering the plat or replat for recordation. For the purposes of this part:

(a) When the plat or replat to be submitted for approval is located wholly within the boundaries of a municipality, the ~~governing body of the~~ municipality has exclusive jurisdiction to approve the plat or replat.

(b) When a plat or replat lies wholly within the unincorporated areas of a county, the ~~governing body of the~~ county has exclusive jurisdiction to approve the plat or replat.

(c) When a plat or replat lies within the boundaries of more than one county, municipality, or both ~~governing body~~, two plats or replats must be prepared and each county or municipality ~~governing body~~ has exclusive jurisdiction to approve the plat or replat within its boundaries, unless each county or municipality with jurisdiction over the plat or replat agrees ~~the governing bodies having said jurisdiction agree~~ that one plat is mutually acceptable.

(5)~~(2)~~ Any provision in a county charter, or in an ordinance of any charter county or consolidated government chartered under s. 6(e), Art. VIII of the

State Constitution, which provision is inconsistent with anything contained in this section shall prevail in such charter county or consolidated government to the extent of any such inconsistency.

Section 2. Section 177.111, Florida Statutes, is amended to read:

177.111 Instructions for filing plats ~~plat~~.—After the approval by the appropriate administrative authority ~~governing body~~ required by s. 177.071, the plat or replat must ~~shall~~ be recorded by the circuit court clerk or other recording officer upon submission thereto of such approved plat or replat. The circuit court clerk or other recording officer shall maintain in his or her office a book of the proper size for such papers so that they will ~~shall~~ not be folded, to be kept in the vault. A print or photographic copy must be filed in a similar book and kept in his or her office for the use of the public. The clerk shall make available to the public a full size copy of the record plat or replat at a reasonable fee.

Section 3. This act shall take effect July 1, 2025.

Approved by the Governor June 20, 2025.

Filed in Office Secretary of State June 20, 2025.

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

TO: **Town Council of Town of Loxahatchee Groves**

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

DATE: **January 6, 2025**

SUBJECT: **Direction with respect to the Sheriff's Contract**

Background:

Attached please find a copy of correspondence sent to the Sheriff's legal advisor, Brian Shutt, Esq., along with a draft Mutual Release and Termination Agreement. The intent of the agreement is to waive the termination notice requirement and end the existing law enforcement services agreement effective December 1, 2025. This is consistent with what we have been told by the Sheriff, that they are no longer providing services under the terms of the agreement. At the December 16, 2025 Town Council meeting there was direction to bring forward a mutual termination agreement for consideration. The town staff continues to meet with Redspeed representatives exploring potential enforcement partners in the absence of PBSO.

At the Town Council meeting, I will report to the Town Council further with respect to any and all responses from the Sheriff relative to the Mutual Release and Termination Agreement. During my last conversation with Mr. Shutt, in addition to advising me of the cessation of services under the law enforcement agreement, he also informed me that PBSO had retained the Gunster law firm to advise them and assist them in addressing the matter. He did not indicate whether there had been a decision by PBSO to initiate litigation over the agreement. If PBSO were willing to enter into the Mutual Release and Termination Agreement, there would be no litigation between the Town and PBSO.

Recommendation:

Discussion and direction with respect to the Town's contract with PBSO.

Town of Loxahatchee Groves

155 F Road • Loxahatchee Groves, Florida 33470 • (561) 793-2418 Phone • www.loxahatcheegrovesfl.gov

December 30, 2025

Brian Shutts, Esq.
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach Florida 33406-3001
shutt@pbso.org

Re: Agreement for Law Enforcement Services By and Between PBSO and the Town of Loxahatchee Groves

Dear Brian,

I hope you had a joyful Christmas Holiday and I wish you a Happy New Year! This letter is to follow up on our conversation of December 18, 2025 and the news reports the following week confirming PBSO's decision not to provide services in accordance with the existing agreement between PBSO and the Town of Loxahatchee Groves for law enforcement services. As PBSO is aware based on conversations and monitoring of the Town Council meetings, the Town Council has not appropriated funds for the payment of PBSO services under the agreement. This decision was in no way a slight on the service being provided by PBSO, but simply an acknowledgement of the fiscal reality that continued law enforcement services at a level above what the Sheriff provides to the unincorporated area, which is already accounted for in the Town's property owners' payment of County taxes, was no longer needed or sustainable. The Town sincerely thanks the Sheriff and the deputies who have served the Town since the date of incorporation.

It was apparent from our conversation and statements attributed to PBSO in the media, that the Sheriff has decided to discontinue services under the Agreement. It would be appreciated if you would confirm that most, if not all services were discontinued as of December 1, 2025. Specifically, the services contemplated in Sections 2.1 A., 2.1 B, 2.1 E, 2.1 F, 2.1 G, 2.1 H, 2.1I, 2.2, 2.3 A-D, and 2.5 of the Agreement are no longer being provided. PBSO has also ceased provision of a traffic infraction officer to facilitate the enforcement of the school speed zone camera program.

In light of these circumstances, attached please find a draft of a mutual termination and release agreement. The intent of the mutual termination is to relieve both parties of any further obligations under the terms of the existing Agreement effective December 1, 2025. The mutual termination

will be provided to the Town Council for their review and consideration at their January 6, 2026 meeting.

You had mentioned to me that the school crossing guards would no longer be paid for by the Sheriff's office. Please confirm this remains the case in light of the fact the school crossing guards at Loxahatchee Groves Elementary School monitor the intersection of Okeechobee Boulevard and 162nd Drive North which intersection appears to be in unincorporated Palm Beach County and therefore the guards' presence is primarily there for children living outside the Town's boundaries. With respect to the guard situation Colonel Coleman was going to provide the Town Manager with the name and contact information for the private contractor that supplies crossing guards to PBSO, so we could explore the costs of providing such service if it truly was the Town's obligation to do so. I believe that crossing guards were on duty up until the Christmas break. Please advise if PBSO is not going to supply the service after the break and until what date.

As has been discussed, the Town adopted ordinance 2024-05 which contemplates the Town accepting a level of service for law enforcement comparable to areas in unincorporated Palm Beach County, in the absence of a law enforcement services agreement with either PBSO or a neighboring municipality. Please confirm the Sheriff will provide the same level of service in Loxahatchee Groves going forward as is provided in the larger more dense surrounding communities, such as ITID, Arden, and Fox Trail. Those services would include:

1. Response to emergency calls
2. Response to non-emergency calls
3. How matters differentiated between emergency and non-emergency calls
4. Traffic control within the Town
5. Traffic officers' response to accidents and DUI incidents

Clarification of the level of response to these and other issues will help both the Town and PBSO inform their mutual constituents.

Paying for a higher level of service than our neighbors without a demonstrated need, is not fiscally responsible for the Town.

I welcome your comments and review of the Mutual Termination and Release Agreement before it is presented to the Town Council for their consideration.

Respectfully,

Jeffrey S. Kurtz, Esq
Town Attorney
561-307-5253
jkurtz@loxahatcheegrovesfl.gov

MUTUAL RELEASE AND TERMINATION AGREEMENT

This MUTUAL TERMINATION AND RELEASE AGREEMENT ("Termination Agreement") is entered into by and between the Ric Bradshaw, Sheriff of Palm Beach County Sheriff's Office, and (herereafter "PBSO"), and the Town of Loxahatchee Groves (hereafter the "Town"), a municipal corporation and entity under the laws of the State of Florida.

Whereas, the Town of Loxahatchee Groves, a Florida municipality located in Palm Beach County, Florida (hereinafter referred to as "Town") and Ric L. Bradshaw, Sheriff of Palm Beach County Sheriff's Office, Florida (hereinafter referred to as "PBSO") entered into an Agreement for Law Enforcement Services in June of 2017, for a one year term beginning on October 1, 2017 and terminating on September 30, 2018; and

Whereas, the Town and PBSO entered seven (7) addenda to the Agreement extending the term of the Agreement from October 1, 2018 until September 30, 2027; and

Whereas, the budgetary constraints of the Town and the long-term sustainability of the Town maintaining the existing law enforcement services agreement requires the Town to reevaluate continued payments under the terms of the Agreement; and

Whereas, PBSO is unwilling to modify the terms of the Agreement and provide services for a substantially lesser payment; and

Whereas, the Town has adopted Ordinance Number 2024-05 providing for an acceptance of the level of law enforcement services as provided by PBSO in unincorporated Palm Beach County in the event there is no agreement between the Town and PBSO or an adjacent municipality for the provision of law enforcement services; and

Whereas, the Town and PBSO believe it is to their mutual benefit to waive the termination notice provision contained in Article 12 of the Agreement and mutually release each other and terminate the Agreement effective December 1, 2025.

In consideration of the terms and conditions set forth in this Termination Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PBSO and Town of Loxahatchee Groves hereby agree as follows:

1. Purpose. PBSO and the Town have previously entered into a **Law Enforcement Services** Agreement and seven addenda (the "Agreement"). By way of this Termination Agreement, Town and PBSO desire to completely terminate the Agreement effective December 1, 2025, and acknowledge and agree that neither party shall have any obligation or liability to the other in connection with the agreement.

2. Termination of the Agreement. The Town and Sheriff hereby terminate effective December 1, 2025, for mutual convenience, the Agreement and any addenda thereto. Effective immediately upon execution of this Termination Agreement, neither party shall have any obligation,

responsibility, or liability to the other party for any reason whatsoever in connection with the Agreement, including, but not limited to any and all other past, present, or future payments, performance, or any other obligations under the Agreement.

3. Mutual Release. Effective immediately upon execution of this Termination Agreement, each party releases and forever discharges the other party and all of its employees, agents, successors, assigns, legal representatives, affiliates, directors and officers from and against any and all actions, claims, suits, demands, payment obligations or other obligations or liabilities of any nature whatsoever, whether known or unknown, which such party or any of its employees, agents, successors, assigns, legal representatives, affiliates, directors and officers have had, now have or may in the future have directly or indirectly arising out of (or in connection with) the agreement.

4. General Provisions.

a. Entire Agreement. This Termination Agreement is the entire agreement between the parties regarding the subject matter contained herein. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding the subject matter contained herein. This Termination Agreement shall not be modified or amended unless done so in a writing signed by authorized representatives of both parties. The terms of this Termination Agreement shall take precedence in the event of any conflict with terms of any other agreement between the parties in relation to the termination of the Agreement.

b. Applicable Law. This Termination Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida.

c Counterparts; Copies. This Agreement may be signed in two counterparts which together will form a single agreement as if both parties had executed the same document. Signed copies of this Agreement sent via facsimile will be deemed binding to the same extent as original documents.

(THIS SPACE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Release and Termination Agreement as of the last date written below.

PALM BEACH COUNTY SHERIFF'S OFFICE

By:_____
Ric L. Bradshaw

Title: Sheriff, Palm Beach County Sheriff's Office

Witness _____

Printed Name:_____

Date: _____

TOWN OF LOXAHATCHEE GROVES

By: _____
Anita Kane

Title: Mayor, Town of Loxahatchee Groves

Witness:_____

Printed Name: _____

Date: _____

Reviewed and approved for execution:

By: _____
Francine Ramaglia, Town Manager

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

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

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

DATE: **January 6, 2026**

SUBJECT: **Discussion of Solid Waste and Recycling Collection Services Contract**

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

Background:

The Town's current Solid Waste and Recycling Collection Services contract with Coastal Waste & Recycling expires on September 30, 2026 and does not include any additional renewal periods.

At the same time, the Solid Waste Authority of Palm Beach County (SWA) issued a new Request for Proposals (RFP) for countywide collection services, with new contracts scheduled to begin October 1, 2026. SWA received proposals over the holidays which are currently in the prequalification phase; pricing has not yet been opened or awarded.

Once SWA opens and awards the new contracts, staff will obtain and review the Service Area 2 bid rates. Because The Acreage—our closest service comparable—is located in Service Area 2, these rates will provide the most relevant benchmark for comparing the Town's current service costs and evaluating whether piggybacking the SWA award is advantageous. This agenda item is presented proactively to position the Town to act quickly once SWA releases the new pricing and to obtain clear Council consensus on the preferred direction for the Town's next solid waste contract.

Based on Council's discussion tonight, staff will return in February with a clear, actionable plan for the Town's next solid waste contract. That plan will include:

- A comparison of the Town's current costs with the newly released SWA Service Area 2 bid rates, once SWA opens and awards the contract.
- A recommended contract pathway (possibility of Coastal extension w options for alternate services for recycling, vegetation and other organic waste; SWA piggyback, Town rebid, or a hybrid approach).
- A refined scope of services, including any direction on vegetation limits, livestock waste, heavy organics, bulk collection, and automation.

- A proposed timeline for procurement, negotiation, and implementation to ensure continuity of service before the current contract expires on September 30, 2026.

The February discussion will provide Council the information needed to make a final decision on how the Town should proceed.

Recommendation

Discussion and direction with the Town's contract with Solid Waste and Recycling Collection Services Contract.

155 F Road Loxahatchee Groves, FL 33470

TO: **Town Council of Town of Loxahatchee Groves**

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

DATE: **January 6, 2026**

SUBJECT: **Consideration of offer from Sheltering Palms Foundation request for release of a conservation easement on their property**

Background:

The Town had received an offer to release a conservation easement on property located off of E Road.

The Board for Sheltering Palms Foundation originally offered $150,000 payment to the town for the release of the conservation easement on the Track 47 Block D 20-acre parcel on E Road (PCN: 41-41-43-17-01-447-0010).

The property is located immediately west of 1300 D Road. The property was once owned by the current owners of 1300 D Road. The County had established a conservation easement a two- acre portion of the property. The conservation easement was located on the south eastern portion of the property. The present owner of the property, Sheltering Palms Foundation, acquired the property through a foreclosure on the property. They had made a loan to the former owner of the property. Prior to Sheltering Palms Foundation loaning the money to their predecessor in title, the former owner had denuded the conservation easement and their no longer exists even a remnant of the plantings that had existed. At the time Sheltering Palms Foundation had made the loan to the former owner they had not done a sufficient title search on the property to recognize there was a conservation easement or code enforcement lien attached to the property. The code enforcement lien had to do with a code violation on the adjacent 1300 D property, but it attached to the Sheltering Palms Foundation property because at the time of the violation both properties were under a common ownership. At the time of the loan the Sheltering Palms Foundation property had been transferred to different but related entity to the owner of 1300 D Road.

Sheltering Palms Foundation does not bear responsibility for the denuding of the conservation easement, but as the current owners of the property they are the affected party. The property is currently on the market for just under 3 million dollars. The offers they have received for the 20

Florida's Last Frontier
Town of
LOXAHATCHEE GROVES
155 F Road Loxahatchee Groves, FL 33470

acres have been approximately 20% below the asking price. The existence of the conservation easement and code enforcement lien are affecting the marketability of the property. The owner would like to resolve the issues and move forward. It was staff's opinion that the offer of $150,000 is less than it would cost the owner to re-establish the conservation area. The owner does not want to re-establish the area. Monitoring of the re-establishment of the area would be difficult for the Town and take a great deal of time. The conservation easement does not grant access to the easement area to the public. It may be advantageous to the Town to accept money in exchange for the release of the easement and use the received funds to acquire or protect an area that already has mature planting to preserve and maintain.

The Town Council requested appraisals be done on the property and an evaluation of the other conservation easements be undertaken. The status of the review of the other conservation easements is addressed in a separate memorandum from the Community Standards Director. The appraisals on the property were conducted by an appraiser selected by the property owner and an appraiser selected by the staff. Copies of both appraisers are attached and they come up with similar evaluation as the Town's appraiser valued the conservation easement area at $196,000 and the property owner's appraiser valued the property at $105,000 per acre or $2.1 million for the entire 20 acres. The conservation easement area is approximately 2.12 acres. The property owner is willing to pay the Town $200,000 for the release of the conservation area. In addition, they continue to request that they receive a partial release of the lien associated with the 1300 D property. If the Town Council were to grant the release of the easement and partial release of the lien, for the $200,000 payment, it is suggested that $196,000 be attributed to the release of the conservation easement and $4,000 be attributed to the payment for the partial release of the lien.

Direction from Council is sought on whether the payment offered for the release of the conservation easement is sufficient and whether the property owner should submit a request for a partial release of the code enforcement lien. If the Town Council is satisfied with the offer, the formal release of the easement and partial release of the code enforcement lien could be formally presented at the Council's February 3,2026 meeting.

Recommendation:

Discussion and direction with respect to the offer presented by Sheltering Palms Foundation.

Appraisal Report

LAND APPRAISAL REPORT

File No. 250423

Item 15.

IDENTIFICATION

Borrower N/A | Census Tract 78.44 | Map Reference 40-42-23

Property Address xxx E Rd

City Loxahatchee | County Palm Beach | State FL | Zip Code 33470

Legal Description Loxahatchee Groves Tr 47 Blk D (parcel ID: 41-43-17-01-447-0010)

Sale Price $N/A | Date of Sale N/A | Loan Term N/A yrs. | Property Rights Appraised [X] Fee [ ] Leasehold [ ] De Minimis PUD

Actual Real Estate Taxes $7,875 (yr.) | Loan charges to be paid by seller $N/A | Other sales concessions N/A

Lender/Client Owner/Client;Sheltering Palms Foundation Inc | Address 100 SE 3rd Ave Ste 2700, Ft Lauderdale, FL, 33394

Occupant Vacant Land | Appraiser Deborah Mezoe | Instructions to Appraiser Estimate of market value

NEIGHBORHOOD

Location	[ ] Urban	[X] Suburban	[ ] Rural
Built Up	[X] Over 75%	[ ] 25% to 75%	[ ] Under 25%
Growth Rate	[ ] Fully Dev.	[ ] Rapid	[X] Steady	[ ] Slow
Property Values	[X] Increasing	[ ] Stable	[ ] Declining
Demand/Supply	[ ] Shortage	[X] In Balance	[ ] Over Supply
Marketing Time	[X] Under 3 Mos.	[ ] 4-6 Mos.	[ ] Over 6 Mos.

Present Land Use 97 % 1 Family ____ % 2-4 Fam ____ % Apts. ____ % Condo 1 % Commercial ____ % Industrial ____ % Vacant 2 % ____

Change in Present Land Use [X] Not Likely [ ] Likely (*) [ ] Taking Place (*)

(*) From ____ To ____

Predominant Occupancy [X] Owner [ ] Tenant ____ % Vacant

Single Family Price Range $ 255 to $ 6,500 | Predominant Value $ 650

Single Family Age 0 yrs. to 64 yrs. | Predominant Age 20 yrs.

	Good	Avg.	Fair	Poor
Employment Stability		X		
Convenience to Employment		X		
Convenience to Shopping		X		
Convenience to Schools		X		
Adequacy of Public Transportation		X		
Recreational Facilities		X		
Adequacy of Utilities		X		
Property Compatibility		X		
Protection from Detrimental Conditions		X		
Police and Fire Protection		X		
General Appearance of Properties		X		
Appeal to Market		X		

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) Neighborhood is comprised of 1 to 20+ acreage lots, vacant or improved with single family homes/equestrian factilities/nurseries. Subject is approximately 8 miles+/- traveling distance from Wellington International, a world famous equestrian center (beneficial). Also convenient to typical amenities including major arterials, schools, restaurants, shopping, professional offices, hospitals and emergency medical centers, parks.

SITE

Dimensions 674.1X1292.3 = 20 acres [ ] Corner Lot

Zoning Classification AR | Present improvements [X] do [ ] do not conform to zoning regulations

Highest and best use: [ ] Present use [X] Other (specify) Improved Residential

	Public	Other (Describe)
Elec.	[ ]	None
Gas	[ ]	None
Water	[ ]	None
San. Sewer	[ ]	None
	[ ]	Underground Elect. & Tel.

OFF SITE IMPROVEMENTS

Street Access: [X] Public [ ] Private

Surface Asphalt

Maintenance: [X] Public [ ] Private

[ ] Storm Sewer [ ] Curb/Gutter

[ ] Sidewalk [ ] Street Lights

Topo Level

Size 20 Acres

Shape Rectangular

View Residential/Canal

Drainage Appears Adequate

Is the property located in a HUD Identified Special Flood Hazard Area? [ ] No [ ] Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) Of the 20 acres, there is a conservation easement on the SE corner of the property with 462' frontage on E Rd, dimensions are 462x200, approximately 2.12 acres which include 25' buffer zones on all 4 sides. For prohibited activities regarding the easement, refer to Conservation Easement attached. Per scope of work, flood information not included.

MARKET DATA ANALYSIS

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	Subject Property	COMPARABLE NO. 1	+ (-) $ Adjustment	COMPARABLE NO. 2	+ (-) $ Adjustment	COMPARABLE NO. 3	+ (-) $ Adjustment
Address	XXX E Rd Loxahatchee, FL 33470	1032 C Rd Loxahatchee, FL 33470		2962 D Rd Loxahatchee, FL 33470		3195 C Rd Loxahatchee, FL 33470	
Proximity to Subj.	[redacted]	0.94 miles W		1.84 miles N		2.40 miles NW	
Sales Price	$ N/A	[redacted]	$ 1,400,000	[redacted]	$ 1,265,000	[redacted]	$ 880,000
Price	$ N/A	[redacted]	$ 140,140	[redacted]	$ 126,500	[redacted]	$ 88,000
Data Source	Papa/Imapp/RX-11054443	Papa/Imapp/RX-11044175		Papa/Imapp/RX-11065751		Papa/Imapp/RX-11025224	
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION		DESCRIPTION		DESCRIPTION	
	Listed 01/25@ $2,995,000	s11/25;c10/25		s08/25;c06/25		s12/24;c11/24	+88,000
Location	N;Res;Canal	N;Res;Canal		N;Res;Canal		N;Res;Canal	
Site/View	N;Res;Canal	N;Res;Canal		N;Res;Canal		N;Res;Canal	
Site Area	20 acres	9.99 acres	+900,000	10 acres	+900,000	10 acres	+900,000
Improvements	Cleared, fence	Wooded, fence,crprt,3cgar	-24,000	Cleared,fence,utility bldg	-30,000	Wooded	+70,000
Improvements	None	well, septic, elec	-15,000	well, septic, elec	-15,000	None	
Dirt Rd/Paved Rd	Paved	Paved		Paved		Paved	
Sales or Financing Concessions	Active Listing Cost to build culvert bridge	Cash None needed	-130,000	Conventional None needed	-130,000	Cash None needed	-130,000
Net Adj. (Total)	[redacted]	[X] Plus [ ] Minus $	731,000	[X] Plus [ ] Minus $	725,000	[X] Plus [ ] Minus $	928,000
Indicated Value of Subject	[redacted]	Gross 76.4% Net 52.2%	$ 2,131,000	Gross 85.0% Net 57.3%	$ 1,990,000	Gross 135.0% Net 105.5%	$ 1,808,000

RECONCILIATION

Comments on Market Data: Acreage adjustments market extracted, consider "diminishing returns" - the cost per acre is less as the number of acres increases. Subject is cleared and is fenced on three sides. Comp #1 is wooded (inferior)and fully fenced (superior), has a 3 car garage building & a large covered & screened carport for storage (superior). Comp #2 is cleared, fully fenced, has a utility building. Comp #3 is wooded with no fencing. Comps #1 & #2 have well, septic & electric. Utility adjustments, building adjustments consider cost/depreciation/market.Time adjustments estimated from market, applied from contract date to 5/25.

Comments and Conditions of Appraisal: This appraisal is completed "as is". The preserve area, although having restrictions, has some utility as vacant, wooded land and is not deducted from market value - uncleared sections, ponds and lakes are not uncommon of acreage land.

Final Reconciliation: The Sales Comparison Approach is the only reliable approach to value in determining the value of residential vacant land. Most reliance on Comps #1. #2,#3 & #4 (closest proximity) on a weighted average with at least 2 comps supporting value.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF November 24 2025 to be $2,100,000

Appraiser(s) Signature Deborah Mezoe | Name Deborah Mezoe | Date 12/01/2025

State FL [ ] License [X] Certification # Cert Res RD5650

Review Appraiser (if applicable) [ ] Did [ ] Did Not Physically Inspect Property

Signature ____ | Name ____ | Date ____

State ____ [ ] License [ ] Certification #

ADDITIONAL COMPARABLES

Borrower/Client N/A

Property Address xxx E Rd

City Loxahatchee County Palm Beach State FL Zip Code 33470

Lender Owner/Client;Sheltering Palms Foundation Inc

MARKET DATA ANALYSIS

ITEM	Subject Property	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	XXX E Rd Loxahatchee, FL 33470	2813 F Rd Loxahatchee, FL 33470		16450 Norris Rd Wellington, FL 33470		2761 E Rd Loxahatchee, FL 33470	
Proximity to Subj.	[redacted]	1.82 miles N		4.66 miles S		1.72 miles N	
Sales Price	$ N/A	[redacted]	$ 2,900,000	[redacted]	$ 5,600,000	[redacted]	$ 2,750,000
Price	$ N/A	[redacted]	$ 145,000	[redacted]	$ 366,013	[redacted]	$ 137,500
Data Source	Papa/Imapp/RX-11054443	Papa/Imapp/RX-10999008		Papa/Imapp/RX-11028791		Papa/Imapp/RX-11121116	
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+ (-) $ Adjustment	DESCRIPTION	+ (-) $ Adjustment	DESCRIPTION	+ (-) $ Adjustment
	Listed 01/25@ $2,995,000	s08/25;c05/25		s02/25;c01/25	+336,000	Active	-467,500
Location	N;Res;Canal	N;Res;Canal		N;Res;Wellington	-3,400,000	N;Res;Canal	
Site/View	N;Res;Canal	N;Res;Canal		B;Res;Prsrv	-75,000	N;Res	
Site Area	20 acres	20 acres		15.3 sf		20 acres	
Improvements	Cleared, fence	Cleared*,fence,well,sptc,ele	-29,000	Cleared, none	+30,000	Cleared,fence	-14,000
Improvements	None	House,MFH,Stalls*,rings	-400,000	Pub Water & electric	-10,000	well, septic, elec	-10,000
Dirt Rd/Paved Rd	Paved	Paved		Paved		Paved	
Sales or Financing Concessions	Active Listing Cost to build culvert bridge	Cash Cost to build culvert bridge	-130,000	Cash Cost to build culvert bridge	-130,000	Listing Cost to build culvert bridge	-130,000
Net Adj. (Total)	[redacted]	[ ] Plus [X] Minus $	-559,000	[ ] Plus [X] Minus $	-3,249,000	[ ] Plus [X] Minus $	-621,500
Indicated Value of Subject	[redacted]	Gross 19.3% Net -19.3%	$ 2,341,000	Gross 71.1% Net -58.0%	$ 2,351,000	Gross 22.6% Net -22.6%	$ 2,128,500

Comments on Market Data Analysis Comp #4 was offered for sale as vacant land with improvements including; partially cleared, fenced and cross fenced, well, septic, electric. Has a 3640 sf timber frame barn with a metal roof, 26 stalls, tack and laundry room, wash racks, built in 1976. Other improvements include paddocks, hot walker, riding pens, an 1872 sf frame house with 2 bedrooms, 1.5 baths and an attached 2 car carport, covered porches, built in 1976, and a 672 sf mobile home built in 1972. Adjustment for improvements considers age, condition per MLS. (Realtor reports buyers plan to renovate the home and had minimal interest in equestrian improvements). Comp #5 is adjusted for it's superior location in Wellington and closer to the equestrian facilities, smaller site size considered in the adjustment, bracketed for one adjustment at location. Comp #5 backs to a preserve (view and trail riding). Comp #6 is an active listing, adjusted for buyer-seller negotiations which are estimated from a review of sale to list price ratios.

ADDITIONAL COMMENTS

Borrower or Owner N/A

Property Address xxx E Rd

City Loxahatchee County Palm Beach State FL Zip Code 33470

Lender or Client Owner/Client;Sheltering Palms Foundation Inc

SCOPE OF APPRAISAL

1. TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE REPORTED ANALYSIS, OPINIONS, AND CONCLUSIONS WERE DEVELOPED, AND THIS REPORT HAS BEEN PREPARED IN CONFORMITY WITH THE REQUIREMENTS OF THE CODE OF PROFESSIONAL ETHICS AND THE STANDARDS OF PROFESSIONAL PRACTICE OF THE APPRAISAL INSTITUTE.

2. THE APPRAISER HAS PERFORMED A COMPLETE VISUAL INSPECTION OF THE INTERIOR AND EXTERIOR AREAS OF THE SUBJECT PROPERTY, HAS INSPECTED THE NEIGHBORHOOD, HAS INSPECTED EACH COMPARABLE FROM THE STREET, HAS RESEARCHED, VERIFIED AND ANALYZED DATA FROM RELIABLE PUBLIC AND/OR PRIVATE SOURCES, AND REPORTED AN ANALYSIS, OPINIONS, AND CONCLUSIONS IN THIS REPORT.

INTENDED USER

THE INTENDED USER OF THE APPRAISAL REPORT IS THE LENDER/CLIENT. THE INTENDED USE IS TO EVALUATE THE PROPERTY THAT IS THE SUBJECT OF THIS APPRAISAL FOR AN ESTIMATE OF MARKET VALUE, SUBJECT TO THE STATED SCOPE OF WORK, PURPOSE OF THE APPRAISAL, REPORTING REQUIREMENTS OF THIS APPRAISAL REPORT FORM, AND THE DEFINITION OF MARKET VALUE. NO ADDITIONAL INTENDED USERS ARE IDENTIFIED BY THE APPRAISER.

Appraiser may be asked to comment on; condition, legal description, sales contract, environmental issues, etc.. Comments in the report are within the expertise of a real estate appraiser. Appraiser cannot complete an inspection to the same degree as a contractor who provides a thorough home inspection of all building components, appliances, roofing, electrical, plumbing, etc.. Appraiser has no expertise in these areas nor in title work and cannot substitute for services provided by a qualified real estate attorney, home inspector, contractor, etc..Appraiser has no training in detecting negative environmental conditions. The appraiser can only make observations and routine testing, and draw conclusions no different than the typical prospect purchasing the home.

I HAVE PERFORMED NO SERVICES, AS AN APPRAISER OR ANY OTHER SERVICE, OR IN ANY OTHER CAPACITY, REGARDING THE PROPERTY THAT IS THE SUBJECT OF THIS REPORT WITHIN THE THREE YEAR PERIOD IMMEDIATELY PRECEDING ACCEPTANCE OF THIS ASSIGNMENT.

REASONABLE EXPOSURE TIME IS 90 TO 180 DAYS.

SITE IMPROVEMENTS

VACANT LAND. CLEARED. FENCED ON 3 SIDES, NO UTILITIES. SUBJECT HAS WALK - IN ACCESS AT THIS TIME DUE LACK OF A CULVERT BRIDGE ACROSS THE CANAL FOR DRIVE IN ACCESS. AN ADJUSTMENT IS MADE FOR ESTIMATED COST TO CURE IN THE SALES COMPARISON APPROACH.
SUBJECT HAS 2.12 ACRES THAT ARE DESIGNATED AS A PRESERVE EASEMENT AND THERE ARE RESTRICTIONS TO USE - REFER TO ADDENDUM ATTACHED AND SURVEY ATTACHED.
THERE IS AMPLE ROOM FOR IMPROVEMENTS ON THE REMAINING ACREAGE AND THE RESTRICTIONS FOR USE ON MARKETABILITY IS NEGLIGIBLE.

SALES OVER 90 DAYS

DUE TO LIMITED SALES, IT WAS NECESSARY TO EXPAND OUR SEARCH OVER 90 DAYS. THIS IS NOT DETRIMENTAL AS SALES WITHIN SIX MONTH PERIOD REFLECT CURRENT MARKET. (INCREASING VALUES CURRENT 6 MONTH PERIOD OVER PRIOR 6 MONTH PERIOD.)

SELECTION OF COMPARABLES/HIGHER ADJUSTING/SALES OVER ONE MILE/ACROSS NEIGHBORHOOD BOUNDARIES

SUBJECT IS A VACANT, CLEARED, 20 ACRE SITE WITH NO IMPROVEMENTS
COMPARABLES WITH SIMILAR CHARACTERISTICS BEST REPRESENT THE SUBJECT.
VACANT SITES ARE SCARCE AND COMPARABLES ARE LIMITED, MAKING IT NECESSARY TO EXPAND OUR SEARCH OVER 90 AND 180 DAYS, OVER ONE MILE, AND ACROSS NEIGHBORHOOD BOUNDARIES.
SALES OVER 90/180 DAYS - NOT DETRIMENTAL AS THE MARKET HAS BEEN STABLE.
OVER ONE MILE / ACROSS NEIGHBORHOOD BOUNDARIES - NOT DETRIMENTAL - THIS IS TYPICAL IN THE APPRAISAL OF LARGER ACREAGE SITES AND NOT DETRIMENTAL AS LARGER VACANT SITES ARE SPREAD OUT OVER ONE MILE DUE TO THEIR SIZE AND FULLY IMPROVED SITES LYING BETWEEN AND NOT DETRIMENTAL. WHERE DISTANCE/LOCATION IMPACTS VALUE, AN ADJUSTMENT IS MARKET EXTRACTED FOR THE DIFFERENCE.
HIGHER ADJUSTING IS UNAVOIDABLE DUE TO THE ADJUSTMENTS FOR ACREAGE AND IMPROVEMENTS - NOT DETRIMENTAL AS ADJUSTMENTS ARE MARKET EXTRACTED.

Additional Comments

PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address xxx E Rd

City Loxahatchee County Palm Beach State FL Zip Code 33470

Client Owner/Client;Sheltering Palms Foundation Inc



SUBJECT PROPERTY FRONT VIEW OF



SUBJECT PROPERTY REAR VIEW OF



SUBJECT PROPERTY STREET SCENE OF

PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address xxx E Rd

City Loxahatchee County Palm Beach State FL Zip Code 33470

Client Owner/Client;Sheltering Palms Foundation Inc



COMPARABLE #1

1032 C Rd
Loxahatchee, FL 33470

Price	$1,400,000
Price/SF	140,140
Date	s11/25;c10/25
Site Area	9.99 acres
Value Indication	$2,131,000



COMPARABLE #2

2962 D Rd
Loxahatchee, FL 33470

Price	$1,265,000
Price/SF	126,500
Date	s08/25;c06/25
Site Area	10 acres
Value Indication	$1,990,000



COMPARABLE #3

3195 C Rd
Loxahatchee, FL 33470

Price	$880,000
Price/SF	88,000
Date	s12/24;c11/24
Site Area	10 acres
Value Indication	$1,808,000

PHOTOGRAPH ADDENDUM

Borrower or Owner N/A

Property Address xxx E Rd

City Loxahatchee County Palm Beach State FL Zip Code 33470

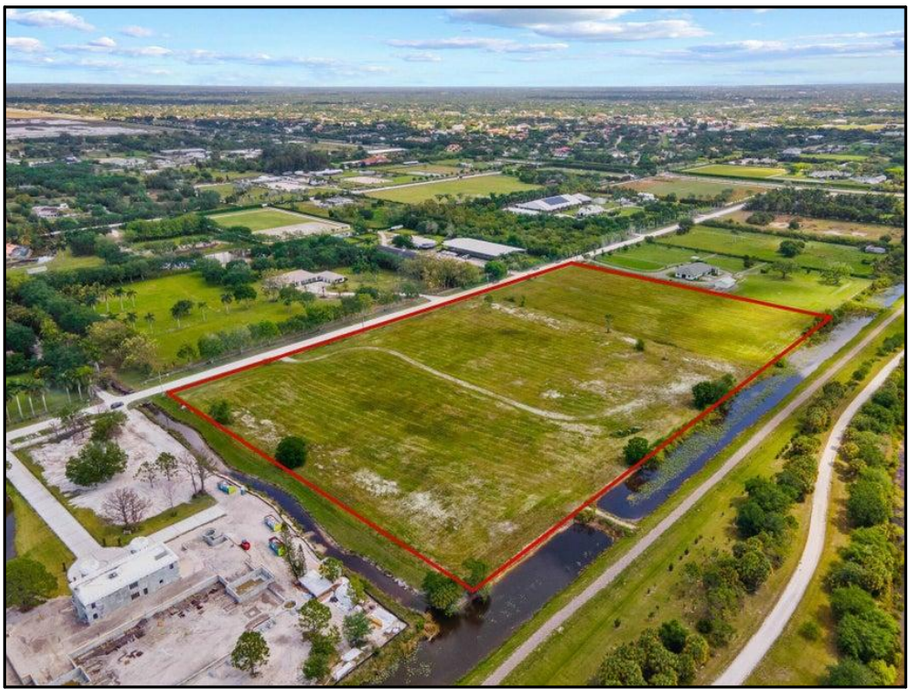
Client Owner/Client;Sheltering Palms Foundation Inc



COMPARABLE #4

2813 F Rd
Loxahatchee, FL 33470

Price	$2,900,000
Price/SF	145,000
Date	s08/25;c05/25
Site Area	20 acres
Value Indication	$2,341,000



COMPARABLE #5

16450 Norris Rd
Wellington, FL 33470

Price	$5,600,000
Price/SF	366,013
Date	s02/25;c01/25
Site Area	15.3 sf
Value Indication	$2,351,000



COMPARABLE #6

2761 E Rd
Loxahatchee, FL 33470

Price	$2,750,000
Price/SF	137,500
Date	Active
Site Area	20 acres
Value Indication	$2,128,500

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concessions but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. The separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.

6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.

9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.

10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.

2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.

3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.

4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.

5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.

6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.

7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.

8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.

9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: xxx E Rd, Loxahatchee, FL 33470

APPRAISER:

Signature: Deborah Mezoe

Name: Deborah Mezoe

Date Signed: 12/01/2025

State Certification #: Cert Res RD5650

or State License #:

State: FL

Expiration Date of Certification or License: 11/30/2026

SUPERVISORY APPRAISER (only if required):

Signature:

Name:

Date Signed:

State Certification #:

or State License #:

State:

Expiration Date of Certification or License:

☐ Did ☐ Did Not Inspect Property

Vita's Nursery
1300 A. Rd.
Lox. Fl. 33470

CONSERVATION EASEMENT

AUG-14-1997 9:54am 97-288939
ORB 9937 Pg 704
Con 10.00 Doc .70

STATE OF FLORIDA
COUNTY OF PALM BEACH

KNOW ALL PERSONS BY THESE PRESENT THAT as a condition of the approval by Palm Beach County of the Vegetation Removal Permit, and pursuant to Palm Beach County Unified Land Development Code Section 9.5.F.2.c., Ramon Vilorino ("Grantor"), has, for good and valuable consideration, the receipt of which is acknowledged, granted to Palm Beach County, a political subdivision of the State of Florida ("Grantee"), a Conservation Easement in accordance with Section 704.06, Florida Statutes, in and over the real property in Palm Beach County, Florida, as set forth in the legal description attached hereto as Exhibit A (the "Property").

As used herein, the term Grantor shall include any successor or assignee of the Grantor, and the term Grantee shall include any successor or assignee of the Grantee.

It is the purpose and intent of this Conservation Easement to assure that the Property will be retained and maintained forever predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement, which shall mean that the following activities are prohibited on the Property:

1. Construction or placement of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

2. Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

3. Removal, destruction, cutting, trimming, mowing, alteration or biocide spraying of trees, shrubs, or other vegetation; with exception to the removal of nuisance and exotic plant species as may be required or permitted by law, ordinance, or other government approval;

4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in any manner which affects the surface or sub-surface;

5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;

6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;

7. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and

8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

It is understood that the granting of this Conservation Easement entitles the Grantee or its authorized representatives to enter the Property in a reasonable manner and at reasonable times to assure compliance.

The Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liability relating to the maintenance of the Property in the natural vegetative and hydrologic conditions as existing at the time of execution of this Conservation Easement. The Conservation Easement hereby granted and the

NOT A CERTIFIED COPY

Vitas Nursery
1300 S. Rd.
Lox. Fl. 33470

CONSERVATION EASEMENT

AUG-14-1997 9:54am 97-288939
ORB 9937 Pg 704
Con 10.00 Doc .70

STATE OF FLORIDA
COUNTY OF PALM BEACH

KNOW ALL PERSONS BY THESE PRESENT THAT as a condition of the approval by Palm Beach County of the Vegetation Removal Permit, and pursuant to Palm Beach County Unified Land Development Code Section 9.5.F.2.c., Ramon Vilarino _____("Grantor"), has, for good and valuable consideration, the receipt of which is acknowledged, granted to Palm Beach County, a political subdivision of the State of Florida ("Grantee"), a Conservation Easement in accordance with Section 704.06, Florida Statutes, in and over the real property in Palm Beach County, Florida, as set forth in the legal description attached hereto as Exhibit A (the "Property").

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4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in any manner which affects the surface or sub-surface;

5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;

6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;

7. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and

8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

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The Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liability relating to the maintenance of the Property in the natural vegetative and hydrologic conditions as existing at the time of execution of this Conservation Easement. The Conservation Easement hereby granted and the

NOT A CERTIFIED COPY

obligation to retain and maintain the Property forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the land and shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Grantee and its successors and assigns.

Venue for any actions in connection with this Conservation Easement shall be in Palm Beach County, Florida. The prevailing party shall be entitled to recover reasonable attorney's fees and costs in the trial and appellate courts, in addition to the cost of restoring the land to the natural vegetative and hydrologic conditions as required and stated in the approved Property, if the prevailing party is the Grantee. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapters 373 and 403, Florida Statutes, or Palm Beach County ordinance.

Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of the is Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent failure by the Grantor to comply.

The Grantor hereby represents that the Grantor is seized of the Property in fee simple and has good right and title to grant and convey this Conservation Easement to the Grantee and that the Property is free and clear of any encumbrances.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this 14 day of August, 1996.

Signed, sealed, and
delivered in our presence of:

Mary A. McHugh
WITNESS Mary A. McHugh

Tamara T. Stapbaugh
WITNESS Tamara T. Stapbaugh

GRANTOR:

BY: _____

Title: _____
Authorized Representative

NOT A CERTIFIED COPY

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 14th day of August, 1997 (date), by Ramon Vilarino (name of officer or agent), of _____ (name of corporation), a _____ (State or place of incorporation) corporation, on behalf of the corporation s/he is personally known to me, produced a valid driver's license and (did/did not) take an oath. (Produced a FL dr L.C.)

(Seal)

Theresa A Wheeler
Notary Public
State of Florida

My Commission
Expires: _____

Theresa A. Wheeler
MY COMMISSION # CC575034 EXPIRES
August 22, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

Return to: (enclose self-addressed stamped envelope)

Name

Address

Property Appraisers Parcel Identification (Folio) Number(s):

ORB 9937 Pg 706
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

Exhibit "A"

1292.50'

TRACT 47, BLOCK "D"

S 88°48'08" E 200.00'

N 02°49'39" E 462.00'

674.20'

25' BUFFER ZONE

PROPOSED DEDICATED PRESERVE (INCLUDES BUFFER ZONES) 2.12 ACRS

(SET 1/2" I.R.&C.'s P.S.M. # 4193 @ 4 CORNERS)

92.00'

462.00'

N 02°49'39" E

60.00' (R/W)

LEGAL DESCRIPTION OF PROPOSED DEDICATED PRESERVE:

THE EAST 200 FEET OF THE SOUTH 462 FEET OF TRACT 47, BLOCK "D" LOXAHATCHEE GROVES, AS RECORDED IN PLAT BOOK 12, PAGE 29 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AS MEASURED PARALLEL TO THE EAST AND SOUTH LINES OF SAID TRACT 47 IN SECTION 27, TOWNSHIP 43 SOUTH, AND RANGE 41 EAST.

± PRESERVE CONTAINS ±- 2.12 ACRES.

SET WITNESS COR-NER 33.00' E. ON EXTENSION OF N. R (TO AVOID CANAL).

ABBREVIATIONS:

SPECIFIC NOTATIONS (IF ANY):
(X = NOT APPLICABLE)
(N/A = NOT AVAILABLE)
PARCEL IS IN FLOOD ZONE "B".
DID NOT TIE-IN INTERIOR REMAINS OF IRRIGATION STRUCTURE.
* ORIGINAL BOUNDARY SURVEY 6/2/17

TRACT 5, BLOCK "E"

SET WITNESS CORNER 38.00' E. ON EXTEN-SION OF S.R (TO A-VOID CANAL).

OF SURVEY 1292.33'

RV-003

IFIC PURPOSE

RESERVE DEDICATION

IBLE CHARGE:

93

LEGEND:

● = SET 1/2" I.R.&C. "PLS-4193" (OR "PLS-4193-WIT" IF WITNESS TO CORNER) AND /OR FOUND POINTS AS SHOWN.

—|———|———|— = OVERHEAD ELECTRIC LINES.

—×———×———×— = FENCING.

⊙ = WOOD POWER POLE.

SCALE: 1" = 100'

NORTH

SEE LOCATION BLOCK "D"

LOCATION SKETCH (N.T.S.):

ONDECHOBEE BLVD.

"D" RD.

"E" RD.

SOUTHERN BLVD.

NORTH

GRAPHIC REVISIONS (NO FIELD SURVEY):

DATE:

AN APPRAISAL REPORT

OF

A 2.12 ACRE CONSERVATION EASEMENT IN FAVOR OF THE TOWN OF LOXAHATCHEE GROVES LOCATED AT THE SOUTHEAST CORNER OF A 20.0 ACRE PARENT TRACT LOCATED ON THE WEST SIDE OF E ROAD, APPROXIMATELY 5,000 FEET NORTH OF SOUTHERN BOULEVARD (SR 80) LOXAHATCHEE GROVES, PALM BEACH COUNTY, FLORIDA 33470

PREPARED FOR

TOWN OF LOXAHATCHEE GROVES
C/O MS. CARYN GARDNER-YOUNG, MPA, AICP
COMMUNITY STANDARDS DIRECTOR
155 F ROAD, LOXAHATCHEE GROVES, FL 33470

AS OF

DECEMBER 2, 2025

PREPARED BY

PARRISH & EDWARDS, INC.
EIN 59-2550770

BRIAN G. EDWARDS, MAI
STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER NO. RZ1303

PARRISH & EDWARDS, INC.



3450 Northlake Blvd., #285 – Northlake Corporate Center **PH: (561) 622-9992**
North Palm Beach, FL 33403

December 19, 2025

Town of Loxahatchee Groves
c/o Ms. Caryn Gardner-Young, MPA, AICP
Community Standards Director
155 F Road, Loxahatchee Groves, FL 33470

RE: P&E File No.: B25-091

Dear Ms. Caryn Gardner-Young:

In accordance with your request, we have made an inspection, analysis, and appraisal report of the following:

> **A 2.12-acre Conservation Easement in favor of the Town of Loxahatchee Groves located at the southeast corner of a 20.0-acre Parent Tract (Folio #41-41-43-17-01-447-0010) located on the west side of E Road, approximately 5,000 feet north of Southern Boulevard (SR 80), Loxahatchee Groves, Palm Beach County, Florida.**

The purpose of the appraisal is to estimate the market value of the Town's interest in the Conservation Easement. To help establish this value, the unencumbered market value of the Parent Tract will first have to be determined. This value will then be used to help establish our opinion of the market value of the Town's interest in the Conservation Easement considering the Town's rights and uses to this area as well as those rights and uses retained by the owner of the Parent Tract. The Town of Loxahatchee Groves is considering releasing this Conservation Easement which would then give the owner of the Parent Tract full use (fee simple interest) in this area. As a result of our investigation and analysis of the information outlined in the report, we hereby submit that our opinion of the market value of the Town of Loxahatchee Grove's interest in the Conservation Easement area as of December 2, 2025 is as follows:

Market Value of Town's Interest in the Conservation Easement Area

ONE HUNDRED NINETY-SIX THOUSAND DOLLARS

$196,000

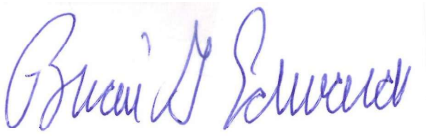
This report is intended to comply with Federal reporting standards and the standards and reporting requirements of the Uniform Standards of Professional Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation.

The appraiser has the ability to properly identify the problem to be addressed, the knowledge and experience to complete the assignment competently; and has recognition of, and compliance with, laws and regulations that apply to the appraiser or to the assignment.

This appraisal assignment was not made, nor was the appraisal rendered on the basis of a requested minimum valuation, a specific valuation, or an amount which would result in approval of a loan.

A description of the property being appraised, together with an explanation of the report type and valuation procedures utilized, is contained within the body of this report. This letter is made a part of and subject to the Limiting Conditions as set forth in the report herein.

Sincerely,



Brian G. Edwards, MAI
State Certified General Real Estate Appraiser #RZ1303

EXTRAORDINARY ASSUMPTIONS / SPECIAL LIMITING CONDITIONS

1. The property has not been inspected for environmental contamination, such as underground storage tanks, drums of unknown contents, evidence of waste disposal such as sludge, paints chemical residues, oil spillage, asbestos, etc. The appraiser was not provided with an environmental survey of the Subject and has assumed no significant contamination exists. However, the client should be aware that the Parent Tract had been used for agricultural purposes, and pesticides and other chemicals and petroleum products are often used in the agricultural production process. If such contamination were found to be present, the values stated herein would be subject to review and modification.

2. A survey was provided by the owner that included the Parent Tract as well as the adjacent property to the west. Based upon the survey dimensions, the size of the Parent Tract was estimated at 20.0 acres, which was in agreement with the size indicated by the Palm Beach County Property Appraiser's website. For the purpose of this report, we will utilize the site size of 20.0 acres as calculated from the survey dimensions. A Conservation Easement was recorded on August 14, 1997 which included a survey of the Conservation Easement indicating an easement site size of 2.12 acres. For the purpose of this report, we will utilize an easement size of 2.12 acres. If new surveys of the Parent Tract and Conservation Easement become available that differ substantially from Palm Beach County Public records, we reserve the right to amend our appraisal.

3. As previously indicated, the purpose of the appraisal is to provide an opinion of the market value of the Town of Loxahatchee Grove's interest in the Conservation Easement. To help establish this value, the unencumbered market value of the Parent Tract will first have to be determined. The Town of Loxahatchee Groves is considering releasing this Conservation Easement which would then give the owner of the Parent Tract full use (fee simple interest) of this area.

