

AMENDED AGENDA

TOWN OF LOXAHATCHEE GROVES

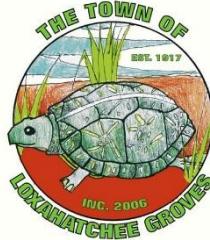
TOWN HALL COUNCIL CHAMBERS

155 F. ROAD, LOXAHATCHEE GROVES, FL 33470

TOWN COUNCIL REGULAR MEETING

AGENDA

APRIL 07, 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.

Assistant Town Manager/Town Clerk, Valerie Oakes

Community Standards Director, Caryn Gardner-Young

Acting Public Works Director, Craig Lower

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

OLD BUSINESS

NEW BUSINESS

1. Acceptance and Certification of the March 10, 2026, Election Results for the Town of Loxahatchee Groves
2. Acknowledgement of Service and Recognition of the Outgoing Town Councilmembers Marge Herzog and Todd McLendon
3. Administration of Oath of Office – Seat No. 1 and Seating of Councilmember-Elect Joe Stephens
4. Administration of Oath of Office – Seat No. 5 and Seating of Councilmember-Elect Manish Sood
5. Consideration of Approval on **Resolution No. 2026-16**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, PALM BEACH COUNTY, FLORIDA, ELECTING A MAYOR FOR THE ENSUING YEAR 2026-2027 AND PROVIDING AN EFFECTIVE DATE.
6. Consideration of Approval on **Resolution No.2026-17**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, PALM BEACH COUNTY, FLORIDA, ELECTING A VICE MAYOR FOR THE ENSUING YEAR 2026-2027 AND PROVIDING AN EFFECTIVE DATE.
7. Consideration of Approval on **Resolution No. 2026-19**: 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 PALM BEACH COUNTY LEAGUE OF CITIES VOTING DELEGATE; AND PROVIDING FOR AN EFFECTIVE DATE.

BRIEF RECESS: Refreshments will be served.

RECONVENE TOWN COUNCIL MEETING

PRESENTATION

8. Presentation on Legislative Update: State Session Status and Town Priorities
9. Presentation and Update on Okeechobee Blvd. Properties Evaluation by Ramsey Bulkeley, Town Consultant
10. Presentation on Public Works and Capital Projects Update by Acting Public Works Director Craig Lower

CONSENT AGENDA

11. Approval of the Minutes
12. Consideration of Approval on **Resolution No. 2026-18**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A SCHEDULE FOR THE REGULAR AND WORKSHOP TOWN COUNCIL MEETING DATES FOR APRIL 2026 TO MAY 2027; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.
13. Consideration of Approval of **Resolution No. 2026-20**: 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.
14. Consideration of Approval on **Resolution No. 2026-21**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, TO AMEND FIRST AND SECOND PENALTIES FOR CITATIONS IN THE SCHEDULE OF VIOLATIONS AND ASSOCIATED PENALTIES FOR CIVIL CITATIONS for RESOLUTION 2025-42 DUE TO A SCRIVENER'S ERROR; 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.
15. Consideration of Approval on **Resolution No. 2026-22**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN AGREEMENT WITH B. DOUGLAS MACGIBBON, P.A. FOR SPECIAL MAGISTRATE SERVICES AND PROVIDING CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.
16. Consideration of Approval on **Resolution No. 2026-23**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING REMOVAL OF SPECIMEN TREES; PROVIDING AN EFFECTIVE DATE.

17. Consideration of Approval on **Resolution No. 2026-24**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A PIGGYBACK AGREEMENT UNDER THE TOWN OF MELBOURNE BEACH CONTRACT WITH C.A.P. GOVERNMENT, INC. FOR BUILDING INSPECTION SERVICES; AUTHORIZING EXECUTION OF THE AGREEMENT, 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.
18. Consideration of Approval on **Resolution No. 2026-25**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES TO MAKE ITS OPPOSITION KNOWN TO THE PALM BEACH COUNTY COMMISSION FOR “PROJECT TANGO” OR ANY HYPERSCALE AI DATA CENTER TO LOCATE IN PALM BEACH COUNTY WITHIN 5 MILES OF ANY SCHOOL OR RESIDENTIAL AREA. THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES BELIEVES THAT PROPER STUDIES MUST BE CONDUCTED AS TO THE DETRIMENT, COST AND AMOUNT OF POWER, WATER, NOISE AND OTHER NUISANCES LIKELY TO BE EXPERIENCED; AND PROVIDING FOR AN EFFECTIVE DATE.
19. Consideration of Approval on **Resolution No. 2026-26**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, TO AMEND THE FEE SCHEDULE FOR RESOLUTION 2025-75 TO WAIVE THE SPECIAL EVENT FEES FOR NON-PROFIT ORGANIZATIONS; 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.
20. Budget Amendment Request – 20th Anniversary Celebration and Veterans Day Event (November 2026)

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

DISTRICT'S REGULAR AGENDA

21. Consideration of Approval on **Resolution No. 2026-DD01**: A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ELECTING THE DISTRICT PRESIDENT AND PROVIDING THAT THE PRESIDENT SHALL SERVE AS CHAIR AT MEETINGS OF THE BOARD OF SUPERVISORS: ELECTING THE DISTRICT SECRETARY AND PROVIDING BOND AMOUNT; PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.
22. Consideration of Approval on **Resolution No. 2026-DD02**: A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES,

FLORIDA, APPOINTING THE DISTRICT TREASURER AND PROVIDING BOND AMOUNT AND COMPENSATION; DESIGNATION THE TOWN MANAGER AS FISCAL AGENT FOR THE DISTRICT AND PROVIDING FOR COMPENSATION; PROVIDING FOR AN EFFECTIVE DATE.

23. Consideration of Approval on ***Resolution No. 2026-DD03***: A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, DESIGNATING CRAIG LOWER, AS THE ENGINEER FOR THE DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
24. Consideration of Approval on ***Resolution No. 2026-DD04***: A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ESTABLISHING A SCHEDULE OF ITS REGULAR MEETINGS FOR FISCAL YEAR 2026-2027 AND PROVIDING AN EFFECTIVE DATE.

RECONVENE TOWN COUNCIL MEETING

REGULAR MEETING

DISCUSSION

25. Discussion on Recreational Vehicle Program
26. Discussion on Code Enforcement Lien Foreclosures
27. Discussion on Consideration of Offer from Sheltering Palms Foundation Request for Release of a Conservation Easement on their Property

ADMINISTRATIVE - RECEIVE AND FILE

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

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

TOWN STAFF COMMENTS

Town Manager Francine L. Ramaglia

Town Attorney Jeffrey S. Kurtz, Esq.

Assistant Town Manager/Town Clerk Valerie Oakes

Community Standards Director Caryn Gardner-Young

Acting Public Works Director Craig Lower

TOWN COUNCILMEMBER COMMENTS

Councilmember (Seat 1)

Councilmember (Seat 2)

Councilmember (Seat 3)

Councilmember (Seat 4)

Councilmember (Seat 5)

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.

- Robert Sullivan – 191
Result: Winner: **Joe Stephens**

Seat #5

- Todd McLendon – 151
- Manish Sood – 322
Result: Winner: **Manish Sood**

(Attach detailed results report as Exhibit A provided by the Palm Beach County Supervisor of Elections.)

Conclusion

The successful administration of the Municipal Election reflects the Town’s continued commitment to transparency, integrity, and civic engagement. Staff appreciates the Council’s support throughout the election process.

Fiscal Impact:

N/A

Recommendation/Motion:

Town Council moves to accept the Official Results of the March 10, 2026, Loxahatchee Groves Municipal Election.

Summary Results Report
 Official Municipal Election
 March 10, 2026

Statistics

TOTAL Election Day Vote By Mail

| | | | |
|----------------------------------|--------|-----|-----|
| Election Day Precincts Reporting | 1 of 1 | 1 | 0 |
| Registered Voters - Total | 1,921 | | |
| Ballots Cast - Total | 476 | 374 | 102 |
| Ballots Cast - Blank | 0 | 0 | 0 |
| Voter Turnout - Total | 24.78% | | |

Town Council - Seat One (1) - Loxahatchee Groves

| Vote For 1 | TOTAL | VOTE % | Election Day Vote By Mail | |
|-----------------|-------|--------|---------------------------|----|
| Steven Hoffman | 64 | 13.70% | 50 | 14 |
| Joe Stephens | 212 | 45.40% | 158 | 54 |
| Robert Sullivan | 191 | 40.90% | 157 | 34 |
| Overvotes | 0 | | 0 | 0 |
| Undervotes | 9 | | 9 | 0 |

Town Council - Seat Five (5) - Loxahatchee Groves

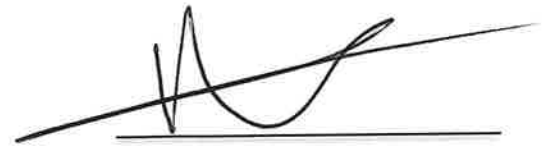
| Vote For 1 | TOTAL | VOTE % | Election Day Vote By Mail | |
|---------------|-------|--------|---------------------------|----|
| Todd McLendon | 151 | 31.92% | 118 | 33 |
| Manish Sood | 322 | 68.08% | 254 | 68 |
| Overvotes | 0 | | 0 | 0 |
| Undervotes | 3 | | 2 | 1 |