ASSUMPTIONS/CONDITIONS (CONT'D)

4. Over the past four years, there has been continued uncertainty in economic conditions as a result of the Coronavirus (COVID-19) which led to higher inflation, and the effects of the pandemic on the real estate market have yet to be determined. As of the effective date of this appraisal, the number of confirmed cases has dropped significantly since its high in early 2021. However, there is still uncertainty with future market conditions because of new variants in the COVID Virus and because only 70% of the population is fully vaccinated. If cases begin to rise again, this could slow or reverse the economic recovery and could impact businesses again, which would have a significant negative effect on the real estate market. While the number of cases has dropped significantly, the pandemic has had and continues to have a significant effect on supply chains, which has resulted in a significant increase in inflation. In an attempt to slow down the effects of inflation, the Federal Reserve began raising the Federal Funds rate in March 2022, and after 11 separate rate hikes in the range of 0.25% to 0.75%, the rate rose to a high of approximately 5.5% in July 2023 which was a 23-year high. This has had a direct effect on mortgage interest rates, which is affecting some segments of the real estate market with longer marketing times and fewer sale transactions. Only recently (September 2024) did the Federal Reserve lower the rate by 0.5% as a result of a slowing in economic conditions and a decline in inflationary factors which was the first rate cut since March of 2020. Additional rate cuts of 0.25% were made on November 7, 2024, December 18, 2024, September 17, 2025, October 29, 2025, and December 10, 2025. As of the effective date of this report, limited data was available to determine the direct and indirect effect of the pandemic on the real estate market, but the economy has been affected by the higher interest rate environment, and now there is additional uncertainty with the new trade tariffs and effects of the recent federal government shutdown. The intended user of this report should be aware that as economic data becomes available over the coming months, the value contained within this report could be affected.

The Special Limiting Conditions / Extraordinary Assumptions, used in this assignment and listed above, could have an effect on the assignment results.

CERTIFICATION

I (We) hereby certify that to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3. I (We) have no present or prospective interest in the property that is the Subject of this report, and I have no personal interest or bias with respect to the parties involved.

4. I (We) have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

5. My (Our) engagement in this assignment was not contingent upon developing or reporting predetermined results.

6. My (Our) compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

7. The reported analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the requirements of the Code of Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

9. Brian G. Edwards has made a personal inspection of the Subject Property that is the subject of this report.

10. No one provided significant professional assistance other than the person(s) signing this report.

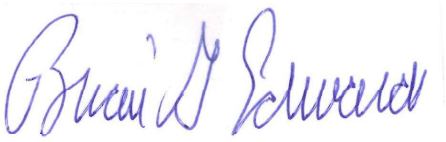
CERTIFICATION (CONT'D)

11. The Appraisal Institute conducts a program of continuing education for designated members who meet the minimum standards of this program and are awarded periodic educational certification. As of the date of this report, I, Brian G. Edwards have completed the requirements under the continuing education program of the Appraisal Institute.

12. My (Our) analyses, opinions, or conclusions that were developed in this report have been prepared in conformity with the requirements of the State of Florida for the State Certified Appraisers.

13. The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission.

14. I, Brian G. Edwards, have not performed services, as an appraiser or in any other capacity regarding the property that is the subject of this report within the three-year period immediately preceding agreement to perform this assignment.



Brian G. Edwards, MAI
State Certified General Real Estate Appraiser #RZ1303

SUMMARY OF SALIENT FACTS

CONSERVATION EASEMENT LOCATION:	**Southeast corner of a 20.0-acre Parent Tract located on the west side of E Road, approximately 5,000 feet north of Southern Boulevard (SR 80), Loxahatchee Groves, Palm Beach County, Florida 33470**
OWNER OF RECORD:	**SHELTERING PALMS FOUNDATION INC**
IMPROVEMENTS:	**Vacant Land**
SITE SIZE:	**20.0 acres (Parent Tract) which includes a 2.12 acre (Conservation Easement)**
ZONING/LAND USE:	**“AR” Agricultural Residential, by Loxahatchee Groves; RR-5**
FLOOD ZONE:	**Flood Zones "AE" and “X” of Community Map Panel #12099C0534 F, dated October 5, 2017**
CENSUS TRACT:	**0078.51**
HIGHEST AND BEST USE (AS VACANT):	**Residential/Equestrian development**
MARKET VALUE OF THE TOWN’S INTEREST IN THE CONSERVATION EASEMENT:	**$196,000**
ESTIMATED MARKETING/ EXPOSURE TIME:	**3 to 6 Months (Parent Tract)**
EFFECTIVE DATE OF APPRAISAL:	**December 2, 2025**
DATE OF INSPECTION:	**December 2, 2025**
EXTENT OF INSPECTION:	**The Parent Tract and Conservation Easement were inspected and photographs were taken.**
APPRAISER:	**Parrish & Edwards, Inc. Brian G. Edwards, MAI**



1. PARENT TRACT FACING WEST FROM E ROAD



2. PARENT TRACT FACING NORTHEAST FROM WESTERN BOUNDARY



3. PARENT TRACT FACING SOUTHEAST FROM WESTERN BOUNDARY



4. PARENT TRACT FACING EAST FROM WESTERN BOUNDARY



5. PARENT TRACT FACING WEST FROM EASTERN BOUNDARY



6. CONSERVATION EASEMENT AREA FACING NORTHEAST



7. CONSERVATION EASEMENT AREA FACING SOUTHEAST



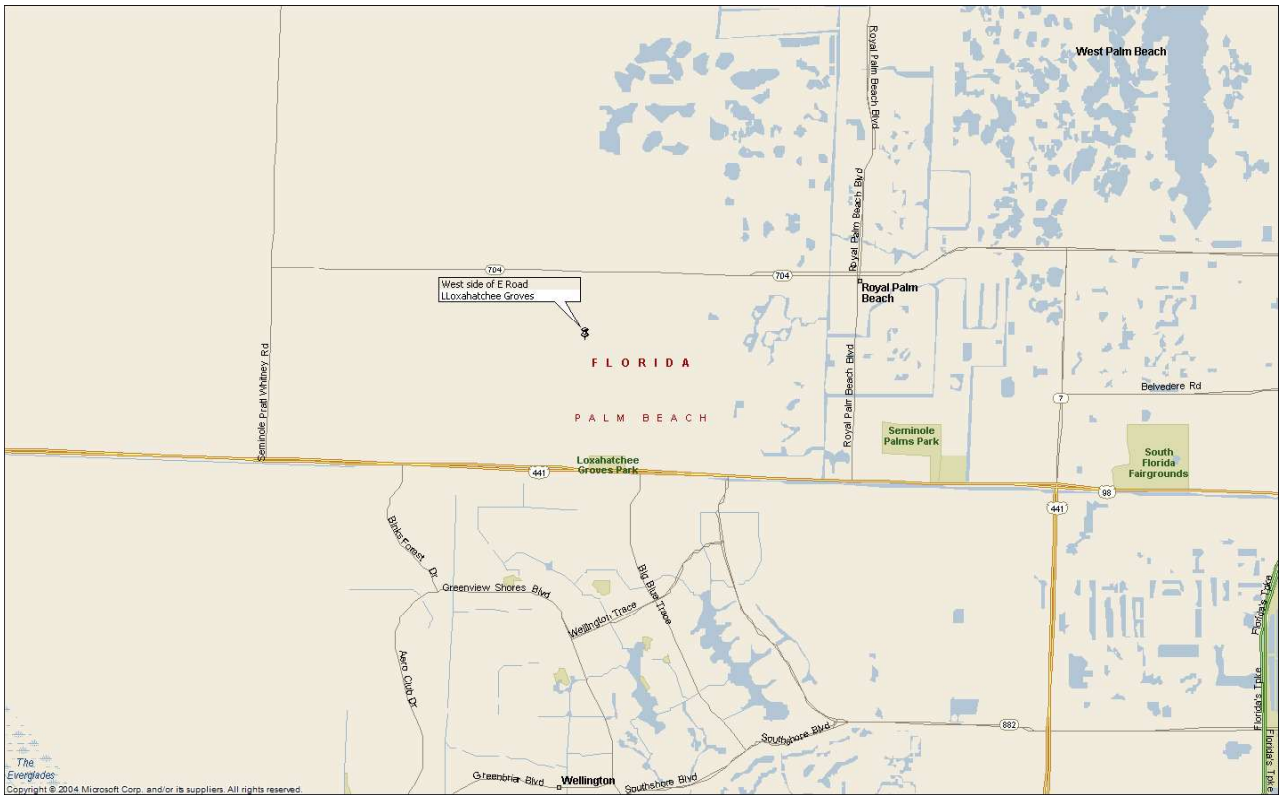
8. CONSERVATION EASEMENT AREA FACING EAST



9. E ROAD FACING NORTH



10. E ROAD FACING SOUTH



LOCATION MAP

APPRAISAL REPORT

This is an appraisal report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2 of the Uniform Standards of Professional Appraisal Practice. As such, it presents discussions of the data, reasoning and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analysis is summarized in this report and/or retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this report.

PARCEL REFERENCE: P&E File No: B25-091

CLIENT: Town of Loxahatchee Groves
c/o Ms. Caryn Gardner-Young, MPA, AICP
Community Standards Director
155 F Road, Loxahatchee Groves, FL 33470

APPRAISER: Brian G. Edwards, MAI
State Certified General Real Estate Appraiser #RZ1303

Parrish & Edwards, Inc.
3450 Northlake Blvd. #285
Palm Beach Gardens, FL 33403

SUBJECT PROPERTY OWNER: SHELTERING PALMS FOUNDATION INC

REAL ESTATE APPRAISED: Property Location:
Southeast corner of a 20.0-acre Parent Tract located on the west side of E Road, approximately 5,000 feet north of Southern Boulevard (SR 80), Loxahatchee Groves, Palm Beach County, Florida 33470

LEGAL DESCRIPTION: (Parent Tract)
Folio #41-41-43-17-01-447-0010

The following legal description was taken from the Palm Beach County Property Appraiser's website.

Tract 47, Block D, LOXAHATCHEE GROVES, as recorded in Plat Book 12, Page 29, Palm Beach County Public Records.

(Conservation Easement)
Legal Description of the Conservation Easement is located in the addenda.

PURPOSE OF THE APPRAISAL:

The purpose of the appraisal is to estimate the market value of the Town's interest in the Conservation Easement. To help establish this value, the unencumbered market value of the Parent Tract will first have to be determined. The Town of Loxahatchee Groves is considering releasing this Conservation Easement which would then give the owner of the Parent Tract full use (fee simple interest) of this area. The appraisal will be used to assist the Town in establishing a release price for the Conservation Easement.

INTENDED USE AND USER OF THIS REPORT:

The intended use of this appraisal report is to assist the Town in establishing a release price for the Conservation Easement that encumbers 2.12 acres of the 20-acre Parent Tract. The intended user is Town of Loxahatchee Groves. The intended user has not advised us of any other intended subsequent user of this report. This report should not be relied upon by anyone other than the intended user and for any use other than the use stated above.

INTEREST APPRAISED:

The property rights appraised are the fee simple interest in the Parent Tract. This value on a price per acre will be used to provide an opinion of the market value of the Town of Loxahatchee Grove's interest in the Conservation Easement area. The value of the Conservation Easement area in favor of the Town of Loxahatchee Groves will be based on a percentage of fee simple value in the 20.0-acre Parent Tract considering the impact and rights currently in favor of the Town of Loxahatchee Groves.

DEFINITION OF FEE SIMPLE ESTATE:

Fee Simple: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Source: The dictionary of Real Estate Appraisal, Appraisal Institute.

ESTIMATED MARKETING / EXPOSURE TIME:

Based on discussions with local real estate brokers, an exposure/marketing time of 3 to 6 months is considered appropriate for the Parent Tract, assuming marketing by an experienced broker at a reasonable asking price. This would be the typical marketing time for 20.0-acre agricultural/residential parcel in the immediate area that is priced competitively.

FIVE YEAR SALES HISTORY:

A search of the Palm Beach County Records indicated that there is one recorded transaction over the past five years. A Certificate of Title was recorded in the amount of $1,250,100, dated January 8, 2025, recorded in O.R. Book 35484, Page 963, Palm Beach County Public Records. This was not an arm's length sale. This was a foreclosure sale. The Parent Tract is currently listed for sale in the amount of $2,995,000 or $149,750 per acre and has been on the market for approximately 11 months. The real estate agent indicated that there have been offers at close to the list price, but the potential buyers want the easement removed before putting it under contract. A 2.12-acre portion at the southeast corner is encumbered by a Conservation Easement in favor of the Town of Loxahatchee Groves. The Parent Tract does not currently have access. An access driveway/culvert will have to be constructed over the canal adjacent to E Road to establish legal access.

EXTENT OF INSPECTION:

The Parent Tract and Conservation Easement were inspected on December 2, 2025 and photographs were taken.

DATE OF VALUE:

December 2, 2025

DATE OF INSPECTION:

December 2, 2025

DEFINITION OF MARKET VALUE

The regulatory required market value definition is:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is consummation of a sale as of a specified date and passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;

2. Both parties are well informed or well advised and each acting in what he considers his own best interest;

3. A reasonable time is allowed for exposure in the open market;

4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source:

*Uniform Standards of Professional Appraisal Practice,
Page I-7
*Federal Reserve System, 12 CFR Parts 208 and 225,
Sec. 225.62
*Office of the Comptroller of the Currency, 12 CFR Part 34,
Sec. 34.42
*FDIC, 12 CFR Part 323, Sec. 323.2
*Office of Thrift Supervision, 12 CFR Part 564, Sec. 564.2
*NCUA, 12 CFR Part 722, Sec. 722.2
*RTC, 12 CFR Part 1608, Sec. 1608.2
*FIRREA, Title XI

SCOPE OF APPRAISAL
(EXTENT OF PROCESS OF COLLECTING, CONFIRMING AND REPORTING DATA)

Per the Appraisal Institute, an appraisal report is intended to comply with the reporting requirements set forth under Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice. As such, it presents summary discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analysis is summarized in this report and/or retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this report.

The purpose of this appraisal is to provide an opinion of the Market Value of the Parent Tract and the Town of Loxahatchee Grove's interest in the Conservation Easement.

The Subject Property (Parent Tract) is a vacant site containing 20.0 acres and located on the west side of E Road, approximately 5,000 feet north of Southern Boulevard (SR 80), in Loxahatchee Groves.

To provide an opinion of the market value for the Town's interest in the Conservation Easement area, the unencumbered fee simple market value of the 20.0-acre Parent Tract will first have to be determined. To accomplish this, a sales search for similar type sales over the past two years in the Loxahatchee Groves area was conducted and the most similar sales were used to provide an opinion of the market value of the Parent Tract. The comparables utilized to provide an opinion of value were analyzed relative to the Subject based upon an appropriate unit of comparison and then adjusted, if possible, to reflect the relevant differences. If quantitative adjustments could not be established, the comparables were analyzed on a qualitative basis.

To provide an opinion of the market value of the Parent Tract, the three standard appraisal approaches, the Cost Approach, the Sales Comparison Approach and the Income Approach, have been considered. These approaches are briefly summarized as follows:

COST APPROACH - A set of procedures through which a value indication is derived for the fee simple estate by estimating the cost new as of the effective date of the appraisal to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive; deducting depreciation from the total cost; and adding the estimated land value. The contributory value of any site improvements that have not already been considered in the total cost can be added on a depreciated-cost basis. Adjustments may then be made to the indicated value of the fee simple estate in the subject property to reflect the value of the property rights being appraised.

SCOPE OF APPRAISAL (CONT'D)

SALES COMPARISON APPROACH - The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.

INCOME CAPITALIZATION APPROACH - Specific appraisal techniques applied to develop a value indication for a property based on its earning capability and calculated by the capitalization of property income.

Because the Parent Tract and Conservation Easement area are vacant land, only the Sales Comparison Approach using similar type land sales was considered applicable. The Cost and Income Approaches were not considered to be applicable approaches, and only the Sales Comparison Approach (land only) will be used to value the Parent Tract. The comparables utilized to estimate value were analyzed relative to the Subject based upon an appropriate unit of comparison which in this case was a sale price per acre of site area and then based upon this analysis; a price per acre conclusion was made for the Parent Tract. This conclusion was then applied to the size of the Parent Tract to arrive at a value for the Parent Tract. The value of the Conservation Easement area was then established using this price per acre value conclusion for the Parent Tract and considering the rights and allowable uses of the property by the Town of Loxahatchee Groves and the rights and uses retained by the Property Owner of the Parent Tract.

The search for data included a search of the Public Records and conversations with buyers and sellers within the market, and real estate brokers specializing in the Subject's market. The relevant comparable data found was verified with the grantor or grantee or a representative of the grantor or grantee such as their real estate agent or attorney and/or public records and other published sources. Because of the size and limited access and visibility for most of the sales, aerial images from the Palm Beach County Property Appraiser's website and Google Earth Pro were also reviewed.

APPRAISAL PURPOSE AND PROBLEM

The purpose of this real estate appraisal is to estimate the market value of the Town of Loxahatchee Grove's interest in the Conservation Easement area which the Town will use to establish a price for the release of the easement. To help establish this value, the unencumbered market value of the Parent Tract will first have to be determined. The Town of Loxahatchee Groves is considering releasing this Conservation Easement which would then give the owner of the Parent Tract full use (fee simple interest) of this area. This appraisal will be used to assist the Town in establishing this release price.

The Subject Property (Parent Tract) is vacant land containing 20.0 acres. The Parent Tract will first be valued using applicable land sales data. A land value analysis will be completed and a price per acre land value conclusion will be determined. The value of the Conservation Easement area will then be established using the price per acre value conclusion for the Parent Tract and considering the rights and allowable uses of the Conservation Easement area by the Town of Loxahatchee Groves and those rights and uses retained by the Property Owner.

The Subject site is zoned AR, Agricultural Residential by the Town of Loxahatchee Groves with an RR-5, 1 unit per 5 acre land use designation. This district allows for single family residences, agricultural related uses including equestrian uses etc. The underlying land use designation is agricultural / residential. The surrounding developments in the area consist primarily of rural residential, equestrian and agricultural uses with commercial uses along the primary roads with residential, multifamily, or recreational uses located behind these uses. The Subject zoning allows primarily residential, equestrian, and agricultural uses. Therefore, given the zoning and land use designation for the Subject Property as well as the existing immediate surrounding uses, a residential or equestrian use would be considered reasonable and probable and a legally permissible use.

EFFECTIVE DATE OF APPRAISAL

The effective date of this appraisal is December 2, 2025.

PALM BEACH COUNTY SUMMARY

The Subject Property is located in Palm Beach County, Florida.

Physical Characteristics

Palm Beach County is located along the southeast "Gold Coast" of Florida and is the second-largest county in the state and ninth in the nation east of the Mississippi River with a land area of 2,578 square miles, of which roughly 20% is within Lake Okeechobee and other wetland areas.

The county is rectangular-shaped and is bounded on the east by the Atlantic Ocean, on the west by Glades and Hendry Counties, on the south by Broward County, and on the north by Martin County. The geographic center of the county is +/-67 miles north of Miami and +/- 171 miles southeast of Orlando. Elevation averages 15' above sea-level. Natural habitat, moving from east to west, includes coastal beach dune ecosystems, pine flatlands, and freshwater wetland areas.



The county's renewable resources include 45 miles of coastline and an average year-round temperature of 75 degrees. Average temperature ranges from a low of 67 degrees to a high of 83 degrees. Winter temperatures are moderated by the Gulf Stream warm water current less than two miles offshore. These conditions have proven favorable for tourism, agriculture, and population in-migration.

Education

Palm Beach County School District is the tenth largest in the nation and the fifth largest in the State of Florida serving more than 193,000 students (this number includes students that attend non-District operated Charter Schools) who speak 150 languages and dialects. The School District is the largest employer in Palm Beach County. There are over 235 public schools including elementary schools, middle schools, high schools, ESE, alternative and charter schools available across the county. There are programs offered through virtual schools and adult education sites. There are also a variety of private schools serving the Palm Beach County from preschool through 12th grade.

Palm Beach County has several colleges, universities, and technical institutes. Palm Beach State College offers 4 year degrees and has five campuses having an estimated total enrollment of approximately 37,000 full (31%) and part-time (69%) students. Florida Atlantic University (FAU) is a 4-year college with six campuses with over 72% of students enrolled at the main campus in Boca Raton. FAU is a part of the state university system with approximately 30,000 students. Other higher-learning institutions include Lynn University with over 3,500 students and Palm Beach Atlantic University with over 4,200 students. Other schools have campuses located in Palm Beach County including Everglades University, Northwood University, South University, Keiser University, Nova Southeastern University and Barry University.

Transportation

Roads in the county essentially run east-west and north-south, forming a grid system over the eastern one-third of the county. Roadways that extend beyond the county's borders include State Road 80, State Road 710, Interstate 95, and Florida's Turnpike.

State Road 80 connects coastal Palm Beach County with the Glades and the west coast of Florida. This roadway was widened to four lanes from West Palm Beach to Belle Glade several years ago.

State Road 710 (Beeline Highway) runs from the West Palm Beach area of Palm Beach County and travels northwest into Martin County.

Interstate 95 is an interstate highway running from Florida to Maine. It serves as the main north/south artery in the county, transporting over 245,000 cars per day through Palm Beach County.

Florida's Turnpike is a toll road running from Wildwood to Miami. It serves a mix of tourist and local traffic. The Turnpike is generally parallel and to the west of Interstate 95. Several exits and all of the rest stops have recently undergone renovation.

Palm-Tran is a county-wide bus system serving all of the county and runs seven days a week.

Rail transport is via two carriers: Florida East Coast Railway and CSX Transportation. Both lines are primarily freight oriented with limited passenger service via Amtrak. The Tri-Rail commuter rail system services Dade, Broward, and Palm Beach counties for commuter travel between Miami, and West Palm Beach. Brightline is a high-speed rail system recently implemented between Miami and Orlando.

There are five public, general aviation airports in Palm Beach County and eight private airfields which serve local commercial/executive needs. The largest, Palm Beach International Airport (PBI), is centrally located southwest of the city of West Palm Beach, and eighteen airlines currently serve destinations in the continental United States and direct international flights to the Caribbean and Canada.

The PBI airport had total passengers of 8,621,136 for the twelve-month period ending October 2025 which increased 4.3% from the total passengers from the previous twelve-month period. The largest passenger carriers were Jet Blue, Delta, American Airlines, United, and Southwest. Other larger carriers included Breeze Aviation, Frontier, Spirit, Allegiant, Avelo, and BahamasAir.

The Port of Palm Beach is located due west of the Lake Worth inlet in Riviera Beach. The Port of Palm Beach is the fourth busiest container port of Florida’s 14 deepwater ports, and is the 18th busiest container port in the United States. The Port handles a variety of incoming and outgoing cargo including agricultural products, general cargo, oil and cement, and cruise line passengers. The Port of Palm Beach and its tenants combine to become one of the largest employers in Palm Beach County with many exports supporting the Caribbean. A Foreign Trade Zone has been in operation since 1987.

Economic Drivers

Population growth through in-migration is one of the primary economic drivers in the county. The county's year-round population was 1,320,124 in 2010. Projected population estimates are expected to continue to increase. The estimated population for Palm Beach County in April 2025 was 1,556,161. The medium projected estimate for 2030 is 1,643,400. The following page provides a breakdown of population estimates by municipality.

Area	April 1, 2025 Population Estimate	August 1, 2024 Population Estimate
Palm Beach County	1,556,161	1,545,905
Atlantis	2,138	2,135
Belle Glade	17,542	17,468
Boca Raton	100,897	100,560
Boynton Beach	82,937	82,393
Briny Breezes	494	498
Cloud Lake	139	137
Delray Beach	69,038	68,096
Glen Ridge	216	214
Golf	284	287
Greenacres	45,403	45,439
Gulf Stream	957	956
Haverhill	2,274	2,188
Highland Beach	4,279	4,287
Hypoluxo	2,670	2,672
Juno Beach	3,895	3,871
Jupiter	61,246	61,215
Jupiter Inlet Colony	410	412
Lake Clarke Shores	3,547	3,545
Lake Park	9,174	9,014
Lake Worth Beach	43,596	43,472
Lantana	12,248	12,239
Loxahatchee Groves	3,384	3,374
Manalapan	412	416
Mangonia Park	2,530	2,511
North Palm Beach	13,111	13,101
Ocean Ridge	1,819	1,810
Pahokee	5,612	5,666
Palm Beach	9,191	9,212
Palm Beach Gardens	64,547	62,469
Palm Beach Shores	1,295	1,283
Palm Springs	27,928	27,312
Riviera Beach	39,644	39,390
Royal Palm Beach	41,165	40,430
South Bay	4,982	4,984
South Palm Beach	1,466	1,465
Tequesta	6,116	6,093
Wellington	61,836	61,794
Westlake	6,685	6,419
West Palm Beach	126,944	125,401
UNINCORPORATED	674,110	671,677

Sources: 2025, 2024 US Census and Office of Economic and Demographic Research

Construction

Net absorption of the Palm Beach Office market turned positive in Q3 2025 (59,300 SF) being driven to Class A space. Construction activity remains strong highlighted by Sundy Village (99,200 SF) and additional 1,109,700 square feet still under construction in the county. Class A properties led the way with 96,700 square feet of positive absorption in Q3 and 253,400 square feet year-to-date. In contrast, Class B properties posted 37,400 square feet of negative absorption in Q3, and a cumulative loss of 211,100 square feet year-to-date. Sublease availability in Palm Beach County declined to 2.3% in Q3 2025. Source: CBRE - OFFICE Q3 2025.

Palm Beach's industrial market is facing supply pressure at the end of 2025 and leasing activity has slowed due to softer retail spending and ongoing tariff uncertainty. Year-to-date leasing is down nearly 500,000 square feet from the same period last year. However, early indications suggest the market could be strengthening. Niagara Bottling has secured 183,029 square feet at Palm Beach Park of Commerce, Building 1 driving absorption in the submarket which recorded the highest quarterly and year-to-date totals across the market. There is nearly 1.5 million square feet of industrial space under construction primarily across two submarkets, Boynton Beach and Delray Beach. Notable projects underway include Logistics Center at Delray (200,000 SF) and The District (474,000 SF). Source: CBRE Industrial 3Q 2025.

Palm Beach County remained a tight retail market at Q2, 2025, with an overall vacancy rate of 4.0%. At the same time, an availability rate of just 4.7% underscores the ongoing shortage of quality retail space across the county. Construction activity remained limited in 2025, with just over 140,000 square feet of new projects breaking ground in 2025. North County continued to lead all new developments, accounting for 95.0% of upcoming inventory reflecting both the migration of companies and high-income residents and the scarcity of developable land in the South County. Leasing activity increased 29.2% compared to the same period last year. However, a wave of vacancies led to net occupancy losses of 276,871 square feet. This recent trend, combined with a limited pipeline of new supply, suggests that absorption could remain modest through the end of 2025. Source: Cushman & Wakefield Retail Q2 2025.

The 2024 single family residential building permit activity reflects the highest numbers in Westlake, West Palm Beach, Palm Beach Gardens, Boca Raton, Delray Beach and unincorporated areas of the county. Multi-family building activity is concentrated in West Palm Beach, Delray Beach, Royal Palm Beach, Pahokee, and unincorporated areas of the county. For 2024, there were 2,629 building permits for single family units and 1,373 building permits for multiple family dwelling units, with a total units' value of $1,466,570,085. The building permit value decreased 15% from the previous year. Other new public and private construction projects in all sectors are ongoing in the county. For 2Q 2025, there are 706 building permits for single family units and 488 building permits for multiple family dwelling units. Source: Palm Beach County Planning & Zoning.

Health Care

Health care is one of Florida's fastest growing service sectors, employing over 500,000 of the state's service workers and generating almost $1.3 billion dollars in payrolls. Approximately 35,000 health care practitioners and workers are employed in Palm Beach County.

Palm Beach County has several acute-care hospitals including the regional Veterans Administration Medical Center. Included are two trauma centers - one at Delray Medical Center in Delray Beach, and the other at St. Mary's Medical Center in West Palm Beach.

There are numerous nursing homes available in Palm Beach County. In addition, there are Urgent Care Centers, Hospices, Public Health Clinics, Treatment Centers, and Adult Living Facilities to serve the needs of the growing population.

Tourism

Palm Beach County is one of Florida’s major destinations for business and leisure travelers, according to thePalmBeaches.com. The county visitor industry employs more than 90,000 people and contributes more than $10.5 billion annually to the economy. There were 10.6 million visitors during the county’s recently completed fiscal year, which occurred from October 1, 2024, through September 30, 2025 up from the previous record of 9.6 million visitors in the last fiscal year and reflects an estimated economic impact of $11.3 billion, reinforcing the region’s reputation as Florida’s premier destination for leisure, wellness, sports, cultural, and business travel in the tri-county area. Thanksgiving kicked off the destination’s “high season,” with many travelers coming to The Palm Beaches.

Hotel room night revenue also surged, reaching $1.32 billion, an 11.6% increase year-over-year (2024 to 2025) making Palm Beach County ranked second in the state, behind only Tampa Bay/Hillsborough County, and reflects strong demand across leisure, group and wellness segments. Palm Beach County's revenue per available hotel room, or RevPAR, outpaced the state during the last fiscal year. The county's revenue was $188 per available room, compared to $134 for the state. The $188 RevPAR figure also is up nearly 11% from the prior year's $170 figure according to thePalmBeaches.com. Notably, Palm Beach County hotels saw a 17% surge in RevPAR in January 2025, nicknamed the “Trump bump,” according to data from CoStar 1Q 2025.

Agriculture

Commercial agricultural production is one of Palm Beach County's major core industries and employer. Two major crops in Palm Beach County are sugar and citrus. Agricultural production is expected to remain a vital segment of the Palm Beach County economy however, coastal farmland acreage is gradually declining as urbanization spreads westward.

In addition, Palm Beach County's Equestrian community is one of the country's premier locations for polo, jumpers, and dressage. Additionally, there is an extensive private recreational horse population.

Employment

An analysis of workforce and demographic characteristics, including commuting patterns of Palm Beach County was conducted to provide economic data on the population and labor force living or working in the county. A detailed examination of commuting patterns for Palm Beach County shows that the county has a net inflow of 24,303 workers with approximately 32.0% of workers who reside in Palm Beach County employed outside the county. Palm Beach County was ranked 61 of 67 for the highest outflow rankings among Florida counties. Of the 173,031 Palm Beach County workers employed outside the county, the top destination counties are Broward County (76,116 workers) and Miami-Dade County (31,281 workers). Of the 197,334 Palm Beach County workers living outside the county, the top origin counties are Broward County (70,988 workers), Miami-Dade County (29,394 workers), and St. Lucie County (16,348 workers). Source: Florida Department of Economic Opportunity

Unemployment was 4.4% as of August 2025 up from 3.8% in August 2024 with a labor force of 782,056 in August 2025 up from 781,591 in August 2024.

According to the Business Development Board of Palm Beach County, the Top Employers for 2024-2025 are listed below.

GOODS PRODUCING

Palm Beach County boasts some of the finest manufacturers in the world. Their presence is a strong indication of the county's ability to support industry. Although the county has a variety of producers, there are distinct industry clusters. The most prevalent are: communications & information technology; aerospace & engineering; agriculture & food processing; business & financials services and life sciences, including medical & pharmaceutical products. Many of the country's industrial employers are competing on a worldwide basis with products sold in the international market. Below is a list of some of the largest quality companies that have chosen Palm Beach County as a business location.

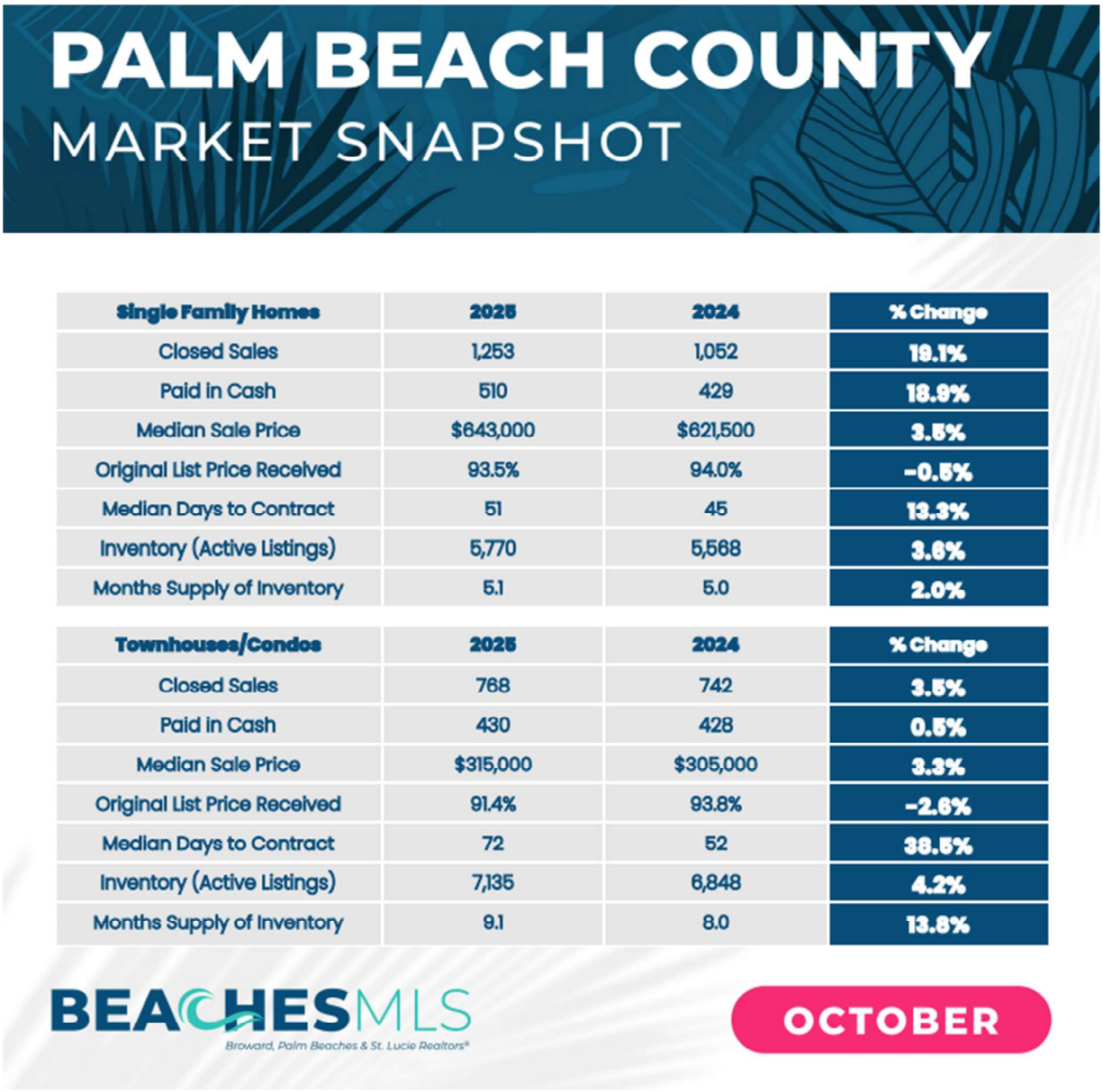
COMPANY	APPROX. EMPLOYEES	PRODUCT	LOCATION
Florida Crystals Corporation (Headquarters)	2,000*	Agriculture	West Palm Beach
Pratt & Whitney, an RTX company	2,000	Aerospace Engineering	West Palm Beach
U.S. Sugar	1,300*	Agriculture	Belle Glade
Lockheed Martin and Sikorsky, a Lockheed Martin Company	1,052	Aerospace Engineering & Helicopters	Riviera Beach West Palm Beach
Cheney Brothers	1,050*	Food Distribution	Riviera Beach
TBC Corporation (Headquarters)	870*	Tire Distribution	Palm Beach Gardens
ZimVie Dental & Spine	854*	Dental Implants	Palm Beach Gardens
Johnson Controls	741*	Security System Manufacturing	Boca Raton/West Palm Beach
Walgreens Distribution	600*	Pharmaceutical Distribution	Jupiter
IBM Corp.	600*	Electronics R&D	Boca Raton
Sugar Cane Growers Cooperative	550	Agriculture	Belle Glade
Aerojet Rocketdyne, an L3Harris Technologies Company	510	Aerospace Engineering	West Palm Beach
ADT Security Services (Headquarters)	500*	Security System Manufacturing	Boca Raton/West Palm Beach
Belcan Engineering Group, LLC	396	Aerospace Engineering	Palm Beach Gardens
PSM a Hanwha Company	380	Turbine Parts Manufacturing	Jupiter
US Foods	374*	Food Distribution	Boca Raton
Newell Brands – Appliances and Cookware Division (Headquarters)	350*	Small Appliance Manufacturing	Boca Raton

SERVICE PROVIDING

Service companies, both public and private, large and small, support the area's residents and businesses. There are roughly 65,572 companies in Palm Beach County that supply products and services. In the services producing sector of the economy, a strong cluster of companies is found in business and financial services. This cluster represents more than 25,914 companies. Below is a list of just a few of the major service-oriented employers in Palm Beach County

COMPANY	APPROX. EMPLOYEES	PRODUCT	LOCATION
Palm Beach County School District	22,218	Education	County Wide
Florida Atlantic University	6,335	Higher Education	Boca Raton
Palm Beach County Board of County Commissioners	5,873	County Government	West Palm Beach
Tenet Coastal Division Palm Beach County	5,734*	Health Care	Countywide
NextEra Energy, Inc. - the parent company of FPL (Headquarters)	5,598	Utilities	Juno Beach
Baptist Health South Florida	3,135*	Health Care	Boynton Beach/Boca
Veterans Health Administration	2,948	Health Care	West Palm Beach
HCA Florida Healthcare	2,612	Health Care	Countywide
Jupiter Medical Center	2,540	Health Care	Jupiter
The Breakers Palm Beach	2,300	Hotel	Palm Beach
Office Depot (Headquarters)	2,000*	Office Supplies	Boca Raton
City of Boca Raton	1,810*	City Government	Boca Raton
City of West Palm Beach	1,725	City Government	West Palm Beach
Allied Universal Security Services (Headquarters)	1,451*	Security Services	Jupiter
South Florida Water Management District	1,371*	Regional Government	Countywide
Wellington Regional Medical Center	1,360	Health Care	Wellington
Palm Beach State College	1,157	Higher Education	Lake Worth
Bank of America	1,000	Banking	Countywide
Wells Fargo & Company	945*	Financial Services	Countywide
NCCI (Headquarters)	800*	Insurance Actuarial	Boca Raton

Residential



Single Family Homes	2025	2024	% Change
Closed Sales	1,253	1,052	19.1%
Paid in Cash	510	429	18.9%
Median Sale Price	$643,000	$621,500	3.5%
Original List Price Received	93.5%	94.0%	-0.5%
Median Days to Contract	51	45	13.3%
Inventory (Active Listings)	5,770	5,568	3.6%
Months Supply of Inventory	5.1	5.0	2.0%

Townhouses/Condos	2025	2024	% Change
Closed Sales	768	742	3.5%
Paid in Cash	430	428	0.5%
Median Sale Price	$315,000	$305,000	3.3%
Original List Price Received	91.4%	93.8%	-2.6%
Median Days to Contract	72	52	38.5%
Inventory (Active Listings)	7,135	6,848	4.2%
Months Supply of Inventory	9.1	8.0	13.8%

Over the past several years, the real estate market had been trending upward with sales prices and rental rates increasing and vacancy rates declining. However, certain market segments appear to have stabilized or softened as a result of higher interest rates, and there continues to be uncertainty in the economy as a result of covid variants, inflation pressures, higher interest rates, supply chain shortages, and additional uncertainty with the new trade tariffs and the recent federal government shutdown. The long-term effects on the Palm Beach County market have yet to be determined.

AREA/NEIGHBORHOOD ANALYSIS

The Subject is located in the Loxahatchee Groves area of a rural area of Palm Beach County, Florida. The surrounding communities include unincorporated western Palm Beach County area (Acreage), the Town of Royal Palm Beach, the City of Westlake, and the Village of Wellington. The Town of Loxahatchee Groves is located just west of Royal Palm Beach and north of Wellington. The neighborhood boundaries are roughly Northlake Boulevard to the north, Southern Boulevard to the south and west, and State Road 7 to the east.

The Town of Loxahatchee Groves became a municipality in 2006 to maintain their rural residential flavor during continued expanding in the western area of Palm Beach County. The majority of the Town is zoned agricultural / residential with some commercial and multiple use zoned properties concentrated along the southern boundary of the Town along Southern Boulevard. The town borders the newly established City of Westlake to the north. The surrounding communities of Wellington, Loxahatchee, Royal Palm Beach, and a large unincorporated area have had exponential growth over the last ten years. The Subject's larger western neighborhood area primarily dominated by single family residences is anticipated to continue with redevelopment to include more types of commercial businesses and public services to support the needs of the growing population.

Primary roadways in the area consist of Northlake Boulevard, Okeechobee Boulevard, Forest Hill Boulevard, Southern Boulevard, State Road 7, the Florida Turnpike, Seminole-Pratt Whitney Road, and the Bee Line Highway (SR 710). Access to the Florida Turnpike is at Okeechobee Boulevard, Southern Boulevard or the Bee Line Highway. Access to I-95 is available on Northlake Boulevard, Okeechobee Boulevard, Southern Boulevard or Forest Hill. Southern Boulevard is a primary east/west artery that serves Palm Beach County from West Palm Beach to the western communities of Belle Glade, Pahokee, and South Bay.

The Village of Wellington which is a world-renowned equestrian location. Palm Beach International Equestrian Center (PBIEC) in the Wellington area is considered the most recognizable equestrian sporting venue in the United States. It encompasses a total of 500 acres. PBIEC has two core facilities, the Main Grounds and Equestrian Village, which collectively contain over 18 competition arenas, a derby field and one of the largest covered arenas in the world. Both show grounds are operated from August through June at PBIEC, including the Winter Equestrian Festival, a five-week Spring series, an eight-week Summer series, a seven week Fall series, and a seven-week Holiday series. The Winter Equestrian Festival (WEF) is the largest and longest-running circuit in horse sport.

The International Polo Club Palm Beach is the premier polo destination in the world, hosting the largest field of high-goal teams and the most prestigious polo tournaments in the United States. Polo enthusiasts visit each winter season to enjoy their love of the sport in the most prominent and well-equipped polo facility. Polo matches are open to the public, with a wide range of hospitality and guest seating that includes elegant grandstand viewing, field tailgating, stadium seating, field-side champagne brunch at The Pavilion, and exclusive sponsor boxes.

AREA/NEIGHBORHOOD (CONT'D)

Medical facilities in the Subject's area include the Palms West Hospital on Southern Boulevard and the Wellington Regional Medical Center located at the northeast corner of Forest Hill Boulevard and State Road 7.

Shopping is adequate, with many community shopping centers in Royal Palm Beach, West Palm Beach, and Wellington, including the regional Mall at Wellington Green, located at the southwest corner of State Road 7 and Forest Hill Boulevard. The 130 acres surrounding the mall features 650,000 square feet of mixed-use development.

Palm Beach State College's western campus is on a 75-acre tract located at the northwest quadrant of Southern Boulevard and "B" Road constructed in 2017 and located in Loxahatchee Groves.

In addition to the commercial development planned for the area, there are several large sale residential developments that have been approved and/or are currently under construction;

Westlake is a municipality (2016) located on the former Callery Judge grove north of Okeechobee Boulevard on the east and west sides of Seminole Pratt-Whitney Road. A comprehensive master plan was developed in 2018 for the community to support the growing population. The plan incorporates approximately 4,546 homes and 2.2 million square feet of non-residential development along both sides of Seminole Pratt-Whitney Road.

Arden is a 1,209 acre development located along the north side of Southern Boulevard. The project is a 2,000 single family residential community and features a 176 acre lake, 20 miles of trails and green space, community farm, recreation fields, and clubhouse with pool and fitness.

Avenir is a development located north of Northlake Boulevard in northwest Palm Beach County. The project encompasses 7.4 square miles approved for 3,985 residential units. In addition to the residential community, the project includes 1.8 million square feet of professional office space, 200,000 square feet of medical office space, a hotel, and 300,000 square feet of commercial space.

Indian Trails Grove consists of 4,900 acres located west of 180th Avenue N. and south of Hamlin Road. This is a large-scale project was approved for approximately 3,900 residential units and 350,000 square feet of commercial space. Construction has not started. Indian Trail Improvement District is considering becoming a municipality and anticipates including this project and the larger unincorporated area known as the Acreage.

AREA/NEIGHBORHOOD (CONT'D)

Residential data from MLS is shown below;

Local Market Update – October 2025

REALTORS
BROWARD | PALM BEACHES | ST. LUCIE

Loxahatchee Groves

Single Family	October			Year to Date		
Key Metrics	2024	2025	% Change	10-2024	10-2025	% Change
Closed Sales	30	**32**	+ 6.7%	299	**302**	+ 1.0%
Median Sales Price*	$672,429	**$708,500**	+ 5.4%	$700,000	**$695,348**	- 0.7%
Average Sales Price*	$709,489	**$779,173**	+ 9.8%	$765,525	**$801,385**	+ 4.7%
Dollar Volume	$21,284,656	**$24,933,533**	+ 17.1%	$228,891,897	**$242,018,413**	+ 5.7%
Percent of Original List Price Received*	93.7%	**92.5%**	- 1.3%	94.3%	**93.0%**	- 1.4%
Median Time to Contract	59	**90**	+ 52.5%	52	**70**	+ 34.6%
Pending Sales	25	**32**	+ 28.0%	301	**337**	+ 12.0%
New Listings	43	**49**	+ 14.0%	504	**516**	+ 2.4%
Inventory of Homes for Sale	154	**142**	- 7.8%	—	—	—
Months Supply of Inventory	5.4	**4.5**	- 16.7%	—	—	—

Townhouse/Condo	October			Year to Date		
Key Metrics	2024	2025	% Change	10-2024	10-2025	% Change
Closed Sales	5	**3**	- 40.0%	31	**31**	0.0%
Median Sales Price*	$521,000	**$558,230**	+ 7.1%	$529,900	**$530,000**	+ 0.0%
Average Sales Price*	$547,254	**$547,257**	+ 0.0%	$544,823	**$537,008**	- 1.4%
Dollar Volume	$2,736,270	**$1,641,770**	- 40.0%	$16,889,515	**$16,647,248**	- 1.4%
Percent of Original List Price Received*	94.1%	**97.2%**	+ 3.3%	96.3%	**95.0%**	- 1.3%
Median Time to Contract	25	**12**	- 52.0%	31	**16**	- 48.4%
Pending Sales	4	**2**	- 50.0%	28	**36**	+ 28.6%
New Listings	6	**4**	- 33.3%	34	**51**	+ 50.0%
Inventory of Homes for Sale	3	**10**	+ 233.3%	—	—	—
Months Supply of Inventory	1.2	**2.8**	+ 133.3%	—	—	—

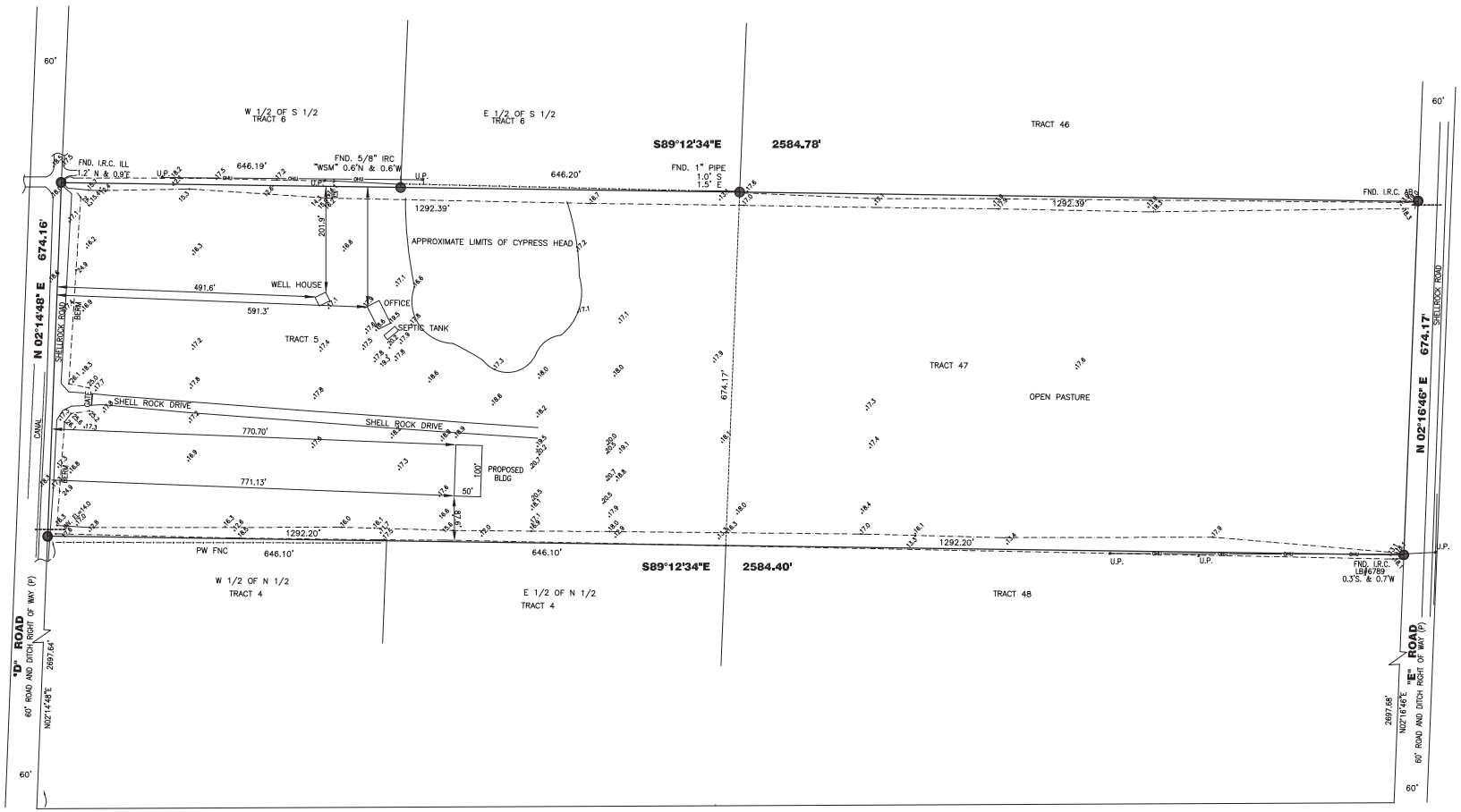
* Does not account for seller concessions. Percent change may be extreme due to small sample size. Dash (–) means no activity to report on for specified time period.

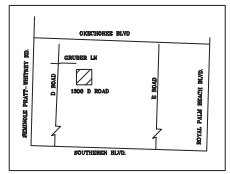
Conclusion

In summary, the immediate neighborhood should retain its rural characteristics but the greater surrounding area is anticipated to continue to develop over the next several years. Interest in the area should remain high with the large scale residential projects planned or under construction in the area. With the development of these projects, new commercial uses are anticipated to follow the growing residential base.



AERIAL





LOCATION MAP

LEGAL DESCRIPTION:

TRACTS 5 & 47, BLOCK D OF LOXAHATCHEE GROVES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
CONTAINING 1,741,857.4 SQUARE FEET OR 39.99 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE POLICY OR ABSTRACT. THERE MAY EXIST EASEMENTS AND OTHER MATTERS WHICH MAY AFFECT THE USAGE OF THE LANDS AS SHOWN HEREON.
2. THIS BOUNDARY & TOPOGRAPHIC SURVEY MEETS THE ACCURACY REQUIREMENTS OF THE STANDARDS OF PRACTICE IN CHAPTER 5J-17.051 OF THE FLORIDA ADMINISTRATIVE CODES.
3. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT ADDRESSED AS A PART OF THIS SURVEY. ONLY VISIBLE ABOVE GROUND IMPROVEMENTS HAVE BEEN SHOWN. THERE MAY EXIST UNDERGROUND UTILITIES , FOUNDATIONS OR OTHER MATTERS WHICH HAVE NOT BEEN REFLECTED ON THIS SURVEY.
4. ADDITIONS AND/OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING SURVEYOR IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THIS OFFICE.
5. WRITTEN DIMENSIONS EXPRESSED IN FEET AND DECIMAL PARTS THEREOF, BASED ON U.S. SURVEY FOOT. TAKE PRECEDENCE OVER SCALED DIMENSIONS AND DISTANCES ARE NOT TO BE SCALED FOR CONSTRUCTION AND/OR DESIGN PURPOSES.
6. THIS MAP, AS DEPICTED IN ITS GRAPHIC FORM, BEARING THE SIGNATURE AND SEAL OF THE SURVEYOR, IS THE OFFICIAL DOCUMENT OF THE LANDS AS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCE BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE MAP.
7. THIS SURVEY IS PREPARED FOR THE PARTIES AS STATED HEREON AND IS NOT ASSIGNABLE TO OTHER PARTIES WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR.
8. THIS SURVEY DOCUMENT, AS AN INSTRUMENT OF SERVICE, IS INTENDED FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED AND CERTIFIED. REUSE AND/OR RELIANCE UPON THIS DOCUMENT FOR ANY OTHER PURPOSE WITHOUT WRITTEN AUTHORIZATION AND ADAPTION BY DEAN SURVEYING & MAPPING, INC., SHALL BE WITHOUT LIABILITY TO DEAN SURVEYING & MAPPING, INC.
9. ELEVATIONS AS SHOWN HEREON ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE BASED UPON THE NORTH AMERICAN VERTICAL DATUM OF 1988. REFERENCE BENCHMARK IS PALM BEACH COUNTY DISK DESIGNATED TOKEE 9–1† WHICH HAS A PUBLISHED ELEVATION OF 18.598 (NGVD 1929=20.078)

GRAPHIC SCALE
100 0 100
(IN FEET)
1 inch = 100 ft.

Legend

Indicates Set 1/2" Iron Rod & Cap #LB6936	Indicates Sanitary Gate Valve	(D)	Indicates Deed Dimension
Indicates Found Iron Rod & Cap	Indicates Water Valve	(P)	Indicates Plat Dimension
Indicates Found Concrete Monument	Indicates Water Service	(M)	Indicates Measured Dimension
Indicates FP&L Pedestal	Indicates Sanitary Cleanout	(±)	Indicates Plus or Minus
Indicates Electric Service	O.R.B. official record book		Indicates Well
P.O.C. Indicates Point Of Commencement	R Indicates Radius		Indicates Drainage Manhole
P.O.B. Indicates Point Of Beginning	D Indicates Delta Angle		Indicates Sanitary Manhole
Indicates Wood Utility Pole	—OHUL— Indicates Overhead Utility Lines		Indicates Manhole
Indicates Concrete Power Pole	Indicates Wooden Fence		Indicates Cable TV Pedestal
Indicates Pole Anchor	Indicates aluminum rail		Indicates S.B.T&T Pedestal
Indicates Catch Basin	Indicates Light Pole	P.U.E.	Indicates Public Utility Easement
		P.D.E.	Indicates Public Drainage Easement

BOUNDARY & TOPOGRAPHIC SURVEY Prepared for:
SOHAIL QUARESHI

ADDRESS: 1300 D ROAD, LOXAHATCHEE, FL 33470

PROPERTY LIES IN FLOOD ZONE AE–17.5 AS PER NATIONAL FLOOD INSURANCE PROGRAM RATE MAP 12099C0534F

NOTE:
This drawing is not valid without embossed seal or Digital Signature of Surveyor.

Survey is based upon description as furnished by client. Only filed plat data is shown, unless stated otherwise.

Richard N Dean
Digitally signed by Richard N Dean
Date: 2018.08.28 11:20:39 -04'00'

RICHARD N. DEAN
Professional Surveyor & Mapper
Florida Certificate No. 4406
L.B. 6936

Dean Surveying and Mapping, Inc.
"The Measuring Line Shall Go Forth" Jeremiah 31:39
4201 Westgate Ave.
Suite A3
West Palm Beach, Florida 33409
Tel:(561)625-8748 Facsimile (561)626-4557

FIELD:	B.P./L.J.	DATE:	08–10–18
DRAWN:	S.K.	SCALE:	1" = 100'
SHEET:	1 of 1	JOB No.:	018–712

DESCRIPTION OF REAL ESTATE APPRAISED
(PARENT TRACT)

SIZE AND SHAPE

The Parent Tract consists of a rectangular shaped 20.0-acre parcel located on the west side of E Road, south of Okeechobee Boulevard in Loxahatchee Groves. According to the owner-provided survey, the approximate dimensions for the Parent Tract are 674.17' x 1,292.29'. The dimensions for the Conservation Easement area, as indicated by the survey included within the recorded document, are approximately 200' x 462' feet, and the size is estimated at 92,400 square feet or 2.12 acres.

LOCATION AND ACCESSIBILITY

The Subject Parent Tract is located on the west side of E Road, approximately 5,000 feet north of Southern Boulevard (SR 80) in Loxahatchee Groves. E Road is a north/south roadway connecting to east/west roadways Southern Boulevard to the south and Okeechobee Boulevard to the north. Currently, there is no access to the Subject Property, and the owner has been accessing the site through the adjacent property to the west. To establish legal access, an access drive / culvert will have to be constructed over the canal adjacent to and west of E Road. The approximate cost will likely cost in the range of $125,000 to $150,000, but the exact cost cannot be determined without obtaining several quotes from local contractors which can often vary significantly.

ENVIRONMENTAL ISSUES

We are not experts nor do we claim to be experts in the field of environmental contamination. Based on our inspection of the site, no evidence of contamination was noted. We were not supplied with an environmental survey of the property. We have appraised the site assuming no significant contamination exists. However, the client should be aware that the Parent Tract was used for agricultural purposes, and pesticide and other chemicals and petroleum products are often used in the agricultural production process.

PUBLIC UTILITIES

This site area is serviced with well and septic systems. Electrical service is provided by Florida Power & Light and various private contractors provide communication services. All other municipal services are also available to the site provided by Palm Beach County.

EASEMENTS, ENCROACHMENTS OR RESTRICTIONS

A survey was provided by the owner that included the Parent Tract as well as the adjacent property to the west. Based on an inspection of the property, there do not appear to be any adverse easements or encroachments except the recorded Conservation Easement containing 92,400 square feet of 2.12 acres. A current survey would be recommended to verify the existence of any other potential adverse easements or encroachments. I have assumed no adverse easements or encroachments exist.

SITE DATA (CONT'D)

ZONING / LAND USE

The Subject site is zoned AR, Agricultural Residential by the Town of Loxahatchee Groves. This district allows for single family residences, agricultural related uses including equestrian uses etc. The land use designation is RR-5, and the maximum allowable density for this zoning and land use designation is one unit per five acres. For more details on this zoning refer to the addenda.

CONCURRENCY

In 1985, the Florida Legislature enacted the Local Government Comprehensive Planning and Land Development Regional Act (Chapter 163, Part II, Florida Statutes), commonly referred to as the "Growth Management Act". Pursuant to Section 163.3177 (10) (h), F.S., "it is the intent of the Legislature that public facilities and services needed to support development shall be available concurrent with the impacts of such development." From this statement, the term, the term "concurrency" was derived, and is commonly used to refer to the above legislation and its requirements. The basis of the concurrency concept is Rule 9J-5.0055 of the Florida Administrative Code.

In 2011 the "Community Planning Act" was passed as HB 7207. This legislation significantly limits the role of state agencies and giving greater autonomy to local municipalities in regards to concurrency issues. It revises or removes some of the key hurdles for many development projects, including demonstrated "need" and state-mandated concurrency for transportation, schools, and parks and recreation facilities. The Act also incorporates substantial changes to Chapter 380 that should result in fewer projects being required to go through the Development of Regional Impact (DRI) process.

Municipalities are encouraged to continue to follow professional guidelines on concurrency issues to ensure that facilities and services needed to support development are available concurrent with the impacts of such development. Many of the basic requirements and features of the current law will remain, but the changes will provide opportunities for existing, pending and new development projects and will allow local governments more flexibility and control at the local level.

We have assumed concurrency will not restrict developing the Subject Property to its Highest and Best Use if the site were vacant.

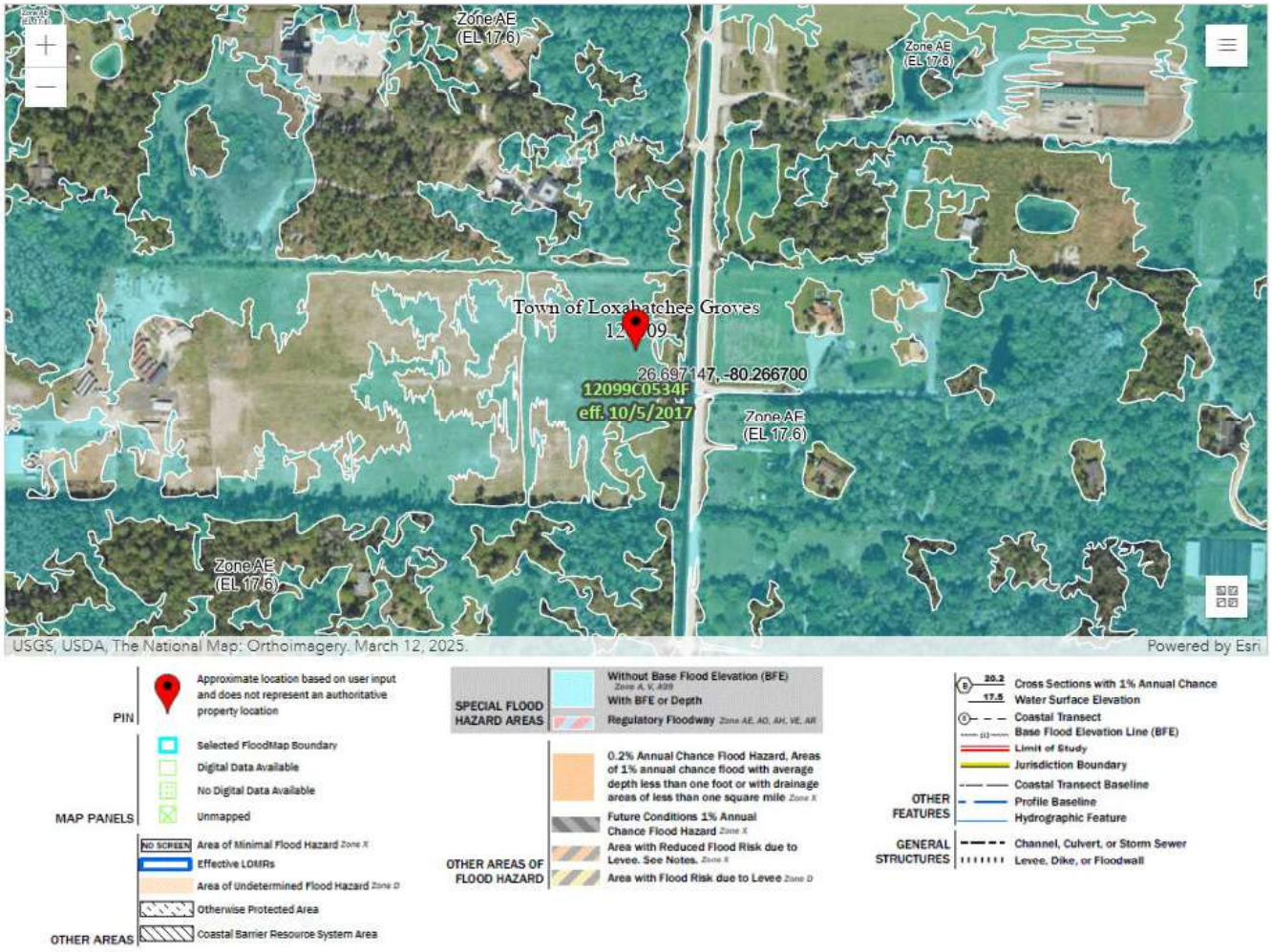
CENSUS TRACT

The site is located in Census Tract 0078.51. The 2025 estimated population for this tract is 4,087. The 2025 estimated Median Family Income for this tract is $132,315. The total housing units are 1,430 with 1,001 units being owner occupied, 209 being renter occupied, and 220 vacant. Median housing age is 34 years.

SITE DATA (CONT'D)

FLOOD ZONE

The site lies within Flood Zones "AE" and "X", Community Map Panel #12099C0534F, dated October 5, 2017. A Flood Zone "AE" classification typically requires flood insurance, while an "X" Flood Zone classification typically does not require flood insurance.



FLOOD MAP

SITE DATA (CONT'D)

ASSESSED VALUATION AND TAXES

The 2025 real estate taxes are as follows:

Folio #41-41-43-17-01-447-0010

Market Land Value:	$1,559,750
Assessed Value:	$178,000
Taxable Value:	$178,000
Taxes:	$7,875

The 2025 taxes have been paid. According to the Public Records, there are no prior year's delinquent taxes noted. As long as ownership of the property remains the same, the maximum annual increase in the Assessed Value is 10% for non-homesteaded properties and 3% for homesteaded properties.

IMPROVEMENTS

The Subject Parent Tract is currently a cleared vacant site but has not been leveled and had previously been used for agricultural purposes. The Conservation Easement area was heavily treed and covered in vegetation but appears to have been cleared in 2014 – 2015 when the remaining agricultural area was cleared.

HIGHEST AND BEST USE

Highest and Best Use is defined by The Appraisal Institute in the publication Real Estate Appraisal Terminology as follows (abbreviated):

> ***Highest and Best Use:*** *That reasonable and probable use that will support the present value as of the effective date of the appraisal. Alternatively, that use, from among the reasonable, probable, and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in the highest land value.*

A proper analysis of the Highest and Best Use of a site is to examine each segment of the definition.

AS VACANT

The Parent Tract is located in Loxahatchee Groves. Given the surrounding land uses in the area which are primarily residential/equestrian or agricultural related uses and the Subject's proximity to Wellington's renowned equestrian community, the most reasonable and probable use for the site would be a residential/equestrian related development. Interest in the Loxahatchee Groves area has increased over the past several years because it is close to the World Renown Wellington Equestrian area, but land in Loxahatchee Groves is currently priced significantly lower than in Wellington. The Loxahatchee Groves area is continuing to transition from an agricultural/nursery area to more equestrian and residential in nature.

The site is zoned AR, Agricultural Residential by the Town of Loxahatchee Groves. The size of the site at 20.0 acres and the rectangular shape of the site are adequate for a residential/equestrian related use. Given the zoning and land use designation, the Parent Tract could be subdivided into four – five acre lots. We are not aware of any unusual physical characteristics associated with the site that would prohibit development of the site with the exception of the Conservation Easement.

The last and perhaps the most important segment of the highest and best use definition is that the use must be appropriately supported and financially feasible. Most properties within the size range of the Parent Tract have been purchased or developed by users with the exception of a few that have been subdivided into smaller five acre lots to be sold off separately. For an owner/user development, feasibility is typically based upon the utility the property will have for the buyer's particular use and not based upon the resale or income potential of the property.

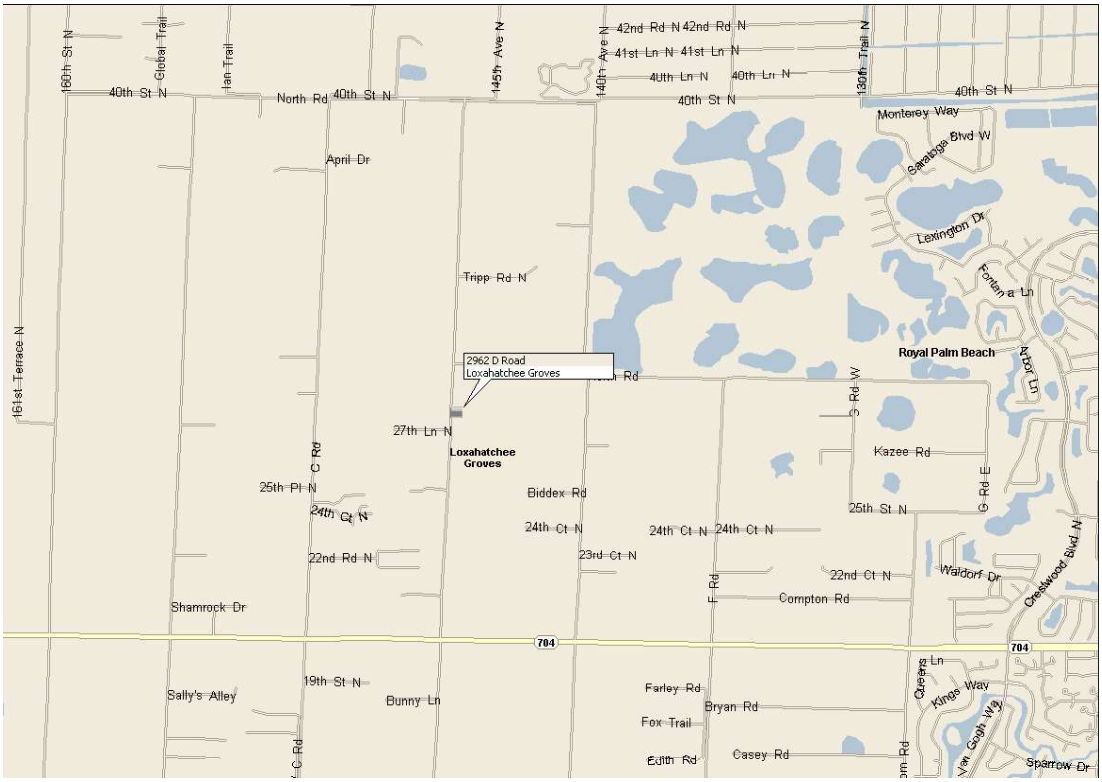
Conclusion As Vacant

Based on our analysis, the Highest and Best Use for the 20.0-acre site is a residential/equestrian related use.

VALUATION METHODS

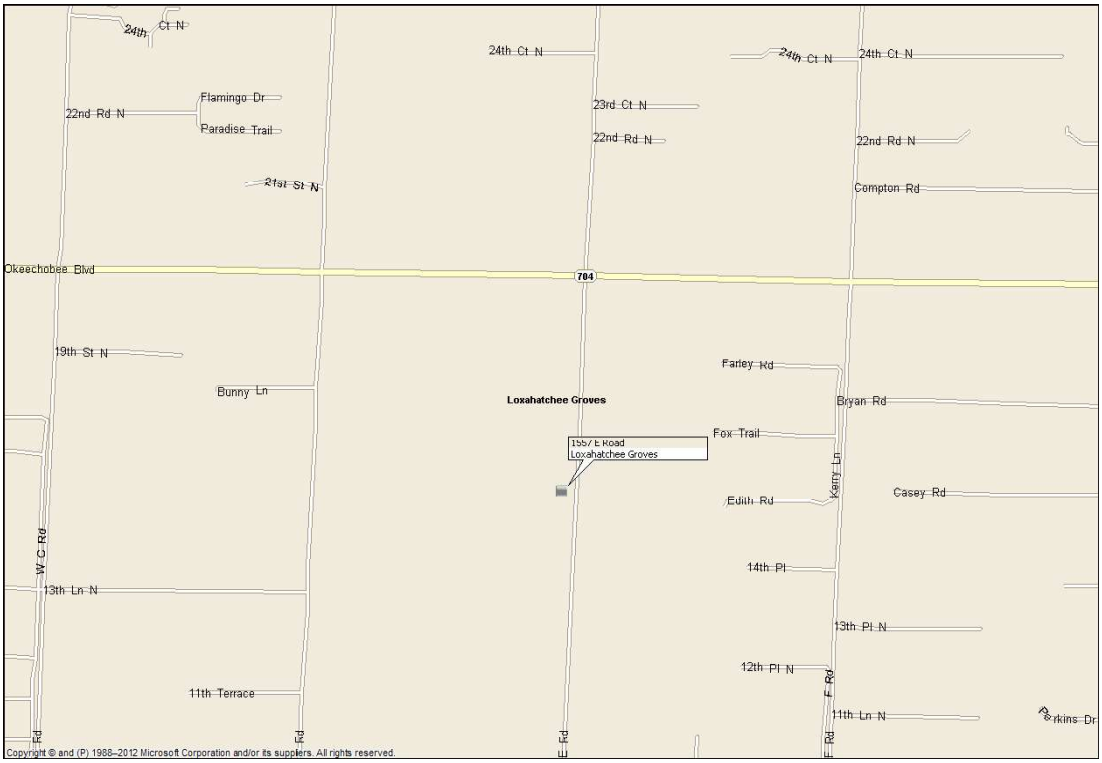
In estimating the market value of the Subject Property, one of the three Approaches to Value – Sales Comparison Approach was utilized and analyzed.

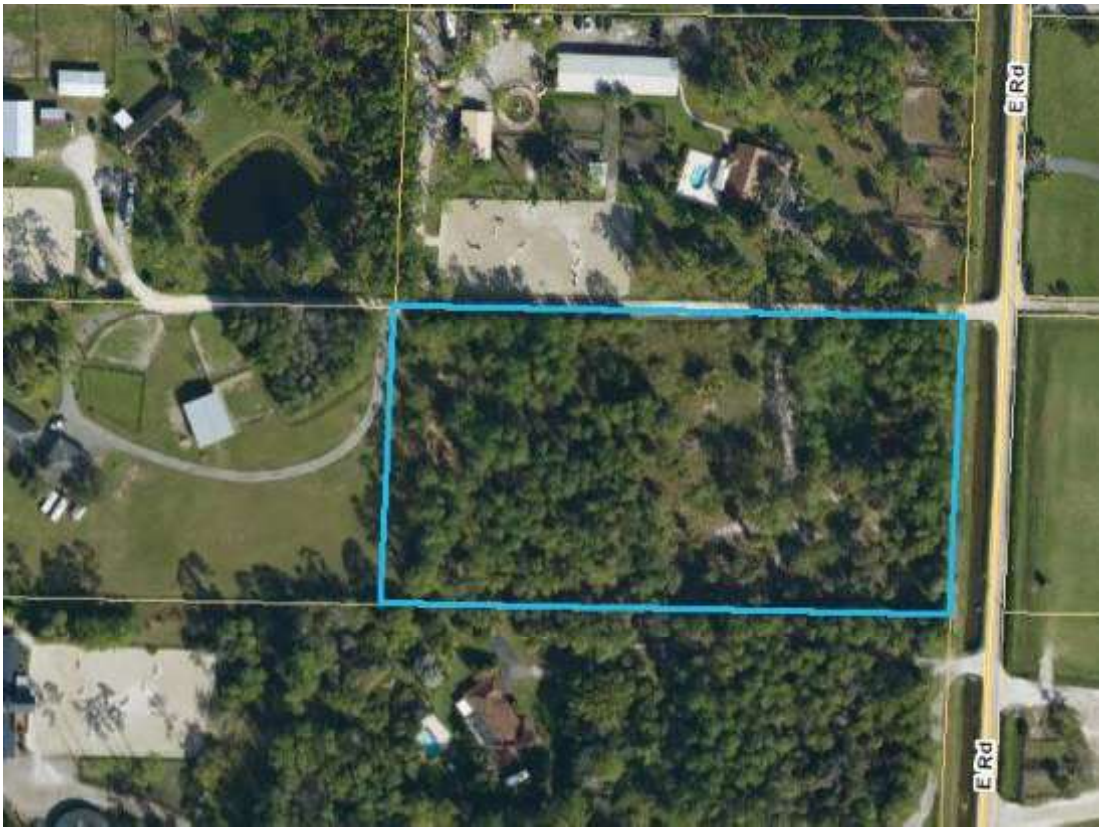
SALES COMPARISON APPROACH - The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.


160th St N
Global Trail
Ian Trail
40th St N
North Rd
145th Ave N
140th Ave N
42nd Rd N
41st Ln N
40th Ln N
130th Trail N
Monterey Way
Saratoga Blvd W
April Dr
Lexington Dr
Fontana Ln
Tripp Rd N
161st Terrace N
2962 D Road
Loxahatchee Groves
Royal Palm Beach
Arbor Ln
27th Ln N
Loxahatchee Groves
C Rd
25th Pl N
24th Ct N
Biddex Rd
Kazee Rd
G Rd W
G Rd E
25th St N
22nd Rd N
23rd Ct N
F Rd
22nd Ct N
Waldorf Dr
Crestwood Blvd N
Compton Rd
Shamrock Dr
704
Queens Ln
Kings Way
19th St N
Sally's Alley
Bunny Ln
Farley Rd
Bryan Rd
Fox Trail
Van Gogh Way
Edith Rd
Casey Rd
Sparrow Dr

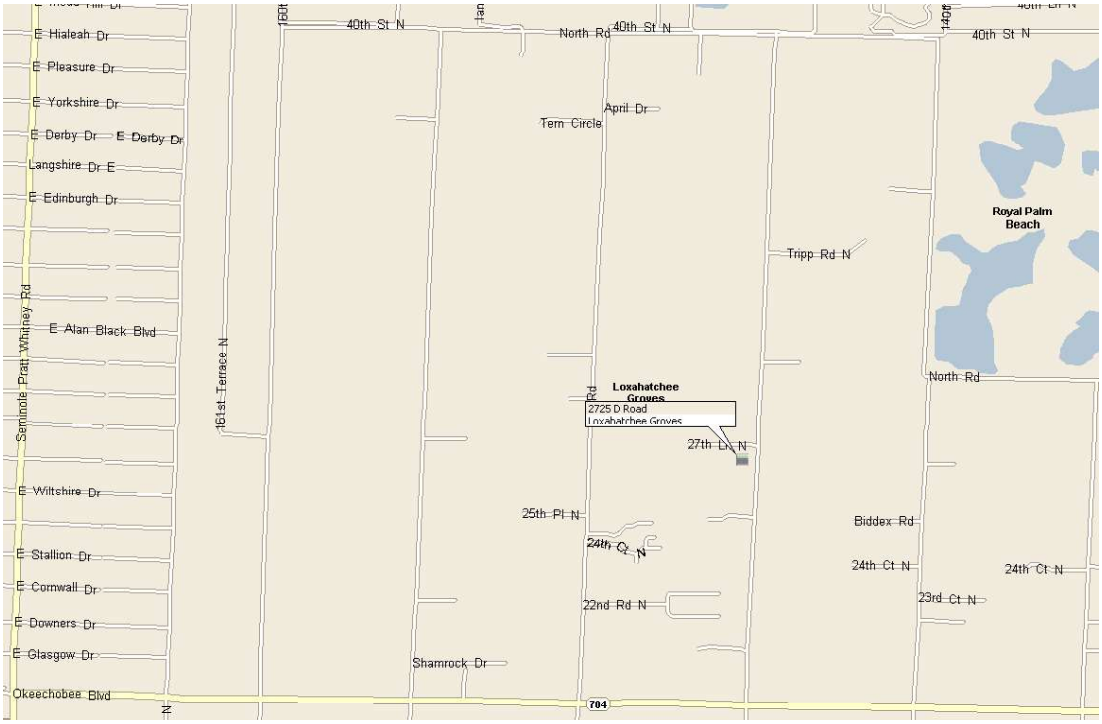

30th Ct N
D Rd
27th Ln N

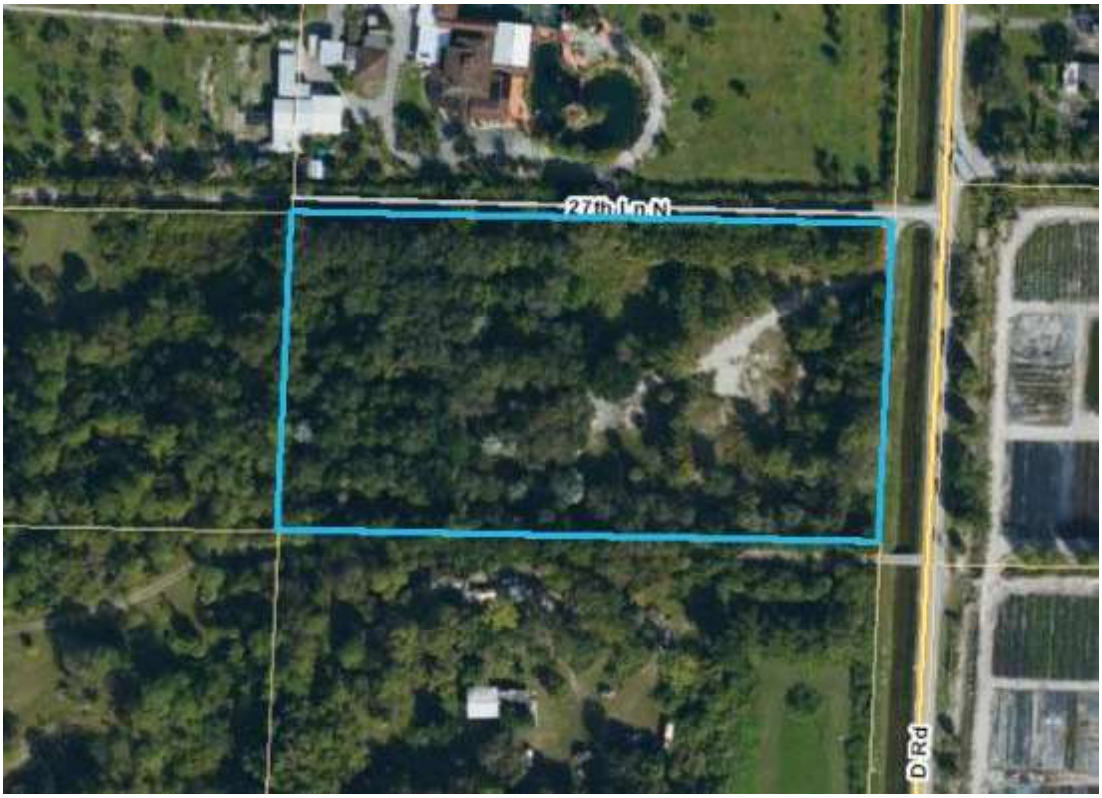
SALE #1


24th Ct N
24th Ct N
24th Ct N
24th Ct N
Flamingo Dr
22nd Rd N
Paradise Trail
23rd Ct N
22nd Rd N
22nd Rd N
21st St N
Compton Rd
Okeechobee Blvd
704
19th St N
Farley Rd
Bunny Ln
Loxahatchee Groves
Bryan Rd
Fox Trail
155th Road
Loxahatchee Groves
Kerry Ln
Edith Rd
Casey Rd
W C Rd
14th Pl
13th Ln N
13th Pl N
12th Pl N
E Rd
11th Terrace
11th Ln N
Rd
Rd
E Rd
E Rd
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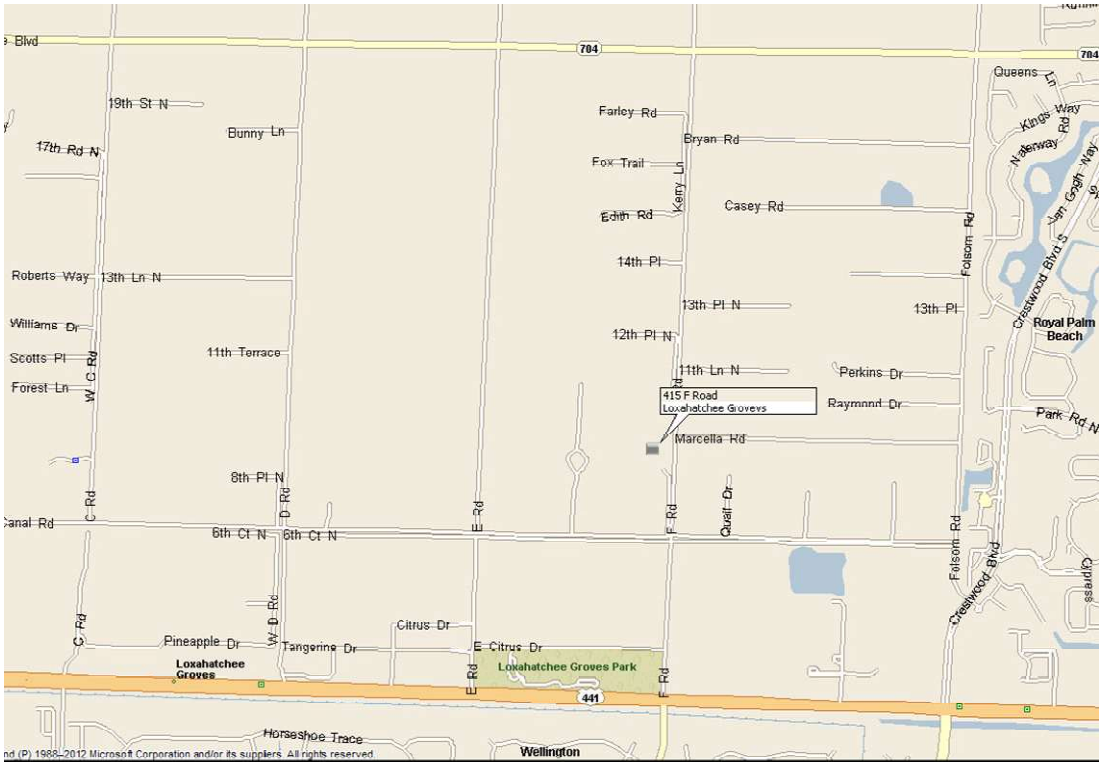

E Rd
E Rd

SALE #2


E Hialeah Dr
E Pleasure Dr
E Yorkshire Dr
E Derby Dr
E Derby Dr
Langshire Dr E
E Edinburgh Dr
E Alan Black Blvd
Seminole Pratt Whitney Rd
161st Terrace N
E Wiltshire Dr
E Stallion Dr
E Cornwall Dr
E Downers Dr
E Glasgow Dr
Okeechobee Blvd
40th St N
North Rd
40th St N
40th St N
April Dr
Tern Circle
Royal Palm Beach
Tripp Rd N
North Rd
Loxahatchee Groves
2725 D Road
Loxahatchee Groves
27th Ln N
25th Pl N
24th Ct N
22nd Rd N
Shamrock Dr
Biddex Rd
24th Ct N
24th Ct N
23rd Ct N
704

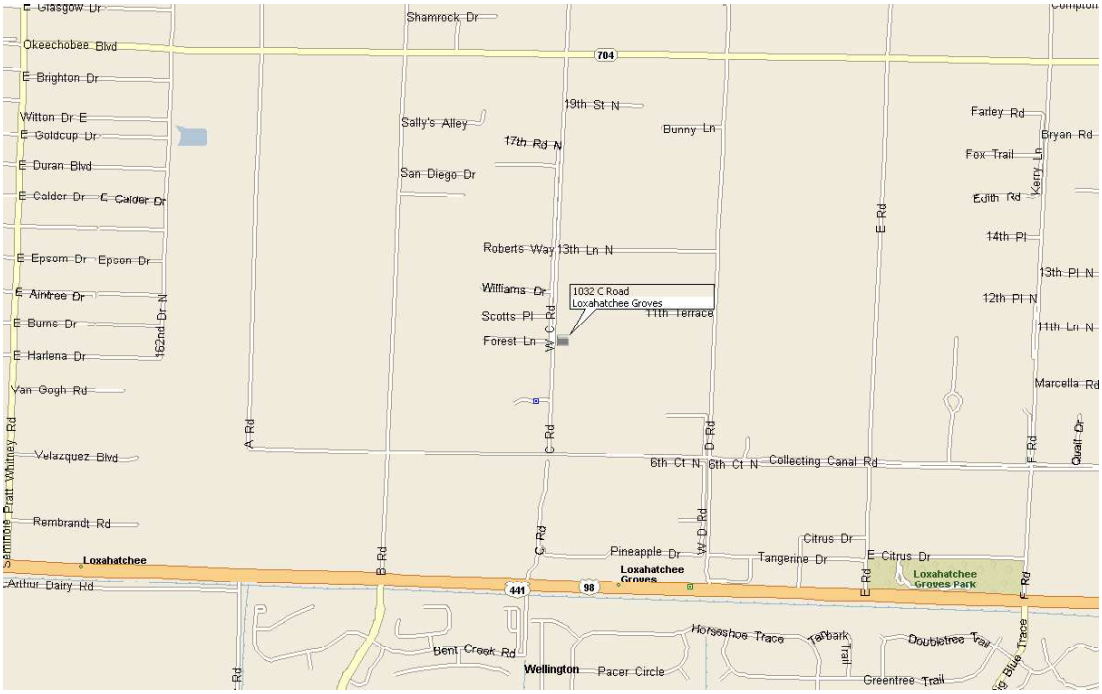

27th Ln N
D Rd

SALE #3


704
Queens Ln
19th St N
Bunny Ln
17th Rd N
Farley Rd
Bryan Rd
Fox Trail
Kerry Ln
Edith Rd
Casey Rd
Folsom Rd
14th Pl
Roberts Way
13th Ln N
13th Pl N
13th Pl
Williams Dr
12th Pl N
Royal Palm Beach
Scotts Pl
11th Terrace
11th Ln N
Perkins Dr
Forest Ln
W C Rd
415 F Road
Loxahatchee Groves
Raymond Dr
Park Rd N
Marcella Rd
8th Pl N
C Rd
D Rd
E Rd
F Rd
Quail Dr
Canal Rd
6th Ct N
Crestwood Blvd
W D Rd
Citrus Dr
Pineapple Dr
Tangerine Dr
E Citrus Dr
Loxahatchee Groves
Loxahatchee Groves Park
441
Horseshoe Trace
Wellington

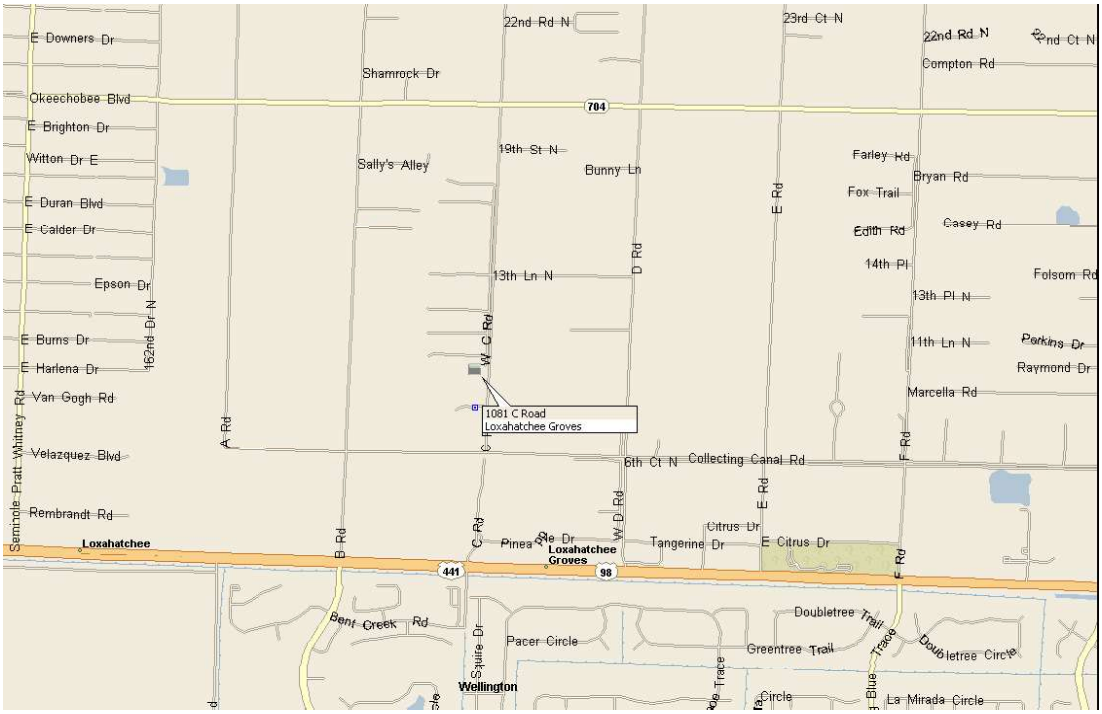

F Rd

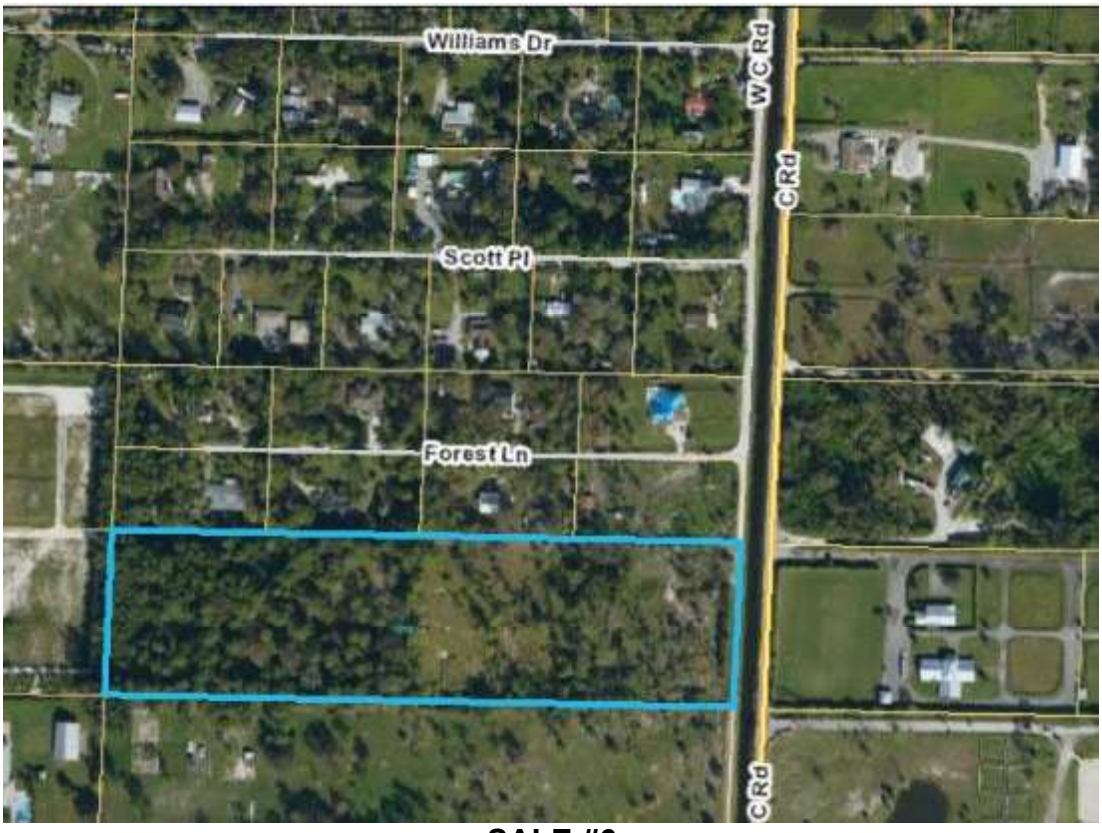
SALE #4


E Glasgow Dr
Okeechobee Blvd
E Brighton Dr
Witton Dr E
E Goldcup Dr
E Duran Blvd
E Calder Dr
E Epsom Dr
E Aintree Dr
E Burne Dr
E Harlena Dr
Van Gogh Rd
Velazquez Blvd
Rembrandt Rd
Arthur Dairy Rd
Loxahatchee
Seminole Pratt Whitney Rd
162nd Dr N
Shamrock Dr
704
Sally's Alley
17th Rd N
San Diego Dr
19th St N
Bunny Ln
Roberts Way
13th Ln N
Williams Dr
Scotts Pl
Forest Ln
1032 C Road
Loxahatchee Groves
11th Terrace
W C Rd
A Rd
B Rd
C Rd
D Rd
W D Rd
E Rd
F Rd
6th Ct N
Collecting Canal Rd
Pineapple Dr
Tangerine Dr
Citrus Dr
E Citrus Dr
Loxahatchee Groves Park
441
98
Bent Creek Rd
Wellington
Pacer Circle
Horseshoe Trace
Yarbark Trail
Doubletree Trail
Greentree Trail
Farley Rd
Bryan Rd
Fox Trail
Kerry Ln
Edith Rd
14th Pl
13th Pl N
12th Pl N
11th Ln N
Marcella Rd
Quail Dr

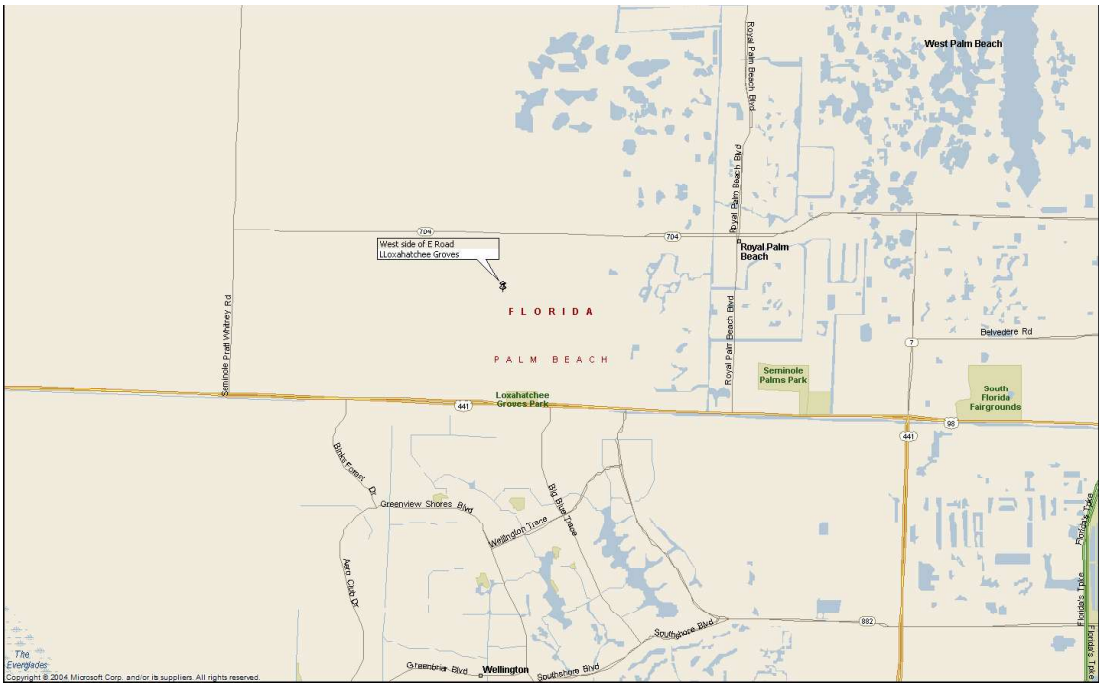

Williams Dr
W C Rd
C Rd
Scott Pl
Forest Ln

SALE #5


E Downers Dr
Okeechobee Blvd
E Brighton Dr
Witton Dr E
E Duran Blvd
E Calder Dr
Epson Dr
E Burns Dr
E Harlena Dr
Van Gogh Rd
Velazquez Blvd
Rembrandt Rd
Seminole Pratt Whitney Rd
Loxahatchee
22nd Rd N
Shamrock Dr
704
19th St N
Sally's Alley
Bunny Ln
13th Ln N
162nd Dr N
A Rd
B Rd
C Rd
W C Rd
D Rd
W D Rd
E Rd
F Rd
1081 C Road
Loxahatchee Groves
6th Ct N
Collecting Canal Rd
Pinea Ridge Dr
Loxahatchee Groves
441
98
Bent Creek Rd
Square Dr
Pacer Circle
Wellington
Citrus Dr
Tangerine Dr
E Citrus Dr
Doubletree Trail
Greentree Trail
Doubletree Circle
La Mirada Circle
23rd Ct N
22nd Rd N
Compton Rd
Farley Rd
Bryan Rd
Fox Trail
Edith Rd
Casey Rd
14th Pl
13th Pl N
Folsom Rd
11th Ln N
Perkins Dr
Raymond Dr
Marcella Rd


Williams Dr
W C Rd
C Rd
Scott Pl
Forest Ln

SALE #6





PARENT TRACT AND LISTING #7

VACANT LAND SALES SUMMARY CHART

Sale #	Date O.R. Bk/Pg Verification	Location	Sale Price	Size	Sale Price Per Acre	Utilities	Zoning Land Use	Comments
1	Aug-25 35940/99 25-091	2962 D Road Loxahatchee Groves	$1,265,000	10.00 Ac.	$126,500	Well & Septic	AR Agricultural/ Residential RR-5 Loxahatchee Groves	This property consists of a 10 acre property located on the west side of D Road in Loxahatchee Groves. The list price was $1,500,000 and the marketing time was 88 days. Previously home to a fully operational farm, the land was cleared for development with well water and septic in place and situated on a paved road.
2	Sep-24 35320/392 25-091	1557 E Road Loxahatchee Groves	$600,000	5.00 Ac.	$120,000	Well & Septic	AR Agricultural/ Residential RR-5 Loxahatchee Groves	This property is a 5 acre property located on the west side of E Road. The list price for the lot was $699,000 and marketing time was 59 days.
3	Sep-24 35295/554 25-091	2725 D Road Loxahatchee Groves	$610,000	5.00 Ac.	$122,000	Well & Septic	AR Agricultural/ Residential RR-5 Loxahatchee Groves	This is a 5 acre wooded property located at the southwest corner of 27th Lane N. and D Road. The list price was $675,000 and marketing time was 107 days. Well and electric on-site.
4	Feb-25 35576/1105 25-091	415 F Road Loxahatchee Groves	$950,000	5.00 Ac.	$190,000	Well & Septic	AR Agricultural/ Residential RR-5 Loxahatchee Groves	This is a 5 acre wooded property located on the west side of F Road but access is from a dirt road. The list price was $1,000,000 and the marketing time was 33 days. According to the buyer's real estate agent, the buyers of this site owned the property adjacent to it. When this property was listed for sale, they were very concerned with what could possibly be built on this site, and they got into a bidding war with another party and ended up paying a premium for the property. This property has a dirt road access off of Collecting Canal Road.
5	Oct-25 36115/1998 25-091	1032 C Road Loxahatchee Groves	$1,400,000	10.00 Ac.	$140,000	Well & Septic	AR Agricultural/ Residential RR-5 Loxahatchee Groves	This is a 10 acre wooded property located on the east side of C Road. Large metal building for RV, separate 749 SF garage, shed, 2 ponds, electric, water and septic on-site. The original list price was $1,995,000 and reduced to $1,695,000. Marketing time was 301 days.
6	Apr-24 34974/307 25-091	1081 C Road Loxahatchee Groves	$1,800,000	10.00 Ac.	$180,000	Well & Septic	AR Agricultural/ Residential RR-5 Loxahatchee Groves	This is a 10 acre wooded property located on the west side of C Road. Pole barn built in 2022. Electric, well and septic on-site. The buyer of this property owns several properties adjacent to and to the west of this property totaling approximately 40 acres. The buyer appeared to have paid a premium given its proximity to the large equestrian compound he owns adjacent to this property. Verification: Public Records.
7	Jan-25 Current Listing 25-091	Subject - Parent Tract West side of E Road Loxahatchee Groves	$2,995,000	20.00 Ac.	$149,750	Well & Septic	AR Agricultural/ Residential RR-5 Loxahatchee Groves	This is the Parent Tract containing 20 acres located on west side of E Road. This site has a 2.12-acre conservation easement in favor of the Town of Loxahatchee Groves located at the southeast corner of the site. The site is vacant. The Parent Tract does not currently have access. A driveway/culvert will have to be constructed over the canal that is adjacent to and west of E Road to provide access to the Parent Tract. Original list price was $3,200,000. The property has been on the market for approximately 320 days.
Subject		Parent Tract - west side of E Road Loxahatchee Groves Conservation Easement		20.00 Ac. 2.12 Ac.		Well & Septic	AR Agricultural/ Residential Loxahatchee Groves	The Parent Tract consists of a 20 acre agricultural vacant parcel located on west side of E Road, Loxahatchee Groves. A 2.12-acre conservation easement in favor of the Town of Loxahatchee Groves is located at the southeast corner of the Parent Tract. This property has been on the market for close to a year. The Parent Tract does not currently have access. A driveway/culvert will have to be constructed over the canal that is adjacent to and west of E Road to provide access to the Parent Tract.