Town of Loxahatchee Groves Question No.1

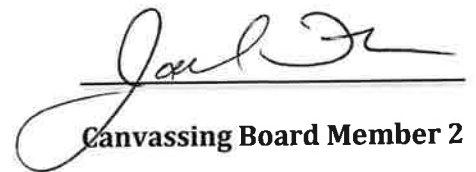
| Vote For 1 | TOTAL | VOTE % | Election Day Vote By Mail | |
|------------|-------|--------|---------------------------|----|
| Yes | 282 | 60.52% | 217 | 65 |
| No | 184 | 39.48% | 148 | 36 |
| Overvotes | 0 | | 0 | 0 |
| Undervotes | 10 | | 9 | 1 |

Town of Loxahatchee Groves Question No.2

| Vote For 1 | TOTAL | VOTE % | Election Day Vote By Mail | |
|------------|-------|--------|---------------------------|----|
| Yes | 199 | 43.07% | 167 | 32 |
| No | 263 | 56.93% | 197 | 66 |
| Overvotes | 0 | | 0 | 0 |
| Undervotes | 14 | | 10 | 4 |



Canvassing Board Member 1



Canvassing Board Member 2



Canvassing Board Member 3



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council, Town of Loxahatchee Groves
FROM: Francine L. Ramaglia, Town Manager
DATE: April 7, 2026
SUBJECT: Approval on Resolution No. 2026-16 – Appointment of the Mayor

Background:

In accordance with the Charter of the Town of Loxahatchee Groves, the Town Council elects a Mayor from among its members to serve a one-year term. No council member may serve more than two consecutive appointments as Mayor. As a result, Mayor Kane is not eligible to be selected as Mayor.

As stated in section 2 of the Town Charter:

- In addition to carrying out the regular duties of a council member, the mayor shall preside at the meetings of the council and shall be recognized as the head of town government for service of process, ceremonial matters, and the signature or execution of ordinances, contracts, deeds, bonds, and other instruments and documents and for purposes of military law.
- The mayor shall also serve as the ceremonial head of the town and the town official designated to represent the town when dealing with other entities.
- The mayor shall have no administrative duties other than those necessary to accomplish these actions, or such other actions as may be authorized by the town council, consistent with general or special law.

Recommendation:

Approve *Resolution No. 2026-16* is presented for consideration and adoption by the Town Council to elect a new Mayor for the next year. The resolution will:

- Elect a Mayor from among the Councilmembers to serve a one-year term, effective immediately.

**TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2026-16**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, PALM BEACH COUNTY, FLORIDA, ELECTING A MAYOR FOR THE ENSUING YEAR 2026-2027 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter of the Town of Loxahatchee Groves requires the Council to elect from among its members a Mayor, who shall serve for a period of one year; and

WHEREAS, all candidates have been certified as elected effective _____; and

WHEREAS, newly elected officials have taken the Oath of Office.

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

Section 1. _____ is hereby elected Mayor of the Town of Loxahatchee Groves, Florida; and shall forthwith enter upon and assume the duties of said office for the ensuing year.

Section 2. This Resolution shall become effective immediately upon adoption.

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

[THIS PORTION INTENTIONALLY LEFT BLANK.]

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF ____ 2026.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Town Clerk

Voted:
Councilmember William "Joe" Stephens, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Voted:
Councilmember Anita Kane, Seat 3

Voted:
Councilmember Paul Coleman II, Seat 4

Voted:
Councilmember Manish Sood, Seat 5



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council, Town of Loxahatchee Groves
FROM: Francine L. Ramaglia, Town Manager
DATE: April 7, 2026
SUBJECT: Approval on Resolution No. 2026-17 – Appointment of the Vice Mayor

Background:

In accordance with the Charter of the Town of Loxahatchee Groves, the Town Council elects a Vice Mayor from among its members to serve a one-year term. All councilmembers are eligible to be selected as Vice Mayor for the upcoming year. The vice mayor shall serve as acting mayor during the absence or disability of the mayor.

Recommendation:

Motion to approve *Resolution No. 2026-17* is presented for consideration and adoption by the Town Council to elect a new Vice Mayor for the next year. The resolution will:

- Elect a Vice Mayor from among the Councilmembers to serve a one-year term, effective immediately.

**TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2026-17**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, PALM BEACH COUNTY, FLORIDA, ELECTING A VICE MAYOR FOR THE ENSUING YEAR 2026-2027 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter of the Town of Loxahatchee Groves requires the Council to elect from among its members a Vice Mayor, who shall serve for a period of one year; and

WHEREAS, all candidates have been certified as elected effective _____; and

WHEREAS, newly elected officials have taken the Oath of Office.

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

Section 1: _____ is hereby elected Vice Mayor of the Town of Loxahatchee Groves, Florida; and shall forthwith enter upon and assume the duties of said office for the ensuing year.

Section 2: This Resolution shall become effective immediately upon adoption.

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

[THIS PORTION INTENTIONALLY LEFT BLANK.]

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ___ DAY OF _____ 2026.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Town Clerk

Voted:
Councilmember William "Joe" Stephens , Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

APPROVED AS TO LEGAL FORM:

Voted:
Councilmember Anita Kane, Seat 3

Office of the Town Attorney

Voted:
Councilmember Paul Coleman II, Seat 4

Voted:
Councilmember Manish Sood, Seat 5



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council, Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: April 7, 2026

SUBJECT: Approval on Resolution No. 2026-19 – Palm Beach County League of Cities Voting Delegate Nomination

Background:

Each year, the Palm Beach League of Cities voting delegate form must be updated to ensure the Town of Loxahatchee Groves has representation in Palm Beach League of Cities general membership meetings, special meetings, and/or function of the general membership.

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

Recommendation:

Staff recommends that the Town Council adopt **Resolution No. 2026-19**, thereby nominating and supporting the selected Councilmember to serve as the Town's voting delegate at the Palm Beach League of Cities.

**TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2026-19**

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 PALM BEACH COUNTY LEAGUE OF CITIES VOTING DELEGATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Palm Beach County League of Cities has solicited nominations for the Town’s Palm Beach County League of Cities voting delegate; and

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

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

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby nominates and supports _____ to be the Town’s voting delegate for the Palm Beach County League of Cities.

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

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

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

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ___ DAY OF _____, 2026.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:

Councilmember William "Joe" Stephens Seat 1

APPROVED AS TO LEGAL FORM:

Voted:

Councilmember Lisa El-Ramey Seat 2

Office of the Town Attorney

Voted:

Councilmember Anita Kane, Seat 3

Voted:

Councilmember Paul Coleman II, Seat 4

Voted:

Councilmember Manish Sood, Seat 5



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

TO: Mayor and Councilmembers of the Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: April 7, 2026

SUBJECT: Presentation on Legislative Update: State Session Status and Town Priorities

Legal Sufficiency: Reviewed

Not Reviewed

Approved

Not Approved

BACKGROUND

Ron Book's Office will provide an update on legislative matters.

RECOMMENDATION

None.



155 F Road Loxahatchee Groves, FL 33470

Agenda Item #

TO: Town Council

FROM: Craig Lower, Acting Public Works Director

VIA: Francine Ramaglia, Town Manager

DATE: April 1, 2026

SUBJECT: Presentation on Public Works and Capital Projects Update by Acting Public Works Director Craig Lower

The Public Works Department would like to provide the following update regarding the ongoing Fiscal Year 2025 (FY25) Paving Project and associated drainage improvements.

Staff has made significant progress on the canal bank restoration and is currently approximately 75% complete along the project corridor from the Collecting Canal to Okeechobee Boulevard. In addition, staff has cleared approximately 800 cubic yards of tree debris as part of ongoing site preparation and maintenance efforts associated with the paving project.

Huurr Homes has mobilized and begun work on the swale construction to support drainage improvements for the FY25 Paving Project. The contractor is also initiating the delivery of catch basins to A Road, which will be utilized to enhance stormwater management along the corridor.

Furthermore, Huurr Homes has commenced hauling clean fill material to the F Road and Collecting Canal culvert project site, supporting ongoing and upcoming construction activities related to drainage infrastructure.

Staff will continue to monitor progress and coordinate with the contractor to ensure the project remains on schedule and within scope. Additional updates will be provided as the project advances.

Please feel free to contact our department should you have any questions or require further information.



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL REGULAR MEETING
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, January 6, 2026**

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, Community Standards Director Caryn Gardner – Young, Public Works Superintendent Craig Lower, and Town Clerk Valerie Oakes.

ADDITIONS, DELETIONS, AND MODIFICATIONS

Town Manager Ramaglia added a presentation by Ramsey Bulkeley. Councilmember El-Ramey asked that the administrative transmittal be moved to the discussion section.

MOTION: COUNCILMEMBER MCLENDON/ COLEMAN MOVED TO APPROVE THE AGENDA AS AMMENDED. MOTION PASSED (5-0).

PRESENTATIONS

1. Pre- Legislative Session Updates

Rana Brown from Ronald L. Book, P.A presented Item No.1 along with Sam Peltier from Pittman Law Group.

Ms. Brown gave updates regarding two projects funding requests that Ronald L. Book, P.A submitted on the Town’s behalf. The requests are being sponsored by the Town’s representatives.

Other topics discussed within the legislative package were property taxes, the Renaissance Bill, and Senate Bill 180. The legislative package will be used by Ronald L. Book, P.A to direct themselves while representing the Town during Tallahassee meetings.

Councilmember El-Ramey asked about the Town obtaining a rural designation. Ms. Brown responded that the Town is not eligible as it does not meet the requirements for a rural designation.