VALUE CONCLUSION

The purpose of this real estate appraisal is to estimate the market value of the Town of Loxahatchee Grove's interest in the Conservation Easement area which will be used to establish a price for the release of the easement. To help establish this value, the unencumbered market value of the Parent Tract will first have to be determined. The Town of Loxahatchee Groves is considering releasing this Conservation Easement which would then give the owner of the Parent Tract full use (fee simple interest) of this area.

The Subject Property (Parent Tract) is vacant land containing 20.0 acres. The Parent Tract will first be valued using applicable land sales data. A land value analysis will be completed and the price per acre land value conclusion will be determined. The value of the Conservation Easement area will then be established using the price per acre value conclusion for the Parent Tract and considering the rights and allowable uses of the property by the Town of Loxahatchee Groves and those remaining to the owner of the Parent Tract.

To provide an opinion of the market value of the Subject site, several comparables were considered for analysis.

LAND SALES DISCUSSION

The properties chosen as comparables to value the Subject Property are shown on the chart on the previous page. All of the comparables were analyzed relative to the Subject and adjustments were made to the comparables for the relevant differences. The analysis appears as follows:

FINANCING

All of the sales were cash to seller or had owner financing at market rates and terms. Financing was not considered to have impacted any of the sales. No adjustments were necessary.

CONDITIONS OF SALE

All of the comparables were considered arm's length transactions with no unusual conditions of sale affecting the sale price with the exception of Comparables #4 and #6. The real estate agent representing the buyer for Comparable #4 indicated that the buyer paid a premium for the property because they owned the property adjacent to this one and wanted to keep control over what was developed on the property. The real estate agent confirmed typical sale prices have been in the $120,000 to $150,000 per acre, and this property sold for $190,000 per acre. A significant downward adjustment was required to this sale. We were only able to confirm Comparable #6 through public records, and this was also a high sale, and was also purchased by an adjacent property owner. A downward adjustment was also made to this sale. No other adjustments were considered necessary.

LAND SALES ANALYSIS (CONT'D)

DATE OF SALE/MARKET CONDITIONS

This adjustment is generally required when a significant increase or decrease in value due to changing market conditions has occurred during the time period of the comparable sale dates to the prevailing market conditions affecting the Subject's date of valuation. The sale dates for the comparables ranged from April 2024 to October 2025, as well as the Parent Tract's current listing. The market appears to have remained fairly flat over this time period based upon a pairing of sales. All of the sales occurred within the past two years and were considered to be reflective of current market conditions, and no adjustments were required.

LOCATION/ACCESS

The Subject Parent Tract is located along the west side of E Road, but there is a canal located adjacent to and west of E Road. The owner does not currently have legal access to the Parent Tract and will eventually have to have a driveway/culvert crossing constructed which will likely cost in the range of $125,000 to $150,000. We will assume this access exists but will make a deduction in the final value conclusion to account for this cost.

All of the comparables were located in the Subject's immediate area in Loxahatchee Groves, but some were located further north, north of Okeechobee Boulevard. Values have tended to be higher for those properties closer to the Wellington Equestrian area. Comparables #1 and #3 were located north of Okeechobee Boulevard further from the Wellington Equestrian area and were considered inferior and adjusted upward. Comparables #4 and #6 had inferior dirt road access and were considered inferior requiring an upward adjustment.

SIZE

The Parent Tract for the Subject Property is 20 acres. The comparables range in size from 5 to 10 acres, excluding the listing of the Subject Parent Tract (Comparable #7). Based upon the economic principle of economies of scale, smaller sites typically sell for more on a price per acre basis than larger sites all other factors being similar. All of the comparables were smaller sites and considered superior when analyzed on a price per acre basis and were adjusted downward for size differences.

ZONING / LAND USE / APPROVALS

The Subject has an AR zoning designation and an underlying land use designation of RR-5, 1 unit per 5 acres. The comparables are zoned AR and have a similar land use designation of RR-5. No adjustments were required.

LAND SALES ADJUSTMENT GRID

Sale #	$/Acre	Financing	Condition of Sale	Market Conditions	Adjusted $/Acre	Location	Size	Zoning Approvals	Physical Characteristics	Total Adjustments	Final Adjusted $ / Acre
1	**$126,500**	0%	0%	0%	**$126,500**	10%	-5%	0%	0%`	5%	**$132,825**
2	**$120,000**	0%	0%	0%	**$120,000**	0%	-10%	0%	5%	-5%	**$114,000**
3	**$122,000**	0%	0%	0%	**$122,000**	10%	-10%	0%	5%	5%	**$128,100**
4	**$190,000**	0%	-30%	0%	**$133,000**	5%	-10%	0%	5%	0%	**$133,000**
5	**$140,000**	0%	0%	0%	**$140,000**	0%	-5%	0%	0%	-5%	**$133,000**
6	**$180,000**	0%	-25%	0%	**$135,000**	5%	-5%	0%	0%	0%	**$135,000**
7	**$149,750 (Listing)**	0%	0%	0%	**$149,750**	0%	0%	0%	10%	10%	**$164,725 (Listing)**

25-091

Overall Mean: **$134,379**
Overall Mean (Excl. Comp #7): **$129,321**

LAND SALES ANALYSIS (CONT'D)

PHYSICAL CHARACTERISTICS

The Parent Tract is a cleared 20-acre parcel, and we are appraising the site assuming it is unencumbered by the Conservation Easement. All of the sales were relatively similar in physical characteristics with the exception that some of the comparables were heavily wooded or only partially cleared. Comparables #5 and #6 did have some site improvements, but this was offset by the site being wooded. Adjustments were made to the comparables accordingly. None of the comparables had any wetlands according to the National Wetland Inventory Map, and all of the sales were similar to the Subject in this respect.

Comparable #7 is the listing of the Subject Parent Tract as it currently exists with the 2.12-acre Conservation Easement and no access from E Road. However, the selling agent indicated that the eventual negotiated sale price will include a credit to the buyer or a reduction in the sale price for the cost of the access driveway/culvert. Since we are valuing the Parent Tract assuming access exists and the Conservation Easement does not exist, an upward adjustment will be made for the Conservation Easement and lack of access.

UNENCUMBERED VALUE CONCLUSION – assuming the Conversation Easement does not exist.

After considering the relevant differences between the Subject and the comparables, the adjusted price per acre ranged from $114,000 to $164,725 with a mean of $134,379 per acre. The high end of the range was the listing of the Subject Property which has been on the market for close to a year. Excluding this comparable, the range was from $114,000 to $135,000 with a mean of $129,321.

Considering the above analysis and range, a conclusion of $130,000 per acre is considered to be reasonable and supportable for the unencumbered fee simple market value of the Parent Tract assuming access exists. A deduction of $140,000 will be made to account for the fact that the Parent Tract does not currently have access and an access drive / culvert crossing will have to be constructed, and this cost will likely be in the range of $125,000 to $150,000. Therefore, our opinion of the fee simple value of the Subject Parent Tract is as follows:

Parent Tract (assuming access exists): 20.0 acres x $130,000/acre =	$2,600,000
Less Est. Cost to Construct An Access Drive / Culvert Crossing:	($ 140,000)
	$2,460,000
	or $123,000/Ac

LAND VALUE CONCLUSION
(Unencumbered Value with No Access)

TWO MILLION FOUR HUNDRED SIXTY THOUSAND DOLLARS

$2,460,000

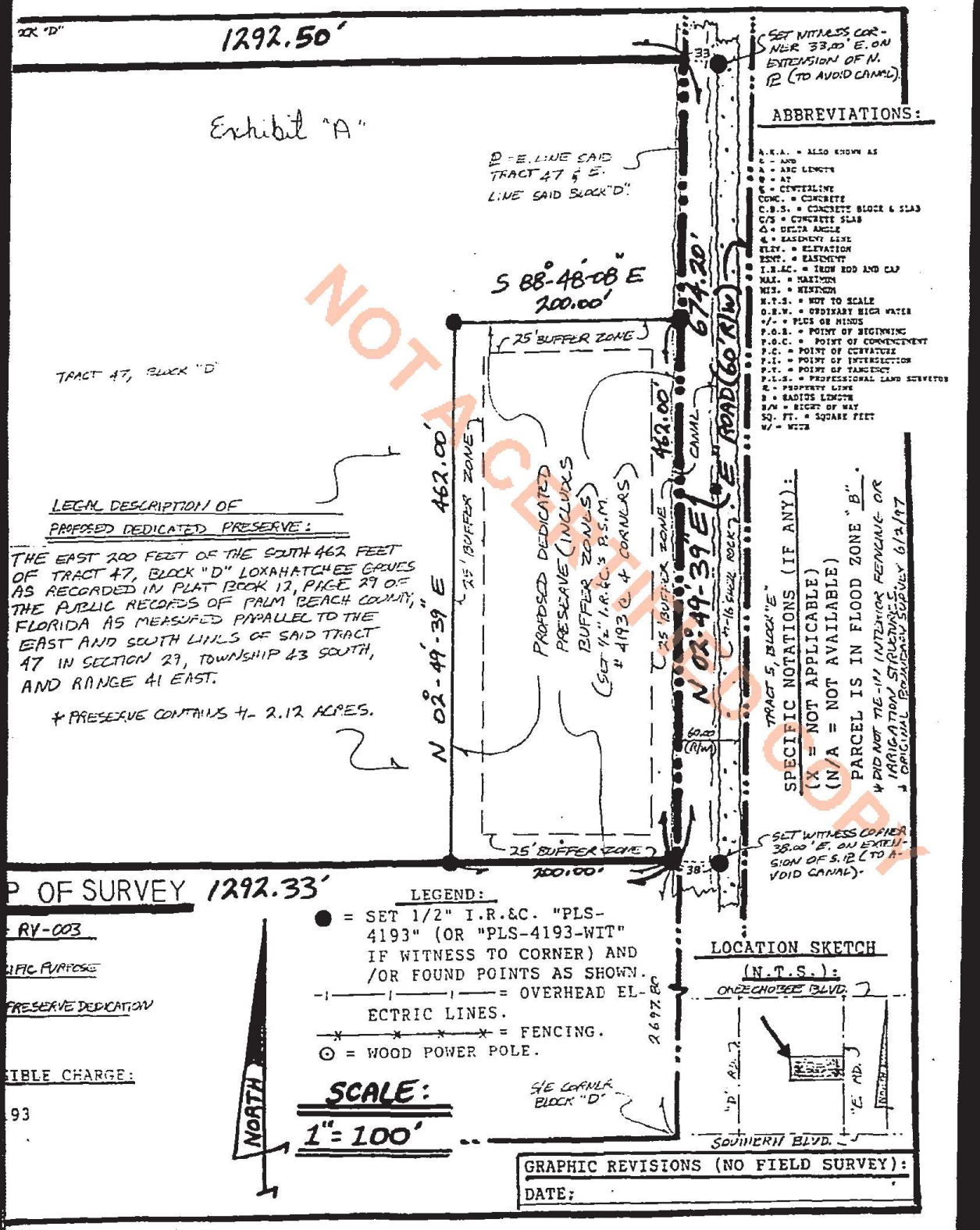
Return to: (enclose self-addressed stamped envelope)

Name

Address

Property Appraisers Parcel Identification (Folio) Number(s):

ORB 9937 Pg 706
DOROTHY H. WILKEN, CLERK PB COUNTY, FL



NOT ACCEPTED FOR RECORD

DESCRIPTION / VALUATION OF THE CONSERVATION EASEMENT

The purpose of the appraisal is to estimate the market value of the Town's interest in the Conservation Easement. A copy of the legal description and survey of the Conservation Easement can be found in the addenda along with the recorded document indicating the restrictions and uses. The Conservation Easement has a rectangular shape with approximately 462 feet along E Road and a depth of approximately 200 feet, and a size of approximately 2.12 acres. Because there is not an active market for buying and selling conservation easements or even any type of easement, the value of the Subject Conservation Easement area will be established using the price per acre value conclusion for the unencumbered value of the Parent Tract and then discounting this value considering the rights and allowable uses of this area by the Town of Loxahatchee Groves and those remaining to the property owner of the Parent Tract.

To help establish the reduction in the fee simple value of the Parent Tract on a per acre basis as a result of the Conservation Easement, we have reviewed numerous sales of properties that have reduced development or use potential as a result of easements, access, or size. These sales with reduced development potential were paired to unencumbered sales with full development potential and reasonable access. Some of these pairings have been included in the addenda. We also researched sales of properties that were almost entirely wetlands and had very limited potential uses to help establish a low end of the value range.

Some of the pairings that have been included in the addenda were sales of acreage sites that had power line easements verses sales that did not have power line easements. The easement areas still had some potential uses including grazing land or agricultural uses, but no improvements could be constructed within the power line easement areas. The acreage sales with powerline easements were then paired to other similar sales that occurred around the same time that did not have powerline easements. Considering the size or percentage of the easement area relative to the size of each parcel, the pairing indicated a significant reduction in the value of the easement area relative to the value of the unencumbered sales. The reduction in value to the easement area was in the range of 60% to almost 100% leaving a value of 0% to 40% of the unencumbered fee value for the easement area to the owner of the Parent Tract and 60% to 100% of the unencumbered fee value to the holder of the easement which in this case would be the Town of Loxahatchee Groves. Other pairings indicated a relatively similar percentage.

According to the recorded deed for the Conservation Easement, this area can basically not be altered in anyway. A list of the prohibited activities on the property can be found on the following page.

1. Construction or placement of buildings, roads, signs, b1llboards or other advertising, utilities, or other structures on or above the ground;

2. Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

3. Removal, destruction, cutting, trimming, mowing, alteration or biocide spraying of trees, shrubs, or other vegetation; with exception to the removal of nuisance and exotic plant species as may be required or permitted by law, ordinance, or other government approval;

4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in any manner which affects the surface or subsurface;

5. Surface use except for purposes that permit the land or alter area to remain predominantly in its natural condition;

6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;

7. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and

8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

As previously indicated, this easement area appeared to be covered in what was assumed to be native vegetation and the Conservation Easement was supposed to protect the area from being disturbed. However, sometime in the time frame of 2014 – 2015 this area was cleared at around the same time the agricultural area was cleared. The above-mentioned prohibited activities would result in very limited potential uses for the Conservation Easement area for the owner of the Parent Tract. Considering the limited potential uses that the owner has for the Conservation Easement area, a reduction to the unencumbered value of 75% is considered reasonable and supportable which would be the Town's interest in the easement area leaving only 25% of the unencumbered value as the owner of the Parent Tract's interest in the easement area. This was also supported by several sales with very limited development potential because they were primary wetlands with very limited access.

Valuation of the Conservation Easement

The value of the land in the easement area is based on percentage of the unencumbered value conclusion for the Parent Tract. As previously indicated, the fee simple value of the Parent Tract has been estimated at $123,000 per acre of site area. Therefore, the value of the Town's interest in the Conservation Easement area is estimated as follows:

2.12 Acres X $123,000/Ac. X 75% = $195,570 or $196,000 (Rounded)

ADDENDA

Vitas Nursery
1300 A. Rd.
Lox. Fl. 33470

CONSERVATION EASEMENT

AUG-14-1997 9:54am 97-288939
ORB 9937 Pg 704
Con 10.00 Doc .70

STATE OF FLORIDA
COUNTY OF PALM BEACH

KNOW ALL PERSONS BY THESE PRESENT THAT as a condition of the approval by Palm Beach County of the Vegetation Removal Permit, and pursuant to Palm Beach County Unified Land Development Code Section 9.5.F.2.c., Ramon Vitas _____("Grantor"), has, for good and valuable consideration, the receipt of which is acknowledged, granted to Palm Beach County, a political subdivision of the State of Florida ("Grantee"), a Conservation Easement in accordance with Section 704.06, Florida Statutes, in and over the real property in Palm Beach County, Florida, as set forth in the legal description attached hereto as Exhibit A (the "Property").

As used herein, the term Grantor shall include any successor or assignee of the Grantor, and the term Grantee shall include any successor or assignee of the Grantee.

It is the purpose and intent of this Conservation Easement to assure that the Property will be retained and maintained forever predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement, which shall mean that the following activities are prohibited on the Property:

1. Construction or placement of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

2. Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

3. Removal, destruction, cutting, trimming, mowing, alteration or biocide spraying of trees, shrubs, or other vegetation; with exception to the removal of nuisance and exotic plant species as may be required or permitted by law, ordinance, or other government approval;

4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in any manner which affects the surface or sub-surface;

5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;

6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;

7. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and

8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

It is understood that the granting of this Conservation Easement entitles the Grantee or its authorized representatives to enter the Property in a reasonable manner and at reasonable times to assure compliance.

The Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liability relating to the maintenance of the Property in the natural vegetative and hydrologic conditions as existing at the time of execution of this Conservation Easement. The Conservation Easement hereby granted and the

NOT A CERTIFIED COPY

obligation to retain and maintain the Property forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the land and shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Grantee and its successors and assigns.

Venue for any actions in connection with this Conservation Easement shall be in Palm Beach County, Florida. The prevailing party shall be entitled to recover reasonable attorney's fees and costs in the trial and appellate courts, in addition to the cost of restoring the land to the natural vegetative and hydrologic conditions as required and stated in the approved Property, if the prevailing party is the Grantee. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapters 373 and 403, Florida Statutes, or Palm Beach County ordinance.

Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of the is Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent failure by the Grantor to comply.

The Grantor hereby represents that the Grantor is seized of the Property in fee simple and has good right and title to grant and convey this Conservation Easement to the Grantee and that the Property is free and clear of any encumbrances.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this 14 day of August, 1996.

Signed, sealed, and
delivered in our presence of:

WITNESS Mary A. McHugh

WITNESS Tamara T. Stapbaugh

GRANTOR:

BY: _____

Title: _____
Authorized Representative

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 14th day of August, 1997 (date), by Ramon Vilacino (name of officer or agent), of _____ (name of corporation), a _____ (State or place of incorporation) corporation, on behalf of the corporation s/he is personally known to me, produced a valid driver's license and (did/did not) take an oath. (produced a FL Dr Lic)

(Seal)

Notary Public
State of Florida

My Commission
Expires: _____

Theresa A. Wheeler
MY COMMISSION # CC579034 EXPIRES
August 22, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

NOT A CERTIFIED COPY

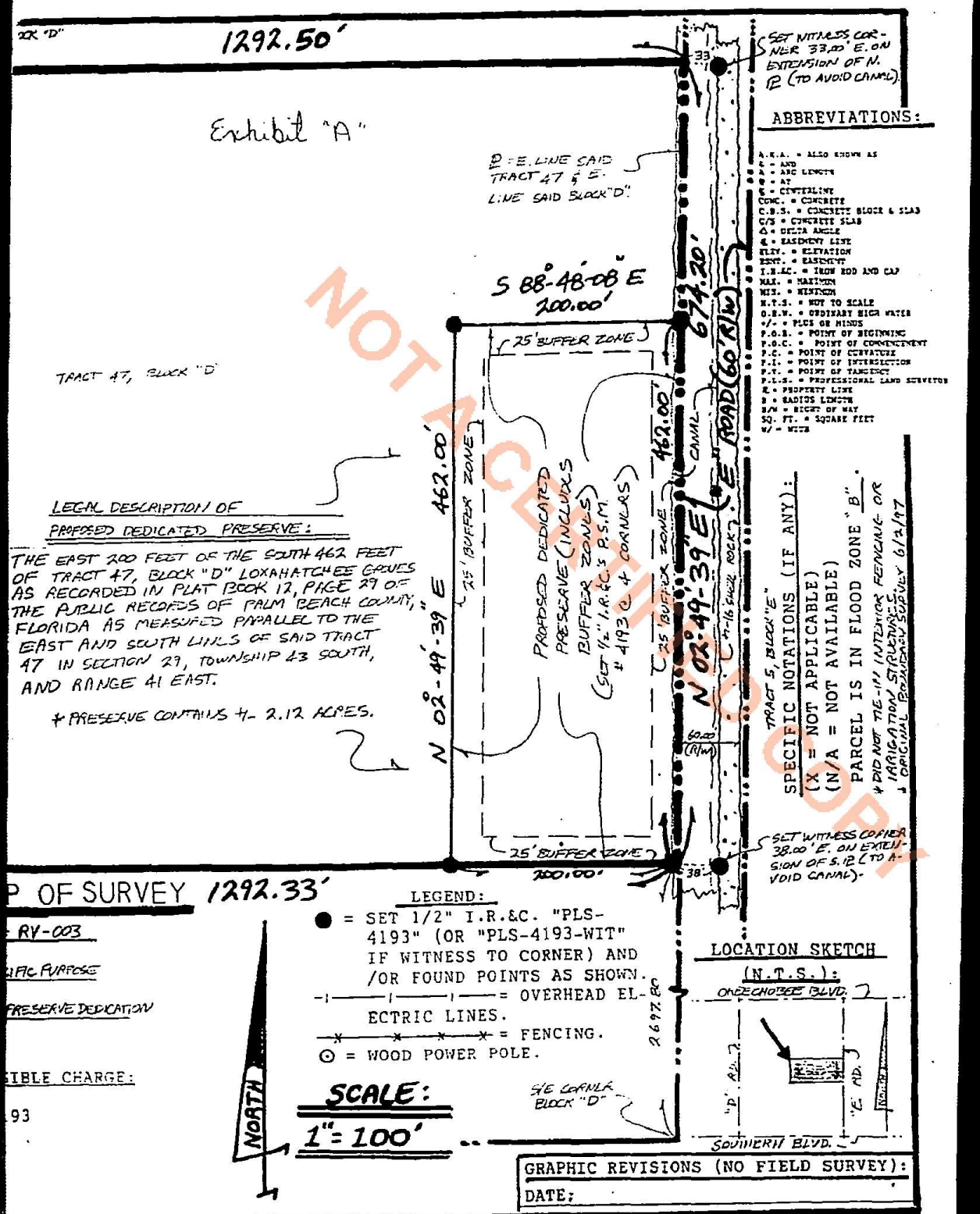
Return to: (enclose self-addressed stamped envelope)

Name

Address

Property Appraisers Parcel Identification (Folio) Number(s):

ORB 9937 Pg 706
DOROTHY H. WILKEN, CLERK PB COUNTY, FL



NOT ACCEPTED

VACANT LAND SALES SUMMARY CHART

(Paired Residential Lot Sales Affected by Utility Easement)

Sale #	Date O.R. Bk/Pg	Location	Sale Price	Size	Sale Price Per Acre	Wetlands	Physical Characteristics	Approx. Easement Area	Zoning	Comments
Powerline Sales										
1	Dec-23 34789/657	West side of 130th Avenue N. Loxahatchee 00-41-42-33-00-000-5740	$249,000	2.40 Ac (Usable)	$103,750	None	Partially Cleared Level	38% of usable area	AR AR-2.5	Site is located at the northwest corner of 130th Avenue N. and 61st Place N. The overall site size is 3.37 acres but approximately 0.97 acres of this is a road and canal and not usable area. The remaining 2.40 acres consists of cleared vacant land but approximately 0.90 acres of this is encumbered by a power line easement that bisects the site.
2	Oct-22 33891/921	East side of Royal Palm Beach Blvd. Loxahatchee 00-41-43-11-00-000-4360 00-41-43-11-00-000-4370 00-41-43-11-00-000-4380	$345,000	3.75 Ac	$92,000	None	Mostly Cleared Level	29%	AR AR-2.5	Site consists of three contiguous parcels that are vacant on the east side of Royal Palm Beach Boulevard and north side of 46th Place N. This site is a cleared vacant site with approximately 29% of the site bisected by a power line easement.
3	Dec-21 33188/1075	North side of Orange Grove Boulevard Loxahatchee 00-41-43-11-00-000-4260 00-41-43-11-00-000-4270	$204,900	2.57 Ac	$79,728	None	Cleared Level	26%	AR AR-2.5	Site consists of two contiguous parcels of partially cleared vacant land with frontage along the north side of Orange Grove Boulevard. Approximately 0.67 acres of the site is encumbered by a powerline easements that bisects the site.
			$266,300	2.91 Ac	$91,826			31.00%		
Non-Powerline Sales										
1a	Nov-23 34694/818	North side of Orange Grove Blvd. Loxahatchee 00-41-43-09-00-000-3290	$210,000	1.31 Ac	$160,305	None	Mostly Cleared Level	0%	AR AR-2.5	Site consists of vacant land with frontage along the north side of Orange Grove Boulevard. The site has vegetation on site.
2a	Aug-22 33766/657	13440 47th Court N. Loxahatchee 00-41-43-09-00-000-2040	$250,000	1.96 Ac	$127,551	None	Mostly Cleared Level	0%	AR AR-2.5	Site consists of vacant land with frontage at the southeast corner of Avocado Boulevard and 47th Court N. The site is mostly cleared.
3a	Mar-23 34180/210	4720 129th Avenue N. Loxahatchee 00-41-43-10-00-000-3710	$180,000	1.25 Ac	$144,000	None	Heavily Wooded Level	0%	AR AR-2.5	Site consists of vacant land with frontage along the east side of 129th Avenue N. The site is heavily wooded.
4a	Aug-23 34515/1685	West side of Coconut Boulevard Loxahatchee 00-41-43-10-00-000-3940	$209,000	1.25 Ac	$167,200	None	Heavily Wooded Level	0%	AR AR-2.5	Site consists of vacant land with frontage along the west side of Coconut Boulevard. The site is heavily wooded.
5a	Jan-22 33400/1288	4660 Coconut Boulevard Loxahatchee 00-41-43-10-00-000-1810	$225,000	1.25 Ac	$180,000	None	Cleared Level	0%	AR AR-2.5	Site consists of cleared vacant land with frontage along the east side of Coconut Boulevard.
6a	Nov-23 34678/876	West side of Royal Palm Beach Blvd. Loxahatchee 00-41-43-02-00-000-8470	$210,000	1.25 Ac	$168,000	None	Heavily Wooded Level	0%	AR AR-2.5	Site consists of vacant land with frontage along the west side of Royal Palm Beach Boulevard. The site is heavily wooded.
7a	Feb-23 34148/1450	5631 Royal Palm Beach Blvd. Loxahatchee 00-41-43-02-00-000-3380	$170,000	1.25 Ac	$136,000	None	Mostly Cleared Level	0%	AR AR-2.5	Site consists of vacant land with frontage at the northwest corner of Royal Palm Beach Boulevard and 56th Place N. The site is mostly cleared.
8a	Nov-22 33953/1521	12314 Tangarene Boulevard Loxahatchee 00-41-43-34-00-000-5770	$305,000	1.97 Ac	$154,822	None	Mostly Cleared Level	0%	AR AR-2.5	Site consists of mostly cleared vacant land with frontage along the south side of Tangerine Boulevard.
			$219,875	1.44 Ac	$154,735					

25-091

VACANT LAND SALES SUMMARY CHART

(Paired Residential Lot Sales Affected by Utility Easement)

Sale #	Date O.R. Bk/Pg	Location	Sale Price	Size	Sale Price Per Acre	Wetlands	Physical Characteristics	Approx. Easement Area	Zoning	Comments
Powerline Sales										
1	Jun-17 29184/267	11176 41st Court N., Loxahatchee	$36,000	1.32 Ac	$27,273	None	Cleared Level	60%	AR AR-2.5	Site consists of cleared, vacant land with frontage along 41st Ct. North. A utility easement with transmission power lines runs through the north and east portions of the site.
2	Jun-16 28382/820	Orange Grove Blvd., Loxahatchee	$60,000	2.57 Ac	$23,346	None	Partially Cleared Level	52%	AR AR-2.5	Site consists of two contiguous parcels that are vacant and front Orange Avenue. 50% of site is heavily wooded. A utility easement with transmission power lines occupies the majority of the eastern site with on the northeast corner impacted on the western site.
3	Aug-16 28497/614	14241 72nd Court N., Loxahatchee	$70,000	2.77 Ac	$25,271	None	Partially Cleared Level	17%	AR AR-2.5	Site consists of vacant land with frontage along 72nd Court N. 70% of site is heavily wooded. A utility easement with transmission power lines runs through the northeast portion of the site.
4	Oct-16 28663/358	83rd Lane N., Loxahatchee	$100,000	3.44 Ac	$29,070	None	Mostly Cleared Level	25%	AR AR-2.5	Site consists of vacant land with frontage along 83rd Lane N. Site is mostly cleared. A utility easement with transmission power lines bi-sects the site with usable land area located on either side.
Non-Powerline Sales			$66,500	2.53 Ac	$26,240			38.50%		
1a	Feb-17 2899/1685	40th Lane N., Loxahatchee	$55,000	1.15 Ac	$47,826	None	Heavily Wooded Level	0%	AR AR-2.5	Site consists of vacant land with frontage along 40th Lane N. The site is heavily wooded.
2a	Jun-17 29213/1055	Avocado Boulevard, Loxahatchee	$62,500	1.15 Ac	$54,348	None	Heavily Wooded Level	0%	AR AR-2.5	Site consists of vacant land with frontage along Avocado Boulevard. The site is heavily wooded.
3a	May-17 29124/218	Persimmon Boulevard, Loxahatchee	$77,000	1.21 Ac	$63,636	None	Heavily Wooded Level	0%	AR AR-2.5	Site consists of vacant land with frontage along Persimmon Boulevard. The site is heavily wooded.
4a	Dec-16 28789/1130	55th Road N., Loxahatchee	$65,000	1.33 Ac	$48,872	None	Heavily Wooded Level	0%	AR AR-2.5	Site consists of vacant land with frontage along 55th Road N. The site is heavily wooded.
5a	Dec-16 28757/248	13919 67th St. N., Loxahatchee	$65,000	1.16 Ac	$56,034	None	Heavily Wooded Level	0%	AR AR-2.5	Site consists of vacant land with frontage along 67th Street N. The site is heavily wooded.
6a	Nov-16 28725/904	14241 71 St. Place N., Loxahatchee	$66,750	1.31 Ac	$50,954	None	Heavily Wooded Level	0%	AR AR-2.5	Site consists of vacant land with frontage along 71st Place. The site is heavily wooded.
			$67,250	1.23 Ac	$54,769					

Section 20-005. Purpose and intent of districts.

(A) *Agricultural Residential (AR).* Agricultural Residential zoning districts are intended to apply to areas of the Town designated as Rural Residential on the Future Land Use Plan Map of the Comprehensive Plan. The purpose is twofold. First, it is to protect, preserve and enhance the rural and agricultural character and life-style of existing very low density areas. Second, it is to protect the existing tree canopy and natural environment, promote and enhance wildlife habitat and natural systems, and reinforce the unique character of the Town through the establishment of native landscapes.

Section 20-010. General provisions.

The following requirements shall apply to the Agricultural Residential (AR) Zoning District.

(A) *Accessory dwelling units.* One accessory dwelling unit is permitted per parcel of land subject to the following standards:

(1) *Parcel size.* Parcels shall be five acres or greater.

(2) *Maximum floor area.* Accessory dwelling units shall contain no greater than 1,200 square feet of livable, floor space.

(3) *Ownership.* The accessory dwelling unit shall remain accessory to and under the same ownership as the principal dwelling.

(4) *Electric utilities.* Both the principal single family dwelling and the accessory dwelling shall be connected to the same electric utility meter.

(5) *Compatibility.* An accessory dwelling unit shall be architecturally compatible in character and subordinate in size to the principal dwelling unit.

(B) *Animals and livestock.* The breeding raising, and/or keeping of animals and livestock as an accessory use to a permanent dwelling shall be subject to the following standards:

(1) *Number.* The number of animals and livestock permitted shall be based on parcel size as follows.

a. *Livestock.* Four livestock, not including swine, are permitted per every one acre of land, except that parcels of at least five acres are permitted eight livestock per every acre of land and parcels over ten acres in size shall have no limit to the number of livestock per acre.

b. *Small domesticated farm animals.* Fifteen small domesticated animals are permitted per every one-half acre of land.

c. *Large domesticated farm animals.* Two large domesticated animals are permitted per every one acre of land.

d. *Poultry.* Parcels under one acre shall be limited to four birds per every one-quarter acre.

e. *Swine.* One swine is permitted per property of one acre or greater, except for pot bellied pigs, which shall be considered livestock.

f. *Household pets.* A maximum of ten household pets are permitted on a property.

(2) *Fences.* All animals shall be kept within a fence to prevent the animals from accessing streets or adjacent properties. It shall be the responsibility of each animal owner to ensure that the fence is maintained in a state of good repair and that the animal is confined to the property.

(3) *[Setback.]* All structures, including pens, cages or enclosures, but excluding fences, that house or restrain animals of any type shall be setback a minimum of 50 feet from all property lines.

(4) *Exceptions.* Offspring under the normal weaning age for the species shall not be included in calculating the number of animals.

(C) *[Caretaker's quarters.]* Caretaker's quarters are permitted on parcels with a bona fide agricultural use.

(D) *Construction trailers.* One construction trailer may be placed on a plot for a period of time not to exceed one year during active construction of a permanent dwelling to serve as temporary living quarters for the owners of the home under construction. Construction trailers shall also be subject to the following standards.

(1) *Location.* The construction trailer shall be in compliance with all setback requirements.

(2) *Permit issued.* No construction trailer shall be placed upon any such property until a building permit for construction of the dwelling has been issued. The permit shall be posted in such a manner that it can be observed from the exterior of the construction trailer.

(3) *[Removal.]* The construction trailer must be removed from the property upon completion of the permanent dwelling or other principal building(s) or at the end of the one year period, whichever occurs first. The Town Manager may grant one extension of a maximum six months, upon petition from the property owner, provided the petition demonstrates unexpected hardship, and steady construction progress such that construction can reasonably be completed within the six month extension period. A decision of the Town Manager to deny the request for extension may be appealed to the Town Council subject to the requirements of Article 145, "Administrative Appeals."

(E) *Fences, walls, hedges, gates and entry features.* Fences, hedges, gates and entry features are permitted on all properties with a zoning designation of Rural Residential or Agricultural Residential. Walls are not permitted on a property line that abuts a road unless a Special Exception is granted by the Town.

(1) *Height.* Fences and walls shall not exceed six feet in height in front yards and eight feet in height in side or rear yards. Hedges and natural vegetation shall not be subject to maximum height limitations. Height shall be measured adjacent to the fence or wall from the lowest grade on either side of the fence or wall.

(2) *Appearance.* The exterior surface of a wall shall be finished with paint, stucco, or other commonly accepted material, and continuously maintained in its original appearance. Dark or fluorescent colors are prohibited.

(3) *Materials.* Fences and walls shall not be electrified or contain any materials such as broken glass, spikes, nails, razors or barbs designed to inflict discomfort, pain, or injury to a person or animal, except as permitted below:

a. *Barbed wire.* Barbed wire shall be permitted for use as fencing material on all plots.

b. *Low voltage electric wire.* Low voltage electric wire, otherwise known as hot wire, shall be permitted for use as fencing material on all plots.

(4) *Sight distance.* Fences, walls and hedges shall comply with Article 105, "Sight Distance."

(5) *Decorative gates, features, and light posts.* Decorative gates, features, and light posts attached to fences or walls may exceed the height of fences or walls by three feet provided that they are located in the front yard.

(F) *Groom's quarters.* Groom's quarters are permitted on parcels where there are equestrian uses and a stable with six or more stalls.

(G) *Outdoor storage.* Outdoor storage of merchandise and inventory, vehicles and equipment, refuse and other similar materials shall be subject to the following standards.

(1) *Generally.* All outdoor storage shall only be permitted when incidental to the use located on the premises or explicitly permitted as a primary use in Section 20-015, "Permitted uses."

(2) *Location.* Outdoor storage of merchandise and inventory, vehicles and equipment, refuse or similar materials shall not be located in any required setbacks, easements, or rights-of-way, except as permitted below:

a. *Construction Vehicles, equipment and fill.* Construction Vehicles, equipment, and fill may be temporarily stored in required setbacks, easements, or rights-of-way during construction in easements or rights-of-way.

b. *Nursery plants and trees.* Nursery plants and trees may be permanently stored in all required setbacks.

(3) *Screening.* All outdoor storage shall not be visible from roadways or neighboring properties except as permitted below:

a. *Farm and land cultivation equipment.* Farm and land cultivation equipment necessary for conducting a permissible agricultural use does not need to be screened from view provided that the vehicles are operable for immediate use, located on the plot upon which they are used, and are registered to an owner or lessee of said plot.

b. *Equestrian transports.* Equestrian transports do not need to be screened from view provided that the aggregate capacity of equestrian transports does not exceed the number of stables or horses kept on the property, whichever is greater.

c. *Nursery plants and trees.* Nursery plants and trees do not need to be screened from view.

d. *Construction vehicles, equipment and fill.* Construction vehicles, equipment, and fill do not need to be screened from view provided that the related construction activity is permitted, continuous and on-going.

e. *Commercial and recreational vehicles.* A maximum of two commercial or recreational vehicles may be stored on a plot of land without screening, provided that the vehicles are routinely operated/maintained by a permanent, full-time resident of the property.

f. *Inactive vehicles and equipment.* Vehicles and equipment that are in need of repair may be stored on a plot of land without screening provided that the vehicle or equipment has not been in a disassembled state or incapable of immediate use for more than seven consecutive days.

(4) *Fluids.* Vehicles and equipment that have been disassembled or incapable of immediate use for more than 28 consecutive days shall have all of its fluids drained and properly disposed.

(H) *Swimming pools.* Swimming pools are permitted provided that the pool is located on the same plot as a primary use and it is fully enclosed with a fence or wall a minimum of four feet in height above the ground, measured adjacent to the fence or wall from the lowest grade on either side of the fence or wall. Screen enclosures which meet all requirements of the Florida Building Code shall also constitute compliance with this provision. Fences or walls shall be of such a design and material as will prevent unauthorized access to the pool area. All gates must be equipped with self-closing, self-latching mechanisms. All fences and gates shall comply with all requirements of the Florida Building Code pertaining to required barriers around public swimming pools.

(I) *Existing manufactured homes.* A legally permitted principal use manufactured home, as defined in Article 10, located in Loxahatchee Groves as of December 31, 2016 and containing a sticker indicating that the home was built in compliance with the national Department of Housing and Urban

Development (DHUD) building code governing building standards for manufactured homes, may remain at the existing location.

(J) *Replacement of existing manufactured homes.* One legally permitted existing principal use manufactured home, as defined in Article 10, located in Loxahatchee Groves as of December 31, 2016 may be replaced by a manufactured home 15 years old or newer on the same plot, consistent with the requirements of Section 80-070. The replacement manufactured home shall contain a sticker indicating that the manufactured home was built in compliance with the national Department of Housing and Urban Development (DHUD) building code governing building standards for manufactured homes.

(Ord. No. 2015-01 , § 3, 2-3-2015; Ord. No. 2017-15 , § 3(Exh. B), 12-5-2017; Ord. No. 2020-10 , § 2, 11-3-2020)

Section 20-015. Permitted uses.

Plots located in the Agricultural Residential (AR) zoning districts may be used for the following specified uses.

Principal Uses	**Agricultural Residential (AR)**
Single Family Dwelling	Permitted
Modular Home or Factory-Built Home	Permitted subject to Section 80-65
Essential Services	Permitted w/Special Exception
Agriculture	Permitted
Wireless Communication Facilities	Permitted w/Special Exception Category A

Accessory Uses	**Agricultural Residential (AR)**
Accessory Dwelling	Permitted
Groom's Quarter	Permitted
Caretaker's Quarter	Permitted
Home Offices	Permitted subject to Article 80
Residential Enterprise	Permitted subject to Article 80
Wholesale Nursery	Permitted
Retail Nursery	Permitted w/Special Exception Category B
U-Pick Farms	Permitted w/Special Exception Category B
Private Kennels	Permitted
Private Stables	Permitted
Yard Sales	Permitted subject to Article 80
Veterinarian Services	Permitted
Dog Boarding	Permitted
Temporary Events	Permitted w/Special Exception Category C

(Ord. No. 2011-008, § 2, 3-1-2011; Ord. No. 2013-03, § 2(Att. A), 6-18-2013; Ord. No. 2013-06, § 2(Att. A), 12-3-2013; Ord. No. 2015-01 , § 4, 2-3-2015; Ord. No. 2017-15 , § 3(Exh. B), 12-5-2017; Ord. No. 2018-02 , § 2(Exh. A), 6-5-2018)

Section 20-017. Prohibited uses.

Any use not expressly, or by inference, permitted in the Section entitled "Permitted uses" is expressly prohibited.

(Ord. No. 2017-15 , § 3(Exh. B), 12-5-2017)

Section 20-020. Irrigation installation/maintenance and landscape maintenance operations.

Irrigation installation/maintenance operations and landscape maintenance operations are expressly prohibited in the Agricultural Residential (AR) Zoning District.

Section 20-025. Minimum plot size and dimension.

Plots located in Agricultural Residential (AR) Zoning District are subject to the following size and dimensional standards.

(A) *Minimum plot size.* No plot shall be developed for a residential use unless the plot contains five or more acres.

(B) *Minimum dimension.* No plot shall be developed for residential use unless the plot has a frontage (width) and depth of at least 200 feet.

(C) *Exceptions.* The following exceptions shall apply:

(1) *Nonconforming plots of prior record.* Plots which were of public record prior to, and became nonconforming as a result of, the adoption of the Town of Loxahatchee Groves Unified Land Development Regulations may be developed for residential use despite not meeting the minimum plot size and dimensional requirements.

(2) *Nonconforming plots due to public right-of-way dedication.* Any plot which becomes nonconforming as a result of the required dedication of a public right-of-way may be developed for residential use despite not meeting the minimum plot size and dimensional requirements.

(3) *Plot with frontage on curved street or cul-de-sac.* On curving streets, such as culs-de-sac, the required frontage for lots between the points of curvature may be reduced by 40 percent, provided the centerline radius of the contiguous street is 125 feet or less.

Section 20-030. Plot coverage, floor-to-area ratio, and pervious area.

Plots located in the Agricultural Residential (AR) zoning district are subject to the following standards.

(A) *Plot coverage.* The combined area of all buildings and roofed structures shall not exceed 15 percent of the plot area.

(B) *Floor-to-area ratio.* Uses other than a single family residence shall not exceed a combined floor-to-area ratio of 15 percent.

(C) *Pervious area.* The minimum pervious area shall be 70 percent of the plot area.

(D) *Exceptions.* The following exceptions shall apply:

(1) Plot coverage and floor-to-area ratio calculations shall not apply to buildings used for growing plants including, but not limited to, greenhouses, shade houses, and hydroponics nurseries.

(2) To the extent that an applicant needs to exceed plot coverage and/or floor-to-area ratio for a bona fide agricultural use, the applicant shall obtain a Special Exception pursuant to Article 170, and must demonstrate that the requirement prohibits, restricts, or otherwise limits a generally accepted farming practice.

Section 20-035. Setbacks.

All buildings and structures in the Agriculture Residential (AR) zoning district shall comply with the following minimum required setbacks:

(A) *Front setback.* Fifty feet.

(B) *Side setback.* Twenty-five feet.

(C) *Rear setback Twenty-five feet.*

(D) *Side street setback.* For properties that abut a street on more than one side, a side street setback of a minimum of 40 feet shall be provided.

(E) *Exceptions.* A nonconforming lot may utilize the following setbacks; provided, however, that the resultant setbacks shall not be more restrictive than the setback requirements of Palm Beach County as of November 16, 2010.

(1) Minimum setback requirements:

(a) If the minimum depth dimension is nonconforming:

Front: Fifteen percent of lot depth.

Rear: Ten percent of lot depth.

(b) If the minimum width dimension is nonconforming:

Side interior: Seven and one-half percent of lot width.

Side street: Ten percent of lot width.

(c) Nonconforming lots shall not apply a setback less than ten feet from any property line.

(2) The maximum lot coverage is 40 percent of the total lot area or the maximum allowed coverage, whichever is more restrictive.

(3) Accessory structures shall comply with all applicable Code requirements.

(4) To the extent that an applicant desires to decrease the required setback or increase the height of a structure to more than 35 feet for a bona fide agricultural use, the applicant shall obtain a Special Exception pursuant to Article 170, and demonstrate that the requirement prohibits, restricts, or otherwise limits a generally accepted farming practice.

(Ord. No. 2018-11 , § 2(Exh. A), 9-18-2018)

Section 20-040. Height.

No buildings or structure, or part thereof, shall be erected or maintained to a height exceeding 35 feet in the Agriculture Residential (AR) zoning district except for those specifically excepted from height limitations are identified in Section 15-015, "Exceptions from height limitations."

Section 20-050. Recreational vehicles.

(A) For properties which have a permitted residential structure within the agricultural residential zoning district, recreational vehicles shall be allowed on a temporary basis for living and sleeping purposes, provided there are no adjudicated Town Code violations pending against the property and/or unresolved penalties associated therewith subject to the following conditions:

(1) A registration permit, (the fee for the registration permit shall be set by a resolution of the Town Council) which shall only be valid for a less than 180 days and shall be required for each recreational vehicle parking space on an annual basis and shall be placed on the recreational vehicle occupying parking space where it can be seen from the exterior of the recreational vehicle;

(2) No recreational vehicle shall be allowed on a parcel less than one acre. One recreational vehicle shall be allowed on a parcel consisting of one acre and less than two acres; a maximum of two recreational vehicles shall be allowed on a parcel consisting of two acres and less than ten acres; and, no more than four recreational vehicles shall be allowed on a parcel consisting of ten acres or more;

(3) The person or persons residing in the recreational vehicle must demonstrate a permanent residence in another location;

(4) The placement of the recreational vehicle must be setback from all property lines by at least 25 feet;

(5) The recreational vehicle shall be hooked up to or have access to appropriate electrical service, potable well and sanitary sewer facilities (bathroom and septic tank) that have been installed pursuant to permits issued by, or approved by, the health department and applicable building and zoning codes, where required; portable/ pump-able septic tanks as well as the waste removal therefrom are permitted under this section subject to the requirements set forth hereinabove.

(6) Upon expiration of the registration permit the recreational vehicle shall not remain on property parked or stored and shall be removed from the property and any application for a new registration permit for that property may only occur after a minimum time period of six months has expired, unless the parking space was initially used for a period of less than six months, then a permit may be issued for the time period remaining on the initial six-month time period;

(7) The parcel owner, where the recreational vehicle(s) site is located, shall be required to allow Town staff, or its agents, to inspect the recreational vehicle(s) in such a manner and time as determined by the Town Manager, upon at least 24 hours' notice.

(8) Recreational vehicles shall only be used for their designed and intended purpose as evidence by the manufacturer's certification.

(9) A recreational vehicle that is not occupied must be owned or leased by the property owner or tenant of the property.

(10) Unoccupied recreational vehicles shall not be used for storage or any other non-residential use for which it was not designed and manufactured as evidenced by the manufacturer's certification.

(11) No recreational vehicle shall be kept in an abandoned, inoperable, junked, disabled, wrecked, discarded or otherwise unused condition.

(B) This section shall not apply to caretaker's quarters, groom's quarters and construction trailers.

(C) Any violation of this section may subject the property owner and/or recreational vehicle user to code enforcement action or any other legal action as determined by the Town.

(D) Requests for such a registration permit shall be submitted in writing to the Town Manager together with such fees, if any, as the Town requires and is set forth in the Town Code.

(Ord. No. 2020-07 , § 2, 3-16-2021)

ASSUMPTIONS AND LIMITING CONDITIONS

1. This is an appraisal report, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2 of the Uniform Standards of Professional Appraisal Practice. As such, it presents summary discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is summarized in this report and/or retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for unauthorized use if this report.