**MOTION: COUNCILMEMBER COLEMAN/ COUNCILMEMBER MCLENDON
MOVED TO APPROVE THE LEGISLATIVE AGENDA AS WRITTEN.
MOTION PASSED (5-0).**

1A. Introduction of Ramsey Bulkeley

Town Manager Ramaglia introduced Mr. Bulkeley with his prominent experience in building and planning. He was hired to help with more vigorous code enforcement tasks and bring properties into compliance.

Item No.19 was discussed in tandem as Council expressed their concerns over Okeechobee Boulevard residences and the code enforcement problems on the road.

CONSENT AGENDA

Councilmember El-Ramey asked for Item No.2 to be pulled.

**MOTION: COUNCILMEMBER COLEMAN/ COUNCILMEMBER MCLENDON
MOVED TO APPROVE THE CONSENT AGENDA AS AMENDED.
MOTION PASSED (5-0).**

2. Approval of the Minutes

Councilmember El-Ramey requested that previous councilmembers that are listed in the minutes be notified of the minutes creation and that they confirm the accuracy.

MOTION: COUNCILMEMBER EL-RAMEY/ MCLENDON MOVED TO APPROVE ITEM NO.2 WITH THE CAVEAT THAT PREVIOUS COUNCILMEMBERS ARE CONTACTED REGARDING THE ACCURACY OF THE JUNE 18 AND AUGUST 20, 2024, MEETINGS. MOTION PASSED (5-0).

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.

APPROVED ON CONSENT.

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.

APPROVED ON CONSENT.

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

APPROVED ON CONSENT.

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*.**

Town Council discussed possible notification methods for informing Town residents about the possible road change. Recent road name changes in other municipalities were introduced as they could be examples of how to properly go about the name change.

Public Comment from Mary McNicholas and Marianne Miles.

MOTION: COUNCILMEMBER MCLENDON/ COUNCILMEMBER COLEMAN MOVED TO APPROVE RESOLUTION NO. 2026-01 WITH A 90 DAY WINDOW WHEN IT BECOMES EFFECTIVE AND A 30 DAY NOTIFICATION TO LANDOWNERS ON OKEECHOBEE BOULEVARD. MOTION PASSED (3-2) WITH MAYOR KANE AND COUNCILMEMBER EL-RAMEY DISSENTING.

7. Report on Items for the Planning and Zoning Board

Item No.7, No.8, and No.20 was discussed together. Community Standards Director Caryn Gardner-Young presented items. Possible items for both boards were discussed.

Possible items included Equestrian Estates, permitted uses in AR zoning, nuisance abatement, sign code, and definition revisions. The Council expressed their concern with certain town processes with code enforcement and planning that they would like committees to review.

8. Report on Items for the ULDC

Item No.7 and No.8 were discussed in tandem.

Public comment received from Virginia Standish.

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

Town Manager Ramaglia stated that there was a quorum for the meeting. Possible meeting topics were discussed.

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

Potential budget cuts were discussed between Town Council and staff such as reducing labor and reducing projects.

Councilmember El-Ramey suggested bringing the proposed budget reduction to the Finance Advisory and Audit Committee. The first quarter financials will be discussed by the committee.

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

Updates regarding items on the upcoming agenda were discussed.

REGULAR AGENDA

There were no regular agenda items for this meeting.

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 ADMINISTRATIVE REVIEW AND APPROVAL OF PLATS IN ACCORDANCE WITH SECTION 177.071 FLORIDA STATUTES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Town Clerk Oakes read Ordinance No.2025-21 into the record. It was noted that Council would like to be aware during all plat review processes and offer input on an optional basis. Staff agreed to the procedure.

Public comment received from Virginia Standish.

MOTION: COUNCILMEMBER EL-RAMEY / COUNCILMEMBER MCLENDON MOVED TO APPROVE ORDINANCE NO. 2025-21 ON SECOND READING. MOTION PASSED (5-0).

DISCUSSION

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

Town Attorney Kurtz presented a draft of the mutual release and termination agreement. Questions regarding the quality of law enforcement with a change in contract were addressed.

Councilmember McLendon suggested removing two “Whereas” clauses from the agreement regarding the Town’s budgetary constraints and PBSO’s unwillingness to modify the terms.

MOTION: COUNCILMEMBER MCLENDON/ VICE MAYOR HERZOG MOVED TO APPROVE THE MUTUAL RELEASE AND TERMINATION AGREEMENT WITH “WHEREAS” MODIFICATIONS/ DELETIONS. MOTION FAILED (2-3) WITH MAYOR KANE, COUNCILMEMBER EL-RAMEY, AND COUNCILMEMBER COLEMAN DISSENTING.

Public comment received from Marianne Miles and Joe Leilonik.

MOTION: COUNCILMEMBER COLEMAN/ COUNCILMEMBER EL-RAMEY MOVED TO TABLE ITEM NO.13 TO THE NEXT WORKSHOP MEETING. MOTION PASSED (5-0).

14. Discussion of Solid Waste and Recycling Collection Services Contract

The Senior Vice President of Business Development at Coastal Waste & Recycling, John Casagrande, joined the discussion to answer any applicable questions to the matter.

Public comment received from Mary McNicholas.

15. Discussion of Request from Sheltering Palms Foundation to Release Conservation Easement

Town Attorney Kurtz and Community Standards Director Gardner-Young presented Item No.15.

Public Comment received from Cassie Suchy.

ADMINISTRATIVE TRANSMITTAL- RECEIVE AND FILE

Items under the administrative transmittal were moved to the discussion section.

16. Update on Conservation Easements

Item No.16 was discussed in tandem with Item No. 15.

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

Public comment received from Cassie Suchy.

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

Public Works Superintendent Lower answered questions regarding Item No.17.

18. Update on the RV Program

Town Council requested Community Standards Director Caryn Gardner-Young to create a simpler, lower cost, and easy to comply RV program proposal.

19. Update on Town Actions regarding Okeechobee Blvd properties

Item No.19 was discussed in tandem with Item No. 1A.

20. Consideration of SB 180 on Potential ULDC Updates

Item No.20 was discussed with Item No.7 and Item No.8.

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

Clarification was provided regarding the involvement of Treasure Coast Regional Planning in regard to the Southern Boulevard corridor study. It was stated that TCRP will be involved in the study but that the ultimate guiding forces are the Town Council. Town Manager Ramaglia also provided an update on livestock waste within the Town.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There were no comments received from the public on non-agenda items during this meeting.

TOWN STAFF COMMENTS

Town Manager Francine L. Ramaglia provided the cash disbursement report to the Council. She has asked for an expanded report which provides more detail. In regard to contracts staff is actively working to remove inactive contracts from contracts list. In order to provide a clean and updated contract list to the Council.

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

Town Clerk Valerie Oakes announced that the first e-newsletter for the Town would be going out within the Month and provided Council with a proposed timeline and list of topics.

Community Standards Director Caryn Gardner Young thanked Council for attending the Holiday event.

Public Works Superintendent Craig Lower discussed the recent invitation to bid where 16 contractors appeared. The paving project is moving forward where there will be a paving at 22 feet wide on A Road and 20 feet wide on Collecting Canal. Council will be provided with a schedule of values for the project from the different contractors.

TOWN COUNCIL COMMENTS

Councilmember Todd McLendon discussed the upcoming trip to Tallahassee for Palm Beach County Day. Thanked staff for the work they have been doing and the great teamwork the staff has had.

Councilmember Lisa El-Ramey confirmed that any updates given throughout the meeting will be uploaded on the website. A question regarding hourly employees at Town meetings was asked, Town Clerk Oakes clarified that Town Clerk Assistants are the ones that stay after.

Councilmember Paul Coleman provided comments about the longevity of the Councils actions and the importance of establishing policy in order to think about the broader picture of the Town.

Vice Mayor Herzog commended staff with their work on the gratitude baskets. That she received good feedback from the Town and believes it should be a continued project. Discussion regarding inspections and evaluations of conservation easements was had.

Mayor Anita Kane provided ideas and budget for the 20th anniversary of the Town.

ADJOURNMENT

Meeting was adjourned with a motion from Councilmember Coleman and second by Councilmember McLendon at 10:57 P.M.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Town Clerk

Mayor Anita Kane, Seat 3

Vice Mayor Margaret Herzog, Seat 5

Councilmember Todd McLendon, Seat 1

Councilmember Lisa El-Ramey, Seat 2

Councilmember Paul Coleman II, Seat 4



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL REGULAR MEETING
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, February 03, 2026**

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, Community Standards Director Caryn Gardner – Young, Public Works Superintendent Craig Lower, and Assistant to the Town Clerk Gabriella Croasdaile.

ADDITIONS, DELETIONS, AND MODIFICATIONS

Councilmember McLendon asked to pull Items No.9 and Items No.10 from the agenda.

**MOTION: COUNCILMEMBER COLEMAN/ COUNCILMEMBER MCLENDON
MOVED TO APPROVE THE AGENDA WITH THE DELETION OF ITEMS
NO.9 AND NO.10. MOTION PASSES (4-0).**

Councilmember El-Ramey was not present at the beginning of the meeting. She joined the meeting during Item No.1.

PRESENTATIONS**1. Presentation of Homeless Coalition Mayors' Ball Award to the Town of Loxahatchee Groves by Alexandria Ayala, CEO of the Palm Beach County Homeless Coalition**

Melissa McKinlay president of the Board of Directors for the Palm Beach County Homeless Coalition presented the Mayors Ball award to Mayor Anita Kane.

2. Presentation regarding Commerce Grant for the Southern Blvd. Corridor and Interlocal Agreement as well as approval of Resolution No. 2026-07 and Resolution No. 2026-08

Kim Delaney and Jessica Seymour of Treasure Coast Regional Planning provided an overview of the proposed Strategic Southern Boulevard Corridor Study. Potential funding for the study would be the Community Planning Technical Assistance Grant from Florida Commerce. The grant requires that all deliverables be transmitted to the State by June 19, 2026.

Treasure Coast Regional Planning provided an anticipated schedule and scope of services for their approach to the study.

It was clarified that this project is only a study and Council chooses whether to apply the findings.

MOTION: COUNCILMEMBER MCLENDON/ VICE MAYOR HERZOG MOVED TO APPROVE RESOLUTION NO. 2026-07 AND RESOLUTION NO.2026-08. MOTION PASSED (5-0).

3. Presentation by Local Lobbyist on Current Updates

Mary McNicholas provided an update regarding intraagency groups, other lobbying groups, grants, and Okeechobee Boulevard traffic management was presented.

4. Presentation on Okeechobee Blvd. Properties Evaluation

Ramsey Bulkeley presented update on Okeechobee Boulevard properties that have code or zoning violations.

Community Standards Director Gardner-Young also presented a memorandum regarding enforcement priorities on Okeechobee Boulevard along with a draft letter that will be sent to properties along the road.

MOTION: COUNCILMEMBER COLEMEN/ COUNCILMEMBER EL-RAMEY MOVED TO RECEIVE AND FILE MEMORANDUM AND LETTER FOR ITEM NO.4.

Please see Exhibit A for receive and file items.

CONSENT AGENDA

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

- 5. Consideration of Approval on Resolution No. 2026-05: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN AGREEMENT WITH THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS FOR 2026 MUNICIPAL ELECTION VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

APPROVED ON CONSENT.

- 6. Approval of the Minutes

APPROVED ON CONSENT.

- 7. Approval of Workshop Minutes/ Summaries

APPROVED ON CONSENT.

- 8. Consideration of Approval on Resolution No. 2026-06: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ACCEPTING EASEMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

APPROVED ON CONSENT.

DISCUSSION

- 9. **Direction with respect to the Sheriff’s Contract**

Item No.9 was pulled from the agenda.

- 10. **Discussion and Direction Regarding Law Enforcement Obligations and Resulting Legal Risk**

Item No. 10 was pulled from the agenda.

- 11. **Discussion of Strategic Prioritization Framework, Facilitation Proposal and Next Steps**

Item No.11 was presented by Town Manager Ramaglia.

Staff and Council discussed possible strategic prioritization methods and Council decided they would prioritize their list within a workshop meeting. Then those discussions from the workshop would later come back at a regular meeting to be voted on.

The Council then read through the provided matrix and gave updates regarding previous discussion at workshop meetings.

**ADMINISTRATIVE TRANSMITTAL – INFORMATIONAL ITEMS TO RECEIVE
AND FILE**

12. Quarter 1 Reports – Receive and File

Council requested that the Grants quarterly reports be modified to include a grants award deadline as well and to have all grants on one page.

Town Council discussion ensued regarding planning and zoning business tax receipts.

Received and filed. *Please see Exhibit B for receive and file items.*

13. Cash Disbursement Report – Over \$10k and Over \$25k

Received and filed. *Please see Exhibit C for receive and file items.*

14. Political Signs

Town Council discussion regarding political signs ensued.

Public Comment from Cassie Suchy.

Received and filed. *Please see Exhibit D for receive and file items.*

15. Line of Sight Violations

Community Standards Director Gardner- Young presented Item No.15, and presented line of sight triangles to Council.

Received and filed. *Please see Exhibit E for receive and file items.*

**MOTION: COUNCILMEMBER COLEMAN/ COUNCILMEMBER EL-RAMEY
MOVED TO RECEIVE AND FILE THE DOCUMENT PRESENTED.
MOTION PASSED (5-0).**

Received and filed. *Please see Exhibit F for receive and file items.*

MOTION: COUNCILMEMBER MCLENDON/ EL-RAMEY MOVED TO NOT ENFORCE THE SIGHT TRIANGLE UNTIL IT GOES TO THE ULDC AND RETURNS TO COUNCIL TO BE VOTED ON. MOTION PASSES (5-0).

Public comment received from Marianne Miles, and Karen Plante.

16. Village of Wellington’s 30th Anniversary Celebration Information

Received and filed. *Please see Exhibit G for receive and file items.*

17. Paddock/Bove Petitions

Received and filed. *Please see Exhibit H for receive and file items.*

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

Received and filed. *Please see Exhibit I for receive and file items.*

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

Received and filed. *Please see Exhibit J for receive and file items.*

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Public comment from Brian McNeil concerning a tree branch which blocks a stop sign on B Road and Tangerine Drive. Mr. McNeil recounts a story from earlier in the day when he was nearly hit by a driver due to the obscured stop sign.

TOWN STAFF COMMENTS

Town Manager Francine L. Ramaglia had no report.

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

Town Clerk Assistant Croasdaile had no report.

Community Standards Director Caryn Gardner Young had no report.

Public Works Superintendent Craig Lower had no report.

TOWN COUNCIL COMMENTS

Councilmember Todd McLendon enjoyed the discussion regarding the grant in order to combat misinformation regarding the Southern Boulevard Corridor study.

Councilmember Lisa El-Ramey commented that grading on North B Road was getting wider. She would also like to see documentation of phase 1 and phase 2 appropriations funding. As well as a possible new logo for the Town.

Councilmember Paul Coleman discussed issues regarding electrical poles that have caused issues to the Town. Town Council discussion ensued and the Council discussed citing AT&T for the pole.

Vice Mayor Herzog announced that the American Legion Auxiliary has been asking for members to submit artwork for their 250th anniversary of America event.

Mayor Anita Kane announced reminders regarding Read for the Record by the Palm Beach County Literacy Coalition which the Town will be participating in this year.

ADJOURNMENT

Meeting was adjourned with a motion from Councilmember El-Ramey and second by Councilmember Coleman, with all in favor meeting adjourned at 9:15 PM.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Town Clerk

Mayor Anita Kane, Seat 3

Vice Mayor Margaret Herzog, Seat 5

Councilmember Todd McLendon, Seat 1

Councilmember Lisa El-Ramey, Seat 2

Councilmember Paul Coleman II, Seat 4

EXHIBIT A



Town of Loxahatchee Groves

155 F Road • Loxahatchee Groves, Florida 33470 • (561) 793-2418 Phone • www.loxahatcheegrovesfl.gov

February 3, 2026

Name
Address

RE: OKEECHOBEE BLVD PROPERTIES

Dear Okeechobee Blvd or Surrounding Property Owner:

This letter serves as a friendly reminder to some of the uses that are allowed and not allowed within the AR (agricultural residential) zoned properties within the Town. Please note that no “new” restrictions have been put in place and that the same permitted and/or illegal uses are essentially the same from before the Town of Loxahatchee was incorporated and beyond. These permitted and/or illegal uses have remained the same for over 30 + years.

The Town Council has directed staff to begin enforcing these rules and regulations starting with the properties along or nearby Okeechobee Blvd. and then elsewhere in the Town. Some of the issues to be addressed include but are not limited to:

1. Illegal Uses eg. Illegal tractor trailer parking, commercial business activities on residential properties, contractor storage yards
2. Expansion of activities beyond previous Palm Beach County, Town or Council approvals
3. Overgrowth of landscaping
4. Failure to obtain permits
5. Illegal signs
6. Illegal tree removal/lot clearing
7. Illegal storage
8. Improper Access
9. Vehicles in disrepair or Too many Vehicles

A common comment made by property owners who may receive a violation notice is that they were not even aware of a violation existed or that they are “agricultural” and therefore these rules do not apply. For most properties this is simply not the case.

We understand that your use or condition of your property may have been in existence for quite some time, however this does not make it legal. The impacts coming from some of these properties can no longer be ignored. Additionally, there are potential significant property tax implications as properties are

being taxed as vacant or single-family use however large commercial/industrial uses are present on the properties.

To address the issues, you can take the following steps:

1. If you receive a Notice of Violation, take immediate action to remediate the noted violations
2. If you are not sure of what codes are applicable to your property, please review the Agricultural Residential Zoning District (AR) provisions within the Loxahatchee Groves Unified Land Development Code which can be accessed on the Town's website or through municode.com.
3. Please visit the Property Appraiser website to check aerials, uses and agricultural classifications.
4. If you receive a Notice of Violation and you do not understand the violations or how to remedy them, call the Code Compliance Division at _____ and schedule a meeting to meet with Town Staff
5. If you have not received a Notice of Violation and believe you have one or more violations, call _____ and schedule a meeting to meet with Town Staff to discuss your property.

We believe that our property owners are good neighbors who do not knowingly violate Town rules and regulations. In that spirit we wish to encourage compliance as that is the overall goal. We want to work with you to make Loxahatchee Groves and Okeechobee Blvd as attractive, safe, livable as possible.

Thank you for your prompt attention to this matter.

Respectfully submitted,

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

- Maintain consistency with state law limitations on local regulation

Code enforcement actions are based solely on existing, adopted regulations and do not rely on discretionary or ad hoc standards.