2. Unless otherwise stated, the value appearing in this appraisal represents our opinion of the Market Value of the value defined AS OF THE DATE SPECIFIED. Values of real estate are affected by national and local conditions and, consequently, will vary with future changes in such conditions.

3. Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use. The physical report(s) remain the property of the Appraiser for the use of the client, the fee being for the analytical services only. The report may not be used for any purpose by any person or corporation other than the client or the party to whom it is addressed, or copied without the written consent of an officer of the appraisal firm of Parrish & Edwards, Inc., and then only in its entirety.

4. Neither all, nor any part of, the contents of this report shall be conveyed to the public through advertising, public relations efforts, news sales, or other media without written consent and approval of an officer of Parrish & Edwards, Inc.; nor may any reference be made in such public communications to the Appraisal Institute or the MAI/SRA/SRPA designations.

5. The Appraiser may not divulge the material contents of the report, analytical findings, or conclusions, or give a copy of the report to anyone other than the client or his designee, as specified in writing, except as may be required by the Appraisal Institute or as they may request in confidence for ethics enforcement or by a court of law or body with the power of subpoena.

ASSUMPTIONS AND LIMITING CONDITIONS (CONT'D)

6. Analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.

7. This appraisal is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis which are set forth were prepared by the Appraiser(s) whose signature(s) appear on the appraisal report, unless indicated as Review Appraiser. No change of any item in the report shall be made by anyone other than the Appraiser, and the Appraiser and the firm shall have no responsibility if any such unauthorized change is made.

8. No responsibility is assumed for matters legal in character or nature, nor matters of survey, nor of any architectural, structural, mechanical, or engineering nature. No opinion is rendered as to the title which is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in particular parts of the report.

9. No responsibility is assumed for accuracy of information furnished by or from others, the clients, his designee, or public records. We are not liable for such information or the work of possible subcontractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit. All are considered appropriate for inclusion to the best of our factual judgment and knowledge.

10. The contract for appraisal, consultation, or analytical service is fulfilled and the total fee payable upon completion of the report. The Appraiser or those assisting the preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal in full or in part nor engage in post-appraisal consultation with client or third parties, except under separate and special arrangement and at an additional fee.

ASSUMPTIONS AND LIMITING CONDITIONS (CONT'D)

11. The sketches and maps in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Various photos, if any, are included for the same purpose and are not intended to represent the property in other than actual status, as of the date of the photos.

12. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which made it more or less valuable. The Appraiser assumes no responsibility for such conditions or the engineering which might be required to discover these facts. No topographical survey was provided.

13. The distribution of the total valuation of this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in the conjunction with any other appraisal, no matter how similar, and are invalid if so used.

14. No environmental or impact studies, special market studies or analyses, highest and best use analysis study, or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report. The Appraiser reserves the unlimited right to alter, amend, revise, or rescind any of the statements, findings, opinions, values, estimates, or conclusions upon any subsequent such study or analysis of previous study or analysis, subsequently becoming known to him.

15. The market value estimated and the cost used are as of the date of the estimate of value. All dollar amounts are based on the purchasing power and price of the dollar as of the date of the value estimate.

16. This appraisal expresses our opinion and employment to make this appraisal was in no way contingent upon the reporting of a predetermined value or conclusion. The fee for this appraisal or study is for the service rendered and not for the time spent on the physical report.

ASSUMPTIONS AND LIMITING CONDITIONS (CONT'D)

17. The value estimate in this appraisal report is gross without consideration given to any encumbrance, restriction, or questions of title unless specifically defined. The estimate of value in the appraisal report is not based in whole or in part upon the race, color, national origin of the present owners, or occupants of the properties in the vicinity of the property appraised.

18. In this appraisal assignment, the existence of potentially hazardous material used in the construction or maintenance of the building, such as the presence of urea formaldehyde foam insulation, and/or the existence of toxic waste, which may or may not be present on the property, has not been considered. The Appraiser is not qualified to detect such substances. We urge the client to retain an expert in this field, if desired.

    Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the Appraiser become aware of such during the Appraiser's inspection. The Appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The Appraiser, however, is not qualified to test such substances or conditions. The presence of such substances such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions may affect the value of the property. The value estimate is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in the field of environmental impacts upon real estate, if so desired.

ASSUMPTIONS AND LIMITING CONDITIONS (CONT'D)

19. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.

20. ACCEPTANCE OF, AND/OR USE OF, THIS APPRAISAL REPORT CONSTITUTES ACCEPTANCE OF THE PRECEDING CONDITIONS.

QUALIFICATIONS

BRIAN G. "BRIG" EDWARDS, MAI
STATE CERTIFIED GENERAL REAL ESTATE APPRAISER #RZ1303

PERSONAL

Born in Rome, GA. Resident of Palm Beach County, Florida for over 40 years.

EDUCATION

University of Florida - 1980-1985
B.S. Degree in Chemical Engineering

University of Texas at Austin - 1987-1989
Master's in Business Administration (MBA) with a concentration in real estate.

PROFESSIONAL AFFILIATIONS

Member - The Appraisal Institute, MAI Member No. 10,815 (1995)

PROFESSIONAL SERVICE

Served as a Special Master to oversee Tax Appeals for Palm Beach County.
Qualified as an Expert Witness in Palm Beach County Circuit Court.

GEOGRAPHIC LOCATIONS FOR ASSIGNMENTS COMPLETED

Florida	Virginia	Pennsylvania
Wisconsin	Texas	Connecticut

WORK EXPERIENCE

Parrish & Edwards, Inc. - Partner, January, 1997 to Present
Commercial Appraiser, August 1989 to January, 1997

Golf Investment Advisors, Inc. - Principal, October 1998 to June 2001

Bailey Controls Company, Houston, TX - Acting District Service Manager 1986-1987
Service Engineer 1985-1986

TYPES OF PROPERTY APPRAISED

Adult Congregate Living Facilities (ACLF)	Office Buildings
Apartment Complexes	Permanent Easements
Community Shopping Centers	Residential Projects
Distribution Warehouses	Restaurants
Golf Courses	R/W Acquisitions
Hotels/Motels	Service Stations
Manufacturing Plants	Single Family Residences
Marina	Special Purpose Properties
Mini-Storage Facilities	Vacant Acreage: Commercial & Residential
Multi-Family Up to 4 Units	Vacant Lots
Neighborhood Shopping Centers	Wetlands

TYPES OF VALUATION/CONSULTATION SERVICES PERFORMED

Appraisals	Leasehold & Lease Fee Valuations
Condemnations	Market Studies
Feasibility	Reproduction/Replacement Cost Estimates
Highest & Best Use Studies	

PROFESSIONAL COURSES / SEMINARS (MOST RECENT)

Valuation Bias: The Invisible Fence of Racial Discrimination, October 2025
Online Business Practices and Ethics, June 2025
Performing Estate Appraisals, May 2025
FL Appraisal Laws and Regulations, May 2025
FL National USPAP, May 2025
Appraisal of Industrial & Flex Buildings, May 2025
Real Estate CE with Ethics and Core Law, March 2025
FL Appraisal Laws and Regulations, December 2023
FL National USPAP, December 2023
Supporting Your Adjustments – Methods for Residential Appraisers, December 2023
Market Disturbances – Appraisals in Atypical Markets and Cycles, December 2023
The Income Approach: An Overview, December 2023
The Sales Comparison Approach, December 2023
Appraisal of Owner Occupied Commercial Properties, January 2021
Appraising Small Apartment Buildings, January 2021
Online Business Practices and Ethics, January 2021
The Cost Approach, January 2021
Commercial Land Valuation, January 2021
Intro to Expert Witness Testimony, December 2020
Uniform Appraisal Standards-Federal Land Acquisitions (Yellow Book), Dec., 2020
Commercial Land Valuation, November 2020
Online Business Practices and Ethics, February 2020
FL National USPAP, February 2020
Real Estate for Sales Associate, January 2020
Managing Appraiser Liability, December 2019
The Income Approach: An Overview, November 2019
The Cost Approach, November 2019
Florida Appraisal Law, June 2018
FL National USPAP, June 2018
Appraisal of Owner Occupied Commercial Properties, December 2017
Appraising Small Apartment Properties, December 2017
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Online Analyzing Operating Expenses January 2010

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

EDWARDS, BRIAN G

3418 WEST MALLORY BOULEVARD
JUPITER FL 33458

LICENSE NUMBER: RZ1303

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Item 15.

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

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

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

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

DATE: **January 6, 2026**

SUBJECT: **Update on Conservation Easements**

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

Background:

The Town Council may recall that the Town received an offer to accept a payment in exchange for a release of a conservation easement. In that case, predecessors in title to the current owners, had denuded the entirety of the conservation easement. The current owners became the owners through a foreclosure proceeding. The Town Attorney will address the purchase situation under a separate memorandum.

However, prior to considering the release, the Town Council wanted a report on the status of the other conservation easements that had been conveyed to the Town from Palm Beach County after incorporation. The Town Council did not want to set a precedent or encourage the removal of existing healthy conservation areas.

Staff, through assistance with contract experts, determined that there are nineteen (19) parcels which possess conservation easements or restrictive covenants. This list was previously provided to the Town Council at a Council meeting. Six properties were established to be restrictive covenants, which are handled differently than conservation easements, so they were excluded from further analysis.

Since providing the list, the contract experts have determined through aerials that three (3) parcels have been disturbed to the point that they no longer operate as a conservation easement. Further, the contract experts determined that they needed to visit ten (10) properties to determine if the property in question no longer operates as a conservation easement. Attached is a summary of the contract experts' attempts to visit these properties.

Fiscal Impact:

Cost of the contract experts to provide a summary of the various conservation easements conditions.

Recommendation/Motion: None

Attachments: None

Map No.	Address (Location)	Preserve Acres	Contact Information	Called	Visit Notes
1	2681 F Road	1.55	**Nicholas Arsali -- (561) 740-1320, nickarsali@gmail.com**	Arsali Called. Will have attorney look into the matter.	Attorney emailed stating that the Conservation Easement was the result of a Settlement Agreement for clearing without a permit. The permit was never acted upon. Issue needs further discussion with the Town
2	2525 B Road	1.8	**Bryan Abel -- (561) 644-7970**	Left message twice. No response	Need to send the letter requesting access.
6	Tangerine Drive	4.66	**no information on file**	No information on file - Owner in Wellington	PAPA Use Code - 0900 - Residential Common Area/Element. Heavily vegetated. May have been a part of historical plat on the east side of C Road. Need to send the letter requesting access.
7	530 C Road	1.52	**Haley Family, LP (954)605-0139 gil@gilhyatt.com & JIMCO (561) 722-2677, jim@starelcon.com**	Called owner. Contacted tenant to arrange a site visit	Visited the site on 12/17. Site heavily vegitated. Little or no maintanance done. Some storm-related trees/palms are down. A lot of non-native species.
12	3707 D Road	1.09	**no information on file**	No information on file - Owner in Wellington	Need to send the letter requesting access.
16	1201 F Road	0.66	**Kris Strong -- (754) 581-4095, krisstrong@yahoo.com**	Called. Denied access.	Observed site from adjacent driveway. May have been some natives removal. Previous site visit to prepare a Veg Waiver. Possible Code Case. Jeff said he will follow-up.
17	D Road no addres	2.25	**Kenneth & Deena Altman -- (561) 517-4752, (561) 792-9770, tcooper@altamanplants.com, if not try tcooper@altmanplants.com**	No call based upon aerial photo	Property totally cleared based upon aerial.
18	~~1544 C Road~~ 999 B Road	0.69	~~**Larry Carlton – (561) 718-9784, carlton_1@bellsouth.net**~~	No call yet. Just clarified site location. Need to contact owner.	Visited site on 12/17. Gated and no access. Need to send the letter requesting access.
19	2330 D Road	2.48	**Voided/Old BTR Info…….Casperey Stables, (561)214-1491, info@caspereystables.com**	No call yet. Visited site on 12/16.	Spoke with the owner at site visit on 12/17. Denied access, as she needs to discuss an issue with PAPA first. Need to send the letter requesting access.
20	~~Can't determine property location~~ Determined locaion to be 41-41-43-17-01-419-0010	0.81	~~**Need more information**~~ **Have PAPA records.**	Not yet	Need to send the letter requesting access.

Visit Schedule Dec 16 - 18

Map No.	Address (Location)	PCN	Preserve Acres	Preserve Intact	CE	Assigned Year	Notes
1	2681 F Road	41-41-43-17-01-523-0010	1.55	Yes	CE	1996	
2	2525 B Road	41-41-43-17-01-137-0020	1.8	Yes	CE	2002	
6	Tangerine Drive	41-41-43-32-05-016-0000	4.66	Yes	CE	1999	Entire parcel is CE
7	530 C Road	41-41-43-32-05-000-0010	1.52	Yes	CE	2001	
12	3707 D Road	41-41-43-17-01-426-0010	1.09	Yes	CE	1998	
16	1201 F Road	41-41-43-17-01-453-0020	0.66	Yes	CE	1997	
17	D Road no addres	41-41-43-17-01-000-0020	2.25	Yes	CE	2002	Entire parcel is CE
18	1544 C Road	41-41-43-17-01-307-0030	0.69	?	CE	2001	Survey does not match property
19	2330 D Road	41-41-43-17-01-523-0010	2.48	Yes	CE	2002	
20	Can't determine property location	?	0.81	?	CE	1994	Needs sketch and legal to confirm preserve location

Map No.	Owner
1	Florida Land Trust Services, Inc./2681 F Rd Land Trust
2	Brian T. and Diana C. and William W Abel Trust/William and Diana Abel TR Title Holders
6	Nen Chin and Wen Mei Liu
7	Haley Family Limited Partnership and Jimco of Florida LLC
12	30 Yards Polo, Inc.
16	Kimberly and Kristian Strong
17	Deeana and Kenneth Altman TR
18	Andrea and Larry Carlton TR/Larry Carlton et al TR Tiele Holders
19	Charles T and Loretta M Cooper
20	Unknown

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

AGENDA MEMO

TO: **Board of Supervisors of the Loxahatchee Water Control District**

FROM: **Gary R. Clough, Public Works Project Management Specialist**

Craig Lower, Public Works Superintendent

DATE: **December 17, 2025**

SUBJECT: **Report of District Works Improvements for the 2025/ 2026 Calendar Year**

Background: The Loxahatchee Groves Water Control District (District) is a dependent special district, a legally organized, political subdivision of the State with assessment authority to carry out its responsibilities. The District is responsible for drainage, flood control protection, water management and reclamation of lands, and maintenance and improvements within its boundaries. The District includes approximately 8,000 acres that extend from 162nd Drive North to Folsom Road and from Southern Boulevard (SR 80) to one-half mile north of North Road. The District owns, constructs, operates and maintains the works of the District, including public rights-of-way for canals, levees, gated water control structures and a pumping station. While in the past the roads were part of the District, the maintenance of the roads became part of the Town and the Town's Public Works Department after the District became a dependent district.

Capital Improvements of the District Works – In calendar year 2025, a total of ten culverts were replaced through the capital improvement plan approved by the Board of Supervisors of the District in FY-25. Table 1 below represents those culverts and their locations.

Table 1 Contractor Replaced Culverts

Loxahatchee Groves Water Control District Culvert Replacement Project				
Location	**Diameter**	**Length**	**Installing Contractor**	**Material**
25th ST and Folsom Rd.	48in	100ft	Hurr Homes	HDPE
25th ST N & Folsom Rd.	48in	40ft	Hurr Homes	HDPE
Bunny Lane and D Rd.	96in	40ft	Hurr Homes	HDPE
Bunny Lane and D Rd.	18in	2x30 ft	Hurr Homes	HDPE

The Town of Loxahatchee Groves Public Works staff replaced a number of culverts throughout the District. Many of the culverts were replaced due to failure or impact from an external source. Table 2 indicates the location and type of work completed by staff throughout the year.

Table 2 Staff Replaced or Repaired Culverts

Loxahatchee Groves Water Control District Culvert Replacement Project				
Location	**Diameter**	**Length**	**Material**	**Work Done**
1102 Hyde Park	15in	40ft	HDPE	Replacement
1031 Hyde Park	15in	20ft	HDPE	Replacement
958 Hyde park	15in	40ft	HDPE	Replacement
852 Hyde park	15in	40ft	HDPE	Replacement
959 Hyde Park	15in	40ft	HDPE	Replacement

Canal Bank Restoration – During the 2025 calendar year staff and contractors remediated the canal banks in the district canals in several locations. Table 3 indicates the areas of the District in which work was completed and by whom.

Table 3 Canal Bank Repairs and Works

Loxahatchee Groves Water Control District Canal Enhancement Project			
Location	**Length**	**Installer**	**Work Done**
A Road	2,000 ft	Staff	Relocated Bank for Road Project

District Gate Structures – The District operates a total of four gates on the south end of the Town. They are located at A Rd Canal and Southern, Folsom Canal and Southern, and two at D Rd and Southern. They are currently operational and functioning but require rehabilitation. The FY26 budget provides a minimal amount which will provide for some maintenance and safety items to be address. An investment in the water control structures will need to be made to prevent a catastrophic failure of the gate system.

District Water Pumping System – The District operates 1-150HP vertical turbine pump located at D Rd adjacent to the District headquarters. The motor for this was rebuilt and installed in 2023. The vertical turbine pump needs to be evaluated and its replacement budgeted. The current floor is not safe and it is in this years plan to repair or replace the components needed to make it safe for staff. The existing pumping facilities at this location should be enhanced as the irrigation water for the agriculture properties come from the district canals. In the event of catastrophic failure of the existing pump, there is a chance the canal levels could be depleted below operational levels and cause a water shortage to our agricultural residents.

District Facilities – The District and Public Works Department operate from a one-acre facility located at 245 W D Rd. The current facility was built in the 1950's and in desperate need of replacement. The walls of the shop storage area are compromised and either rotted from age or infested with termites. The pavilion that stores the town and district equipment is held up with old grader blades and is also compromised from age, termites, and wood rot. The office building is a converted shed that was created into an auditorium/office over 50 years ago. This structure is in need of repairs and many employees have expressed concerns with the health of the building. Replacement of the District and Public Works facility should be budgeted in the near future to avoid any major issues.

Future CIP Projects – In the FY26 several culverts were included in the CIP plan. Those culverts appear in Table 4. The District Engineer is working on the bid documents for these culverts and they should be in process to be replaced in the second and third quarter of 2026. Other small culverts have been identified as damaged or in need of replacement that will be completed by internal staff. Those appear in

Table 5.

Table 4 FY26 ITB Culverts

Loxahatchee Groves Water Control District FY26 Culvert Replacement Project				
Location	**Diameter**	**Length**	**Material**	**Work Done**
F Rd & Collecting Canal	96in	90ft	HDPE	Replacement
F Rd & Collecting Canal	72in	2 x 60ft	HDPE	Replacement
F Rd & Collecting Canal	36in	40ft	HDPE	Replacement
Kerry Ln & F Rd	96in	40ft	HDPE	Replacement
Kerry Ln & F Rd	18in	30ft	HDPE	Replacement
Kerry Ln & F Rd	18in	30ft	HDPE	Replacement

Table 5 Small Culverts to be Replaced by Staff

Loxahatchee Groves Water Control District Small Culvert Replacement Project				
Location	**Diameter**	**Length**	**Material**	**Work Done**
13956 North Rd	18in	40ft	HDPE	Replacement
15410 North Rd	18in	40ft	HDPE	Replacement
14042 North Rd	18in	40ft	HDPE	Replacement
15030 Timberlane Pl	18in	40ft	HDPE	Replacement
1531 C Rd	18in	40ft	HDPE	Replacement
1523 C Rd	18in	40ft	HDPE	Replacement
14702 North Rd	18in	40ft	HDPE	Replacement
3975 147th Ave N	18in	40ft	HDPE	Replacement

Outlook for the District – Since its creation in 1917, the maintenance component of the operation of the district has been kept to a minimal level. Even with the recent enhancement of staffing, the work required to maintain the district works is still at or below needed levels just to maintain that district facilities. Throughout the town there are over 100 roads that require some type of improvement to the stormwater transport system to alleviate flooding concerns of the residents. There are also many District owned culverts that are in need to major repair or replacement. The four gates operated by the district are in urgent need of updating and rehabilitation. The current control system for the gates is so antiquated that several components have to be repaired instead of replaced as they are no longer available, even used. Eventually, the control systems for the gate controls will get to a point where they are no longer serviceable. Water retention during the dry season of the State is becoming an increasing issue, especially North of Okeechobee Blvd. The District is working with various agencies through our grant writing team to secure funding to install controllable weirs north of Okeechobee Blvd and install a second pumping station to transport water north and retain it at a higher level. Another item in need of inclusion in the districts future plans is the removal of sediment from the district canals. Documentation that district has indicates the canal bottoms are to be at 10’ NGVD (8.5’ NAVD). Currently many of the canals are between 15 and 16 feet NGVD. This indicates that between five and six feet of sediment is currently located in all or nearly all of the canals. With over 30 miles of canals, this task will take many years to correct, once funded. This project needs to be phased by priority and elevated as an overall priority as the canals, besides being used for flood control, storage and agricultural purposes, are also available to fire rescue for fire suppression in the event of a fire. With the amount of sediment found in the canals, this might become an issue.

Staff Recommendation: Motion to receive and file the Report on District Works

KESHAVARZ
& ASSOCIATES
CIVIL ENGINEERING | SURVEYING | CONSULTING

DEP AGREEMENT NO. 23PLN101

Vulnerability Assessment
REPORT

for

Resilient Florida – Florida Department of Environmental Protection

Prepared for:

Town of Loxahatchee Groves, FL

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Issued: September 5, 2025
Prepared By: Randy Wertepny, P.E.& Kevin VanArman, P.E.
K&A Project No. 23-1436

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Executive Summary

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Purpose

The study and report are intended to meet the requirements of Florida Statute 380.093 (380.093 F.S.) for conformance with the Statewide Flooding and Resilience Plan as stated therein. The study included collection of real-world asset data and review of published materials, modeling specified storm events, and categorizing risk to Critical Assets as defined in 380.093 F.S., (2)(a).

Study Area

The Study Area encompasses the entire service limits of the Loxahatchee Groves Water Control District (approximately 8,000 acres) which overlaps the incorporated limits of the Town of Loxahatchee Groves and is located within the Western C-51 Basin in eastern Palm Beach County. The Study Area contains mainly open and agricultural land uses, with limited commercial uses located along the southern limits of the Town and scattered pockets of more compact single-family residential areas dispersed among the more typical five-acre lots.

The general boundary of the Study Area spans from 162nd Drive North along the western boundary to Folsom Road/ Crestwood Boulevard along the eastern boundary, from Southern Boulevard (State Road 80) along the southern boundary to the northern limits of parcels fronting North Road. A map of this area is provided in Exhibit 1 – Town of Loxahatchee Groves Location and Boundary Map.

A grid of seven (7) major north-south and two (2) main east-west canals outfalls to the C-51 Canal on the south side of Southern Boulevard/ State Road 80 through a primary gated structure located at D Road and secondary operable gates at the south ends of A Road and Crestwood Boulevard. The major north-south canals are connected by lateral canals at North Road and Collecting Canal Road for conveyance to the main outfall structure at D Road.

Modeling

Workflow for this study utilized multiple software programs to coordinate inputs and results for display with modeling software from StormWise Version 4.08.02 from Streamline Technologies, Inc. (formerly ICPR). Primary model inputs are based on survey data, aerial imagery, and LiDAR topography. These inputs are identical throughout the model runs, with the exception of the tailwater time series data for the C-51 Canal. Tailwater time series inputs were set for each specific modeling scenario to reflect results of previous regional modeling efforts of the C-51 Canal by the SFMWD.

Scenarios encompass the 2025 (Present), 2040 and 2070 Planning Horizons using 100-year (1% chance annually) and 500-year (0.2% chance annually) recurrence intervals and three-day rainfall events. Present-day (2025) precipitation values were obtained from NOAA. 2040 and 2070 rainfall amounts for the 100-year recurrence interval are based on the upper range emission (RCP 8.5) scenario from NCICS. A change factor was applied to the 2025 500-year rainfall value based on the upper range NCICS values for 2040 and 2070 to estimate precipitation for the 500-year return period in the 2040 and 2070 simulations.

Two control structures in the C-51 Canal separate the Town from direct impact by tidal and storm surge impacts, but those effects will presumably influence water levels in the receiving C-51 Canal. To account for the effects of future tide and sea level rise, this model uses C-51 tailwater stages from the recent

(2025) Eastern Palm Beach County Flood Protection Level of Service Study (FPLOS) completed by the SFWMD.

Scenario Summary				
Rainfall Event, Planning Horizon	**FPLOS SLR (ft)**	**Rainfall (in)**	**Tailwater Max. (ft NAVD)**	**NOAA SLR (ft)**
10Y-3D, 2025[1]	--	10.0	12.74	--
25Y-3D, 2025[2]	--	12.3	13.86	--
100Y-3D, 2025	--	17.0	15.22	--
100Y-3D, 2040	1	19.87	16.2	Intermediate-High (0.75 IL - 0.92 IH)
100Y-3D, 2070	3	22.61	16.2	Intermediate-High (1.44 IL - 2.59 IH)
500Y-3D, 2025[3]	--	23.60	15.22	--
500Y-3D, 2040[3]	1	27.58	16.2	Intermediate-High (0.75 IL - 0.92 IH)
500Y-3D, 2070[3]	3	31.39	16.2	Intermediate-High (1.44 IL - 2.59 IH)

1. *10Y-3D simulation applies to roadway and drainage corridor assets only.*
2. *25Y-3D simulation represents approximate conditions of Hurricane Isaac (2012), not included in final results*
3. *500Y simulation results not included in priority ranking*

Summary of Results

A storm water management system model was created in ICPR using County-published topographic data and field-surveyed data acquired for the Town's operational assets. A complete report of modeling outputs for all basins is included in Appendix 1 – Basin Maximum Report which shows the basin maximum stage and flooded percentage of the basin area. Town-wide maps of resulting flood depths are included in Appendix 2 – Study Area Basin Result Maps. Exhibits of flood depths at the locations of Critical Assets are included in Appendix 3- Critical Asset Basin Result and Risk Level Maps. Exhibits of roadway and drainage assets are included in Appendix 4 – Roadway and Drainage Corridor Basin Result and Risk Level Maps.

Risk Levels for Critical Assets were assigned through visual inspection of reference layers and results, and are specific to each asset based on the available information. See discussion in the Results section of this report for additional description of this process.

Specified storm events were modeled and resulting water elevations were compared to the Critical Asset Inventory to categorize the potential risk of impacts to Critical Assets or interference with services provided to the public in association with these Critical Assets as follows:

Critical Assets Risk Level

Level 0: Minimal Risk

Little or no impact indicated by flood depth results. Flooding does not appear to affect access to or function of the critical asset.

Level 1: Low Risk

Low risk that flood depth may limit access to or use of a critical asset. Access to secondary features like parking areas, storage tanks, storage sheds, or equipment control rooms may be partially impacted.

Level 2: Moderate Risk

Moderate risk that flood depth may limit access to or use of a critical asset. Access to the asset may be greatly limited by depth of flooding. Secondary features may be flooded or inaccessible. Vehicular access by passenger vehicles may be restricted. Depths may exceed two feet in vehicular areas, regardless of the length of the flooded area.

Level 3: High Risk

High risk that flood depth may limit access to or use of a critical asset. Vehicular access may be submerged greater than two feet, pedestrian route from vehicle to asset is submerged, and secondary features like fuel storage containment barriers may no longer be able to prevent contamination of flood water.

Roadway and Drainage Corridor Risk Level

Level 0: Minimal Risk

Flood depth less than 1 foot depth, less than 100 continuous feet of roadway travel length

Level 1: Low Risk

Flood depth from 0 to 1 foot for a minimum of 100 continuous feet of roadway travel length

Level 2: Moderate Risk

Flood depth from 1 to 2 feet for a minimum of 100 continuous feet of roadway travel length

Level 3: High Risk

Flood depth greater than 2 feet for a minimum of 100 continuous feet of roadway travel length

Ranking points were assigned by multiplying the resulting Risk Level of each 100-year scenario by the Planning Horizon multiplier to prioritize more immediate concerns. The 100-year return period baseline should allow adaptation strategies to coincide with most agency planning, permitting, resiliency guidance, building codes, and flood insurance standards.

2025	X3
2040	X2
2070	X1

500-year recurrence interval scenarios were not scored in rankings due to low probability of occurrence, incompatibility with typical lifecycle cost-benefit analysis for improvements from a budgetary standpoint, and limitations of applicability on a per-project basis.

Critical Assets

ID	Critical Asset Name	Asset Group	Address	Basin
1	PBC Fire Station 21	3	14200 OKEECHOBEE BLVD	OK-S-03
2	Palms West Hospital	3	13001 SOUTHERN BLVD	CC-12
3	LG Town Hall	3	155 F RD	CC-S-09
4	Communication Tower (PBCSB)	2	14367 CITRUS DR	DS-E-01
5	LGWCD Primary Discharge Structure	2	D RD CANAL AT TANGERINE DR	DS-01
6	LGWCD Maintenance/Pump House	2	245 W D RD	DS-W-01
7	US Transportation / Fire Tower	2	14400 6TH CT N	CC-S-05
8	Forest Service	3	600 D RD	CC-S-05
9	LG Elementary School	3	16020 OKEECHOBEE BLVD	OK-01

100-Year Recurrence Interval Risk Level and Ranking

	2025 (X3 Points)			2040 (X2 Points)			2070 (X1 Points)			TOTAL	
ID	Max.El.	% Basin Area	Risk Level	Max.El.	% Basin Area	Risk Level	Max.El.	% Basin Area	Risk Level	Ranking Points	Rank
1	18.42	88.82%	2	18.68	90.91%	2	18.89	94.61%	2	12	3
2	17.61	61.86%	0	17.97	63.39%	1	18.16	64.80%	2	4	6
3	17.59	97.42%	2	17.95	99.95%	3	18.14	100%	3	15	1
4	17.27	73.86%	2	17.61	79.75%	3	17.76	82.21%	3	15	2
5	16.47	50.77%	0	17.16	54.66%	2	17.28	55.34%	2	6	5
6	17.43	79.73%	0	17.78	85.01%	0	17.95	93.38%	0	0	---
7	17.40	87.91%	0	17.81	89.79%	0	18.00	93.22%	0	0	---
8	17.40	87.91%	0	17.81	89.79%	0	18.00	93.22%	0	0	---
9	17.94	91.16%	1	18.10	91.65%	2	18.22	92.01%	3	10	4

500-Year Recurrence Interval Risk Level

	2025			2040			2070		
ID	Max.El.	% Basin Area	Risk Level	Max.El.	% Basin Area	Risk Level	Max.El.	% Basin Area	Risk Level
1	18.94	95.14%	3	19.25	96.60%	3	19.53	97.73%	3
2	18.03	63.79%	1	18.46	68.97%	2	18.72	75.05%	3
3	18.12	100%	3	18.52	100%	3	18.80	100.00%	3
4	17.62	79.92%	2	18.02	94.04%	3	18.23	95.03%	3
5	16.86	53.05%	0	17.55	56.72%	2	17.76	58.38%	3
6	17.85	89.26%	0	18.26	94.37%	0	18.50	95.13%	0
7	17.52	88.46%	0	17.99	93.18%	1	18.19	93.88%	1
8	17.52	88.46%	0	17.99	93.18%	1	18.19	93.88%	1
9	18.22	92.01%	3	18.45	92.65%	3	18.68	93.25%	3

Note: Points and Ranking based on 100-year recurrence interval only. 500-year recurrence interval events are not included in the ranking matrix.

Roadway and Drainage Corridor Critical Assets

100-Year Recurrence Interval Risk Level and Ranking

(North-south roads divided into north (N) and south (S) segments at Okeechobee Blvd)

Roadway & Drainage Corridor Asset ID	2025 Risk Level	2040 Risk Level	2070 Risk Level	Ranking Points	Rank
25th	1	1	1	6	11
AN	1	2	2	9	6
AS	1	1	1	6	11
BN	1	1	2	7	8
BS	2	2	3	13	1
CN	1	1	2	7	8
CS	1	1	1	6	11
DN	1	1	1	6	11
DS	1	1	1	6	11
EN	1	2	2	9	6
ES	1	1	2	7	8
FN	1	1	1	6	11
FS	2	2	3	13	1
GE	2	2	2	12	3
GW	1	1	1	6	11
NW	0	1	1	3	18
NE	2	2	2	12	3
CC	2	2	2	12	3
OK (County)	2	2	2	---	---
FOLN (County)	1	1	1	---	---
FOLS (County)	1	1	1	---	---
Southern Blvd (State)	0	0	0	---	---

Note: Points and Ranking based on 100-year recurrence interval only. 500-year recurrence interval events are not included in the ranking matrix.

Roadway and Drainage Corridor Critical Assets

500-Year Recurrence Interval Risk Level

(North-south roads divided into north (N) and south (S) segments at Okeechobee Blvd)

Roadway Name	2025 Risk Level	2040 Risk Level	2070 Risk Level
25th	1	2	2
AN	2	2	2
AS	1	1	1
BN	2	2	2
BS	3	3	3
CN	1	2	3
CS	3	3	3
DN	1	1	1
DS	1	1	2
EN	2	2	2
ES	1	2	2
FN	1	2	2
FS	3	3	3
GE	2	3	3
GW	1	2	2
NW	1	1	2
NE	2	3	3
CC	2	2	3
OK (County)	3	3	3
FOLN (County)	1	2	2
FOLS (County)	1	1	2
Southern Blvd (State)	0	0	0

Note: 500-year recurrence interval events are not included in the ranking matrix.

Summary of Recommendations for Development of Adaptation Strategies

Public Outreach and Education

- Enhance opportunities for public awareness, information, and input

Storage Capacity

- Investigate land acquisition for creation of reservoir area(s)
- Evaluate storage requirements for new development to balance Town-wide flood resistance
- Evaluate use of operable gates at Okeechobee Boulevard to maintain variable control elevations in north and south basins
- Evaluate interlocal partnership opportunities for offsite storage of captured water during larger storm events

Conveyance Capacity

- Evaluate upsizing undersized culverts
- Evaluate reduction in required culvert size for north-south canals
- Continue canal maintenance and debris removal
- Evaluate use of designated emergency outfall channels with larger pipes and greater outfall capacity to C-51 Canal
- Evaluate improvements in storage and conveyance from north portion of Town where access to outfall is most restricted

Outfall Operations

- Replace/ update outdated control systems and software
- Increase telemetry within Town system for better response control
- Consider adjustment of operation protocol to address a greater range of events and tailwater conditions
- Update/ upgrade outfall control structures at A Rd and Folsom Road to improve release capacity

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I. Introduction and Background

Introduction

The Town was incorporated in 2006 within a framework of historically agrarian properties, with drainage canals and unpaved roads managed since 1929 by the Loxahatchee Groves Water Control District. The Town is a recognized rural community and seeks to maintain its rural character while prioritizing safety and improving municipal services to its residents.

The Town's drainage system serves approximately 7,820 acres (12.2 sq. mi.), with the following use characteristics:

Land Use Category	**Acres**	
Commercial	150.49	1.92%
Agricultural	4092.83	52.33%
Residential	2486.97	31.80%
Government/ Inst.	18.70	0.24%
School/ Community/ Church	123.32	1.58%
Park	28.79	0.37%
Municipal Road and Drainage	286.48	3.66%
Vacant	608.10	7.78%
Commercial/ Open (Out of Boundary)	24.78	0.32%
TOTAL	**7,820.46**	**100.00%**

The Town system contains seven (7) major north-south canals parallelling the main roads. These primary canals are connected by two (2) lateral canals, one at North Road and one at Collecting Canal Road, for conveyance to the primary gated outfall structure at D Road. The Town's internal canal network outfalls to the C-51 Canal on the south side of Southern Boulevard/ State Road 80 through D Road and, as needed, secondary operable gates at the south ends of A Road and Crestwood Boulevard.

A detailed regional study of the C-51 Canal was completed by the South Florida Water Management District (SFWMD) in 2015 under the C-51 Basin Rule Re-Evaluation Study. The Town of Loxahatchee Groves is represented as Subbasin 11 within the C-51 West Watershed in that study. The Town's three gravity outfall structures to the C-51 Canal are represented in that model, and the results of the 100-Year, 3-Day scenario in that model are used as the basis for the current FEMA flood zone contours.

Based on the maximum 100-year stage in Subbasin 11 from that model, a FEMA Special Flood Hazard Area (SFHA) boundary was established at elevation 17.6' NAVD 88 (19.2' NGVD 29). Approximately 42% of the Town lies below this elevation, which puts it at significant risk of rainfall induced flood damage during a 1-in-100-Year design event.

The Town is bounded almost entirely by raised earthen berms which prevent overland flow from neighboring properties, and positive outfall is achieved via gravity to the SFWMD C-51 Canal at Southern Blvd/ SR 80. The Town does not provide any water or sewer service to residents, although some

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properties near the Town's southern boundary may have access to potable water and sanitary sewer from Palm Beach County utilities located along Southern Blvd/ SR 80 roadway corridor. A second County-operated potable water line exists along North Road. When lowered, water levels within the Town's system are maintained from the C-51 Canal using a permitted pump station located at D Road to replenish supply for emergency fire protection and irrigation, as well as recharge groundwater wells which are the primary resource for residential users within the Town.

In 2021, the Florida State Legislature enacted Florida Statute 380-093 Resilient Florida Grant Program, which set out guidelines for completion of vulnerability assessments to emphasize protection of critical assets providing emergency and government services. The statute mandates completion of a statewide resiliency plan that deals with the vulnerability of these critical assets to storm surge, sea level rise, and rainfall-related flooding issues, and implementing methods to reduce potential risks to the critical assets. Within the Resilient Florida Grant Program, the State of Florida Department of Environmental Protection (FDEP) is authorized to partner with local governments, districts, and other public entities to complete the vulnerability assessment process and facilitate corrective measures. This study was provided through agreement between the Town and FDEP for completion of a comprehensive vulnerability assessment under F.S. 380.093.

Location

The boundary of the Town of Loxahatchee Groves within Palm Beach County is shown in Exhibit 1 – Town of Loxahatchee Groves Location and Boundary Map. The Town's three gravity outfall structures connect to the C-51 Canal in the stream reach between SFWMD structures S-5A to the west and S-155A to the east. The Town is bordered by the City of Westlake to the north, the Village of Royal Palm Beach to the east, the Village of Wellington to the south, and unincorporated Palm Beach County to the west. Drainage service in the neighboring unincorporated area is provided by the Indian Trails Improvement District (ITID), a separate entity.

II. Description of Vulnerability Assessment

Critical Asset Categories per F.S. 380.093

The procedure for Vulnerability Assessment as described in 380.093 F.S. includes specific requirements for modeling and reporting to encompass present and anticipated conditions. The focus of the modeling effort is to assess potential risks to Critical Assets (as defined in the statute), and requires preparation of a Critical Asset Inventory which lists any such assets located within the study area. The Town's Critical Assets are shown in Exhibit 2 – Critical Asset Location Map.

There are four (4) categories of Critical Assets defined in the statute:

1) **Transportation assets and evacuation routes**
   All major Town-operated north-south roadways were included in the listing, divided into north and south regions at Okeechobee Boulevard. Major east-west roadways (North Road, Collecting Canal Road) were also included. In addition, potential impacts to State Road 80 (Southern Boulevard, under FDOT jurisdiction) and Okeechobee Boulevard under the jurisdiction of Palm Beach County were categorized.

Roadway Name	Segment Location	Asset ID	Asset Group
25th St N	--	25th	1
A Road	North of Okeechobee Boulevard	AN	1
A Road	South of Okeechobee Boulevard	AS	1
B Road	North of Okeechobee Boulevard	BN	1
B Road	South of Okeechobee Boulevard	BS	1
C Road	North of Okeechobee Boulevard	CN	1
C Road	South of Okeechobee Boulevard	CS	1
D Road	North of Okeechobee Boulevard	DN	1
D Road	South of Okeechobee Boulevard	DS	1
E Road	North of Okeechobee Boulevard	EN	1
E Road	South of Okeechobee Boulevard	ES	1
F Road	North of Okeechobee Boulevard	FN	1
F Road	South of Okeechobee Boulevard	FS	1
G Road East	--	GE	1
G Road West	--	GW	1
North Road	West of E Road	NW	1
North Road	East of E Road	NE	1
Collecting Canal Road	--	CC	1
The following roadway assets owned and maintained by other agencies are not included in the final results for this study			
Okeechobee Boulevard (County)	--	OK	1
Folsom Road (County)	North of Okeechobee Boulevard	FOLN	1
Folsom Road (County)	South of Okeechobee Boulevard	FOLS	1
Southern Boulevard (State)	--		1

2) Critical Infrastructure

This category includes wastewater treatment, water supply, electrical distribution, communications, and disaster management. Four (4) assets within the Town were identified under this category.

3) Critical Community and Emergency Facilities

This category includes schools, universities, community centers, emergency medical services, emergency operations facilities, fire stations, hospitals, law enforcement facilities, and other government facilities. Five (5) assets within the Town were identified under this category.

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Town Critical Asset Inventory

ID	Critical Asset Name	Category	Address	DrainBasin
1	PBC Fire Station 21	3	14200 OKEECHOBEE BLVD	OK-S-03
2	Palms West Hospital	3	13001 SOUTHERN BLVD	CC-12
3	LG Town Hall	3	155 F RD	CC-S-09
4	Communication Tower (PBCSB)	2	14367 CITRUS DR	DS-E-01
5	LGWCD Primary Discharge Structure	2	D RD CANAL AT TANGERINE DR	DS-01
6	LGWCD Maintenance/Pump House	2	245 W D RD	DS-W-01
7	US Transportation / Fire Tower	2	14400 6TH CT N	CC-S-05
8	Forest Service	3	600 D RD	CC-S-05
9	LG Elementary School	3	16020 OKEECHOBEE BLVD	OK-01

4) **Natural, cultural, and historical resources**
This category includes conservations lands, parks, surface waters and wetlands, and historical or cultural resources. There were no assets identified within the Town under this category.

Flood Risk Scenarios per F.S. 380.093

Modeling included an Exposure Analysis, in which the depth of flooding was determined based on the combined effects of rainfall, storm surge, and sea-level, and a Sensitivity Analysis, in which this depth of flooding was reviewed at critical asset locations and a risk level was assigned to categorize the potential for impacts. Specified future planning horizons include 2040 (approx. 15 years) and 2070 (approx. 45 years), and all simulations use a 3-Day storm event. Recurrence intervals included 100-year (1% annual chance) and 500-year (0.2% annual chance) events. A time scale multiplier was applied to the risk level under each simulation to determine a ranking with priority given to conditions with the most immediate risk.

Tidal Flooding per F.S. 380.093

Tidal flooding impacts are not currently expected to affect the Town directly, but will influence the tidal (downstream) connection of the receiving canal. Tidal flooding effects are considered by inclusion of the SFWMD FPLOS results for stages in the C-51 Canal in the tailwater time series for the Town model. FPLOS results are based on fixed incremental increases in sea level rise, which were compared to other agency data and correlated to the planning horizons in this study. A one-foot rise in sea level (SLR +1) corresponds to the approximate range for the 2040 planning horizon (NOAA 2017 Intermediate-Low = 0.75 ft - Intermediate-High = 0.92 ft), and the SLR +3 scenario conservatively approximates the 2070 event (Intermediate-Low = 1.44 ft – Intermediate-High = 2.59 ft).

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Storm Surge per F.S. 380.093

Storm surge impacts are not currently expected to affect the Town directly, but will influence the tidal (downstream) connection of the receiving canal. Storm Surge effects are considered by Inclusion of the SFWMD FPLOS results for stages in the C-51 Canal in the tailwater time series for the Town model. The Town's surface water management system is maintained at a control elevation of 14.5 ft NAVD 88, which exceeds the highest anticipated storm surge elevations. Additional separation provided by two in-line control structures in the C-51 Canal physically prevents the incident storm surge at the coastline from reaching the Town via the SFWMD canal network.

Rainfall-Induced Flooding for Inland Communities per F.S. 380.093

Rainfall-induced flooding for the 100-year and 500-year events is modeled for the 2025 (current), 2040, and 2070 planning horizons. All rankings for project priority are based on the 100-year recurrence interval. Smaller recurrence interval events were also modeled for baseline output (10-year) and comparison to a documented historical rainfall event (25-year).

Roadway and drainage critical assets were also assigned risk levels under the 10-year recurrence interval scenario considering the design requirements for roadways and potential effect that any impairment of these assets could have on the functionality of remaining infrastructure and resiliency response framework within the Town. All assets were assigned risk levels under the 500-year recurrence interval scenarios, but these scenarios were not considered in the priority ranking.

III. Background Data

1) Town and Property Boundaries

Geographic information for the Town of Loxahatchee Groves municipal boundary and for individual property boundaries within the Town was obtained from the Palm Beach County online GIS data catalog.

2) Roadways and Utilities

Geographic information for roadway centerlines was obtained from the Palm Beach County online GIS data catalog. The Town has no significant underground utilities for water or sewer. The overwhelming majority of occupants rely on groundwater supplies and septic systems for residential uses, and surface water from the canal system for irrigation purposes and fire protection.

3) Topographic Data

Topographic data for the study area was obtained from Palm Beach County in the form of processed LiDAR contours released in 2017. This topographic data was used to create a digital surface model and analyzed in the modeling software to determine stage-area relationships for upland drainage areas. LiDAR data is shown in Exhibit 3 – LiDAR Map.

Field survey of the canals was conducted to overcome inherent limitations in the use of LiDAR for mapping underwater environments, as light detection becomes less accurate when interacting with the reflective surface of a water body. Field survey data and cross-sections were

used as the basis for determining canal basin stage-storage relationships in the modeling software and assigning cross-section geometry to channel segments for hydraulic analysis. This allowed the simulations to account for the full storage and conveyance capacity of canals beneath the existing water surface during scenarios involving drawdown or lowering of the controlling elevations for gate operations.

4) Records Review

Review of publicly available records was conducted to establish a baseline for property inclusion/ exclusion and other operational aspects of the existing surface water management system. These records included permits issued by public agencies, property records, and previous studies of the drainage area.

Previous regional modeling of the C-51 Basin in 2015 by the South Florida Water Management District (SFWMD) was used to establish tailwater conditions at the Town's outfall connection to the C-51 Canal in the 2025 10- and 25-Year events. More recent modeling of the C-51 Canal and tributary watersheds in 2025 was used to establish tailwater conditions for the 100-Year events in the 2025, 2040 and 2070 planning horizons using climate projection data for sea-level rise at high tide and storm surge effects.

5) Rainfall Induced Flooding

Present-day (2025) rainfall amounts were obtained from the NOAA Atlas 14, Volume 9, Version 2, Point Precipitation Frequency Estimates (90% confidence interval, median value) for the nearest available station:

Location name: Loxahatchee, Florida, USA

Latitude: 26.6833°, Longitude: -80.2667°

2025 NOAA Atlas 14 Precipitation Values		
Event		**Amount (in)**
10Y-3D		9.86
25Y-3D		12.3
100Y-3D		17
500Y-3D		23.6

Future (2040 and 2070) rainfall amounts for the 100-year recurrence interval were obtained from the NCICS Precipitation Frequency Estimates for Loxahatchee, FL, Latitude 26.7°, Longitude: -80.3° in years 2045 and 2077. NCICS lists values for two projected scenarios: RCP 4.5 (mid-range emissions scenario) and RCP 8.5 (high emissions scenario). Values used in this study correspond to the high emissions scenario. For the purposes of this assessment, the values for 2045 and 2075 were conservatively applied as upper-range estimates for the 2040 and 2070 planning horizons, respectively.

NCICS 100-Year, 3-day Precipitation Values		
Year	**Scenario**	**Amount (in)**
2045	RCP 4.5	19.52
2045	**RCP 8.5**	**19.87**
2075	RCP 4.5	19.96
2075	**RCP 8.5**	**22.61**

Projected values for the 500-year recurrence interval were not readily available. Published agency guidance by USGS and SFWMD provides change factors with some variation across the South Florida region for recurrence intervals up to 200 years, and a 50th percentile change factor value of 1.25 for a 3-day storm in the Palm Beach Area. Since the 100-year rainfall values used in this study represent the RCP8.5 (higher emissions) scenario, and are for the 2045 and 2075 planning horizons, they fall within a conservative upper range of the available projection data. The following change factors were applied to estimate 500-year rainfall amounts for the 2040 and 2070 planning horizons based on the 2025 value for the 500-year return period:

500-Year Recurrence Interval Change Factor		
Planning Horizon	**Change Factor**	**Rainfall Amount (in.)**
2025	--	23.6
2040 [1]	1.17	27.58
2070 [2]	1.33	31.39

1) Ratio of 2040 NCICS RCP8.5 100-year (19.87) to NOAA 2025 100-year event (17) = 1.17
2) Ratio of 2070 NCICS RCP8.5 100-year (22.61) to NOAA 2025 100-year event (17) = 1.33
Note: USGS/ SFWMD Change Factor for 200-year recurrence interval, projected to years 2050-2089 = 1.25

The change factor used for the 2040 event is slightly (6.4%) below the 1.25 change factor recommended by USGS and SFWMD for a 200-year return period in years 2050-2089, and seems reasonable considering the NCICS estimate for 2045 derives from an upper range projection (RCP8.5) and the target planning horizon of 2040 slightly precedes both time intervals. The change factor used for the 2070 event is slightly above the 1.25 change factor by a similar amount, allowing the estimate to remain conservative with a 6.4% increase for some expansion of the change factor based on the larger return period.

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6) Tidal Flooding

The NASA Interagency Sea Level Rise Scenario Tool and NOAA Sea Level Rise Map Viewer were used to bracket Intermediate-High and Intermediate-Low values for sea level in the 2040 and 2070 scenarios.

NOAA Sea Level Rise (Local Scenario: Miami Beach, FL)		
Year	**Intermediate-High (ft)**	**Intermediate-Low (ft)**
2040	0.92	0.75
2050	1.31	0.38
2060	1.87	1.21
2070	2.59	1.44
2080	3.38	1.67
NASA Sea Level Rise (Virginia Key, FL)		
Decade	**Intermediate- High (ft)**	**Intermediate Low (ft)**
2040-2050	0.9	0.75
2050-2060	1.32	0.97
2060-2070	1.87	1.20
2070-2080	2.59	1.43

Values from NOAA and NASA were compared to conditions represented in the Eastern Palm Beach County Flood Protection Level of Service (2025 EPBC FPLOS) model and study from SFWMD to verify that tailwater elevations from that study are in general agreement with the sea-level rise projections and should adequately reflect any increase in sea level elevation corresponding to the specified planning horizons.