Enforcement activities along Okeechobee Boulevard include but not limited to:

- Proactive inspections of properties and activities visible from the public corridor
- Verification of zoning compliance for commercial and temporary uses
- Evaluation of unauthorized use of the public right-of-way
- Issuance of warnings, notices of violation, or citations where warranted
- Documentation of enforcement actions to ensure consistency across cases

No individual business, property owner, or vendor is being targeted; enforcement is occurring by location and activity type, not by operator.

Staff does not enforce regulations based on preference, popularity, or Council member request regarding specific individuals or businesses. All actions are taken within the limits of existing law and adopted ordinances.

This agenda item is intended to clearly document that enforcement activities along Okeechobee Boulevard are being conducted uniformly, consistently, and pursuant to general Town Council policy direction, while preserving the administrative independence and legal defensibility of the enforcement process.

Recommendation/Motion:

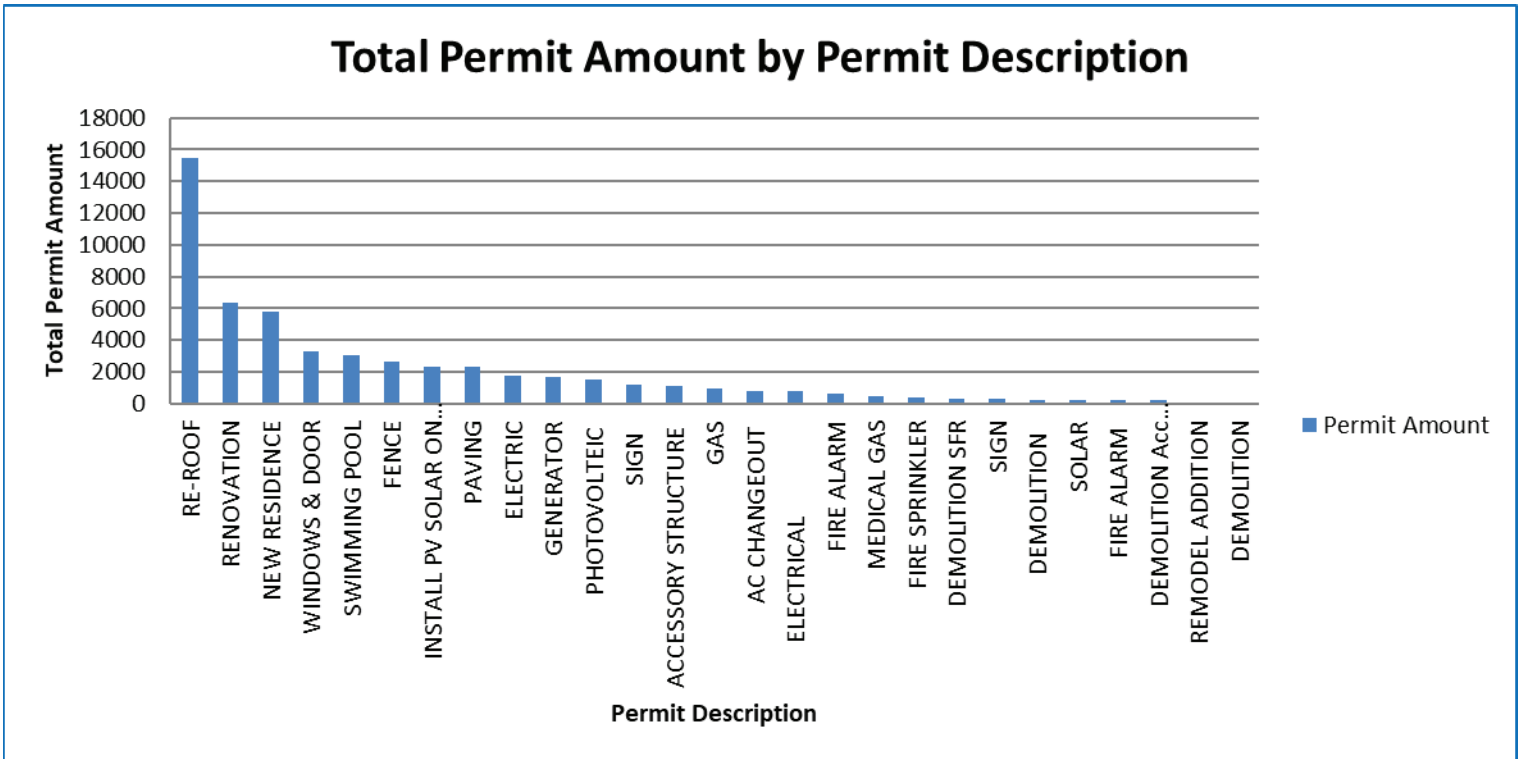
Receive and File

EXHIBIT B

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

BUILDING PERMIT ACTIVITIES THIS QUARTER

- Received 192 Applications
- Issued 42 Building Permits
- Performed 164 Plan Reviews
- Performed 255 Inspections
- Collected \$118,904.67 in Building Permit and Related Fees



PERMITS ISSUED, CONSTRUCTION VALUE, AND FEES COLLECTED

| PERMITS ISSUED, CONSTRUCTION VALUE AND PERMIT FEES COLLECTED | | |
|--|--------------|------------|
| COMMERCIAL-ADDITION | | |
| 2025-388-B | \$32,000.00 | \$1,019.72 |
| COMMERCIAL-FIRE | | |
| 2025-440-B | \$7,000.00 | \$355.16 |
| 2025-441 | \$5,900.00 | \$355.16 |
| COMMERCIAL-MISCELLANEOUS | | |
| 2025-370-B | \$32,000.00 | \$1,058.50 |
| 2025-393-B | \$20,000.00 | \$662.50 |
| 2025-398-B | \$30,000.00 | \$964.60 |
| 2025-438-B | \$6,000.00 | \$422.50 |
| COMMERCIAL-PLUMBING | | |
| 2025-401-B | \$2,300.00 | \$422.50 |
| 2026-11-B | \$250.00 | \$506.25 |
| COMMERCIAL-RIGHT | | |
| 2025-395-RW | \$18,500.00 | \$500.00 |
| 2025-404-RW | \$720.00 | \$624.00 |
| COMMERCIAL-SIGN | | |
| 2026-2-B | \$3,600.00 | \$0.00 |
| 2026-5-B | \$6,600.00 | \$0.00 |
| 2026-6-B | \$6,600.00 | \$0.00 |
| 2026-7-B | \$500.00 | \$0.00 |
| 2026-8-B | \$750.00 | \$0.00 |
| 2026-15-B | \$300.00 | \$500.50 |
| RESIDENTIAL-ADDITION | | |
| 2025-403-B | \$100,000.00 | \$2,893.80 |
| RESIDENTIAL-AGRICULTURAL | | |
| 2025-382 | \$0.00 | \$200.00 |
| 2025-417 | \$0.00 | \$200.00 |
| RESIDENTIAL-AIR | | |
| 2025-397-B | \$9,889.40 | \$473.45 |
| 2025-431-B | \$14,400.00 | \$569.61 |
| RESIDENTIAL-DEMOLITION | | |
| 2025-444-B | \$29,500.00 | \$0.00 |
| RESIDENTIAL-DETACHED | | |
| 2025-407-B | \$93,000.00 | \$2,597.00 |
| 2025-415-B | \$7,500.00 | \$0.00 |

| | | |
|-------------------------------|--------------|-------------|
| RESIDENTIAL-DRIVEWAY | | |
| 2025-377-B | \$1,700.00 | \$0.00 |
| 2025-378-B | \$4,800.00 | \$406.25 |
| 2025-437-B | \$0.00 | \$104.00 |
| 2026-1-B | \$0.00 | \$100.00 |
| RESIDENTIAL-ELECTRIC | | |
| 2025-381-B | \$1,200.00 | \$422.50 |
| 2025-387-B | \$17,500.00 | \$635.70 |
| 2025-405-B | \$6,700.00 | \$973.70 |
| 2025-428-B | \$1,850.00 | \$422.50 |
| RESIDENTIAL-FENCE/WALL | | |
| 2025-375-B | \$5,255.80 | \$422.50 |
| 2025-429-B | \$3,750.00 | \$422.50 |
| 2025-439-B | \$600.00 | \$406.25 |
| 2026-16-B | \$11,000.00 | \$497.12 |
| RESIDENTIAL-GAS | | |
| 2025-442-B | \$75.00 | \$422.50 |
| RESIDENTIAL-NEW | | |
| 2025-376-B | \$434,635.50 | \$10,963.53 |
| 2025-386-B | \$434,635.50 | \$10,963.53 |
| 2025-414-B | \$0.00 | \$0.00 |
| 2026-14-B | \$700,000.00 | \$16,829.80 |
| RESIDENTIAL-RE-ROOF | | |
| 2025-372-B | \$12,000.00 | \$518.44 |
| 2025-373-B | \$18,950.00 | \$770.62 |
| 2025-394-B | \$12,000.00 | \$518.44 |
| 2025-400-B | \$21,025.00 | \$717.26 |
| 2025-419-B | \$83,250.00 | \$2,432.18 |
| 2025-427-B | \$65,890.03 | \$1,953.73 |
| RESIDENTIAL-RIGHT | | |
| 2025-368-RW | \$0.00 | \$0.00 |
| 2025-374-RW | \$220,000.00 | \$2,600.00 |
| 2025-380-RW | \$0.00 | \$3,120.00 |
| 2025-385-RW | \$10,000.00 | \$6,240.00 |
| 2025-406-RW | \$13,750.00 | \$6,240.00 |
| 2025-410-RW | \$260,000.00 | \$3,120.00 |

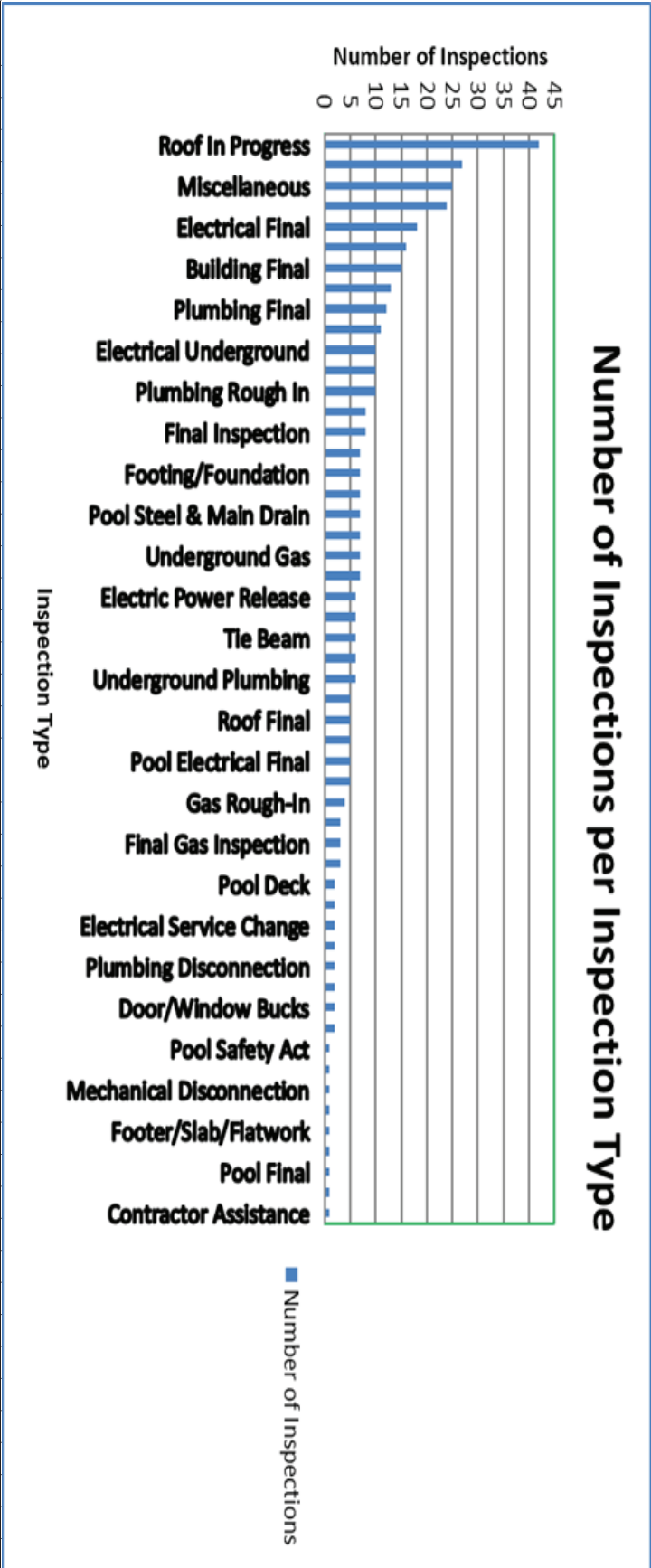
| | | |
|--|-----------------------|---------------------|
| RESIDENTIAL-SITE/LAND | | |
| 2025-371-SD | \$13,750.00 | \$2,340.00 |
| 2025-379-SD | \$0.00 | \$2,860.00 |
| 2025-389-SD | \$0.00 | \$2,250.00 |
| 2025-399-SD | \$93,000.00 | \$2,250.00 |
| 2025-409-SD | \$130,000.00 | \$2,250.00 |
| 2025-411-SD | \$260,000.00 | \$2,750.00 |
| 2025-412-SD / SD-23-0061 | \$0.00 | \$0.00 |
| 2025-421-SD / FDA-25-012 | \$200,000.00 | \$0.00 |
| 2025-425-SD / FDA-24-024 | \$0.00 | \$0.00 |
| 2025-426-SD / FDA-24-002 | \$0.00 | \$0.00 |
| 2025-436-SD | \$366,228.00 | \$2,340.00 |
| RESIDENTIAL-SOLAR | | |
| 2025-416-B | \$27,940.00 | \$672.10 |
| RESIDENTIAL-VEGETATION | | |
| 2025-384-VE | \$0.00 | \$0.00 |
| 2025-402-VE | \$0.00 | \$0.00 |
| 2025-433-VE | \$0.00 | \$0.00 |
| 2025-434-VE | \$0.00 | \$0.00 |
| 2025-435-VE | \$0.00 | \$0.00 |
| 2026-10-VR | \$0.00 | \$4,000.00 |
| 2026-13-VE | \$0.00 | \$0.00 |
| RESIDENTIAL-WINDOW/DOOR | | |
| 2025-367-B | \$15,846.00 | \$533.77 |
| 2025-383-B | \$24,350.00 | \$885.75 |
| 2025-390-B | \$12,318.00 | \$525.22 |
| 2025-391-B | \$14,575.00 | \$573.34 |
| 2025-392-B | \$14,922.00 | \$580.74 |
| 2025-396-B | \$4,217.00 | \$0.00 |
| 2025-408-B | \$51,440.00 | \$1,555.49 |
| 2025-413-B | \$14,773.32 | \$577.56 |
| 2025-418-B | \$31,300.00 | \$0.00 |
| 2025-420-B | \$0.00 | \$420.16 |
| 2025-430-B | \$1,641.00 | \$381.16 |
| 2025-432-B | \$12,983.90 | \$478.12 |
| 2025-443-B | \$13,560.00 | \$551.70 |
| 2025-445-B | \$16,152.00 | \$606.96 |
| 2026-3-B | \$24,345.00 | \$808.75 |
| 2026-4-B | \$18,592.00 | \$658.99 |
| 2026-17-B | \$60,683.00 | \$0.00 |
| RESIDENTIAL-ZONING | | |
| 2025-369-ZC | \$0.00 | \$250.00 |
| TOTALS | \$4,192,992.45 | \$117,648.11 |

TASKS PERFORMED BY THE BUILDING DEPARTMENT STAFF EXCLUDING PHONE AND WALK-IN CUSTOMERS, EMAIL AND VIDEO COMMUNICATION AND MEETINGS, ADMINISTRATIVE TASKS, AND OTHER

TASK DETAILS

| Tasks Performed by Building Department Staff and Consultants 1st Quarter 2026 | | | | | | |
|---|---------------|---------------|----------------|-------------|----------------|----------------|
| Task Description | Angela Romero | Jacek Tomasik | Sandra Solarte | Tara Bamber | Kaitlyn Forbes | Richard Galant |
| Application Accepted | 43 | | 29 | | | |
| Code Case Verification | 30 | | 28 | | | |
| Send Invoice Customer (Auto) | 36 | 1 | 21 | | | |
| Customer Uploaded File (Auto) | 2 | | 3 | | | |
| Verify Fees Paid (Auto) | 8 | 1 | | | | |
| Certificate of Completion Issued | 17 | | 3 | | | |
| Permit Issued (Auto) | 15 | 1 | 1 | | | |
| Notice of Commencement | 4 | | 2 | | | |
| Close Project (Auto) | 16 | | 5 | | | |
| Add Fees | | | | | | |
| Final Review | | 2 | | | | |
| Structural Plan Review | | 11 | | | | |
| Sheathing & Underlayment Affidavit | 1 | 4 | 1 | | | |
| Electrical Plan Review | | 10 | | | | |
| Building Plan Review | | 28 | | | | |
| Gas Plan Review | | 1 | | | | |
| Fire Plan Review Received | | | | | | |
| Floodplain Review | | 2 | | | | |
| Mechanical Plan Review | | 5 | | | | |
| Plumbing Plan Review | | 4 | | | | |
| Engineering Plan Review | | | | 14 | | 1 |
| Zoning Plan Review | | | 2 | | 9 | |
| Add Fees / Comment Ltr / DMS | | | | | | |
| Verify Impact Fees Paid | | | 2 | | | |
| Fire Final Inspection Received | | | 1 | | | |
| Total Tasks Performed | 172 | 70 | 98 | 14 | 9 | 1 |

| Inspection Type | Total Inspections |
|--------------------------|-------------------|
| Building Final | 14 |
| Contractor Assistance | 2 |
| Door/Window Bucks | 2 |
| Driveway Final | 2 |
| Drywall Screw/Fastening | 3 |
| Early Power Release | 8 |
| Electric Power Release | 2 |
| Electrical Final | 20 |
| Electrical Rough In | 14 |
| Electrical Underground | 3 |
| Final Gas Inspection | 3 |
| Final Inspection | 2 |
| Follow Up Inspection | 1 |
| Footer/Slab/Flatwork | 5 |
| Footing/Foundation | 4 |
| Form Board Survey | 3 |
| Framing | 3 |
| Gas Rough-In | 1 |
| In-Progress Inspection | 8 |
| Insulation | 5 |
| Mechanical Final | 12 |
| Mechanical Rough In | 4 |
| Miscellaneous | 1 |
| Plumbing Final | 14 |
| Plumbing Rough In | 8 |
| Pool Barrier | 2 |
| Pool Bonding/Light Niche | 3 |
| Pool Deck | 4 |
| Pool Electrical Final | 4 |
| Pool Final | 3 |
| Pool Perimeter Plumbing | 3 |
| Pool Safety Act | 2 |
| Pool Steel & Main Drain | 2 |
| Pre Slab | 1 |
| Re-Roof Final | 20 |
| Roof Final | 5 |
| Roof In Progress | 18 |
| Roof Sheathing | 13 |
| Roof Underlayment | 14 |
| Tie Beam | 2 |
| Truss Engineering | 4 |
| Underground Gas | 2 |
| Underground Plumbing | 1 |
| Window Buck | 1 |
| Window/Door Final | 4 |
| Wire Lath | 3 |
| Total Inspections | 255 |