FPLOS C-51 Max. Stage (ft NAVD)		**NOAA SLR Range**		
Scenario	**Max.**	**Planning Horizon**	**NOAA Int.-High SLR**	**NOAA Int.-Low SLR**
Current	15.22	2025	-----	-----
SLR +1	16.2	2040	0.92	0.75
SLR +2	16.2	2045	1.40	0.98
SLR +3	16.2	2070	2.63	1.44

7) Storm Surge Flooding

Several sources were consulted for Storm Surge information and/or projections in the Study Area, including NOAA, FDEP, and the National Hurricane Center. A comparative summary of values from the 2003 FDOT "Design Storm Surge Hydrographs for the Florida Coast" report for location 2503 Lake Worth Inlet is as follows:

FDEP: 9.5’ NAVD
FEMA: 5.5’ NAVD
USACE: 3.0’ NAVD
From the FDEP CCCL Report: RevisedCombinedTotalStormTideFrequencyAnalysis.pdf, 10.0 ft NAVD

Online mapping from the National Hurricane Center shows storm surge effects of a Category 5 storm do not extend sufficiently inland to directly impact the Town.

IV. Field Data Acquisition

1) Asset Inventory

A field survey was conducted to acquire current information about the physical components of the Town’s surface water management system. The field survey was completed in June of 2024. Location and elevation data were collected for 786 individual assets. In addition, the field survey acquired topographic data for canal cross-sections at 344 locations within canal segments, encompassing approximately 28.2 centerline miles of open channels and the adjacent roadways. A more detailed breakdown of the physical components is as follows:

Asset Type	Count	
Pipes	**644**	
Conveyance (Main) Pipes	*138*	
Drainage Connection Pipes	*506*	
Structures	**125**	
Catch Basins	*107*	
Manholes	*15*	
Control Structures	*3*	
Span Bridges	**17**	
Channel Segments	**182**	*(28.2 centerline miles)*
Channel Cross-Sections	**344**	

The locations of these components within the Town are shown in Exhibit 4- Stormwater Management System Map.

2) Condition Assessment

Upon completion of the field data acquisition for the above-listed assets, an in-field assessment of asset condition was conducted to identify any functional limitations of assets which might affect performance during a storm event. Field condition assessment was completed in December of 2024 and provided to the Town in a geodatabase.

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V. Data Gaps

1) Upland Connectivity and Private Properties

Field survey data acquisition occurred only within the limits of the Town's right-of-way. Components and conditions located within private property were not observed or evaluated. The modeling effort and results do not reflect any modifications, control elements, storage below grade or other site storage not contained within the LiDAR dataset, water quality improvements, or other factors located upstream of the connection to the Town's surface water management system.

Resulting stages in upland basins should be viewed in consideration of these limitations, as components within private property that might provide additional storage, water quality treatment, or attenuation are not reflected in the output. Upland maximum water elevations exceeding warning stages, in this context, are indicators for further study or more detailed analysis but should not be viewed as exact representations of flood elevation.

2) Unpermitted or Undiscovered Connections and Incomplete Permit Records

During the completion of the field survey, every effort was made to pinpoint expected pipe locations based on field reviews, previous records, aerial or street view imagery, and pictometry tools. It is possible that some pipes may not have been observed due to vegetative overgrowth, excessive siltation, bank failure, or other unforeseen limitations. In some cases, lack of visibility beneath the water's surface may have interfered with access to or collection of data for a component.

The possibility exists that modifications to the system may have occurred after acquisition of imagery, that components were not visually apparent at the time of inspection, that undocumented connections may have occurred in areas where the survey crew were not operating, or that connections were permitted but permit records were not available for review. These differences would account for only minor differences in the model and are not expected to have significant impacts on the predicted stages or results.

The stormwater GIS database provided to the Town should be reviewed for consistency with future permitted improvements and updated by Town staff as improvements are completed.

3) Operational Protocol for Discharge Structures

The permitted operational protocol for the control structures appears adequate to describe operation during a specific condition in which the stage within the Town remains relatively constant and gate opening is coordinated with head difference over the weir to maintain the permitted flow rate as the stage within the C-51 Canal approaches the Town's control elevation. It became evident early in the modeling process that this schedule of gate operations is not applicable during the 100-year event as the stages within the Town and the receiving C-51 Canal both rise significantly. The head difference over the outflow weir increases sharply when the stage in the C-51 Canal downstream of the Town's outflow weirs recedes at a faster rate than the upstream elevation within the Town's canals. In this case, gate operation based on head difference over the weir causes the gates to close while the Town's system is significantly higher than its intended control elevation.

Strict adherence to the permitted gate operation schedule during the 100-year simulation resulted in a discharge limitation that increased stages within the Town and delayed the recovery period

following the storm. For this reason, discharge operations at the gate were configured based around the design performance curve for the Town's gated structure at D Road and the discharge rate was calculated dynamically based on the simulated stages without intermediate closures to more accurately represent actual operating protocols during excessive storm events..

4) Detailed Tailwater Time-Series Data and Models by Others

The tailwater elevation within the C-51 Canal, which serves as the receiving body for discharges from the Town's surface water management system, was determined through a regional modeling effort under the SFWMD in collaboration with the USACE (2015 model) and consultants (2025 model). The C-51 model inputs, assumptions, and reports were reviewed in preparation of the Town's surface water model, but resulting stages in the C-51 Canal were determined externally to this study and Vulnerability Assessment.

It is understood from the published reports of these studies that sea level rise, tide, and storm surge effects are considered in the flow calculations of the 2025 model in the form of tidal boundary conditions, and do affect the rate of discharge and recovery of basins located upstream and inland of the final (downstream-most) tidal control structure. Changes in the water elevation within the C-51 Canal impact the discharge and recovery period of the drainage system serving the Town of Loxahatchee Groves, but many agency-published estimates for storm surge height or elevation do not provide a specific value by recurrence interval and are assumed to be incident at the coastal limit. Storm surge height naturally decreases as the wave moves inland and interacts with ground, waterbodies, structures, trees, and other factors.

Obtaining numerical values for anticipated storm surge impacts at a specific location for a given recurrence interval requires a detailed analysis and modeling effort. Further adjusting these models or estimates for future conditions to account for potential increases in the many physical inputs tied to storm surge modeling is an extensive undertaking that is not presently warranted given the distance of separation of the Town's system from the point of tidal influence and presence of physical controls in the connecting channel that would prevent storm surge effects from extending to the upland portion of the Town.

5) Future Basin Characteristics

Topographical and land use characteristics were not modified for future events, and assume a consistent composition of pervious and impervious land at the same elevations across all planning horizons. Future iterations of modeling to obtain more detailed estimates of flooding extent and depth could include additional modification of basins and roadways to account for projected development and population growth.

6) 500-year Recurrence Interval Simulations

The 500-year storm event results in water elevations which exceed the existing topographic boundaries of the study area, and so represent a "glass wall" approach in which water continues to pond vertically within the respective drainage basins. Internally, the introduction of overland weirs at each boundary of each drainage basin could be used to simulate the interactions of ponded surface water between them but would require substantial modeling inputs to emulate. A minimum of four boundaries per drainage basin would result in over a thousand internal overland weir structures,

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without much improvement in the reliability of the results. Externally, overflow from the system would interact with drainage systems in the neighboring areas which may either flow into the Town, or receive flow from it, depending on the relative stage-storage characteristics, outfall configurations, and internal conveyance of each of those systems.

Available guidance regarding the rainfall amount for the 500-year event when projected into 2040 and 2070 is not conclusive, and would not necessarily lead independent attempts towards a single value. Tailwater information, which could have a significant impact on resulting stages within the Town model, was not readily available for this event in the current or future planning horizons. In addition to tailwater for the outflow, boundary conditions for inflows and outflows from neighboring municipalities would need to be established by way of a regional model.

A regional modeling effort to create a simulated environment within all adjacent drainage systems would be required in order to establish context for inflows to and outflows from the Town's system from neighboring areas. Topographic barriers which provide containment for lesser rainfalls would be exceeded by the stages resulting from these rainfall amounts. The Town's system outfalls by design to the SFWMD C-51 Canal which provides conveyance for many other entities in the region, and an even larger regional modeling effort would be required to determine resulting stages for calculating the approximate rate of gravity discharge from the Town's gated control structures.

7) Data Gap Rectification Strategy

At this time, the Town's surface water model has significant information and detail to provide a reasonable estimate of system behavior during the specified simulation events. Although there is always the potential to obtain more precise results at internal locations from a more detailed review of the previously mentioned data sources, it is not anticipated that further refinement would significantly alter the results relative to the Critical Asset locations within the Town's drainage area.

Reliance on the exact water elevation or depth of flooding values resulting from the 500-year simulations is not recommended, and those results are not included in priority rankings for potential adaptations due to the limitations in applicability discussed above.

VI. Modeling

1) Study Area

The study area includes the entirety of the Town's municipal boundary (7,950 acres), which coincides with the boundary of the Loxahatchee Groves Water Control District, a dependent drainage district responsible for the operation and maintenance of the Town's surface water management system. Calculations and results exclude 152 acres with direct drainage connections to the C-51 Canal which bypass the Town's canals and control structures, and include 25 acres of area outside of the Town's boundary with direct or overland drainage connections to the Town's canals upstream of the outfall control structures. The net modeled area is approximately 7,820 acres.

The study area is shown in Exhibit 1 – Town of Loxahatchee Groves Location and Boundary Map. Stormwater management system components within the Study Area are shown in Exhibit 4- Stormwater Management System Map.

2) Model Selection

This study utilized StormWise Version 4.08.02 from Streamline Technologies, Inc. (formerly ICPR) based on considerations which include compatibility with data from field survey (imported into Autodesk Civil3D 2025), functional interoperability with ArcMap ArcGIS Desktop 10.8.2 (used for mapping, integration of agency data, and exhibit preparation), and Microsoft Excel (for organization of data and results and coordination with Town personnel).

This model is an "order of magnitude" representation of flood elevations based on drainage area characteristics and specified rainfall amounts. Although more detailed modeling of groundwater interactions, soil storage, and runoff is possible within the selected software, the improvement in accuracy of results from further increasing the detail of these inputs is expected to be minimal. At this phase of Vulnerability Assessment, the model as prepared is sufficiently detailed to indicate any significant potential for risks associated with the Critical Assets.

3) GIS Interoperability and GIS Base Data – Boundaries, Locations and Modeling Parameters

The selected modeling software works cooperatively with GIS shapefiles to allow for some streamlining and automation of model setup and data entry. Pipes, channels, and basin outlines were created in CAD from survey and topographic data. The base objects were moved into a GIS software environment for the creation of additional fields to migrate data into the model. Created data included property fields such as connecting node identification and pipe material for use in the modeling software, as well as assignment of parameters like basin curve numbers and areas.

Additionally, 3D surfaces were created in a CAD program using LiDAR contour data and survey data points which were exported to digital elevation models (DEM's) with 5 ft grid spacing in GeoTIFF format. Geographic modeling allows continuity of location to be maintained between the source data (survey points) and final model, and allows for seamless integration of supplemental geographical data sets provided by other agencies that may include georeferenced information for soils data, roadway centerlines, aerial photography, boundaries, utilities, flood zone contours, and more.

Upland basin stage-storage tables are based on LiDAR data. Due to limitations of LiDAR in obtaining data below the reflective surface of water bodies, survey data acquired below the water surface was used to assign stage-area relationships to canal basins and allow any drawdown in the simulations to account for actual canal shape, storage and conveyance area below the control elevation.

Basin boundaries were assigned through a process that combined LiDAR information with parcel boundaries and surveyed assets to ensure reasonable inclusion of an outfall to the canal system for properties adjacent to connecting pipes. Upland basin nodes were assigned to each boundary and a stage-area relationship was determined by the modeling software using the boundary shape and LiDAR surface topography. Overland flow weirs were included where overland flow appeared to be the only reasonable means of outfall for a specific drainage area, as well as adjacent to the final outfall structure on D Road. Overland flow weir lengths and elevations were assigned based on the LiDAR data. Basin boundaries and Node identifications are shown in Exhibit 5 – Node Diagram.

A curve number of 75 was assigned to upland basins based on predominant soil types in the A/D hydrologic classification per NRCS soils mapping of the area with brush-weed type vegetative cover

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in good hydrologic condition. A curve number of 87 was assigned to road/canal basins along Okeechobee Boulevard to account for the proportion of water surface and impervious pavement to open and grass space. A curve number of 99 was assigned to canal basins, which include some amount of grassed bank with a large percentage of water surface.

Collection nodes were placed at various points along the canals to receive runoff from adjacent upland basins, and channel segments were created to connect the canal nodes. Canal nodes include their own basin area and stage-area tables to account for rainfall in the routing calculations. Representative cross-sections were selected for each channel segment and used to define the channel geometry in the model. A uniform generic value for channel surface roughness was used throughout the Town.

Pipe objects were created to connect surveyed endpoints. Where survey information was only available for one end of a pipe due to accessibility issues, the surveyed value was used to represent inverts at both ends of the pipe and a nominal length was assigned to extend beyond the adjacent property line. Nodes were created at pipe endpoints as needed to transition flow calculations between channel and pipe segments. Pipe elevations, size and material were collected during the field survey for inclusion in the model. Pipe, structure, and canal cross-section locations are shown in Exhibit 4- Stormwater Management System Map.

Rainfall amounts were applied uniformly throughout the drainage area for each independent scenario.

Rating curve links were used for outflows through the control structure at D Road during all 100-year simulations, while upstream stage-dependent operating tables were used for outflow through the smaller horizontal gates in control structures at A Road and Folsom Road. The rating curve at D Road is representative of the capacity of the fully-opened radial gates based on the difference between the upstream and downstream elevation. Flow through the remaining gates is calculated in the simulation based on the upstream and downstream stage using weir links. This configuration prevented unwanted closures of the D Road gates caused by stage fluctuations in the furthest downstream basin of the model.

C-51 Max. Stage (ft NAVD)			
Scenario	**Max.**	**Planning Horizon**	**NOAA SLR**
Current	15.22	2025	----
SLR +1	16.2	2040	Intermediate-High (0.75 IL - 0.92 IH)
SLR +3	16.2	2070	Intermediate-High (1.44 IL – 2.59 IH)

Tailwater conditions represent stages in the C-51 Canal operated by the South Florida Water Management District. Modeling of the receiving system was completed under a separate effort by the SFWMD. Results from the 2015 C-15 Basin Rule Re-evaluation Study were used for tailwater stages in the 2025 10- and 25-year scenarios, since this data was not available in the more recent SFWMD model. The 2025 Eastern Palm Beach County Flood Protection Level of Service Study

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reported only 100-year, 3-day storm events. Results from the 2025 SFWMD study were used for tailwater stages in the 100-year storm scenarios for 2025, 2040 and 2070 conditions.

4) Critical Asset Inventory and Additional Focus Areas

The Town's Critical Asset Inventory is listed in Section III of this report, and includes various parcels containing critical assets as well as generalized roadway segments. No additional Focus Areas have been included in the study or assessed for vulnerability at this time. Critical Asset locations and ID's are shown in Exhibit 2 – Critical Asset Location Map.

5) Existing System Simulations

The Existing System simulations include physical components for conveyance and control structures as surveyed. The response of the existing system configuration was modeled using 2025 conditions for 10-, 25-, and 100-year events, as well as 2040 and 2070 conditions for the 100-year event. Existing system simulations are intended to show resulting flood conditions if the system remains essentially unmodified through the 2070 planning horizon. These simulations discount deterioration and assume preservation of the existing functionality.

Reported results, Risk Levels and Rankings are based on the Existing System simulations.

Scenario Summary				
Rainfall Event, Planning Horizon	**FPLOS SLR (ft)**	**Rainfall (in)**	**Tailwater Max. (ft NAVD)**	**NOAA SLR (ft)**
10Y-3D, 2025[1]	--	10.0	12.74	--
25Y-3D, 2025[2]	--	12.3	13.86	--
100Y-3D, 2025	--	17.0	15.22	--
100Y-3D, 2040	1	19.87	16.2	Intermediate-High (0.75 IL - 0.92 IH)
100Y-3D, 2070	3	22.61	16.2	Intermediate-High (1.44 IL - 2.59 IH)
500Y-3D, 2025[3]	--	23.60	15.22	--
500Y-3D, 2040[3]	1	27.58	16.2	Intermediate-High (0.75 IL - 0.92 IH)
500Y-3D, 2070[3]	3	31.39	16.2	Intermediate-High (1.44 IL - 2.59 IH)

1. *10Y-3D simulation applies to roadway and drainage corridor assets only.*
2. *25Y-3D simulation represents approximate conditions of Hurricane Isaac (2012), not included in final results*
3. *500Y simulation results not included in priority ranking*

6) Conceptual Simulations

The conceptual simulations include various modifications to the physical components including upsizing of undersized pipes with placement at the design channel bottom, expansion of conveyance channels, restoration of design cross-sections in unmaintained channels, additional outfall capacity, and additional storage capacity. System functionality was characterized in terms of storage capacity, conveyance capacity, and outfall capacity, and simulations were varied with the intent to evaluate each functional aspect separately.

The results of the conceptual simulations were reviewed to assess the effectiveness of potential mitigation measures and alterations. Conceptual simulations are not included in the reported results, but provide a basis for recommendations to pursue more detailed investigation of specific approaches in the future.

7) Exposure Analysis

The Exposure Analysis consisted of running simulations for the various rainfall events, tailwater conditions, and outfall operations. At the conclusion of each simulation, a resulting surface was created by applying the maximum elevation of each basin to the basin outline and comparing that surface to the LiDAR data to determine the depth of flooding. Results of the Exposure Analysis are mapped in Appendix 2 – Study Area Basin Result Maps.

Rainfall-Induced Flooding analysis uses 2025, 2040 & 2070 Rainfall Amounts and a 100-year, 3-day design event.

8) Sensitivity Analysis and Risk Level

Using the result surface from each simulation, the extent and depth of flooding within and around each critical asset location was reviewed and a Risk Level was assigned to assist in categorizing the severity of impacts and prioritizing potential protective measures. Risk Levels are conceptual and signify the potential for loss of the use of a Critical Asset in response to a given event. The "loss of use" concept varies among the Critical Assets depending on unique circumstances such as asset type, how the asset is used (for example, a building vs. radio tower), and accessibility. Results of the Exposure Analysis are mapped in Appendix 3 – Critical Asset Basin Result and Risk Level Maps and Appendix 4 – Roadway and Drainage Corridor Basin Result and Risk Level Maps.

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VII. Results

The Exposure Analysis indicated several areas within the Town roadway system that are susceptible to impacts from flooding during more frequent (10-year return period) rainfall events. These conditions worsen as rainfall amounts become larger during the subsequent events and planning horizons used in the Sensitivity Analysis, showing an increase in the frequency of occurrence and severity of roadway flooding.

In the list of 9 Critical Assets, 4 locations showed signs of being affected during the 2025 100-Year rainfall event, 6 locations during the 2040 scenario with 2 high-risk results, and the same 6 locations during the 2070 scenario with 3 locations placed in the high-risk category for that event.

The results of the 500-year recurrence interval rainfall events are subject to limitations which may render them inappropriate for use in a project planning or annual budgetary cycle context. For this reason, the results of the 500-year scenarios are not included in priority rankings. See discussion in the Data Gaps section of this report for more information.

1) Results of Exposure Analysis

A complete report of the basin maximum stages for each simulation is included in Appendix 1 – Basin Maximum Report. Graphical depictions of the extent and depth of flooding are included in Appendix 2 – Study Area Basin Result Maps.

2) Results of Sensitivity Analysis

A risk level for each simulated event was qualitatively assessed and assigned by inspection based on the use and location of the Critical Asset and resulting flood depth surface. Critical Asset locations and uses vary, and no single metric (such as depth) was used to determine risk level. Assessments were made on a case-by-case basis through examination of each critical asset location using existing ground topography, aerial imagery and street view panoramics, overlays of drainage feature data layers, and result surfaces. A determination was made as to whether flooding could affect the asset or its function based on numerous factors.

Risk Levels may have been assigned due to an impact to the structure, or an impact to its function, or an impact to the surrounding area which would limit its function. If a site remains dry but the surrounding roadways make it inaccessible, a risk level was assigned based on interference with the asset's function. If the site contains emergency features such as a backup generator and/or fuel storage tank, flooding above the containment barrier would warrant assignment of a risk level.

The extent, depth of flooding, and risk level for each critical asset are depicted in greater detail in Appendix 3 – Critical Asset Basin Result and Risk Level Maps.

Reported Risk Levels for Critical Assets are as follows:

Level 0: Minimal Risk

Little or no impact indicated by flood depth results. Flooding does not appear to affect access to or function of the critical asset.

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Level 1: Low Risk

Low risk that flood depth may limit access to or use of a critical asset. Access to secondary features like parking areas, storage tanks, storage sheds, or equipment control rooms may be partially impacted.

Level 2: Moderate Risk

Moderate risk that flood depth may limit access to or use or a critical asset. Access to the asset may be greatly limited by depth of flooding. Secondary features may be flooded or inaccessible. Vehicular access by passenger vehicles may be restricted. Depths may exceed two feet in vehicular areas, regardless of the length of the flooded area.

Level 3: High Risk

High risk that flood depth may limit access to or use of a critical asset. Vehicular access may be submerged greater than two feet, pedestrian route from vehicle to asset is submerged, and secondary features like fuel storage containment barriers may no longer be able to prevent contamination of flood water.

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Critical Assets

ID	Critical Asset Name	Category	Address	DrainBasin
1	PBC Fire Station 21	3	14200 OKEECHOBEE BLVD	OK-S-03
2	Palms West Hospital	3	13001 SOUTHERN BLVD	CC-12
3	LG Town Hall	3	155 F RD	CC-S-09
4	Communication Tower (PBCSB)	2	14367 CITRUS DR	DS-E-01
5	LGWCD Primary Discharge Structure	2	D RD CANAL AT TANGERINE DR	DS-01
6	LGWCD Maintenance/Pump House	2	245 W D RD	DS-W-01
7	US Transportation / Fire Tower	2	14400 6TH CT N	CC-S-05
8	Forest Service	3	600 D RD	CC-S-05
9	LG Elementary School	3	16020 OKEECHOBEE BLVD	OK-01

100-Year Recurrence Interval Risk Level and Ranking

	2025 (X3 Points)			2040 (X2 Points)			2070 (X1 Points)			TOTAL	
ID	Max.El.	% Basin Area	Risk Level	Max.El.	% Basin Area	Risk Level	Max.El.	% Basin Area	Risk Level	Ranking Points	Rank
1	18.42	88.82%	2	18.68	90.91%	2	18.89	94.61%	2	12	3
2	17.61	61.86%	0	17.97	63.39%	1	18.16	64.80%	2	4	6
3	17.59	97.42%	2	17.95	99.95%	3	18.14	100.00%	3	15	1
4	17.27	73.86%	2	17.61	79.75%	3	17.76	82.21%	3	15	2
5	16.47	50.77%	0	17.16	54.66%	2	17.28	55.34%	2	6	5
6	17.43	79.73%	0	17.78	85.01%	0	17.95	93.38%	0	0	---
7	17.40	87.91%	0	17.81	89.79%	0	18.00	93.22%	0	0	---
8	17.40	87.91%	0	17.81	89.79%	0	18.00	93.22%	0	0	---
9	17.94	91.16%	1	18.10	91.65%	2	18.22	92.01%	3	10	4

Elevations in US ft, NAVD88

500-Year Recurrence Interval Risk Level

	2025			2040			2070		
ID	Max.El.	% Basin Area	Risk Level	Max.El.	% Basin Area	Risk Level	Max.El.	% Basin Area	Risk Level
1	18.94	95.14%	3	19.25	96.60%	3	19.53	97.73%	3
2	18.03	63.79%	1	18.46	68.97%	2	18.72	75.05%	3
3	18.12	100%	3	18.52	100%	3	18.80	100.00%	3
4	17.62	79.92%	2	18.02	94.04%	3	18.23	95.03%	3
5	16.86	53.05%	0	17.55	56.72%	2	17.76	58.38%	3
6	17.85	89.26%	0	18.26	94.37%	0	18.50	95.13%	0
7	17.52	88.46%	0	17.99	93.18%	1	18.19	93.88%	1
8	17.52	88.46%	0	17.99	93.18%	1	18.19	93.88%	1
9	18.22	92.01%	3	18.45	92.65%	3	18.68	93.25%	3

Roadway and drainage corridors provide a more uniform type of service, and are more compatible in this context with use of a uniform criteria for classifying risk. Due to the Town's unique plat configuration, major roadway corridors coincide for the most part with major drainage canals. Failure of the roadway would most likely impact the adjacent canal, and failure of a drainage canal would most likely impact the adjacent roadway. For this reason, roadway and drainage corridors in most cases represent a combination of a vehicular travel asset and an open channel stormwater conveyance feature which are mutually affected by flooding. For the purposes of reporting, these corridors are divided at the boundaries of the drainage basins used within the modeling environment to make use of the stage-storage relationships and allow results from the model to be attributed to a specific segment of a roadway and drainage corridor. Risk Levels for roadways and drainage canals are assigned identically to both features for a corridor segment within a drainage basin.

Roadway and drainage corridor risk levels were assigned by inspection through a comparison of aerial imagery, existing ground topography, and survey cross-section information with resulting flood depths for each scenario in the simulation. The extent, depth of flooding, and risk level for each corridor segment are depicted in greater detail in Appendix 4 – Roadway and Drainage Corridor Basin Result and Risk Level Maps.

Reported Risk Levels for Roadway and Drainage Corridor Critical Assets are as follows:

Level 0: Minimal impact

Flood depth less than 1 foot depth, affecting less than 100 continuous feet of roadway travel length

Level 1: Minor Impact

Flood depth from 0 to 1 foot for a minimum of 100 continuous feet of roadway travel length

Level 2: Medium Impact

Flood depth from 1 to 2 feet for a minimum of 100 continuous feet of roadway travel length

Level 3: Significant Impact

Flood depth greater than 2 feet for a minimum of 100 continuous feet of roadway travel length

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Roadway and Drainage Corridor Critical Assets

100-Year Recurrence Interval Risk Level and Ranking

(North-south roads divided into north (N) and south (S) segments at Okeechobee Blvd)

Roadway & Drainage Corridor Asset ID	2025 Risk Level	2040 Risk Level	2070 Risk Level	Ranking Points	Rank
25th	1	1	1	6	11
AN	1	2	2	9	6
AS	1	1	1	6	11
BN	1	1	2	7	8
BS	2	2	3	13	1
CN	1	1	2	7	8
CS	1	1	1	6	11
DN	1	1	1	6	11
DS	1	1	1	6	11
EN	1	2	2	9	6
ES	1	1	2	7	8
FN	1	1	1	6	11
FS	2	2	3	13	1
GE	2	2	2	12	3
GW	1	1	1	6	11
NW	0	1	1	3	18
NE	2	2	2	12	3
CC	2	2	2	12	3
OK (County)	2	2	2	---	---
FOLN (County)	1	1	1	---	---
FOLS (County)	1	1	1	---	---
Southern Blvd (State)	0	0	0	---	---

Note: Points and Ranking based on 100-year recurrence interval only. 10-year and 500-year recurrence interval events are not included in this ranking matrix.

Roadway and Drainage Corridor Critical Assets

500-Year Recurrence Interval Risk Level

(North-south roads divided into north (N) and south (S) segments at Okeechobee Blvd)

Roadway Name	2025 Risk Level	2040 Risk Level	2070 Risk Level
25th	1	2	2
AN	2	2	2
AS	1	1	1
BN	2	2	2
BS	3	3	3
CN	1	2	3
CS	3	3	3
DN	1	1	1
DS	1	1	2
EN	2	2	2
ES	1	2	2
FN	1	2	2
FS	3	3	3
GE	2	3	3
GW	1	2	2
NW	1	1	2
NE	2	3	3
CC	2	2	3
OK (County)	3	3	3
FOLN (County)	1	2	2
FOLS (County)	1	1	2
Southern Blvd (State)	0	0	0

Note: 500-year recurrence interval events are not included in the ranking matrix.

VIII. Recommendations for Development of Adaptation Strategies

The Town of Loxahatchee Groves is a unique suburban feature within Palm Beach County, integrating an agrarian heritage with modern design, technology and construction practices. In order to keep pace with changing lifestyles, contemporary scientific analysis and planning practices should likewise be incorporated into the Town's operational and governmental structure. The Town is at increased risk from changes in precipitation and mounding of groundwater, strongly dependent on surface water and groundwater wells, and heavily reliant on separate onsite septic systems for containment of waste. Lower elevations relative to surrounding areas and the presence of a FEMA flood zone, combined with perimeter containment and limited options for release of accumulated runoff, create an area which is exceptionally vulnerable to damage and hazards created by larger than average rainfall events. The Town is protected by an outdated drainage system and contains limited right-of-way space for additional improvements.

The Town administration and the Water Control District have programs, policies, and official documents in place which can be geared toward development and implementation of Adaptation Strategies. The Water Control Plan, Town Comprehensive Plan, Rural Vista Guidelines, Code of Ordinances, Unified Land Development Code, and Comprehensive Plan guide policies and direction for operation, maintenance and use of the stormwater system.

Aligning these guidance materials, as well as the departments and staff operating under them, requires a cohesive and intentional program of long-range goals that account for the many variables that influence the daily operations and decision-making of leaders and residents. For this reason, the Town is currently working on preparation of a Watershed Master Plan under the FDEM Watershed Planning Program which will delve more directly into the considerations of resiliency, level of service, and physical composition of the stormwater management system.

A central component of any long-range effort will be the support and understanding of the local residents and affected communities. The support of residents is indispensable for fostering agreement among the Town's departments and leadership, and generating the desired results despite unknown factors and unpredictable events in the interim. An active, positive, forward-looking, and community-based program of outreach and education is strongly recommended as a companion effort to the development of specific adaptation strategies intending to address stormwater concerns and prepare for changes in factors that are commonly perceived as immutable conditions of climate and precipitation.

Recommendations provided herein are intended to be conceptual in nature for the purposes of guiding and informing planning discussions. Precise shovel-ready project descriptions will require more detailed study and evaluation. Some longer-range preparations will have a larger overall capital requirement, which should be discussed in advance with stakeholders, and these descriptions may serve as a point of reference for initiating the investigation of various approaches.

1) Drainage System and Infrastructure Improvements

Storage capacity (volume)

- Investigate land acquisition for creation of reservoir area(s)

  Conceptual simulations show that an increase in storage capacity at the downstream end of the system may help to stabilize the outflow condition by reducing fluctuations at the weir. The amount of storage needed to offset the 100-year runoff produced by the upland area is significant, and it will likely be undesirable to attempt to provide full containment of the excess volume within the limits of Town boundary, but creating storage for some portion of the excess can have other benefits including providing a reserve water supply in dry periods, environmental and recreational enhancements, and relief for smaller private residential properties which are unsuitable for storage of their own runoff.

- Evaluate storage requirements for new development to balance Town-wide flood resistance

  Including some provision for additional storage on upland properties located in FEMA Flood Zone X would decrease loading to the main canal system, increase available storage, and reduce delays for release of accumulated runoff from upland areas. Although not strictly required under FEMA rules for participation in the NFIP, additional storage requirements are within the purview of the Loxahatchee Groves Water Control District and may show a net benefit to the Town as a whole. It would potentially increase construction costs for properties which would otherwise be unaffected from floodplain compensation requirements, but would otherwise contribute to a reduction in size of the flood zone AE contour and decrease potential for flood-related damages to lower lying properties located throughout the Town.

- Evaluate use of operable gates at Okeechobee Boulevard to maintain variable control elevations in north and south basins

  Separation into two drainage basins could allow the Town to improve attenuation in the northern half of the Town, and could facilitate staggering releases to reduce combined peak inflow rates during the storm. This would prioritize drainage leaving the lower lying southern half of the Town and improve flood protection capabilities there while maintaining usable irrigation quantities for agricultural users north of Okeechobee Boulevard where elevations are slightly higher.

- Evaluate interlocal partnership opportunities for offsite storage of captured water during larger storm events

  Partnerships with neighboring or regional entities to increase outflow routes or direct water in a manner that provides benefits to areas with greater storage capability may provide an alternate method for release of some portion of the accumulated runoff. This would relieve congestion and delay in the Town's system and reduce reliance on the C-51 Canal which provides drainage for many developed areas which essentially compete for discharge capacity during and following a large rainfall event.

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Conveyance capacity (flow rate)

- Evaluate upsizing undersized culverts

  Due the dynamic conditions and interconnections within the Town's canal system, culvert upsizing projects should be evaluated by simulation to determine whether the benefits of a specific installation would justify the costs.

- Evaluate reduction in required culvert size for north-south canals

  Inflows into the canal system combine in series, and demand for conveyance is at a maximum in the final outfall channel upstream of the discharge structure at D Road. Delay is experienced in upstream branches of the system due to the concentration of flows within this single stream reach. Since each north-south canal represents a portion of the combined flow at the D Road outflow channel, it is possible that culverts in these tributary canals can be smaller in size than those required in Collecting Canal without having a significant impact on maximum stages.

- Continue canal maintenance and debris removal

  Maintaining the maximum cross-sectional area of flow and reducing losses caused by vegetation and debris are key considerations for the continued operation of any drainage system. The Town needs to pursue its maintenance program and implementing canal rehabilitation as needed to ensure that system functionality is preserved if not improved as storm events produce greater volumes of runoff in the future.

- Evaluate use of specific lettered canals as emergency outfall channels with larger pipes and greater outfall capacity to C-51 Canal

  Conceptual simulations show that increasing the rate at which runoff leaves the northern portion of Town may help reduce maximum stages and improve flood protection in this area. When routing through the existing system, this runoff is delayed as downstream basins concentrate in the main flow channels, and more notably so in the northeastern and northwestern reaches when the only open gate is centrally located at the D Road structure.

  Improvement of channels along A and F Roads, for example, combined with control structure improvements would increase routes for flow to leave the northern half of the Town. This type of improvement should be combined with an increase in outfall capacity at A Road and Folsom Road to provide relief for the northern portion without increasing competition for access to the D Road outfall gate.

- Evaluate improvements in north portion of Town where access to outfall is most restricted

  Additional methods of increasing flood protection for the norther half of the Town might include addition of storage volume, enhancement of flow channels, installation of pumps or intermittent control structures. Since outfall from the north is affected by congestion in the south, methods to distribute this flow, delay this flow, or otherwise manage the interactions

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of north and south outflows could reduce maximum stages and provide better protection for Critical Assets.

Outfall capacity (release rate)

- Replace/ update outdated control systems and software

  Maintaining functionality of the existing discharge mechanism is a minimum step for preventing stages from exceeding the predictions of the model. A recent field investigation of the discharge facilities indicated signs of age and deterioration, and recommends several repairs to prevent loss of use.

- Increase telemetry within Town system for better response control
- Consider adjustment of operation protocol to address a greater range of events and tailwater conditions
- Update/ upgrade outfall control structures at A Rd and Folsom Road to improve release capacity

2) Critical Asset Improvements

Critical Asset No. 1 – PBC Fire Station 21

- Improve drainage along Okeechobee Blvd
  - Upsize culverts and canal between D and E Roads
  - Install catch basins
- Raise driveways and improve drainage on site
  - Regrade to increase storage below driveway and slope away from building
  - Elevate driveway entrances at canal to prevent inflow from Okeechobee Blvd
  - Install catch basins to collect water away from driveways
  - Evaluate underground storage chambers
  - Evaluate parking lot and driveway replacement

Critical Asset No. 2 – Palms West Hospital

- Restore Collecting Canal banks to design elevation between F Rd and Folsom Rd
- Evaluate relocation of outfall control structure at Folsom Rd north to Collecting Canal Rd
- Evaluate increase in outfall capacity at Folsom Rd (gate size or count)
- Improve system telemetry for better control in southeast portion
- Update or replace existing control system for outfall gate
- Replace outfall gate mechanism

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Critical Asset No. 3 – Town Hall/ Emergency Operations

- Evaluate addition of pond to park parcel
- Evaluate practical limits of site regrading
- Evaluate underground storage chambers
- Evaluate parking lot and driveway replacement
- Evaluate direct connection to C-51 (culvert under Southern Blvd)
- Evaluate addition of emergency backup generator

Critical Asset No. 4 – Communication Tower

- Improve drainage along Citrus Dr, Tangerine Dr, Loxahatchee Ave, and Orange Ave to facilitate access, in conjunction with elevating driveway and parking area in vicinity of concrete pad
- Install secondary protection or elevated pad for storage tank and generator

Critical Asset No. 5 – Primary Outfall Control Structure at D Road

- Improve system telemetry for better operational control
- Update or replace telemetry and control equipment at structure
- Repair/ replace gate mechanism
- Evaluate operational adjustments to maximize discharges from gates at A Rd and Folsom Rd during high water conditions
- Evaluate addition of emergency backup generator

Critical Asset No. 6 – Maintenance Operations Building & Pump House

- Implement storm hardening as needed to protect equipment, personnel, water, sewer and electrical services
- Evaluate addition of emergency backup generator

Critical Asset No. 7 – Fire Tower & No. 8 - Forest Service

- Install catch basins along 6th Ct N to protect access
- Evaluate practical limits of site regrading to protect building and parking

Critical Asset No. 9 – Elementary School/ Emergency Shelter

- Evaluate installation of catch basins for protection of Okeechobee Blvd between 162nd Drive North and A Road
- Evaluate increase in size of canal along Okeechobee between 162nd Drive North and A Road
- Evaluate increasing culvert connection to A Rd
- Evaluate raising canal banks on Okeechobee to design elevation, using catch basins to intercept overland flow from school site

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TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

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

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

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

DATE: **January 6, 2026**

SUBJECT: **Update on the RV Program**

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

Background:

Each year the Town of Loxahatchee Groves (Town) encounters issues with the use of residentially zoned properties within the Town for the temporary parking of recreational vehicles (RVs), commonly utilized by persons during the annual equestrian season. In anticipation of an upcoming equestrian season, the Town Manager sought and obtained input from various stakeholders affected by the annual temporary use of Recreational Vehicles within the Town, including those adversely affected by such use, property owners that have been associated with such uses, and the Town. Based upon the information and facts gathered by the Town Manager from such stakeholders, the Town Manager recommended that the Town Council authorize a pilot program to permit the limited use of temporary Recreational Vehicle (RV) parking within the Town so Town Management and the Town planning staff could study and review such uses in real time and analyze whether the Town's Comprehensive Plan and Unified Land Development Code (ULDC) should be amended to permanently regulate such uses within the Town. The Town Council agreed with the recommendation of the Town Manager, and adopted Resolution 2017-51 on August 1, 2017, adopting the pilot program.

On April 3, 2018, an amendment was adopted to the Pilot Program through Resolution 2018-21 to extend a Zoning in Progress to May 1, 2019, and reduced the number of RV permitted. Then the Town Council formalized an RV program, through Ordinance 2024-07 which was adopted September 18, 2024. A letter was sent to property owners on October 4th by the Town Manager outlining the process for an updated RV registration process. Town Staff have been implementing the RV registration process since.

If a property owner possesses an RV onsite, there is one of two actions that the property owner needs to take. They are:

1) File for a Building Permit if the RV is occupied; OR
2) File an Affidavit for an unoccupied RV that is being used for personal use. (Storage of RV is not permitted)

For an occupied RV, the property owner must submit a building permit application which is reviewed by Town Staff and an inspection conducted prior to the permit approval. Items that will be inspected by the Town are electrical, water, and septic.

For an unoccupied RV, only a notarized Affidavit needs to be filed with the Town. No inspection or permit is required.

The last year was the first full year for implementation of the RV Program. The numbers are as follows:

Category		
RV Permits	Applications Received Since January 2024	35 (32 in FY 2025 and 3 in FY 2026)
	Applications Passed Inspection	20 (18 in FY 2025 and 2 in FY 2026)
	Applications Still Outstanding	15
RV Affidavits	Applications Complied	152 (92 in FY 2025 and 60 FY 2026)
	New Applications Filed	15 in FY 2026
	Applications Pending Renewal from FY 2025	60 in FY 2026

Existing Town Staff has been able to incorporate the requirements of the RV Program into their schedule, but the RV Program is time consuming. A permit and Affidavit must be filed each year for each RV onsite. Thus, there is a monitoring aspect to the Program which takes manpower and time. This work all needs to be completed during the RV season which is typically November to April.

For unoccupied RV, we send notices out that the no fee Affidavit needs to be renewed. A Staff member needs to accept the Affidavits and keep track of the ones received. After a reasonable period of time when no Affidavit is filed, Code Staff will visit the sites or review the aerials of the properties that had RVS the previous year to see if they have one in the current year. If an RV is present, an Affidavit application will be provided to the property owner. After a reasonable period of time when no Affidavit has been filed, a Notice of Violation is issued. Our experience has been that once the Notice of Violation is received; the property owner typically comes into the office to submit the Affidavit.

For occupied RVs, a permit must be submitted and an inspection passed. If the permit has been filed but the inspection is not scheduled or did not pass, Town Staff will contact the property owner to ensure that an inspection is conducted or passed. This requires time since there is a lot of back and forth with the property owner not answering emails or calls or trying to schedule an inspection when it is convenient to the property owner, which may be on a weekend. If the inspection is not passed or scheduled, a Notice of Violation is issued.

Fiscal Impact:
Potential overtime.

Recommendation/Motion:
None. Receive and File

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

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

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

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

DATE: **January 6, 2026**

SUBJECT: **Update on Town Actions regarding Okeechobee Blvd properties**

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

Background:

The look and feel of the Okeechobee Blvd corridor within the Town of Loxahatchee Groves' (Town) municipal limits has been discussed since inception of the Town. While in Palm Beach County, many of the properties along the Okeechobee Blvd corridor were allowed to operate businesses or expand businesses which were not permitted by Land Use or Zoning Codes. The expansion of these uses has been a problem due to the additional traffic and a loss of compatible, commercially low intensity land uses on the subject properties which are more in align with the vision of the Town.

Many actions have been taken by the Town including objecting to the expanding of lanes on Okeechobee Blvd., approving a moratorium on land use and zoning applications, discussing a rural overlay for the corridor, adding a roundabout, holding of various resident meetings and various staff and consultant reviews of the corridor. The concern regarding Okeechobee Blvd. businesses was recently brought up and discussed at a Town Council meeting.

Town Staff has created a game plan to address the concerns raised by the Town Council. Below is the plan:

1. Town Staff will hire an expert to assist with the project. The amount of time and effort to provide a comprehensive approach to this project will require dedicated focus that Town Staff presently does not has. In addition, this person will be the expert witness needed for the Special Magistrate hearings.
2. We will concentrate on the properties that have the biggest impact on the corridor, which are:
    a. 13710 Okeechobee Blvd - Brightview
    b. 13771 Okeechobee Blvd – S F EF FLA Okeechobee LLC
    c. 13859 Okeechobee Blvd – Brian Tran
    d. 13961 Okeechobee Blvd – D & D Fine Grading
    e. 15551 Okeechobee Blvd - Basile
    f. 2056 F Road – Jack Land

3. A Notice of Violation will be sent to all the above-mentioned properties if there is no present code case in January with a Hearing Date in April. (Most have existing code cases which will be reviewed by Town Staff for additional action.) According to the Town Attorney, the Town must provide sufficient time for the alleged violators to correct the problem.

Once we start this game plan and see where it takes the Town, we will determine the next steps for the rest of the properties.

Fiscal Impact:

The cost of hiring the expert has not been determined yet but if it is through a Professional Service Contract approved by the Town Manager, the amount of the Contract is limited to $25,000.

Recommendation/Motion:

None. For file and receipt.

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

AGENDA MEMO

TO: **Town Council, Town of Loxahatchee Groves**

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

DATE: **January 6, 2026**

SUBJECT: **Consideration of SB 180 on Potential ULDC Updates**

Background:

The Town Council has expressed desire to amend the Unified Land Development Code ("Code" or ULDC) which was adopted when Loxahatchee Groves was incorporated. However, the recent passage of Florida Senate Bill 180 (2025) has imposed significant new limitations on all local governments in hurricane-impacted counties. SB 180 freezes the adoption of or even *proposing* "more restrictive or burdensome" land development regulations as defined by SB 180 in hurricane-impacted areas until at least October 2027. For clarity, SB 180 applies only to Land Development Regulations (LDRs). Administrative fees based on cost recovery are not considered LDRs and are not restricted by SB 180.

To navigate this legal environment while achieving the Council's goals, Staff has evaluated the requested changes against the new State Statute. Staff has evaluated the requested changes against the new State Statute and identified which items can move forward now and which must be deferred until SB 180 restrictions expire.

1. The first bill attempting to modify or amend last session's SB 180 was filed over the holidays and there is no companion House bill yet. While the final outcome remains highly uncertain, the recently filed SB 840 provides several major positive proposed changes: 1) The area impacted by the restrictions would be reduced from within 100 miles to within 50 miles of a hurricane's track.

2. The expiration date for the freeze on new or more restrictive land development regulations would move up from October 1, 2027, to June 30, 2026.

Additionally, the draft bill would:

- Clarify that local governments may continue to adopt or enforce changes to the Florida Building Code or local technical amendments.

- Provide a more structured process for legal challenges, including a required notice and cure period before litigation.

- Limit the scope of restrictions to only those properties actually damaged by hurricanes and requiring permits for repair or reconstruction.

- Allow enforcement of amendments or regulations required by state or federal law, or those implementing floodplain management standards.

Given the evolving legislative landscape, staff and our lobbyists will continue to monitor developments and coordinate with the League of Cities to protect the Town's interests. ***Our lobbying team has recommended that we hold off on any significant changes other than administrative or clearly less restrictive changes until the outcomes of the upcoming session are signed into law.***

The following memo reflects the current state of the law and reflects how it impacts proposed changes to the ULDC previously discussed by Council and how they would be impacted by SB 180.

Approval Process

There are multiple paths a Code Change can take to be approved:

1. The Zoning Text Amendment is sent to the ULDC Committee for a recommendation and then goes to the Planning and Zoning Board for a recommendation with a final vote by the Town Council. Thus, there are at a minimum of four meetings. (ULDC, PZB and 2 Council meetings)

2. The Zoning Text Amendment is sent to the Planning and Zoning Board for a recommendation with a final vote by the Town Council. Thus, there are at a minimum of three meetings. (PZAB and 2 Council meetings)

3. The Zoning Text Amendment is sent to the Treasure Coast Regional Planning Council (TCRPC) for a recommendation (substitute for the ULDC) then goes to the Planning and Zoning Board for a recommendation with a final vote by the Town Council. Thus, there are at a minimum of four meetings. (TCRPC, PZB and 2 Council meetings)

4. The Zoning Text Amendment is sent directly to the Town Council for a final vote. Thus, there are at a minimum of two meetings.(2 Town Council meetings). This is only a good option for minor administrative changes; otherwise exposes Town to unnecessary risk.

(note that we asked council members to indicate which of these processes they would prefer to see for each item and their preferences are noted in the review process column of the following tables)

5. A Code amendment requires a supermajority vote of the Town Council. See Code language below.

> ***Section 05-070. - Town Council to amend zoning regulations.***
>
> *Whenever the public necessity, convenience, general welfare, or good planning and zoning practice requires, the Town Council may, by ordinance, amend, supplement, or change the regulations, district boundaries, or classifications of property, now or hereafter established by the ULDC or amendments hereto. Any amendment to the ULDC shall require a super majority vote of four or more Council members.*

Given this high threshold, Staff recommends proceeding only with items that have broad consensus and low legal risk. Further, except for minor administrative fixes, staff recommends Path 1 (ULDC → PZB → Council) as the standard process. Even though it is slower, the ULDC's seal of approval could potentially, although clearly not necessarily, help secure the required Supermajority (4 votes) from the Council.

Preliminary Council Review & Ranking (June 3, 2025):

The Town Council members were previously provided with an opportunity to comment on the path they wish each proposed Code modification to take. The tally sheets were provided to council at the June 3rd meeting based on input at and following the May 13th meeting. The tally sheet was grouped into 4 tables as follows:

Table 1: contains one item that the majority of Town Council Members did not want to change. Since an affirmative vote of four would not be possible, Town Staff is recommending not to proceed with the proposed change,

Table 2: contains the items that were included in the Ordinance that was previously sent to the Town Council for consideration at its May 13th meeting. One item (highlighted in green) was a duplicate and one item (highlighted in grey) shows a majority of Town Council Members wanting to review the item but two felt that the change was not required. This means that a 4-1 vote would not be possible, so Town Staff is recommending not to proceed with the proposed change. However, the other items show a majority of Town Council Members wanting to review the item but the proposed process is not clear. Town Staff will be seeking direction on the process.

Table 3: contains new items for consideration by the Town Council with a majority of Town Council Members wanting to review the item, but the proposed process is not clear. Two items (highlighted in yellow) show a supermajority of Town Council Members wanting to review the item, but the proposed process is not clear. Town Staff will be seeking direction on the process.

Table 4: contains new items for consideration by the Town Council with a majority of Town Council Members wanting to review the item and the proposed process is clear – either Town Council or ULDC/PZB and then Town Council.

We have included each item from the tally sheets in this analysis of the SB 180 impacts with the numbering in the first column of the tables herein referencing the council review item at that time.

Strategic Prioritization of Code Items/SB 180 Filter

With the passage of SB 180, the Town faces substantial restrictions in what changes or amendments may be made or considered prior to August 1, 2027.

A supermajority (4 votes) is required to pass any ULDC amendment and SB 180 creates a private right of action for applicants to sue local governments for any new or proposed regulation that is more restrictive or more costly than what was in effect on June 30, 2024. Accordingly, we have reorganized the original lists (items in tables 1-4 noted above) based on ease of passage (consensus) and legal safety under SB 180. Items that are administrative, deregulatory, or required by State law may proceed now. Items that add cost, restrict use, or remove vested rights should be deferred until SB 180 restrictions expire.

The Town's goal is to keep making progress while avoiding unnecessary legal exposure. This two-track framework ensures Loxahatchee Groves continues updating outdated sections of the ULDC in legally permissible areas, while deferring items that would violate SB 180 or undermine the Town's defensive posture.