**Building Department Monthly Report
2025 - 2026**

| | Oct | Nov | Dec |
|---------------------------|----------|----------|----------|
| Loxahatchee Groves | | | |
| Apps Rcvd | 64 | 42 | 86 |
| Permits Issued | 15 | 16 | 11 |
| Inspections | 140 | 89 | 81 |
| Permit Fees | 60543.94 | 44584.76 | 18644.97 |

| | Apps | Issued | Insps | Revenue |
|----------------------|------|--------|-------|--------------|
| Fiscal YTD 2025-2025 | 192 | 42 | 310 | \$123,773.67 |

| | |
|--|----|
| Mean time in days from complete application to issue for | 39 |
| Number of permits actively in Plan Review (as of 1st of | 18 |
| Number of permits reviewed and awaiting response from | 53 |
| Number of permits pending, awaiting completion by | 1 |

Summary of Monthly Permits Report

The report provides a breakdown of **building permits issued**, along with their **construction values and associated fees**.

Key Highlights

- **Total Construction Value: \$4,192,992.45**
- **Total Fees Collected: \$117,648.11**

Permit Activity Overview

- The report includes permits across multiple categories, such as:
 - **Commercial permits** (additions, fire-related work, etc.)
 - **Residential permits**
 - **Zoning permits**
- Each permit entry lists:
 - **A permit number**
 - **Declared construction value**
 - **Fees assessed**

Observations

- **Residential permits** account for a large share of total permit volume and value.
- **Commercial permits**, while fewer in number, include some higher-value projects.

ALL FEES COLLECTED BY ALL TRANSACTIONS

| Fees Collected per Permit Type (Permit Fee, review fee, convenience fee, reinspection fee, recision fee, permit extension fee, and other) | |
|---|-------------------------|
| Permit Type | Amount Collected |
| Permit Type: Addition (R) | \$13,742.15 |
| Permit Type: Addition (C) | \$1,020.24 |
| Permit Type: Agricultural Farm Structure (R) | \$4,206.71 |
| Permit Type: Air Conditioning Changeout (C) | \$971.36 |
| Permit Type: Air Conditioning Changeout (R) | \$2,436.52 |
| Permit Type: Demolition (C) | \$266.50 |
| Permit Type: Demolition (R) | \$544.96 |
| Permit Type: Detached Accessory Unit (R) | \$4,443.26 |
| Permit Type: Driveway (R) | \$826.41 |
| Permit Type: Driveway Culvert (R) | \$104.00 |
| Permit Type: Electric Standalone (C) | \$1,863.16 |
| Permit Type: Electric Standalone (R) | \$5,405.36 |
| Permit Type: Fence/Wall (C) | \$2,365.88 |
| Permit Type: Fence/Wall (R) | \$5,152.08 |
| Permit Type: Fire Alarm (C) | \$2,265.80 |
| Permit Type: Fire Sprinkler | \$355.16 |
| Permit Type: Fire Suppression (C) | \$3,103.08 |
| Permit Type: Gas Standalone (C) | \$458.38 |
| Permit Type: Gas Standalone (R) | \$3,509.82 |
| Permit Type: Generator (C) | \$711.36 |
| Permit Type: Generator (R) | \$3,317.74 |
| Permit Type: Hurrigan Shutters (R) | \$266.50 |
| Permit Type: Interior Remodel (R) | \$3,355.92 |
| Permit Type: Lot Combo(R) | \$250.00 |
| Permit Type: Low Voltage (C) | \$530.66 |
| Permit Type: Low-Voltage Electrical | \$1,094.77 |
| Permit Type: Mechanical Standalone (R) | \$208.00 |
| Permit Type: Miscellaneous (C) | \$11,042.67 |
| Permit Type: Miscellaneous (R) | \$3,295.58 |
| Permit Type: New Construction (C) | \$5,971.93 |
| Permit Type: New Construction (R) | \$70,994.98 |
| Permit Type: Other (Imported) (C) | \$540.80 |
| Permit Type: Plumbing Standalone (C) | \$422.50 |
| Permit Type: Pool Barrier (R) | \$368.16 |
| Permit Type: RV | \$7,812.00 |
| Permit Type: Re-Roof (R) | \$43,629.25 |
| Permit Type: Right of Way (C) | \$10,472.65 |
| Permit Type: Right of Way (R) | \$40,004.00 |
| Permit Type: Screen Enclosure (R) | \$967.11 |
| Permit Type: Sign (C) | \$3,871.88 |
| Permit Type: Site/Land Development (C) | \$15,750.00 |
| Permit Type: Site/Land Development (R) | \$44,681.13 |
| Permit Type: Solar PV Installation (R) | \$8,430.26 |
| Permit Type: Swimming Pool/Spa (C) | \$2,687.36 |
| Permit Type: Swimming Pool/Spa (R) | \$14,067.14 |
| Permit Type: Vegetation Clearing/Removal (C) | \$6,080.00 |
| Permit Type: Vegetation Clearing/Removal (R) | \$8,000.00 |
| Permit Type: Vegetation Waiver (C) | \$1,040.00 |
| Permit Type: Vegetation Waiver (R) | \$770.00 |
| Permit Type: Water Heater Changeout (R) | \$264.16 |
| Permit Type: Window/Door (R) | \$18,285.95 |
| Permit Type: Zoning Confirmation | \$500.00 |
| | |
| Grand Total | \$382,725.29 |

Code Compliance Division

The Code Compliance Division enforces local and state laws for the Town of Loxahatchee Groves. Staffing includes one full-time Code Compliance Officer and two part-time Code Compliance Officers with varied schedules generally serving the Town seven days a week. Code Compliance staff work both proactively for life, health and safety issues and in response to community-initiated requests to address zoning, building, public nuisances, manure, and sign regulations, within the Town's limits. Code Compliance staff work in cooperation with outside agencies (County Fire Department, County Health Department and State FDEP) to resolve code-related issues and calls for service in an efficient and timely manner.

While the Code Compliance Division is complaint driven, code officers are also empowered to act when they observe violations in the field. The Town Council has directed staff to take a proactive approach regarding critical / life safety items which include but are not limited to:

- Floodplain Development Activities (FDAs)
- Unpermitted clearing or construction
- Manure violations
- Site triangle clearance
- Unpermitted Commercial Vehicle Use

Dozens of service requests are received monthly, in addition to numerous code violations identified by Code Compliance staff during routine patrols. The Code Compliance Division's primary focus is to achieve voluntary compliance through education and communication. Given the Town's rural character – with large, fenced parcels – initial outreach is primarily through Courtesy Letters and/or phone calls. Notices of Violation (NOV) / Notices of Hearing (NOH) are issued when compliance cannot be achieved through cooperation and voluntary compliance.

The initial service requests and officer-initiated contacts that require further investigation or action by Code Compliance staff are logged as cases. Code Compliance responds to and/or investigates each case to determine the appropriate course of action to best resolve these issues. Code Compliance staff logged sixty-three (63) total cases opened the 1st Quarter, up 33 from 30 cases opened in the 4th Quarter of last year. Anonymous complaints are not accepted pursuant to Florida Statue 162.21 unless there is an imminent threat to public health, safety, or environment. The Town may verify the identity of complainants as all information becomes public record.

Compliance efforts include incidents like residents building without permits, unpermitted use of property, and businesses operating without a business license. When a violation is found to have occurred, several code compliance tools are used to gain voluntary compliance such as nuisance abatement, a stop work order, citations and filing of a Special Magistrate code violation case. The decision for which tool to use is dependent on several facts including but not limited to the complexity or extent of the violation, cooperation of the property owner, and the extent the property is in compliance with all code regulations.

The Town recovers the administrative and logistical costs of bringing property owners into compliance via imposition of administrative fees by the Special Magistrate. Time spent conducting field inspections, sending letters and notices to property owners, issuing fines, and abating properties that will not otherwise come into compliance can be laborious. When fees are applied, Code Compliance has already made attempts to communicate with the property owner and to exhaust the administrative process. It is an unfortunate reality that some property owners would not make needed changes and/or repairs without the imposition of fees and penalties. On the

other hand, to protect property owners, there are statutory limits to fees, fees are assessed incrementally to gradually disincentivize inaction, and there are formal appeal processes in place to dispute fees and notices.

Members of the public can access the MGO online code compliance module. The system allows for better tracking of requests and provides complete access to the status of a submitted code complaint. Public outreach to encourage utilization of the online code compliance system remains ongoing.