The following tables integrate the Council's preliminary ranking of priority items (column 1), desired review process (column 2) and thoughts on revisions needed (column 3) with Staff's SB 180 legal risk analysis added (column 4). There was no consistent consensus on review process or changes needed except for the supermajority item

TABLE 1: TAKE NO ACTION

	Code Item	Review Required	Comments	
1	Amend to add simple majority to amend the ULDC	No ULDC (1), Treasure Coast (1)	No change (3)	**NO ACTION.**

TABLE 2: PROCEED NOW (LEGALLY PERMISSABLE UNDER SB 180)

	Code Item	Review Required	Comments	
2	Amend to add Town Manager is interpreter of ULDC – Sec. 05-015	PZB (1) Treasure Coast (1), Town Council (1)	No change (2)	**PROCEED NOW.** Purely procedural/administrative. Does not burden the applicant.
3	Revise Definitions – self storage facilities to ensure indoor access and no residential uses-Sec. 10-015	Town Council (2), ULDC (1), No ULDC (1)	Done (1)	**PROCEED NOW W/*CAUTION*.** Proceed only if clarifying. If you are *banning* outdoor-access facilities that were previously allowed, you must **HOLD until 10/1/27**.
8	Identify which roadways are local – Sec. 100-05	RETAG (1), PZAB (2)	Change/Done (1) DUPLICATE W/ NO. 20	**PROCEED NOW.** This is fact-finding/mapping, not a regulation on private land.

9	Add regulations for access easements to landlocked parcels- Sec. 100-040	Treasure Coast/ULDC (1), PZB (2),	Change (1)	**PROCEED NOW W/*CAUTION*.** If this *enables* development on previously unbuildable lots, it is a benefit. If it mandates expensive paving, hold.
11	Amend notice requirements to hold applicants responsible for mailing costs and who may present evidence during a public hearing – Sec. 115-025	Town Council (1), Treasure Coast (1), PZB (1)	Change (1)	**PROCEED NOW.** Fee schedules for processing are generally distinct from LDR prohibitions, provided they are actual cost recovery.
13	Adopt Rural Vista Guidelines	Town Council (3), ULDC (1)	Change (1)	**HYBRID.** You can adopt **NOW** *only if voluntary* (incentive-based). If mandatory, **HOLD until 10/1/27**.
14	Add of Agritourism Committee Recommendations	ULDC (2), Town Council (1), PZB (1)	Remove (1)	**PROCEED NOW (to align only).** Aligning with State Statute (Florida Agritourism laws) is mandatory and overrides SB 180 restrictions.
18	Amending Commercial Zoning District Use Chart	Treasure Coast/ULDC (1), ULDC (2)	No change (1) Need clarification (1)	**PROCEED NOW (If Relaxing/to align).** If you add uses, it's safe. If you remove uses, **HOLD**.
19	Update/Amend Accessory Use Dwellings and any state impacts	ULDC (2), PZB (1)	Change (1)	**PROCEED NOW.** State law (Live Local) encourages this. Making ADUs easier to build is deregulatory.
21	Amend Conditional Uses/Special Exception procedures	Treasure Coast (2), ULDC (1), PZB (1)	No change (1) Need clarification (1)	**CAUTION.** Only proceed if the goal is to *simplify* the process. If you *remove* steps (e.g., allow staff approval for minor exceptions), it's safe. If you add *new* criteria (e.g., "must prove no traffic impact"), it's a burden. If the goal is to make it "harder" to get a special exception, **Hold until 10/1/27**.
22	Amend concurrency requirements	ULDC (1), PZB (2)	No change (1) Need clarification (1)	**HOLD (mostly).** Adding new concurrency (traffic/drainage) mandates adds cost to development.

				Unless you are removing a concurrency requirement that is no longer needed, do not touch this. You can *rescind* optional concurrency (safe), but you cannot *add* it.
24	Define Essential Services	Treasure Coast (1), ULDC (1), PZB (1)	Change (1) Need clarification (1)	**PROCEED NOW (to align only).** Adopt the standard State definition. It protects the Town's ability to maintain infrastructure.
25	Amend notice requirements for events vs meetings	Treasure Coast (2), PZB (1)	Need clarification (1)	**PROCEED NOW W CAUTION.** Keep the notice radius reasonable (e.g., 300-500 ft). Do not expand it Town-wide. Risk: Low/Medium. Reason: If you require notice to be mailed to 1,000 residents instead of 300, that is a "financial burden" on the applicant.
26	Amend Administrative Site Plan Approvals	Treasure Coast (1), ULDC (1), PZB (1)	No change (1) Need clarification (1)	**PROCEED NOW.** Required by statute. It speeds up approvals, which makes it "less burdensome" by moving more approvals to Staff (Admin) and away from Council. This streamlines permitting.

TABLE 3: DEFER (HOLD UNTIL SB 180 RESTRICTIONS EXPIRE)

	Code Item	Review Required	Comments	
4	Amend Outdoor Storage to include regulation of RV storage in Article 92 – Sec. 20-010	PZB (2), ULDC (1), Town Council (1)	Change (1)	**HOLD UNTIL 10/1/27.** Restricting where a resident can park their RV is a limitation on property use and a "burden."
5	Delete non-conformity determinations – Sec. 75-015	ULDC (1)	No change (1), Change (1)	**HOLD UNTIL 10/1/27.** Removing a process that helps owners prove legality strips a right/benefit.
6	Delete historical legacy provisions – Sec. 75-035	Town Council (1), PZB (2)	Change (1)	**HOLD UNTIL 10/1/27.** Removing "legacy" allowances is the definition of becoming "more restrictive."

7	Update self-storage buildings and operations – Sec. 80-075	Town Council (1), ULDC (1), PZB (1)	Change/Done (1)	**HOLD UNTIL 10/1/27.** "Updating" usually implies stricter design standards (cost). Unless it is deregulatory, wait.
10	Update local roadway design standards Sec. 100-045	Treasure Coast/RETAG (1), ULDC (1), PZB (1)	Follow things done (1)	**HOLD UNTIL 10/1/27.** New design standards usually increase construction costs (burden).
12	Amend vested rights provisions to change application requirements and process for property owner to apply and appeal – Sec. 125-005	Treasure Coast/ULDC (2), PZB (2), Town Council (1)	Remove (1) Amend Town Council Determines Property Vested Rights and set sunset date for vested rights in ULDC	**HOLD UNTIL 10/1/27.** Do not touch. Attempting to "sunset" vested rights is the single highest litigation risk under SB 180.
15	Amend Tree Removal and add disbursement of mitigation funds	ULDC (2), PZB (1)	Change (1)	**HOLD UNTIL 10/1/27.** Increasing mitigation fees or tree preservation requirements increases development costs.
16	Amend Landscaping regulations	ULDC (3)	Change (1) Need clarification (1)	**HOLD UNTIL 10/1/27.** Stricter buffers or material requirements are "burdensome" to net usable acreage.
17	Revise Definitions – livestock, poultry, pigs, household pets	ULDC (3)	Change (1) Need clarification (1)	**HOLD UNTIL 10/1/27.** Changing definitions to be stricter on animal keeping is a restriction on use.
20	Add Townwide Traffic & Rural Roadway Standards	Town Council (2), ULDC (1), PZB (1)	Change (1) With reduced width for Level 2 and below roads	**HOLD UNTIL 10/1/27. R**oadway design standards impose cost.
23	Amending non-conforming lot regulations	ULDC (1), PZB (2)	No change (1) Need clarification (1)	**HOLD UNTIL 10/1/27.** This invites an immediate lawsuit from owners of small/odd lots. **Risk:** Extreme. Changes here usually try to "phase out" old lots or limit what can be built on them. Limiting the use of a non-conforming lot is a direct "taking" of rights/value.
27	Add Nuisance Abatement regulations	ULDC (1), PZB (2)	No change (1) Need clarification (1)	**HOLD UNTIL 10/1/27.** Rely on *existing* County/State nuisance laws. Do not create new Town-specific nuisances now.

				"Nuisance" is often used to ban things people dislike (RV parking, tall grass, noise). This is a "new restriction" on property use.
28	Review density vs lot size	PZB (1), ULDC (2)	No change (1) Need clarification (1)	**HOLD UNTIL 10/1/27.** Any change that reduces allowable density is void under SB 180. "Reviewing" usually implies downzoning (requiring more land for the same house). That destroys property value.
30	Update driveways and parking regulations	ULDC (2), PZB (1)	Need clarification (1)	**HOLD UNTIL 10/1/27.** "Updating" usually means requiring paved driveways (cost) or restricting parking locations (burden).Unless you are *allowing* gravel where pavement was required, this is a burden.

Some of the "trickiest" items are those that sound like simple administration but can be legally "restrictive" under the new SB 180 definition. Below is the Rule of Thumb for this specific batch, followed by the item-by-item analysis.

- If it "Streamlines" (removes steps/Council hearings): PROCEED. This saves time and money, so it is compliant with SB 180.
- If it "Clarifies" by Restriction (defines what you *can't* do): HOLD. Even if you are just "codifying past practice," writing it down as a prohibition is a new burden.
- If it touches Agriculture: PROCEED CAREFULLY. Defer to State Law (Right to Farm Act). Local ag restrictions are doubly dangerous (preempted by State Law *and* blocked by SB 180).

Florida’s Agritourism statute and Right to Farm protections limit local governments’ ability to regulate bona fide farm operations and agritourism activities, generally preempting local ordinances that prohibit or restrict agritourism on agriculturally classified land. Aligning local definitions and permitted uses with these state provisions, without adding new local restrictions, is consistent with state policy and reduces preemption risk as your “Proceed Now (to align only)” guidance indicates for agritourism and agricultural zoning items.

Recommendation & Next Steps:

To move forward without triggering SB 180 penalties or litigation, Staff requests Council consensus on the following actions:

1. Direct Staff to prepare an ordinance(s) containing **only** the items that may proceed under SB 180 as noted above (focusing on Administrative Site Plans, ADUs, and general cleanup). Defer all other items until SB 180 restrictions expire.

2. Select the preferred review process for the above ordinance(s) to the **ULDC Committee (Path 1)** to begin the review process.

3. Officially table all other items (including Vested Rights and mandatory Rural Vista Guidelines) until the SB 180 restrictions expire.

Staff will prepare a draft timeline for ULDC Committee and PZB workshops for the items that can move forward without triggering SB 180 challenges. This approach ensures the Town remains compliant with SB 180, avoids unnecessary legal exposure, and continues progress on permissible ULDC updates.

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
AGENDA ITEM MEMORANDUM

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

FROM: **Francine Ramaglia, Town Manager**

DATE: **January 6, 2025**

SUBJECT: **Commerce Planning Grant CPTA FY 2025–2026 Award – Project Status and Implementation Process**

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

SUMMARY

The Town has been awarded a $75,000 Planning and Technical Assistance Grant from the Florida Department of Commerce under the Competitive Florida Partnership Program to complete a Strategic Southern Boulevard Corridor Study. The grant is fully funded with no local match and supports planning-level work only.

This agenda item is informational. Staff is not seeking direction or action at this meeting. The purpose is to advise the Council of the award and outline the implementation process.

Staff will proceed with partner and agency coordination and will conduct detailed individual briefings with Council members to gather input on scope, outreach, and priorities. A finalized scope of work, project timeline, any related contracts or contract renewals, and a technical budget amendment to recognize grant revenue and expenditures will be brought to the Council for consideration at the February meeting.

I. PURPOSE

The purpose of this memo is to inform the Town Council of the Commerce Planning Grant award and to outline the phased implementation and coordination process that will follow.

II. PROJECT OVERVIEW AND BACKGROUND

The Town applied for and has been awarded a Commerce Planning Grant to support a planning-level study of the Southern Boulevard corridor. The study will document existing land use, infrastructure, public safety, and economic conditions and identify options related to reinvestment, circulation, and corridor functionality.

The study is informational only. It does not obligate the Town to amend land use or zoning, expand commercial entitlements, or relinquish regulatory authority. All legislative discretion remains with the Town Council.

The scope reflects the Town's unique status as a designated rural community surrounded by more intensely developed areas and is intended to help preserve rural character while proactively identifying corridor issues and opportunities.

No formal Council acceptance of the grant is required.

III. PROJECT TEAM AND ANTICIPATED SCOPE

The Town will coordinate with the following partners during project development:

- Sluggett & Associates – project coordination, agency liaison, and public outreach support
- Treasure Coast Regional Planning Council
- Florida Atlantic University – Center for Urban and Environmental Solutions
- Additional planning consultants, if needed for specialized technical components

Anticipated planning-level activities include:

- Data collection and analysis related to land use, infrastructure, safety, and economic conditions
- Evaluation of older commercial properties, reinvestment potential, and internal circulation between commercially zoned parcels
- Public engagement and stakeholder coordination
- Preparation of the Strategic Southern Boulevard Corridor Study and supporting maps and materials

No construction or capital improvements are included.

IV. IMPLEMENTATION PROCESS AND COUNCIL ENGAGEMENT

Staff will proceed with the following steps:

1. Coordinate with project partners and relevant agencies to confirm roles, responsibilities, and schedule.
2. Conduct individual briefings with each Council member to obtain detailed input on scope, outreach, and corridor priorities.
3. Refine and finalize the project scope, outreach approach, and timeline in coordination with the Department of Commerce.
4. Return to the Town Council at the February meeting with:
    - Any required contracts or contract renewals
    - The finalized scope of work and project timeline
    - A technical budget amendment to recognize grant revenue and expenditures

V. FUNDING / FISCAL IMPACT

Grant Amount: $75,000 from Florida Department of Commerce – Competitive Florida Partnership Program. There is no net fiscal impact to the Town. A budget amendment is anticipated solely to recognize the grant revenue and corresponding project expenditures.

VI. GRANT AGREEMENT

The draft Grant Agreement contains standard administrative provisions and preserves the Town's zoning authority and legislative discretion. Execution of the agreement will occur following final legal review by the Town Attorney.

This item is provided for information only. No action is requested at this meeting.

Staff will proceed with coordination and Council engagement and will return with recommended actions at the February Council meeting.

RECOMMENDATION

Receive and file.

COMPETITIVE FLORIDA PARTNERSHIP
GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE

THIS GRANT AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and _____ ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- **Attachment 1:** Scope of Work
- **Attachment 1-A:** Grant Agreement Final Closeout Form
- **Attachment 2 and Exhibit 1 to Attachment 2:** Audit Requirements
- **Attachment 3**: Audit Compliance Certification

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2025, (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2026, (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period".

B. FUNDING

This Agreement is a **cost reimbursement** Agreement. Commerce shall pay Grantee up to ***Funding Amount (in written and numeric format)*** in consideration for Grantee's performance under this Agreement. Commerce, in its sole and absolute discretion, may provide Grantee an advance of Award Funds under this Agreement. Travel expenses are authorized under this Agreement. Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with s. 112.061, Florida Statutes ("F.S."), and the Invoice Submittal Procedures delineated in Attachment 1: Scope of Work. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida

and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: https://www.myfloridacfo.com/Division/AA/Vendors/. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

D. RENEGOTIATION OR MODIFICATION

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, Commerce may at any time, with written notice to Grantee, make changes within the general scope and purpose of this Agreement, at Commerce's sole and absolute discretion. Such changes may include modifications of the requirements, changes to processing procedures, or other changes as decided by Commerce. Grantee shall be responsible for any due diligence necessary to determine the impact of each aforementioned modification or change. Any Grantee requests for modification of this Agreement must be in writing and duly signed and dated by all Parties in order to be valid and enforceable.

E. AUDITS REQUIREMENTS AND COMPLIANCE

1. **Section 215.97, Florida Statutes ("F.S.").** Grantee shall comply with all applicable provisions of s. 215.97, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. **Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation

the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

(1) Records Compliance. Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with Section 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

(2) Identification of Records. Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

(3) Keeping and Providing Records. Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. The Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, the Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If the Grantee keeps and maintains public records upon completion of this Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of

records, in a format that is compatible with the information technology systems of Commerce.

(4) Audit Rights. Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(5) Single Audit Compliance Certification. Annually within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to Audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.

(6) Ensure Compliance. Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

(7) Contact Custodian of Public Records for Questions. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Florida Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

G. TERMINATION

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than twenty-four (24) hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba, or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving Grantee (and each subcontractor). Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

2. **Disclosure of Sponsorship**. As required by Section 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in

written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. INVOICES AND PAYMENTS

1. Grantee will provide Commerce's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf), with detail sufficient for a proper pre-audit and post-audit thereof. Grantee shall comply with the Invoice Submittal and Payment provisions of Section 10 of Attachment 1, Scope of Work, and with the following requirements:

a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by Commerce.

b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the Grantee's invoice number, an invoice date, the dates of service, the deliverable number, a description of the deliverable, a statement that the deliverable has been completed, and the amount being requested. Commerce or the State may require any additional information from Grantee that Commerce or the State deems necessary to process an invoice.

c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.

2. At Commerce's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services.

3. Payment shall be made in accordance with section 215.422, F.S., Rule 69I-24, F.A.C., and section 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the Scope of Work specifies otherwise. Commerce has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to Commerce. Commerce is responsible for all payments under the Agreement.

4. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm

5. Grantee shall submit the final invoice for payment to Commerce no later than ***60*** days after the Agreement ends or is terminated. If Grantee fails to do so, Commerce, in its sole

discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

L. RETURN OR RECOUPMENT OF FUNDS

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) Grantee's performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.

3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment, or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce". Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

M. INSURANCE

Unless Grantee is a state agency or subdivision, as defined by s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be workers' compensation and employer's liability

insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

N. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or recipients' responsible parent or guardian when authorized by law, if applicable.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with Section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information. Good faith acquisition of personal information by an employee or agent of the Grantee is not a breach, provided the information is not used for a purpose unrelated to the Grantee's obligations under this Agreement or is not subject to further unauthorized use.

O. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by the Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by the Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature, Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

P. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, as both terms are defined in Commerce Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

Q. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S. (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.

4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.

7. Upon the Expiration Date of this Agreement Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

R. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five (5) years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five (5) years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

S. CONSTRUCTION AND INTERPRETATION

The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph,

subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "Commerce" includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement, and each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

T. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

U. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

V. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

2. In accordance with Section 448.095, F.S., the State of Florida expressly requires the following:

    a. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

    b. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required

under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

W. NOTIFICATIONS OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

X. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

Y. ASSIGNMENTS AND SUBCONTRACTS

1. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If Commerce permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law. Grantee further agrees that Commerce shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend Commerce against such claims.

3. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all Commerce security and administrative requirements identified herein. Commerce may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. Commerce may refuse access to, or require replacement of, any of

Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with Commerce's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. Commerce may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.

5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from Commerce in accordance with section 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to Commerce's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. Commerce's Minority Coordinator at (850) 245-7471 will assist with questions and answers.

7. Commerce shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in Commerce's judgment, are insufficient.

Z. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

AA. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless, within 21 calendar days from the date of receipt, Grantee submits a petition for an administrative hearing to Commerce's Agency Clerk. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

BB. INDEMNIFICATION

1. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

2. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

3. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

4. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

5. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

CC. FOREIGN INFLUENCE

In accordance with section 286.101, F.S., if this Contract has a value of $100,000 or more, Contractor shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Contractor represents that it is, and for the duration of this Contract will remain, in compliance with section 286.101, F.S.

DD. CONTACT INFORMATION FOR GRANTEE AND Commerce

Grantee's Agreement Manager:

Insert Name of Grantee's Agreement Manager
Insert Street Address Here
Insert City, State, Zip
Telephone: ###-###-####
Facsimile: ###-###-####
Insert Email Address

Commerce's Agreement Manager:

Paola Muir
Florida Department of Commerce
107 East Madison Street, MSC 160
Tallahassee, FL 32399-4120
Telephone: (850) 717- 8486
Facsimile: (850) 717-8522
Email: paola.muir@commerce.fl.gov

EE. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

FF. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instruments.

GG. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

If applicable, and in accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual's personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference.

If applicable, Grantee must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, F.A.C.

HH. FOREIGN INFLUENCE

In accordance with section 286.101, F.S., if this Agreement has a value of $100,000 or more, Grantee shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Grantee represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

II. HUMAN TRAFFICKING

If applicable, and in accordance with section 787.06, F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

If applicable, Grantee must provide Commerce with an affidavit signed by an officer or a representative of Subrecipient under penalty of perjury attesting that Subrecipient does not use coercion for labor or services as defined in section 787.06, F.S.

[Rest of page left intentionally blank; Attachments to follow after signature page]

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

FLORIDA DEPARTMENT OF COMMERCE		**INSERT GRANTEE NAME**	
By	_____	**By**	_____
	Signature		Signature
	J. Alex Kelly		**Type in Name**
Title	**Secretary**	**Title**	**Type in Title**
Date	_____	**Date**	_____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

Attachment 1
SCOPE OF WORK

1. GRANT AUTHORITY: Pursuant to section 163.3168, Florida Statutes ("F.S."), and Specific Appropriation 2111A, Chapter 2025-198 Laws of Florida, the Competitive Florida Partnership Grant Program provides direct or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities while protecting the functions of important state resources and facilities.

The Town of Loxahatchee Groves ("Grantee") has been awarded funds under the Competitive Florida Partnership Grant Program to complete a review of existing economic development and resiliency documents, facilitate public participation efforts to undertake outreach and engagement with residents, and prepare an action-oriented economic development and resiliency plan.

2. PROJECT DESCRIPTION: The purpose of this project is to develop a Strategic Southern Boulevard Corridor Study to enhance, protect, and reinvest in Southern Boulevard as the visual, functional, and economic gateway to Loxahatchee Groves, while preserving the Town's rural identity and supporting long-term fiscal sustainability.

3. GRANTEE RESPONSIBILITIES: Grantee shall timely perform the Deliverables and Tasks described in this section and in Section 5 below, and in doing so, Grantee shall comply with all the terms and conditions of this Agreement. **All deliverables and tasks under this Agreement must be completed on or before the end of the agreement period in Section A. of this Agreement, unless extended by an amendment to this Agreement signed by both parties.**

A. Deliverable 1. ***Traffic & Infrastructure Assessment;***

Grantee shall:

1. Survey the corridor's transportation challenges including congestion, driveway conflicts, cut through traffic on lettered roads, and aging or insufficient infrastructure.
2. Identify problems related to turn movements, intersection stacking, and water management infrastructure in disrepair.
3. Develop recommendations for improvements.

B. Deliverable 2. ***Public Safety & Drainage Survey;***

Grantee shall:

1. Survey corridor-related public safety issues including PBSO response trends, traffic incidents, and environmental risks caused by canal dumping and inadequate drainage.
2. Identify degraded canal banks and water quality threats.
3. Recommend strategies for safety and environmental resilience.

C. Deliverable 3. ***Pedestrian/Equestrian Safety & Gateway Identity;***

Grantee shall:

1. Assess the corridor's ability to safely accommodate pedestrians and equestrians, including trail separation and crossing needs.
2. Identify areas of visual blight, aging commercial properties, and a lack of cohesive identity at the Town's gateway.
3. Recommend enhancements to safety, aesthetics, and rural branding.

D. Deliverable 4. ***Fiscal & Zoning Strategy and Draft Study;***

Grantee shall:

1. Survey existing land use, zoning, and fiscal contributions of the corridor.
2. Explore reinvestment zones, economic revitalization tools, and zoning overlay options.
3. Prepare a draft Strategic Corridor Study with integrated recommendations.
4. Conduct at least one (1) Community Outreach Meeting with residents, businesses, and corridor users to solicit feedback on preliminary findings and reinvestment priorities.

E. Deliverable 5. ***Final Report and Public Workshop;***

Grantee shall:

1. Refine and finalize the Strategic Southern Boulevard Corridor Study, integrating findings from all previous deliverables.
2. Prepare a final report, draft implementation framework, and conduct a public workshop for presentation and feedback.

4. COMMERCE'S RESPONSIBILITIES: Commerce shall receive and review the Deliverables and, upon Commerce's acceptance of the Deliverables and receipt of Grantee's pertinent invoices in compliance with the invoice procedures of Section K of this Agreement and of Section 10 of this Scope of Work, Commerce shall process payment to Grantee in accordance with the terms and conditions of this Agreement.

5. DELIVERABLES: The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences
Deliverable 1. Traffic & Infrastructure Assessment; Grantee shall in accordance with Section 3.A. of this Scope of Work: 1) Survey the corridor's transportation challenges including congestion, driveway conflicts, cut through traffic on lettered roads, and aging or insufficient infrastructure. 2) Identify problems related to turn movements, intersection stacking, and water management infrastructure in disrepair. 3) Develop recommendations for improvements. **Deliverable due date:** March 3, 2026	**Completion of Deliverable 1 as evidenced by submission of all of the following:** 1. Copy of the Traffic Infrastructure Assessment which must include findings from the survey of the corridor's transportation challenges. Must include findings on challenges, not limited to: a. Congestion b. Driveway conflicts c. Cut through traffic on lettered roads d. Aging or insufficient infrastructure Must identify problems related to: a. Turn movements b. Intersection stacking c. Water management infrastructure in disrepair. The Traffic Infrastructure Assessment must also include recommendation for improvements to the transportation corridor. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available.	$20,000	As provided in Section 13 of this Scope of Work, below.

Deliverable 2. Public Safety & Drainage Survey; Grantee shall in accordance with Section 3.B. of this Scope of Work: 1) Survey corridor-related public safety issues including PBSO response trends, traffic incidents, and environmental risks caused by canal dumping and inadequate drainage. 2) Identify degraded canal banks and water quality threats. 3) Recommend strategies for safety and environmental resilience. **Deliverable due date:** March 31, 2026	**Completion of Deliverable 2 as evidenced by submission of all of the following:** 1. Provide copy of the Public Safety and Drainage Survey and the findings of the surveys. Findings must include: a. PBSO response trends; b. Traffic incidents; c. Environmental risks caused by canal dumping and in adequate drainage; d. Identification of degraded canal banks; e. Water quality threats; f. Recommended strategies for safety and environmental resilience. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available.	$20,000	As provided in Section 13 of this Scope of Work, below.

Deliverable 3. Pedestrian/Equestrian Safety & Gateway Identity Grantee shall in accordance with Section 3.C. of this Scope of Work: 1) Assess the corridor's ability to safely accommodate pedestrians and equestrians, including trail separation and crossing needs. 2) Identify areas of visual blight, aging commercial properties, and a lack of cohesive identity at the Town's gateway. 3) Recommend enhancements to safety, aesthetics, and rural branding. **Deliverable due date:** April 15, 2026	**Completion of Deliverable 3 as evidenced by submission of all of the following:** 1. Provide a copy of the assessment and findings of pedestrian/equestrian safety within the corridor. This must include: a. corridor's ability to safely accommodate pedestrians and equestrians; b. Identification of trail separation and crossing needs; c. Identification of areas of visual blight, aging commercial properties, and lack of cohesive identity; d. Recommendations for enhancements to safety, aesthetics, and rural branding. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available.	$5,000	As provided in Section 13 of this Scope of Work, below.

Deliverable 4. Fiscal & Zoning Strategy and Draft Study Grantee shall in accordance with Section 3.C. of this Scope of Work: 1) Survey existing land use, zoning, and fiscal contributions of the corridor. 2) Explore reinvestment zones, economic revitalization tools, and zoning overlay options. 3) Prepare a draft Strategic Corridor Study with integrated recommendations. 4) Conduct at least one (1) Community Outreach Meeting with residents, businesses, and corridor users to solicit feedback on preliminary findings and reinvestment priorities. **Deliverable due date:** May 1, 2026	**Completion of Deliverable 4 as evidenced by submission of all of the following:** 1. Provide a copy of the fiscal and zoning strategies that derived from the survey of existing land use, zoning, and fiscal contributions of the corridor. 2. Provide a copy draft of the Strategic Corridor Study. This study must incorporate the recommendations identified in Deliverables 1, 2, and 3. 3. Provide copy of any public notices or advertisements of the Community Outreach Meeting. 4. Provide copy of meeting materials. 5. Summary of feedback from participants of the meeting. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available.	$15,000	As provided in Section 13 of this Scope of Work, below.

Deliverable 5. Final Report and Public Workshop Grantee shall in accordance with Section 3.C. of this Scope of Work: 1) Refine and finalize the Strategic Southern Boulevard Corridor Study, integrating findings from all previous deliverables. 2) Prepare a final report, draft implementation framework, and conduct a public workshop for presentation and feedback. **Deliverable due date:** May 19, 2026	**Completion of Deliverable 4 as evidenced by submission of all of the following:** 1. Provide copy of the finalized Strategic Southern Boulevard Corridor Study, integrating findings from Deliverables 1-4. 2. Provide copy of final report. The final report must include an implementation framework. 3. Provide copy of any public notices or advertisements of the public workshop. 4. Provide copy of meeting materials. 5. Summary of feedback from participants of the meeting.	$15,000	As provided in Section 13 of this Scope of Work, below.
			TOTAL NOT TO EXCEED: $75,000

6. Reporting.

6.1 Close-out Report. No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

7. SUBCONTRACTS. In accordance with **Section Y., Assignments and Subcontracts,** of this Agreement and subject to the terms and conditions in sections Y.1. through 7 of this Agreement, this paragraph constitutes Commerce's written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of the executed subcontract(s) shall be provided to Commerce's Agreement Manager upon execution by the Parties. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract. Any subcontracts between the Grantee and a subcontractor for work performed under this Agreement shall identify the hourly rate of pay to be charged by the subcontractor and shall require all invoices from the subcontractor to the Grantee to identify the hourly rate of pay, actual hours worked on the grant project, and any expenses incurred by the subcontractor in performing such work.

8. DELIVERABLE DUE DATE. The "deliverable due date" is the date the deliverable must be received by Commerce by 11:59 p.m. on that date. For extensions of deliverable due dates, see Section 13 of this Scope of Work.

9. BUSINESS DAY; COMPUTATION OF TIME. For the purpose of this Agreement, a "business day" is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 11:59 p.m. on that day.

10. COST SHIFTING. The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten (10) percent** of each deliverable total funding amount. Changes that exceed **ten (10) percent** of each deliverable total funding amount will require a formal written amendment, as described in **Section D., Renegotiation or Modification**, of this Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

11. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Funding Requirements of s. 215.971(1), F.S., Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

11.1 Grantee shall provide one invoice for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures, available at: (https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf). Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

11.2 Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:

11.2.1 A cover letter signed by the Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, Deliverables, of this Scope of Work; (3) have been paid; and (4) were incurred during the Agreement period.

11.2.2 Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;

11.2.3 Travel documentation in accordance with s. 112.061, F.S., with a completed State of Florida Travel Reimbursement Form, available at: dfs-aa-15voucherforreimbursement.xlsx (live.com)

11.2.4 A copy of all supporting documentation for vendor payments;

11.2.5 A copy of the cancelled check(s) specific to the project; and

11.2.6 A copy of the bank statement that includes the cancelled check.

11.3 The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.

11.4 All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.

11.5 If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

11.5.1 A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or

11.5.2 A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

11.6 Grantee's invoice and all documentation necessary to support payment requests may be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, will be provided upon execution of the Agreement. SERA Access Authorization Form will be provided after the execution of this Agreement.

11.7 Payment shall be provided to Grantee in accordance with **Section K., Invoices and Payments**, of this Agreement.

12. SUBMITTAL, REVIEW AND ACCEPTANCE OF DELIVERABLES; NOTICE; OPPORTUNITY TO CURE. Grantee shall submit all deliverables to Commerce's Agreement Manager. Commerce will review all work submitted for payment under the deliverables and will determine in Commerce's sole and absolute discretion whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. Within 15 business days after receipt of a deliverable, Commerce shall provide written notice to Grantee by electronic mail of Commerce's determination that the deliverable is sufficient and is accepted or that the deliverable is not sufficient to satisfy the requirements in the Scope of Work and how the Grantee can address the insufficiency. If Commerce determines that a deliverable is not sufficient under this Agreement, Grantee shall have 10 business days from the date of receipt of notice from Commerce to

correct the insufficiency, and during this 10-business day period, the financial consequences specified in Section 12 of this Scope of Work will not be assessed. Commerce may extend this timeframe in writing (which may be by electronic mail) if Grantee is actively working with Commerce to resolve the insufficiency; provided, however, that any extension of time under this section will not extend the Agreement Period in Section A. of this Agreement. An extension of time under this section does not require an amendment to this Agreement. Payment for a deliverable shall not be due until Commerce notifies the Grantee's Agreement Manager in writing that the deliverable or corrected deliverable is sufficient under the Scope of Work and is accepted by Commerce.

13. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM:

13.1 Financial consequences of $50 per business day up to a maximum amount of $500 shall be imposed in each of the following circumstances:

13.1.1 Grantee submits a deliverable to Commerce more than ten (10) business days after the deliverable due date. Financial consequences begin to accrue on the eleventh business day following the deliverable due date and continue until the deliverable is received by Commerce or the maximum amount of financial consequence accrues, whichever occurs first.

13.1.2 Grantee is given a notice of insufficiency and fails to submit to Commerce a corrected deliverable within the timeframe provided in Section 11 of this Scope of Work. Financial consequences begin to accrue on the business day following the deadline under Section 11 of this Scope of Work and continue until the corrected deliverable is received by Commerce or the maximum financial consequence accrues, whichever occurs first.

13.2 Imposition of the above-described financial consequences shall in no manner affect Commerce's right to impose or implement other provisions in this Agreement including the right to terminate this Agreement.

14. PRELIMINARY DRAFT DELIVERABLES; COMMERCE REVIEW AND COMMENT. Unless preliminary draft deliverables are required under Sections 2 or 4 of this Scope of Work, above, Grantee is encouraged, but not required, to submit preliminary drafts of all substantive written deliverables (e.g., proposed plan amendments, reports) to Commerce for review and comment no later than ten (10) business days before the deliverable due date. If Commerce provides comments, Grantee is urged to address them in the deliverable submitted to Commerce for payment. If submission of a preliminary draft deliverable is required under Sections 2 or 4 of this Scope of Work, above, Commerce shall provide comments to the Grantee no later than four business days before the deliverable due date.

15. EXTENSIONS OF TIME OF DELIVERABLE DUE DATES. Notwithstanding **Section D., Renegotiation or Modification**, of this Agreement, Commerce's Agreement Manager, in Commerce's sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be requested by Grantee's Agreement Manager (not Grantee's consultant or subcontractor) in accordance with the following:

15.1 Requests for extension of one or more deliverable due dates shall be submitted by Grantee's Agreement Manager in writing (which may be by electronic mail) to Commerce's Agreement Manager

no later than four (4) business days before the deliverable due date (or the earliest of multiple due dates for which the extension is requested);

15.2 A request for extension from Grantee's Agreement Manager must state the reason for the extension; and

15.3 Commerce's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

This authority and procedure do not apply to an extension of the Agreement Period defined in **Section A., Agreement Period**, of this Agreement.

16. ADVERTISING AND INFORMATION RELEASE. Notwithstanding **Section J., Advertising and Sponsorship Disclosure**, and **Section F., Records and Information Release**, of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Competitive Florida Partnership Grant from Commerce for the work described in this Scope of Work.

17. NOTIFICATION OF INSTANCES OF FRAUD. Instances of Grantee's operational fraud or criminal activities shall be reported to Commerce's Agreement Manager in writing within twenty-four (24) chronological hours.

18. NON-DISCRIMINATION. Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

19. GRANTEE'S RESPONSIBILITIES UPON TERMINATION. If Commerce issues a Notice of Termination to Grantee, except as otherwise specified by Commerce in that notice, the Grantee shall:

19.1 Stop work under this Agreement on the date and to the extent specified in the notice;

19.2 Complete performance of such part of the work as shall not have been terminated by Commerce;

19.3 Take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and

19.4 Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the Commerce all property and materials belonging to Commerce. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

20. CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT. In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

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Attachment 1A

GRANT AGREEMENT FINAL CLOSEOUT FORM

FLAIR Contract ID:	_____		
Recipient Name:	_____	**Contract Amount**	_____
Vendor ID:	_____	**Deobligated Funds**	_____
Contract End Date:	_____	**Final Contract Amount**	_____

Section A: Financial Reconciliation

1. Total Recipient Funds Received from Commerce	_____
2. Total Recipient Expenditures	_____
3. Balance of Unexpended Program Income (from Section B)	_____
4. If negative, this amount must be refunded to the Commerce. If positive, this amount is to be remitted to the Recipient.	_____

Section B: Statement of Recipient Income

- There was no recipient income earned under this contract.
- The following recipient income was earned under this contract.

Description of Recipient Income

Source	Amount	Expended	Balance
Total Program Income	**$0.00**	**$0.00**	**$0.00**

Section C: Property Inventory Certification

- No tangible property was purchased in the contract period.
- All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of $1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to the Department of Commerce if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of the Department.

Description of Property Inventory

Description and Serial Number	Quantity	Acquisitions		Condition	Location
		Cost	Date		

Section D: Recipient Certification

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

Name: _____	**Signature:** _____
Title: _____	**Date Signed:** _____

Section E: Commerce Internal Review and Approval

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

Name: _____	**Signature:** _____

Attachment 2

AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government, or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient that expends $1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit

organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

   a. Commerce at each of the following addresses:

   Electronic copies (preferred): Audit@commerce.fl.gov

   or

   Paper (hard copy):
   Florida Department of Commerce
   MSC # 75, Caldwell Building
   107 East Madison Street
   Tallahassee, FL 32399-4126

b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):	or	Paper (hard copy):
Audit@commerce.fl.gov		Florida Department of Commerce MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted to Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

EXHIBIT 1 to Attachment 2

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: **FLORIDA DEPARTMENT OF COMMERCE – CSFA 40.024 – GROWTH MANAGEMENT IMPLEMENTATION** - **$ _____**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

- ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.

NOTE: 2 C.F.R. § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
FEIN: _____
Grantee's Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Florida Department of Commerce (Commerce)? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to item 2:

   Did Grantee expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Grantee expend $1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

_____ _____
Signature of Authorized Representative Date

_____ _____
Printed Name of Authorized Representative Title of Authorized Representative

Town of Loxahatchee Groves

155 F Road • Loxahatchee Groves, Florida 33470 • (561) 793-2418 Phone • www.loxahatcheegrovesfl.gov

August 1, 2025

FloridaCommerce
Division of Community Development
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399-4120

RE: Community Planning Technical Assistance Grant Request — FY 2025–2026 Project: Strategic Southern Boulevard Corridor Study for Town of Loxahatchee Groves

Dear FloridaCommerce,

Please consider this funding request letter from the Town of Loxahatchee Groves, a designated Rural Community* in the agricultural heart of Palm Beach County, for a Community Planning Technical Assistance Grant, State FY 2025–2026, to support the development of a ***Strategic Southern Boulevard Corridor Study***.
** presently under review by FloridaCommerce for renewal*

This study will guide the Town in preserving its rural identity, improving corridor conditions, and supporting strategic reinvestment in its most economically and visually prominent corridor. Loxahatchee Groves faces growing development pressure and corridor-related challenges that jeopardize its rural identity, visual character, and fiscal sustainability.

Although individual segments of this corridor have been addressed through signage ordinances or infrastructure repairs, the Town has never developed a comprehensive corridor strategy to address land use, reinvestment, access management, or gateway identity in a coordinated fashion. This grant will allow the Town to shift from reactive maintenance to proactive planning.

Proposed Grant Project

The Town proposes to undertake a ***Strategic Southern Boulevard Corridor Study*** to enhance, protect, and reinvest in Southern Boulevard as the visual, functional, and economic gateway to Loxahatchee Groves, while preserving the Town's rural identity and supporting long-term fiscal sustainability. The Study will explore a coordinated set of solutions tailored to our unique rural context, including:

- Establishing a Corridor Reinvestment Zone (CRZ)—adapting principles from Business and Neighborhood Improvement Districts (BID/NID) for a rural setting

- Advancing land use and zoning strategies that support reinvestment, traffic flow, and environmental resilience
- Promoting rural community preservation in response to suburban sprawl and rising external development pressure
- Evaluating alignment with Rural Areas of Opportunity (RAO) policy goals to the extent possible (**Note: Loxahatchee Groves is not currently designated as an RAO*)

Community Significance and Urgency

Southern Boulevard is Loxahatchee Groves' most visible and commercially active corridor. It serves as the Town's primary gateway and first impression for residents, visitors, and investors. Yet, the corridor faces mounting challenges that diminish its appearance, function, and contribution to community identity:

- Visual blight: Aging properties, deteriorated fencing, and uncoordinated signage erode rural character
- Drainage and dumping issues: Canal edge conditions impact aesthetics, water quality, and infrastructure integrity
- Underutilized parcels: Aging commercial lots with limited reinvestment
- Traffic congestion and lack of cross-access, causing unsafe conditions and cut-through traffic on neighborhood roads
- Inadequate pedestrian and equestrian infrastructure: Limited separation from vehicles poses safety risks
- No clear rural gateway presence: The corridor lacks visual cues or features reflecting the Town's agrarian and equestrian identity

These challenges extend beyond visual or mobility concerns—they result in **higher infrastructure and public safety costs** for the entire Town. For example:

- Road and drainage improvements in this corridor are disproportionately expensive
- PBSO public safety contract costs are driven up by corridor-related incidents
- Adjacent neighborhoods experience elevated impacts from unmanaged traffic and water runoff

By establishing a coordinated corridor strategy—centered on reinvestment, design, safety, and rural character—the Town can protect its identity while enhancing quality of life, safety, and economic vitality for the entire community.

Regional Context

Loxahatchee Groves is a small equestrian and agricultural Town with a 1-unit-per-5-acre land use pattern. It shares equestrian and agricultural values with neighboring areas such as Wellington (to

the south), Fox Trails and White Fences (to the west), and The Acreage (to the north). However, immediately adjacent to the Town's northwest is the new urban development of Westlake, which does not reflect these rural values.

This corridor strategy will serve as a **buffer and identity anchor** for the Town. It is critical to preserving our values amid regional change. The Study will also address concerns from long-time and multi-generational residents who increasingly feel displaced by pressures from encroaching development and rising land costs.

Scope of Work and Budget

Deliverable 1: *Traffic & Infrastructure Assessment*

Survey the corridor's transportation challenges including congestion, driveway conflicts, cut-through traffic on lettered roads, and aging or insufficient infrastructure. Identify problems related to turn movements, intersection stacking, and water management infrastructure in disrepair. Develop recommendations for improvements.

Deliverable due date: March 3, 2026

Payment Not to Exceed: $20,000.00

Deliverable 2: Public Safety & Drainage Survey

Survey corridor-related public safety issues including PBSO response trends, traffic incidents, and environmental risks caused by canal dumping and inadequate drainage. Identify degraded canal banks and water quality threats. Recommend strategies for safety and environmental resilience.

Deliverable due date: March 31, 2026

Payment Not to Exceed: $20,000.00

Deliverable 3: *Pedestrian/Equestrian Safety & Gateway Identity*

Assess the corridor's ability to safely accommodate pedestrians and equestrians, including trail separation and crossing needs. Identify areas of visual blight, aging commercial properties, and a lack of cohesive identity at the Town's gateway. Recommend enhancements to safety, aesthetics, and rural branding.

Deliverable due date: April 15, 2026

Payment Not to Exceed: $ 5,000.00

Deliverable 4: *Fiscal & Zoning Strategy + Draft Study*

Survey existing land use, zoning, and fiscal contributions of the corridor. Explore reinvestment zones, economic revitalization tools, and zoning overlay options. Prepare a **draft Strategic Corridor Study** with integrated recommendations.

Conduct at least one (1) Community Outreach Meeting with residents, businesses, and corridor users to solicit feedback on preliminary findings and reinvestment priorities. Results will help shape implementation strategies and zoning overlays.

Deliverable due date: May 1, 2026

Payment Not to Exceed: $15,000.00

Deliverable 5: *Final Report + Public Workshop*

Refine and finalize the ***Strategic Southern Boulevard Corridor Study***, integrating findings from all previous deliverables. Prepare a final report, draft implementation framework, and conduct a public workshop for presentation and feedback.

Deliverable due date: May 19, 2026

Payment Not to Exceed: $15,000.00

Budget/Expenditures

The Town of Loxahatchee Groves expects to utilize outside consultants and contracted services for these Deliverables. The Town does not have the capabilities to accomplish this in-house with the small amount of staffing and resources available, as it is a small rural community trying to save their ruralness and quality of life. Budgeted Expenditures *include 300 hours at $250/hour* and are estimated as follows:

Deliverable	Description	Estimated Hours	Due Date	Amount
1	Identify traffic congestion, cut-through traffic, turn limitations, and outdated infrastructure. Recommend solutions.	80	March 3, 2026	$20,000
2	Assess corridor-related PBSO calls, accident risks, canal dumping, and drainage. Recommend mitigation strategies.	80	March 31, 2026	$20,000
3	Evaluate trail safety, separation from roadways, and gateway visual character. Recommend improvements.	20	April 15, 2026	$ 5,000

Deliverable	Description	Estimated Hours	Due Date	Amount
4	Analyze land use, rural reinvestment options, economic impact. Conduct 1 outreach meeting. Prepare draft Study.	60	May 1, 2026	$15,000
5	Finalize study. Prepare report with clear implementation strategy. Facilitate public workshop.	60	May 19, 2026	$15,000
	Total Amount Not to Exceed and Funding Request for this project			**$75,000**

Applicant Profile, Demographics and Contact Information:

Applicant Information	Town of Loxahatchee Groves Palm Beach County, FL, 155 F Road, Loxahatchee Groves, FL 33470 Phone: (561) 793-2418	
Demographics:	Population 3,355 (US Census 2020)	
Project Contact	Francine Ramaglia, Town Manager	FRamaglia@loxahatcheegrovesfl.gov 561-277-2153
Chief Elected Official	Anita Kane, Mayor	akane@loxahatcheegrovesfl.gov 561-793-2418
Consultant	Mary McNicholas, Principal, Geoffrey B. Sluggett & Associates	mem@sluggett.com 561-662-1805

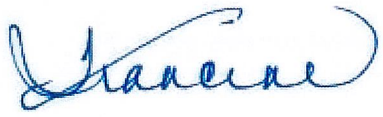
This effort is time-sensitive and foundational. The Southern Boulevard corridor is the Town's most visible and economically significant gateway, but its long-term viability is uncertain without a clear plan that addresses infrastructure demands, land use conflicts, visual deterioration, and reinvestment challenges. A well-crafted Strategic Corridor Study will ensure that Loxahatchee Groves can protect its rural character, manage growth pressures, and guide fiscally responsible improvements that benefit the entire community.

We thank FloridaCommerce for its continued partnership with small communities like Loxahatchee Groves and respectfully request your support for this important and timely planning initiative. This project represents the Town's first comprehensive corridor study and will provide the strategic tools needed to address rising infrastructure costs, safety challenges, and reinvestment needs—while reinforcing the Town's commitment to preserving its rural character. This initiative

directly supports FloridaCommerce's goals to strengthen local planning capacity, protect the integrity of rural communities, and prepare fiscally sustainable solutions for infrastructure and community resilience. The Town of Loxahatchee Groves deeply values this opportunity and appreciates your consideration of this critical planning effort.

Please let us know if you have any questions and/or need additional information.

Sincerely,



Francine L. Ramaglia, Town Manager
Town of Loxahatchee Groves

Cc:

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Southern Boulevard Corridor Improvement Strategy

Business & Neighborhood Improvement District Options

Purpose

To enhance and protect the Southern Boulevard corridor as the visual and functional gateway to Loxahatchee Groves—while preserving the Town's rural identity and supporting long-term fiscal sustainability.

This strategy explores a flexible "Corridor Reinvestment Zone (CRZ)," adapting concepts from Business Improvement Districts (BIDs) and Neighborhood Improvement Districts (NIDs), tailored for the Town's unique small-town, rural context.

Why Southern Boulevard Needs Immediate Focus

Southern Boulevard is Loxahatchee Groves' most visible and commercially active corridor. It serves as the town's primary gateway, shaping the first impression for residents, visitors, and potential investors alike. Despite this prominent role, the corridor faces escalating challenges that threaten its function, appearance, and contribution to the town's rural identity:

- **Visual blight:** Uncoordinated signage, deteriorating fencing, and a lack of cohesive landscaping create a disjointed and unattractive environment.
- **Underutilized and aging properties:** Commercial lots lack reinvestment, leading to stagnation and underperformance.
- **Drainage and canal dumping issues:** Edge conditions pose both aesthetic and environmental risks, threatening water quality and infrastructure integrity.
- **Traffic congestion and poor access management:** Lack of connectivity and cross-access
- **Pedestrian and equestrian safety gaps:** Inadequate buffering and crossings compromise user experience and safety.
- **Lack of rural identity at the town's gateway:** There are few clear visual cues marking entry into a rural community with unique equestrian and agricultural heritage.

In addition to visual and reinvestment challenges, the Southern Boulevard corridor contributes to increased traffic congestion and cut-through behavior on adjacent lettered roads. These conditions strain local infrastructure and create safety concerns for residents, pedestrians, and equestrian users. Because of this, the Southern Boulevard corridor also places a heavier burden on the rest of the town. More traffic, stormwater runoff, public safety calls, and infrastructure needs mean that the entire town ends up subsidizing the corridor's upkeep and impacts. For example:

- **Drainage and road improvements** needed in this area are more extensive and costly than elsewhere in town.
- **Public safety and PBSO contract costs** are higher due to corridor-related incidents.
- **Traffic management needs** are more complex along this busy route.

Southern Boulevard Corridor Improvement Strategy

Business & Neighborhood Improvement District Options

By focusing resources and improvements here through a Rural Improvement District, the Town can ease the pressure on other neighborhoods and redirect costs to where they're most needed. In addition, zoning overlays along the corridor can help guide future development, improve traffic flow, create green buffers, and give the Town a stronger, more defined southern-facing identity.

These issues are interconnected and require a coordinated strategy to reverse decline, foster reinvestment, and restore pride and value in the corridor.

Corridor Issues & Solutions Matrix

This matrix summarizes key issues along Southern Boulevard, the community needs they reflect, and targeted solutions based on BID/NID/CRZ strategies:

Issue	Local Need	BID/NID/CRZ-Inspired Solution
Traffic Control	Congestion, limited turn options, intersection stacking, driveway access conflicts, and increased cut-through traffic on lettered roads	Cross-access easements, driveway spacing/ingress-egress standards, corridor striping, turn lanes, urban-rural transition traffic calming (e.g., signage, chokers), and access management coordination with Palm Beach County/FDOT for improved corridor design, safety and movement
Inadequate Infrastructure	Older, neglected and/or missing infrastructure and systems cannot support current level or increased activity	Targeted drainage, culvert, and surface water system improvements coordinated with development and/or other projects
Public Safety	Increased calls, accidents and risk tied to corridor activity	Lighting, CPTED/surveillance-friendly design, and coordinated/enhanced PBSO presence
Unattractive and/or aging properties	Gateway lacks visual cohesion and feels neglected; rural image not reflected	Rural-style fencing/signage/buffers/façade and landscape grants, site access improvements
Canal dumping & drainage issues	Protect water quality; canal banks degraded and vulnerable	Cleanups, native riprap stabilization, coordinated maintenance partnerships

Pedestrian/equestrian safety	Limited separation between road and trail uses	Trail-edge buffers, native planting, signage, and equestrian-themed trailheads
Lack of identity at gateway	No clear visual transition into rural Loxahatchee Groves	Signal rural transition with gateway signage and rural-themed entrance features via overlay standards

Overview of BIDs and NIDs in Florida

A Business Improvement District (BID) is a defined geographic area (often commercial) where businesses voluntarily agree pay a special assessment to fund projects, services and other enhancements such as infrastructure improvements, streetscape improvements, wayfinding and other signage, public space activation/parks and multi-use trails improvements, maintenance, mobility projects public safety & security including crime prevention through environmental design (CPTED), marketing/branding/community identity and business development/economic vitality.

A Neighborhood Improvement District (NID) can include residential, commercial or mixed-use areas, authorized under F.S. Chapter 163 Part IV, to support similar activities as a BID including reinvestment, beautification, and public safety. They are generally created to support specific needs, including preservation of historic and/or community character. BIDs and NIDs are usually governed by a board of directors, often comprised of business owners and property owners within the district.

In Loxahatchee Groves, creations of such a district can serve to promote and protect the community's charm while providing a stronger and more stable tax base and a means to leverage costs to commercial areas while maintaining or improving alignment with community values. Some cities have used hybrid approaches and that is what we are thinking makes the best sense for our community as well.

To meet the unique needs of Southern Boulevard—our Town's rural gateway—the Town can position the corridor as a Southern Corridor Rural Improvement District. This would not be a traditional statutory BID or NID, but rather a locally adapted model that borrows the statutory structure of improvement districts and applies the goals once promoted by Florida's Rural Enterprise Zones (REZs), including revitalization, reinvestment, job retention, and community character. Branded flexibly as a "Corridor Improvement Partnership" or "Southern Corridor Rural Investment Zone," this strategy allows Loxahatchee Groves to advance coordinated improvements, while leveraging state and local funding programs such as FDOT beautification grants, FDEO rural infrastructure support, and local façade/landscape incentives.

Southern Boulevard Corridor Improvement Strategy

Business & Neighborhood Improvement District Options

Rethinking Corridor Strategy: From Enterprise Zones to a Custom Reinvestment Zone

Florida's former **Enterprise Zone (REZ)** program was repealed in 2015. Today, **Rural Areas of Opportunity (RAOs)** under Florida Statutes §288.0656 provide a framework for assisting economically distressed rural areas—but only a few regions in Florida are formally designated as RAOs, and **Loxahatchee Groves is *not* currently one of them**.

However, the **policy goals** of these programs—stabilizing the tax base and fiscal sustainability through rural reinvestment, community character, job creation, and infrastructure support—can still be achieved locally through a **custom improvement strategy** for Southern Boulevard.

We propose a **Corridor Reinvestment Zone (CRZ)** tailored to Southern Boulevard's role as a rural gateway. This strategy blends zoning overlays, voluntary public-private partnerships, and grant programs modeled after BID/NID structures—but designed for small-town, low-density rural conditions.

Governance & Implementation: Comparing Tools for Southern Corridor Management

Feature	BID	NID	RAO (State Designation)	CRZ (Custom Reinvestment Zone – Southern Corridor)
Purpose	Boost commerce	Improve neighborhood livability and safety	Address persistent rural economic distress	Blend commercial revitalization with rural character preservation
Legal Authority	F.S. Chapter 170 / local ordinance	F.S. Chapter 163 Part IV	F.S. § 288.0656 (Governor-designated RAO)	Local ordinance under Home Rule or CRA/NID overlay approach
Area Focus	Defined commercial corridors	Residential or mixed-use neighborhoods	Multi-county or rural regional areas	Southern Blvd corridor (Collecting Canal to F Road), including commercial frontages and canal buffers
Funding Tools	Special assessments on businesses	Special assessments on residents/businesses	State and federal grants, local match may be waived	Voluntary MOUs, grants, matching funds, pilot projects, FDOT/FDEP/FDEO/CDBG leveraged funding

Southern Boulevard Corridor Improvement Strategy

Business & Neighborhood Improvement District Options

Feature	BID	NID	RAO (State Designation)	CRZ (Custom Reinvestment Zone – Southern Corridor)
Governance	Business-led advisory board	Mixed resident/business stakeholder board	Managed by state agencies with REDI/local economic partners	Town-led advisory group including corridor property owners, business owners, and equestrian users
Eligible Services	Streetscape, events, safety ambassadors	Beautification, housing support, cleanups	Infrastructure, permitting, economic development support	Rural signage, fencing, trail buffers, drainage, façade grants, canal bank cleanups, etc.
Implementation Type	Formal taxing district	Special taxing district or overlay	Requires formal designation by the Governor	Local, flexible, phased strategy aligned with Comp Plan, Strategic Plan, and ULDC
Eligible Improvements	Wayfinding signs, trash removal, lighting, benches, marketing campaigns	Alleyways, CPTED lighting, sidewalks, community spaces	Roads, utilities, broadband, economic development assets	Native landscaping, equestrian buffers, consistent fencing, sign code compliance, cross-access easements, traffic control and infrastructure
Sustainability & Maintenance	Renewed by vote or Council every 5–10 years	Stakeholder-driven renewal via ordinance update	Sustained by state program timelines and grant cycles	Phased implementation tied to MOUs and grant performance; reviewed annually by Town

CRZ Implementation Elements for Southern Boulevard

Tool / Component	Description	Adaptation for Southern Corridor	Model / Inspiration
Overlay Zoning	Establish rural-specific standards for fencing, signage, setbacks, and access	Reinforces rural identity and improves corridor cohesion	Corridor Plans / BIDs
Voluntary MOUs	Agreements with property and business owners to participate in improvements	Enables non-mandatory engagement and visible early wins	Clewiston Main Street Model

Southern Boulevard Corridor Improvement Strategy

Business & Neighborhood Improvement District Options

Tool / Component	Description	Adaptation for Southern Corridor	Model / Inspiration
Matching Grants Program	Shared-cost funding for fencing, signage, façade upgrades, and landscaping	Encourages reinvestment without burdening small businesses	NID / CRA Tools
Pilot Demonstration Projects	Town-funded demonstration projects (e.g., fencing, buffers, signage, drainage, etc.)	Builds trust, shows impact, and creates momentum for broader participation	DeFuniak Springs CRA
Corridor Advisory Group	Stakeholder board to guide priorities, funding, and project implementation	Keeps governance rural, local, and collaborative	BID/NID Hybrid Governance
Grant Funding Leverage	Align corridor strategies with state/federal programs (FDOT, FDEO, RIF, FDEP)	Positions Town to secure outside investment without raising local taxes	RAO-style Grant Alignment
Public-Private Partnerships	Encourage collaboration with FDOT, the County, and property owners on shared goals and Town standards	Meets Town design standards consistently and collectively meeting needs for circulation, drainage, stormwater retention, and safe access	MOUs, ILAs and joint venture agreements

This **Corridor Reinvestment Zone (CRZ)** approach gives the Town of Loxahatchee Groves the flexibility to address Southern Boulevard's unique rural-commercial character—without needing RAO designation or state authorization. It provides a clear path to restore visual appeal, reduce infrastructure burden, and balance rural preservation with sustainable commercial revitalization.

By shifting from "REZ" references to this **Corridor Reinvestment Zone** model, the Town maintains control, honors its rural brand, and activates the most effective elements of improvement districts in a rural context.

This approach allows Loxahatchee Groves to build its own version of a "Rural Improvement District" using **local authority, voluntary participation, BID/NID type partnerships and structure and phased improvements**—without relying on outdated or repealed state programs.

These improvement strategies—if properly managed—can increase the tax base by:

- Raising property values through reinvestment and beautification

- Attracting new businesses or enhancing tenant retention
- Reducing code enforcement and maintenance costs through shared responsibility
- Unlocking eligibility for grants and cost-sharing from state and federal sources

This directly supports the Town's fiscal sustainability by diversifying revenue, enhancing return on infrastructure investments, and reducing service delivery burdens in the long term. Further, establishing overlay districts for the Southern Corridor would allow the Town to:

- Reinforce existing development standards and to potentially define unique or tailored development standards for the geographical area.
- Manage access and traffic flow as well as create connectivity.
- Establish and implement necessary infrastructure based on short and long-term growth expectations.
- Establish green and visual buffers.
- Promote rural design standards including southern rural identity/branding zone.

Special Assessment Considerations

The Town's proposed Corridor Reinvestment Zone (CRZ) would focus on rural-compatible improvements such as infrastructure, traffic controls, buffers, cross-access easements, native landscaping and public safety. It would be implemented in phases, with other funding methods possible as noted above. The key financial benefit of the proposed approach is the ability to provide a dedicated mechanism to the Town that does not place the entire cost burden on the general fund or existing ad valorem revenues. The Corridor special assessments could be structured in a number of ways such as:

- **Property Value-Based**: A percentage of taxable property value.
- **Flat Rate Per Business**: Equal or tiered contribution by business type or size.
- **Hybrid**: A base flat rate plus a property value percentage.

The methodology should:

- Be equitable and benefit-aligned.
- Include thresholds to protect smaller businesses.
- Require majority approval from affected property owners.
- Allow adjustment over time as needs evolve.

Implementation Challenges & Mitigation Strategies

Challenge	Description	Mitigation Strategy

Southern Boulevard Corridor Improvement Strategy

Business & Neighborhood Improvement District Options

Securing Buy-In	Fewer businesses; assessment skepticism	Clear communication, early wins, workshops
Limited Funding	Low property values limit funds	Combine grants, phased rollout, partnerships
Governance Capacity	Reliance on volunteers	Town-led model, outside assistance
Defining Boundaries	Corridor vs. neighborhood	Focus on commercial parcels, justify zones
Competing Priorities	Multiple needs, limited funds	Align with town priorities (e.g., drainage)
Sustaining Momentum	Volunteer fatigue, leadership shifts	Strategic plan, Town liaison, yearly review

Rural vs. Urban BIDs Comparison

Category	Rural BIDs	Urban BIDs
Boundaries	Linear/corridor, small town center	Dense downtown/mixed-use areas
Budget	Smaller (low property values)	Larger (high density/values)
Priorities	Visual improvement, preservation	Economic growth, redevelopment
Initiatives	Façade grants, signage, events	Capital projects, security, marketing
Governance	Informal, business-led	Professional staff, mixed boards
Challenges	Limited capacity, fewer resources	Managing diverse stakeholder needs

Southern Boulevard Corridor Improvement Strategy

Business & Neighborhood Improvement District Options

Florida Examples of BID/NID/RAO or CRZ-Inspired Models

District Name	Location	Funding Source	Primary Focus / Programs	Governance
Clewiston Main Street Program	Clewiston, FL (rural/ agricultural)	Voluntary contributions	Façade grants, historic preservation, annual events	Volunteer-driven, business-led
Ybor City NID	Tampa, FL	Special assessments (typical for NIDs)	Streetscape, marketing, public safety, events	Likely City-led with advisory board
Downtown Tampa NID	Tampa, FL	Special assessments	Clean/safe programs, sidewalk maintenance, safety ambassadors	City-affiliated management
Northwood/ Pleasant City NID	West Palm Beach, FL	Likely special assessments or city funds	Façade grants, park upgrades	City-led, neighborhood stakeholders
Midtown NID	St. Petersburg, FL	City funds, possible grants/assessments	Youth engagement, public art, housing support	Community-based leadership
Overtown/Park West NID	Miami, FL	Special assessments + public/private funding	Cultural revitalization, mobility improvements	City-managed with cultural advisors
30A Beaches NID	South Walton County, FL	Special assessments + tourism-based revenue	Branding, landscaping, marketing for rural tourist corridor	Likely County/partnership governance
DeFuniak Springs CRA/NID Hybrid	DeFuniak Springs, FL	TIF (Tax Increment Financing), special assessments	Rural town revitalization, infrastructure, historic preservation	Hybrid CRA/NID board

Resilience & State Funding Opportunities

Resilient Florida: Drainage and flooding challenges in the southern corridor may qualify for funding. The Town is finalizing its vulnerability assessment and can submit stormwater infrastructure projects to the Department of Environmental Protection. CRZ infrastructure upgrades could be packaged as part of Resilient Florida applications (e.g., culverts, bioswales).

Southern Boulevard Corridor Improvement Strategy
Business & Neighborhood Improvement District Options

With Resilient Florida funding secured, Southern Boulevard's drainage and flooding challenges can be addressed strategically, enhancing storm resilience, protecting rural character, and reducing maintenance burdens — all in line with your overall corridor improvement goals.

Rural Infrastructure Fund (RIF): May provide grants for infrastructure improvements that support economic development within the corridor.

Framework for Corridor Creation Using BID, NID & Home Rule

This section sets forth the comprehensive framework available under Florida law for creating, funding, and managing improvements to the Southern Boulevard corridor. It outlines the legal tools, voting and petition thresholds, statutory requirements, and practical pathways that the Town may consider to enhance this critical gateway while preserving Loxahatchee Groves' rural character.

Legal Foundations & Tools

Florida law provides multiple statutory and local authority pathways to advance corridor improvements, ranging from formal special assessment districts to flexible local overlays. The table below summarizes the primary legal mechanisms available.

Tool / Statute	Type	Purpose / Use Case
F.S. Chapter 170 (Special Assessments)	Ad valorem / Non-ad valorem	Authorizes municipalities to levy assessments for local improvements (roads, drainage, streetscapes). Adopted by ordinance; does **not require a direct property owner vote**, though owners may object at hearings.
F.S. Chapter 163, Part IV (NIDs/BIDs)	Neighborhood Improvement Districts	Creates dependent special districts for residential or commercial areas. Requires a petition by **60% of affected property owners** to initiate. May levy non-ad valorem assessments or ad valorem taxes.
F.S. § 288.0656 (RAO)	Rural Area of Opportunity	Supports eligibility for enhanced state grants and coordination. Not directly tied to assessments but strengthens overall funding capacity.
Home Rule (Art. VIII, Sec. 2 Const. & F.S. 166)	Local ordinance powers	Empowers the Town to regulate design, signage, landscaping, and provide incentives through local ordinances or overlays (such as a Corridor Revitalization Zone, or CRZ) with **no property owner petition or vote required**.

Southern Boulevard Corridor Improvement Strategy
Business & Neighborhood Improvement District Options

Process, Petitions & Voting Requirements

Florida does not have a standalone statewide BID statute. Instead, BIDs are generally created under **Chapter 163, Part IV**, using the Neighborhood Improvement District (NID) framework:

- **Petition:** Must have **at least 60% of property owners in the proposed district sign a petition** requesting creation.
- **Public Hearing:** The Town Council holds a noticed public hearing.
- **Ordinance:** After the hearing, the Council may adopt an ordinance creating the NID.
- **Funding:**
    - If using **special assessments**, follows Chapter 170—requires notice and hearing, no direct vote.
    - If using **ad valorem millage**, requires a **referendum** by registered electors in the district via mail ballot under F.S. 163.511.

Voting & Petition Matrix

Type of Funding Mechanism	Petition Required	Referendum / Vote Required	Notes
NID with special assessments	Yes (60% of property owners)	No — only requires notice and hearing under F.S. 170	Used for capital projects
NID with ad valorem tax	Yes (60% of property owners)	Yes — mail ballot referendum of district electors under F.S. 163.511	Used for operations & marketing
Chapter 170 standalone	No	No — just mailed & published notices and a public hearing	Used for single-purpose capital improvements
Home Rule CRZ overlay	No	No — adopted by local ordinance	Funded by general funds or grants

Home Rule (Corridor Revitalization Overlay)

Under Florida's constitutional Home Rule powers (Art. VIII, Sec. 2 and F.S. 166), the Town may establish a **Corridor Revitalization Overlay (CRZ)** to set architectural and site design standards, manage signage, landscaping, access management, and provide grant or incentive programs. This option:

- Requires **no petition or property owner vote**, only a standard local ordinance process.
- May include programs like:
    - Rural-themed fencing and landscaping standards.
    - Façade or signage grants funded by the general fund.

- Partnerships with FDOT or County for matching beautification, safety, or mobility grants.

This makes Home Rule overlays an efficient option to advance corridor aesthetics and function without complex district formation.

Statutory Steps & Timelines

The following matrix outlines a typical 12-month process for the Town, depending on the chosen approach.

Timeline	Home Rule CRZ Overlay	NID / BID under Ch. 163	Ch. 170 Special Assessments
1–2 mo	Council workshop to establish corridor objectives	Council workshop to explore forming a NID/BID	Identify improvements & define special benefit area
2–3 mo	Draft CRZ ordinance under F.S. 166.021	Draft district plan & economic impact study (F.S. 163.506)	Prepare engineer's benefit report (F.S. 170.02)
3–4 mo	Hold local public hearing per Town code	Publish 30-day notice & hold public hearing (F.S. 163.506(6))	Mail notice 20 days prior, publish notice 10 days prior, hold hearing (F.S. 170.05–.07)
4–5 mo	Adopt overlay ordinance	Adopt ordinance creating NID/BID; if millage, conduct referendum	Adopt resolution confirming assessment roll
5–6 mo	Implement design & incentive programs	Notify DEO & AG; form advisory board; begin annual budget cycle (F.S. 163.514)	Forward assessments to tax collector
6–12 mo	Launch corridor improvements	Roll out NID/BID improvements & board operations	Complete project implementation

Detailed Statutory Requirements

Tool	Key Statutory Requirements
NID/BID (ad valorem tax)	- 60% petition from property owners - Prepare district plan & economic impact statement - 30-day published notice & public hearing - Mail ballot referendum of district electors (F.S. 163.511) - Report creation to DEO & AG

Southern Boulevard Corridor Improvement Strategy

Business & Neighborhood Improvement District Options

Tool	Key Statutory Requirements
NID/BID (special assessments)	- Same process but **no referendum required** - Town adopts by ordinance after hearing - File with DEO & AG
Ch. 170 assessments	- Engineer's report proving special benefit - Mail & publish notices before hearing - Hold public hearing & adopt confirming resolution
Home Rule CRZ overlay	- Local ordinance adoption process only (notices under Town charter / LDC) - **No statutory petition or referendum required**

How Voting & Mail Ballot Requirements Work

Approach	How Funded	Vote Required?	Statutory Reference
NID/BID with ad valorem tax	Millage on real property	Yes — mail ballot referendum of electors required	F.S. 163.511(1)-(2)
NID/BID with special assessments	Non-ad valorem assessments on benefiting properties	No referendum; Council approves by ordinance after hearing	F.S. 163.506 & F.S. 170
Ch. 170 assessments only	Based on frontage or area benefit	No referendum; notice & public hearing only	F.S. 170.05–.08
Home Rule CRZ overlay	General fund & grants	No vote; normal ordinance process	F.S. 166.021

Special Note on Mail Ballots for NIDs/BIDs

- Under F.S. 163.511, if a **NID or BID proposes an ad valorem tax**, the referendum is conducted entirely by **mail ballot**, with voter registration left open for 75 days and ballots mailed at least 15 days after registration closes.
- Must be approved by a simple majority (>50%) of votes cast within the district footprint.

Summary of Practical Pathways

Approach	Requires Petition?	Requires Owner or Voter Vote?	Best For
NID (special assessments)	Yes (60% of owners)	No direct vote; only notices & hearing	Infrastructure (lighting, drainage, trails) funded by assessments

Southern Boulevard Corridor Improvement Strategy

Business & Neighborhood Improvement District Options

Approach	Requires Petition?	Requires Owner or Voter Vote?	Best For
NID (millage tax)	Yes (60% of owners)	Yes — mail ballot referendum of district electors	Long-term operations (security, marketing)
Ch. 170 assessments	No	No direct vote; just mailed/published notices & hearing	Targeted capital projects (roads, drainage)
Home Rule CRZ overlay	No	No vote; simple local ordinance	Zoning, aesthetics, general fund or grant improvements

Bottom Line for Southern Boulevard:

- If the Town wants direct property funding (through assessments or district taxes), it must build strong support among corridor property owners to achieve the **60% petition threshold** required to establish a NID.
- If a millage is proposed for ongoing operations, the district must secure a **majority mail ballot referendum of electors** within the footprint.
- Alternatively, the Town can immediately use **Home Rule powers to adopt a Corridor Revitalization Overlay (CRZ)**, establish design standards and incentive programs, and fund these efforts through general revenues or external grants — **without the need for petitions or votes**.

Next Steps for Implementation

Phase/Step	Timeline	Action Item	Description
Phase 1	Months 1–3	Corridor Visioning Workshop	Bring residents, businesses, and agencies together to identify & map issues and values.
Phase 2	Months 2–4	Feasibility Study	Define boundaries; assess funding and estimate potential revenue based on units, taxable value or business participation; consider governance models.
Phase 3	Months 4–6	Pilot Demonstration Projects	Implement native landscaping, unified/consistent rural-style fencing/screening/signage, and litter control and canal bank stabilization.
Phase 4	Months 5–7	Stakeholder Engagement	Secure MOUs and form an advisory group.
Phase 5	Months 6–9	Strategic & Regulatory Alignment	Update strategic planning documents and adopt via Council resolution.

Southern Boulevard Corridor Improvement Strategy
Business & Neighborhood Improvement District Options

Phase/Step	Timeline	Action Item	Description
Step 6	Months 6–9	Draft Concept Plan	Prepare visuals and cost estimates and timelines for potential corridor improvements.
Step 7	Months 6–9	Council Workshop	Explore legal mechanisms and review overlay maps.
Step 8	Months 6–10	Strategic Plan Integration	Align with the ULDC, Comprehensive Plan, and Strategic Plan.
Step 9	Months 6–10	Funding Strategy	Identify grant sources and public/private partnership opportunities.
Step 10	Months 7–12	Formal District Creation	Establish voluntary MOUs and initiate special assessment district creation.

Conclusion

The Southern Boulevard corridor is both a challenge and a transformative opportunity for the Town of Loxahatchee Groves. It represents our most visible and commercially active frontage, yet it currently lacks the visual cohesion, rural identity, and reinvestment support needed to reflect the values of our community.

By drawing on the best elements of Business Improvement District (BID) and Neighborhood Improvement District (NID) models—while acknowledging the sunset of Florida's former Rural Enterprise Zone (REZ) program—this strategy introduces a Custom Corridor Reinvestment Zone (CRZ) designed specifically for rural conditions and small-town character. This flexible, Town-led approach blends zoning overlays, voluntary participation, matching grant programs, pilot projects, and state and federal funding opportunities to achieve real, visible results without imposing rigid structures or financial burdens on residents and small businesses.

Through tools such as overlay zoning, matching grants, stakeholder MOUs, beautification pilots, and an advisory group grounded in local voices, the CRZ framework supports:

- Preservation of rural identity through consistent fencing, signage, and landscaping standards
- Improved safety and access via multi-use trail buffers, drainage solutions, and signage
- Stimulated local investment through façade and landscape grant programs
- Expanded funding access by aligning with programs like FDOT beautification, FDEP resilience, and FDEO rural infrastructure grants
- Collaborative governance through an inclusive, Council-appointed advisory group
- Long-term sustainability via phased implementation, annual performance review, and community buy-in

Southern Boulevard Corridor Improvement Strategy

Business & Neighborhood Improvement District Options

This strategy provides a replicable and resilient blueprint for revitalizing the Southern Corridor in a manner that respects rural character, supports local businesses, improves quality of life, and enhances the Town's fiscal sustainability. It empowers the Town to lead reinvestment efforts thoughtfully, transparently, and collaboratively—strengthening both our identity and our tax base for generations to come.

Additional Resources

- **Florida League of Cities** — Guidance materials and sample ordinances for NID/BID creation.
- **Florida Dept. of Economic Opportunity** — Filing requirements for new districts.
- **ICMA & GFOA** — Best practices for governance models and financial oversight in districts.
- **Local municipal codes** — Benchmarking ordinance language from peer jurisdictions.

FLORIDACOMMERCE

Ron DeSantis GOVER
J. Alex Kelly SECRETA

November 5, 2025

Ms. Francine Ramaglia
Town Manager, Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470

Re: State Fiscal Year 2025-2026 Community Planning Technical Assistance Grants

Dear Ms. Ramaglia,

We appreciate your interest in the FloridaCommerce's Community Planning Technical Assistance Grant Program. We are pleased to inform you that your grant proposal to *develop a comprehensive strategy for the Town's Gateway* was selected for funding in the amount up to $75,000.

FloridaCommerce will provide additional information to finalize the scope of work and complete the grant agreement. For your convenience, we have enclosed a copy of our grant agreement template for you to begin your internal review. Beginning on or after July 1, 2025, any invoice for work specifically related to the grant project will be eligible for reimbursement after the grant agreement has been fully executed. If for any reason the grant agreement is not executed by both parties, cost reimbursement for work performed will not be available.

Please note that funds awarded may not be used for activities inconsistent with Florida law.

We look forward to our continued partnership, and if you have any questions, please do not hesitate to contact Paola Muir, Regional Planning Administrator, by telephone at 850-717-8471 or by email at Paola.Muir@Commerce.fl.gov.

Sincerely,

Justin Domer, Deputy Secretary
Division of Community Development

JD/ja

Enclosure

cc: Jhazmine Allen, Agreement Manager, FloridaCommerce

An equal opportunity employer/program. Auxiliary aids and service are avail upon request to individuals with disabilities. All voice telephone numbers on document may be reached by persons using TTY/TTD equipm he Flo Relay Service at 711.

COMMUNITY PLANNING TECHNICAL ASSISTANCE
GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE

THIS GRANT AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and _____ ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- **Attachment 1:** Scope of Work
- **Attachment 1-A:** Invoice: Grantee's Subcontractor(s) (Contractual Services)
- **Attachment 1-B:** Invoice: Grantee's Employee(s)
- **Attachment 1-C:** Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)
- **Attachment 1-D:** Grant Agreement Final Closeout Form
- **Attachment 1-E**: SERA Access Authorization Form (form provided after execution of this agreement)
- **Attachment 2 and Exhibit 1 to Attachment 2:** Audit Requirements
- **Attachment 3**: Audit Compliance Certification

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2025 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2026 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

B. FUNDING

This Agreement is a **cost reimbursement** Agreement. Commerce shall pay Grantee up to ***[Insert amount in written format ($[amount, numeric)]*** in consideration for Grantee's performance under this Agreement. Commerce, in its sole and absolute discretion, may provide Grantee an advance of Award Funds under this Agreement. Travel expenses are authorized under this Agreement. Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with Section (s.) 112.061, Florida Statutes (F.S.), and the Invoice Submittal Procedures delineated in Attachment 1, Scope of Work. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: https://www.myfloridacfo.com/division/aa/vendors. Any questions should be directed to the Direct Deposit Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. RENEGOTIATION OR MODIFICATION

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, Commerce may at any time, with written notice to Grantee, make changes within the general scope and purpose of this Agreement, at Commerce's sole and absolute discretion. Such changes may include modifications of the requirements, changes to processing procedures, or other changes as decided by Commerce. Grantee shall be responsible for any due diligence necessary to determine the impact of each aforementioned modification or change. Any modification of this Agreement Grantee requests must be in writing and duly signed and dated by all Parties in order to be valid and enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Section 215.971, Florida Statutes ("F.S.").** Grantee shall comply with all applicable provisions of s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. **Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. **Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection

with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide Commerce with copies of any records within ten (10) business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

5. **Single Audit Compliance Certification.** Annually within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to Audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.

6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

7. **Contact Custodian of Public Records for Questions. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Florida Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability

of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict

accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS. ***(Not applicable)***

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Unless authorized under the scope of work, subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

2. **Disclosure of Sponsorship**. As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the

words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. INVOICES AND PAYMENTS

1. Grantee will provide invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf), with detail sufficient for a proper pre-audit and post-audit thereof. Grantee shall comply with the Invoice Submittal and Payment provisions of Section 10 of Attachment 1, Scope of Work, and with the following requirements:

a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by Commerce.

b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the Grantee's invoice number, an invoice date, the dates of service, the deliverable number, a description of the deliverable, a statement that the deliverable has been completed, and the amount being requested. Commerce or the State may require any additional information from Grantee that Commerce or the State deems necessary to process an invoice.

c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.

2. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or

b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1). If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

3. At Commerce's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services.

4. Payment shall be made in accordance with s. 215.422, F.S., Rule 69I-24, F.A.C., and s. 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services

unless the Scope of Work specifies otherwise. Commerce has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to Commerce. Commerce is responsible for all payments under the Agreement.

5. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

   https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm

6. Grantee shall submit the final invoice for payment to Commerce no later than **60 calendar days** after the Agreement ends or is terminated. If Grantee fails to do so, Commerce, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

L. RETURN OR RECOUPMENT OF FUNDS

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) Grantee's performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.

3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 calendar days of Grantee's discovery of an Overpayment, or receipt of notification from Commerce that and Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Florida Department of Commerce". Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 calendar days after the date of notification or discovery.

4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

M. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the Effective Date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

N. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or Recipients' responsible parent or guardian when authorized by law, if applicable.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven (7) business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that

notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily under section 501.171(1)(a), F.S., and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

O. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

P. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee

shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

Q. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as “property” as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer’s serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.

4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1, Scope of Work.

7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce’s response prior to disposing of the property. “Disposition” as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

R. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY *(Not applicable)*

S. CONSTRUCTION AND INTERPRETATION

The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions

of this Agreement. The term "this Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "Commerce" includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. Each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

T. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

U. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

V. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

2. Section 448.095, F.S., requires the following:

    a. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

    b. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

W. NOTIFICATIONS OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

X. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

Y. ASSIGNMENTS AND SUBCONTRACTS

1. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If in the scope of work or in a separate writing Commerce permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law, and that Grantee remains fully responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. Grantee further agrees that Commerce shall not be liable to the subcontractor for any expenses or liabilities incurred

under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend Commerce against such claims.

3. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all Commerce security and administrative requirements identified herein. Commerce may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. Commerce may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with Commerce's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. Commerce may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.

5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from Commerce in accordance with s. 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to Commerce's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. Commerce's Minority Coordinator at (850) 245-7471 will assist with questions and answers.

7. Commerce shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in Commerce's judgment, are insufficient.

Z. ENTIRE AGREEMENT; SEVERABILITY; CONFLICTS; COUNTERPARTS.

This Agreement, and the attachments and exhibits hereto, embody the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instruments.

AA. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense**. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.**

3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee submits a petition for an administrative hearing to Commerce's Agency Clerk. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to s. 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

BB. INDENTIFICATION

1. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

2. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

3. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

4. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

5. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

CC. LEGAL AUTHORIZATION

The Grantee certifies that it has legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Grantee certifies that the undersigned person has the authority to legally execute and bind the

Grantee to the terms of this Agreement. Commerce may, at its discretion, request documentation evidencing the undersigned has authority to bind the Grantee to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

DD. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

If applicable, and in accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual's personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference.

If applicable, Grantee must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, F.A.C.

EE. FOREIGN INFLUENCE

In accordance with section 286.101, F.S., if this Agreement has a value of $100,000 or more, Grantee shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Grantee represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

FF. HUMAN TRAFFICKING

If applicable, and in accordance with section 787.06, F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

If applicable, Grantee must provide Commerce with an affidavit signed by an officer or a representative of Subrecipient under penalty of perjury attesting that Subrecipient does not use coercion for labor or services as defined in section 787.06, F.S.

~Remainder of this page left intentionally blank~

DD. CONTACT INFORMATION FOR GRANTEE AND COMMERCE

Grantee's Agreement Manager:

Insert Name of Grantee's Agreement Manager
Insert Street Address Here
Insert City, State, Zip
Telephone: ###-###-####
Facsimile: ###-###-####
Insert Email Address

Commerce's Agreement Manager:

Paola Muir
Florida Department of Commerce
107 East Madison Street, MSC 160
Tallahassee, FL 32399-4120
Telephone: (850) 717-8471
Facsimile: (850) 717-8522
Email: Paola.Muir@commerce.fl.gov

EE. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email with proof of delivery; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

~Remainder of this page left intentionally blank; Attachments to follow after signature page~

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

FLORIDA DEPARTMENT OF COMMERCE		**INSERT GRANTEE NAME**	
By	_____	**By**	_____
	Signature		Signature
	J. Alex Kelly		**Type in Name**
Title	**Secretary**	**Title**	**Type in Title**
Date	_____	**Date**	_____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

Attachment 1
SCOPE OF WORK

1. **GRANT AUTHORITY.** This Community Planning Technical Assistance grant is provided pursuant to Section (s.) 163.3168, Florida Statutes (F.S.), and Specific Appropriation 2111, Chapter 2025-198 Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.

2. **PROJECT DESCRIPTION:**

3. **GRANTEE'S RESPONSIBILITIES:** Grantee shall timely perform the Deliverables and Tasks described in this section and in Section 5 below, and in doing so, Grantee shall comply with all the terms and conditions of this Agreement. **All deliverables and tasks under this Agreement must be completed on or before the end of the agreement period in Section A. of this Agreement, unless extended by an amendment to this Agreement signed by both parties.**

   A. Deliverable 1. *[Title]*;

   Grantee shall:

   Add this paragraph in all deliverables that include proposed plan amendments:
   COMMERCE REVIEW AND COMMENT ON PROPOSED COMPREHENSIVE PLAN AMENDMENT. No later than 10 business days before the deliverable due date, Grantee shall provide a draft amendment to Commerce's Agreement Manager for review and comment. Commerce will provide comments, if any, no later than 4 business days before the deliverable due date. Grantee shall address any comments provided by Commerce in the final deliverable submitted to Commerce for payment.

   1.

   B. Deliverable 2. *[Title]*

   Grantee shall:

   1.

   C. Deliverable 3. *[Title]*

   Grantee shall:

   1.

4. **COMMERCE RESPONSIBILITIES:** Commerce shall receive and review the Deliverables and, upon Commerce's acceptance of the Deliverables and receipt of Grantee's pertinent invoices in compliance

with the invoice procedures of Section K of this Agreement and of Section 10 of this Scope of Work, Commerce shall process payment to Grantee in accordance with the terms and conditions of this Agreement.

5. DELIVERABLES: The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	**Minimum Level of Service**	**Payment Amount Not to Exceed**	**Financial Consequences**
Deliverable 1. *[Title]*; Grantee shall ___ in accordance with Section 3.A. of this Scope of Work. Deliverable due date: **_____**	Completion of Deliverable 1 as evidenced by submission of all of the following: Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available.	$___	As provided in Section 12 of this Scope of Work, below.
Deliverable 2. *[Title];* Grantee shall ___ in accordance with Section 3.B. of this Scope of Work. Deliverable due date: **_____**	Completion of Deliverable 2 as evidenced by submission of all of the following: Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.	$___	As provided in Section 12 of this Scope of Work, below.
Deliverable 3. *[Title];*	Completion of Deliverable 3 as evidenced by submission of all of the following:	$___	As provided in Section 12 of

Grantee shall ___ in accordance with Section 3.C. of this Scope of Work. Deliverable due date: _____	Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.		this Scope of Work, below.
			Total Amount Not to Exceed $__

[Delete the following note if the scope does not require a plan amendment]

**** Note regarding comprehensive plan amendments:** Providing Commerce a copy of a comprehensive plan amendment as a deliverable under this Agreement DOES NOT satisfy the transmittal requirement in s. 163.3184, F.S. To satisfy both the terms of this Agreement and the statutory transmittal requirement, Grantee must provide a copy of the plan amendment to Commerce's Agreement Manager ***and*** send a copy of the proposed or adopted comprehensive plan transmittal package to Commerce at the following address: Donna Harris, Plan Review and Processing Administrator, Florida Department of Commerce, Bureau of Community Planning and Growth, 107 East Madison Street, MSC 160, Tallahassee, Florida 32399-4120.

6. **SUBCONTRACTS.** In accordance with **Section Y., Assignments and Subcontracts,** of this Agreement and subject to the terms and conditions in sections Y.1. through 7 of this Agreement, this paragraph constitutes Commerce's written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of any executed subcontract(s) or amendment to any existing subcontract(s) shall be provided to Commerce's Agreement Manager when submitting reimbursement request documents for payment. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract. Any subcontracts between the Grantee and a subcontractor for work performed under this Agreement shall identify the hourly rate of pay to be charged by the subcontractor and shall require all invoices from the subcontractor to the Grantee to identify the hourly rate of pay, actual hours worked on the grant project, and any expenses incurred by the subcontractor in performing such work.

7. **DELIVERABLE DUE DATE.** The "deliverable due date" is the date the deliverable must be received by Commerce by 11:59 p.m. on that date. For extensions of deliverable due dates, see Section 15 of this Scope of Work.

8. **BUSINESS DAY; COMPUTATION OF TIME.** For the purpose of this Agreement, a "business day" is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 11:59 p.m. on that day.

9. **COST SHIFTING.** The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes

under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten (10) percent** of each deliverable total funding amount. Changes that exceed **ten (10) percent** of each deliverable total funding amount will require a formal written amendment, as described in **Section D., Renegotiation or Modification**, of this Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

10. INVOICE SUBMITTAL AND PAYMENT.

A. Commerce agrees to reimburse the Grantee for costs under this Agreement in accordance with **Section K, Invoices and Payments**, of this Agreement in the amount(s) identified per deliverable in Section 5 of this Scope of Work, above. The deliverable amount specified does not establish the value of the deliverable. Pursuant to s. 215.971(1), F.S., Grantee will be reimbursed for allowable costs incurred during the Agreement Period by Grantee in carrying out the Project.

B. Subject to the terms and conditions of this Agreement, an itemized invoice and all documentation necessary to support the payment request for each deliverable shall be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). SERA Access Authorization Form will be provided after the execution of this Agreement. Invoices are not required to be submitted through the Ariba Supplier Network described in Section K.2. of this Agreement. **Invoices shall be submitted in the format shown on Attachments 1-A, 1-B, and 1-C hereto, electronic copies of which shall be provided by** Commerce **to the Grantee. Grantee shall use Attachment 1-A if work for the deliverable is completed entirely by a subcontractor, Attachment 1-B if work for the deliverable is completed entirely by Grantee's employee(s), and Attachment 1-C if work for the deliverable is completed both by a subcontractor and by Grantee's employee(s).**

C. Grantee shall provide one (1) itemized invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, the following:

1. Grantee's name and address;
2. Grantee's federal employer identification number;
3. the Agreement number;
4. the Grantee's invoice number;
5. an invoice date;
6. the dates of service;
7. the deliverable number;
8. a description of the deliverable;
9. a statement that the deliverable has been completed; and
10. the amount being requested.

D. Grantee shall submit a **final invoice** no later than ***60*** days after this Agreement ends or is terminated as provided in Section K.5. of this Agreement.

E. Documentation that must accompany each itemized invoice: The following documents shall be submitted with the itemized invoice:

1. **For Work Performed by a Subcontractor:**
    a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work;
    b. Copies of paid invoices submitted to Grantee by the Subcontractor that show the hourly rate of pay charged for the work performed, the actual hours expended on the work performed, and any expenses incurred by the subcontractor in performing said work; and
    c. Proof of payment of invoices submitted to Grantee by the Subcontractor for work performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).

2. **For Work Performed by Grantee's Employees:**
    a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work.
    b. Identification of Grantee's employees who performed work under this Agreement and, for each such employee:
        i. The percentage of the employee's time devoted to work under this Agreement or the number of total hours each employee devoted to work under this Agreement.
        ii. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay. If the employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable.
    c. Invoices or receipts for other direct costs.
    d. Usage log for in-house charges (e.g., postage, copies, etc.) that shows the number of units times the rate charged. The rate must be reasonable.

F. Payment shall be provided to Grantee in accordance with **Section K., Invoices and Payments**, of this Agreement.

G. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

1. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or

2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

11. SUBMITTAL, REVIEW AND ACCEPTANCE OF DELIVERABLES; NOTICE; OPPORTUNITY TO CURE. Grantee shall submit all deliverables to the Commerce CPTA Deliverables email at CPTADeliverables@commerce.fl.gov and Commerce's Agreement Manager or upload the deliverable documents into Commerce's SERA system for review. Commerce will review all work submitted for payment under the deliverables and will determine in Commerce's sole and absolute discretion whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. Within 15 business days after receipt of a deliverable, Commerce shall provide written notice to Grantee by electronic mail of Commerce's determination that the deliverable is sufficient and is accepted or that the deliverable is not sufficient to satisfy the requirements in the Scope of Work and how the Grantee can address the insufficiency. If Commerce determines that a deliverable is not sufficient under this Agreement, Grantee shall have 10 business days from the date of receipt of notice from Commerce to correct the insufficiency, and during this 10-business day period, the financial consequences specified in Section 12 of this Scope of Work will not be assessed. Commerce may extend this timeframe in writing (which may be by electronic mail) if Grantee is actively working with Commerce to resolve the insufficiency; provided, however, that any extension of time under this section will not extend the Agreement Period in Section A. of this Agreement and provided further that, notwithstanding the timeframes in this section, all deliverables and tasks must be completed on or before the end of the Agreement Period in Section A of this Agreement. An extension of time under this section does not require an amendment to this Agreement. Payment for a deliverable shall not be due until Commerce notifies the Grantee's Agreement Manager in writing that the deliverable or corrected deliverable is sufficient under the Scope of Work and is accepted by Commerce.

12. FINANCIAL CONSEQUENCES.

A. Financial consequences of $50 a business day up to a maximum amount of $500 shall be imposed in each of the following circumstances:

1. Grantee submits a deliverable to Commerce more than ten (10) business days after the deliverable due date. Financial consequences begin to accrue on the eleventh business day following the deliverable due date and continue until the deliverable is received by Commerce or the maximum amount of financial consequence accrues, whichever occurs first.

2. Grantee is given a notice of insufficiency and fails to submit to Commerce a corrected deliverable within the timeframe provided in Section 11 of this Scope of Work. Financial consequences begin to accrue on the business day following the deadline under Section 11 of this Scope of Work and continue until the corrected deliverable is received by Commerce or the maximum financial consequence accrues, whichever occurs first.

B. Imposition of the above-described financial consequences shall in no manner affect Commerce's right to impose or implement other provisions in this Agreement including the right to terminate this Agreement.

13. PRELIMINARY DRAFT DELIVERABLES; COMMERCE REVIEW AND COMMENT. Preliminary draft deliverables of proposed or adopted comprehensive plan amendments are required to be provided to Commerce for comment prior to the deliverable due date as provided in Section 3. of this Scope of Work. Unless other preliminary draft deliverables are required to be submitted to Commerce under Section 3 of this Scope of Work, above, Grantee is encouraged, but not required, to submit preliminary

drafts of all substantive written deliverables (e.g., master plans, studies, reports) to Commerce for review and comment no later than ten (10) business days before the deliverable due date. If Commerce provides comments, Grantee is urged to address them in the deliverable submitted to Commerce for payment. If submission of a preliminary draft deliverable for Commerce review and comment is required under Section 3 or Section 5 of this Scope of Work, above, Commerce shall provide comments to the Grantee no later than four business days before the deliverable due date and the deliverable must address Commerce's comments.

14. **LIMITED COMPLIANCE REVIEW; NO DUPLICATION OF WRITTEN MATERIAL.** Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be "in compliance" as defined in s. 163.3184(1)(b), F.S., and will be evaluated for compliance as part of Commerce's review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of Work. Commerce's compliance determination will be a limited determination without input from the reviewing agencies identified in s. 163.3184(1)(c), F.S. A limited compliance determination for the purpose of this Agreement is not binding on Commerce in a subsequent review under section 163.3184, F.S. Further, a limited compliance determination under this Agreement does not preclude review and comment by reviewing agencies and does not preclude a challenge to the adopted plan amendment by Commerce based on comments by Commerce or other reviewing agencies. Documents submitted to Commerce for payment under this Agreement may not copy or duplicate reports or other written material prepared prior to the Agreement Period in **Section A., Agreement Period**, of this Agreement or prepared by or on behalf of someone other than the Grantee for a purpose other than the specific grant project identified in this Scope of Work. At the option of the Grantee, copies of such relevant documents may be appended to documents submitted to Commerce for payment.

15. **EXTENSIONS OF TIME OF DELIVERABLE DUE DATES.** Notwithstanding **Section D., Renegotiation or Modification**, of this Agreement, Commerce's Agreement Manager, in Commerce's sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be requested by Grantee's Agreement Manager (not Grantee's consultant or subcontractor) in accordance with the following:

    A. Requests for extension of one or more deliverable due dates shall be submitted by Grantee's Agreement Manager in writing (which may be by electronic mail) to Commerce's Agreement Manager **no later than one (1) business day before the deliverable due date** (or the earliest of multiple due dates for which the extension is requested);

    B. A request for an extension of time received by Commerce's Agreement Manager on or after the deliverable due date to which the extension applies will not be granted;

    C. If requested by Commerce's Agreement Manager, Grantee's Agreement Manager must explain the reason for the requested extension; and

    D. Commerce's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

This authority and procedure do not apply to an extension of the Agreement Period defined in **Section A., Agreement Period**, of this Agreement.

16. **ADVERTISING AND INFORMATION RELEASE.** Notwithstanding **Section J., Advertising and Sponsorship Disclosure**, and **Section F., Records and Information Release**, of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Community Planning Technical Assistance Grant from Commerce for the work described in this Scope of Work.

17. **NOTIFICATION OF INSTANCES OF FRAUD.** Instances of Grantee's operational fraud or criminal activities shall be reported to Commerce's Agreement Manager in writing within twenty-four (24) chronological hours.

18. **GRANTEE'S RESPONSIBILITIES UPON TERMINATION.** If Commerce issues a Notice of Termination to Grantee, except as otherwise specified by Commerce in that notice, the Grantee shall:

    A. Stop work under this Agreement on the date and to the extent specified in the notice;

    B. Complete performance of such part of the work as shall not have been terminated by Commerce;

    C. Take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and

    D. Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the Commerce all property and materials belonging to Commerce. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

19. **CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT.** In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

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Attachment 1-A – Invoice: Grantee's Subcontractor(s) (Contractual Services)

INVOICE

GRANTEE'S NAME: _____ **INVOICE NO.: _____**
FEIN: _____ **INVOICE DATE: _____**

Agreement No.: _____

TO:
Florida Department of Commerce
Division of Community Development
Attn.: Paola Muir
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____ **Deliverable _____ Completed:** [copy description of the deliverable from Scope of Work, Section 3] <u>Category expenditures:</u> Contractual Services	$__
TOTAL	**$___**

Attachment 1-B – Invoice: Grantee's Employee(s)

INVOICE

GRANTEE'S NAME: _____ **INVOICE NO.: _____**
FEIN: _____ **INVOICE DATE: _____**

Agreement No.: _____

TO:
Florida Department of Commerce
Division of Community Development
Attn.: Paola Muir
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____ **Deliverable _____ Completed:** [copy description of the deliverable from Scope of Work, Section 3] <u>Category expenditures:</u> Salaries Fringe Benefits Travel Postage [other direct costs: identify them]	 $__ $__ $__ $__ $__
TOTAL	**$___**

Attachment 1-C – Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)

INVOICE

GRANTEE'S NAME: _____ **INVOICE NO.: _____**
FEIN: _____ **INVOICE DATE: _____**

Agreement No.: _____

TO:
Florida Department of Commerce
Division of Community Development
Attn.: Paola Muir
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____ **Deliverable _____ Completed:** [copy description of the deliverable from Scope of Work, Section 3] <u>Category expenditures:</u> Contractual Services Salaries Fringe Benefits Travel Postage [other direct costs: identify them]	 $__ $__ $__ $__ $__ $__
TOTAL	**$___**

Attachment 1-D – Grant Agreement Final Closeout Form

Ron DeSantis
GOVERNOR

GRANT AGREEMENT FINAL CLOSEOUT FORM

J. Alex Kelly
SECRETARY

FLAIR Contract ID:	_____		
Recipient Name:	_____	**Contract Amount**	_____
Vendor ID:	_____	**Deobligated Funds**	_____
Contract End Date:	_____	**Final Contract Amount**	_____

Section A: Financial Reconciliation

1. Total Recipient Funds Received from Commerce	_____
2. Total Recipient Expenditures	_____
3. Balance of Unexpended Program Income (from Section B)	_____
4. If negative, this amount must be refunded to the Department. If positive, this amount is to be remitted to the Recipient.	_____

Section B: Statement of Recipient Income

- There was no recipient income earned under this contract.
- The following recipient income was earned under this contract.

Description of Recipient Income

Source	Amount	Expended	Balance
Total Program Income	**$0.00**	**$0.00**	**$0.00**

Section C: Property Inventory Certification

- No tangible property was purchased in the contract period.
- All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of $1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to the Department of Commerce if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of the Department.

Description of Property Inventory

Description and Serial Number	Quantity	Acquisitions		Condition	Location
		Cost	Date		

Section D: Recipient Certification

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

Name: _____	**Signature:** _____
Title: _____	**Date Signed:** _____

Section E: COMMERCE Internal Review and Approval

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

Name: _____	**Signature:** _____

Attachment 1-E – Subrecipient Enterprise Resource Application (SERA) Form

Attachment 1-E will be provided after execution of this Agreement

Attachment 2
AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with s. 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state

financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of s. 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of s. 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

INSERT ADDITIONAL AUDIT REQUIREMENTS, IF APPLICABLE, OTHERWISE TYPE "N/A": N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

a. Commerce at each of the following addresses:

Electronic copies (preferred):
Audit@commerce.fl.gov

or

Paper (hard copy):
Florida Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

b. The Auditor General's Office at the following address: Auditor General

Local Government Audits/342 Claude Pepper Building, Room 401 111 West Madison Street Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred): Audit@commerce.fl.gov	or	Paper (hard copy): Florida Department of Commerce MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: **FLORIDA DEPARTMENT OF COMMERCE – CSFA 40.024 – GROWTH MANAGEMENT IMPLEMENTATION - $ _____**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

- ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.

NOTE: Title 2 C.F.R. § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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ATTACHMENT 3
Audit Compliance Certification

Grantee Name: _____

FEIN: _____ Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Florida Department of Commerce (Commerce)? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to item 2:

   Did Grantee expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Grantee expend $1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

_____ _____
Signature of Authorized Representative Date

_____ _____
Printed Name of Authorized Representative Title of Authorized Representative