Code Compliance Statistics

| | Q1 FY 25 | Q2 FY 26 | Q3 FY 26 | Q4 FY 26 | YTD 26 |
|--|------------|----------|----------|----------|------------|
| Cases open at Start of Period | 137 | | | | 137 |
| New Cases Opened During Period | 34 | | | | 34 |
| Cases Opened from Citizen Complaints | 13 | | | | 13 |
| Cases Closed During Period | 21 | | | | 21 |
| Cases Closed Due to Compliance | 11 | | | | 11 |
| Cases Remaining Open at End of Period | 160 | | | | 160 |

| | | | | | |
|-------------------------------|-----------|--|--|--|-----------|
| Initial Inspections Conducted | 24 | | | | 24 |
| Re-inspections | 26 | | | | 26 |
| Total inspections | 51 | | | | 51 |

Based upon the Town Council’s directive, Town Staff has been more proactive in addressing code violations. Almost 62% of the code cases opened in the 1st quarter were officer initiated rather than citizen initiated. This is due to the arrival of the Equestrian Season and the push on review of recreational vehicles as well as the life, health and safety issue of line of sight.

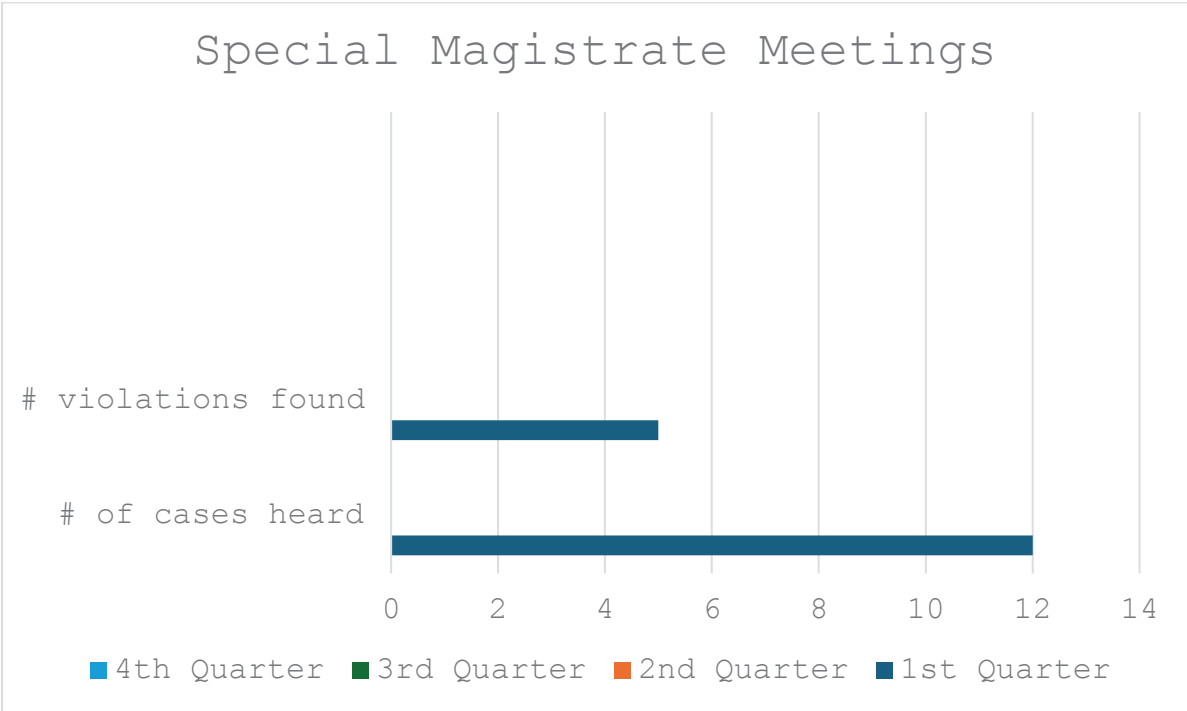
Cases by Violation Type opened in the 1st quarter

| | Q1 FY 26 | Q2 FY 26 | Q3 FY 26 | Q4 FY 26 | YTD 26 |
|--|----------|----------|----------|----------|--------|
| Floodplain Development (FDA) | 0 | | | | 0 |
| Recreational Vehicle / Trailer | 9 | | | | 9 |
| Business Tax Receipt | 0 | | | | 0 |
| Building Permits Required | 7 | | | | 7 |
| Zoning | 0 | | | | 0 |
| Bulk Trash | 1 | | | | 1 |
| Right-of-Way Violations | 1 | | | | 1 |
| Tree Removal (Unpermitted) | 0 | | | | 0 |
| Commercial Vehicles / Trailers | 0 | | | | 0 |
| Prohibited Use | 1 | | | | 1 |
| Line of Sight | 2 | | | | 2 |
| Sign Violation | 0 | | | | 0 |
| Property Maintenance | 2 | | | | 2 |
| Misc Violations (Nuisance, outdoor store, etc) | 11 | | | | 11 |
| Manure Violations | 0 | | | | 0 |

Special Magistrate

Enforcement of local government ordinances has traditionally been effectuated by volunteers from the community, appointed by local government elected officials and empaneled as the local code enforcement board. While much of the Local Government Code Enforcement Boards Act indicates a legislative assumption that local governments will utilize volunteer code enforcement boards to render determinations as to the existence of code violations and applicable fines, The Act allows cities and counties to adopt an alternative method of code enforcement. The most common of these is the use of a Special Magistrate.

The Town uses the Special Magistrate process. The Special Magistrate is an attorney and a member of the Florida Bar in good standing, appointed by the Town Council to conduct code enforcement hearings pursuant to Florida Statute Ch. 162. County or Municipal Code Enforcement. The Special Magistrate is authorized to impose administrative fines and other non-criminal penalties where a pending or repeated violation of the Town’s Code continues to exist through the issuance of orders, including final orders, in accordance with the controlling code, ordinance and resolution.



There were two (2) Special Magistrate meetings in the 1st Quarter since the November meeting was cancelled. Although 12 cases were heard, not all property owners were found in violation of the Town’s regulations. This can be for many reasons including but not limited to voluntary compliance prior to the hearing or a request for continuance by the violator or the Town to gather more information to provide evidence for their case or to provide additional time to comply with the regulations.



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

TO: Mayor and Town Council of the Town of Loxahatchee Groves
FROM: Francine L. Ramaglia, Town Manager
DATE: February 3, 2026
SUBJECT: Financial Quarterly Report

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

Background:

The quarterly report was presented on the Monday, January 27th, 2026, Town Council & Financial Advisory and Audit Committee Joint Meeting.

View the agenda here: <https://loxahatcheegroves-fl.municodem Meetings.com/bc-towncouncil/page/town-council-finance-advisory-and-audit-committee-joint-meeting>.

The online report is also available to view here:
<https://www.loxahatcheegrovesfl.gov/1431/Financial-Reporting-At-a-Glance>

Fiscal Impact:

N/A

Recommendation/Motion:

Receive and File

Attachments:

N/A



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: February 3, 2026

SUBJECT: Grants Status Report

Background:

The Town of Loxahatchee Groves has undertaken a comprehensive, multi-agency grant program to advance drainage, resiliency, and infrastructure priorities. This portfolio includes four Resilient Florida projects, multiple Florida Commerce (Rural Infrastructure Fund) applications, FDEP watershed and water-quality projects, and strong placement within Palm Beach County’s Local Mitigation Strategy (LMS)—now ranked among the top 20 countywide.

High LMS scores are significant: the higher a project ranks, the greater its eligibility and competitiveness for funding through FDEM, FDEP, FEMA, USACE, USDA, and state legislative appropriations. These scores translate directly into dollars—projects above the 70-point threshold are prioritized for match-eligible funding and federal cost-share programs. Hopefully, our rural designation will be continued and the Town’s matching requirements will be limited as they have been for the past couple of funding cycles.

As you know grant funding is a marathon, not a sprint. That said, the total long-range pipeline documented through LMS, FDEP, and Florida Commerce submissions position the Town among the most proactive small municipalities in Palm Beach County in pursuing resilience and infrastructure funding.

Summary of Active and Pending Grants

| # | Project Name | Funding Source(s) | Grant Request* | Status | LMS Score (2025) | Notes |
|---|--------------------------------|--|----------------|-------------------------------------|------------------|--|
| 1 | Control Structures at Southern | FDEP Resilient FL; FL Commerce RIF 12359 | \$2,484,000 | FDEP Submitted/ RIF Not Yet Funded* | 92 | Includes SCADA and Telemetry |
| 2 | SCADA & Telemetry | Merged into #1 & #9 | – | Withdrawn | – | Integrated under Control Structures and Basin Divide |



Town of
LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

| | | | | | | |
|---|---|--|--------------|---|-------|---|
| 3 | Collecting Canal & Road Improvements | FDEP Resilient FL; FL Commerce RIF 12365 | \$1,050,000 | FDEP Submitted/ RIF Not Yet Funded** | 83 | Drainage and road stabilization |
| 4 | Loxahatchee Homes / Citrus Drive Area | FL Commerce RIF 12366 | \$8,808,670 | RIF Not Yet Funded** | 81 | Utility and drainage rehab requested by USACE and USDA |
| 5 | Stormwater Pond Design (Feasibility) | FL Commerce RIF 12368 | \$150,000 | RIF Not Yet Funded** | 60 | Planning grant for new stormwater attenuation facility |
| 6 | North Road & Canal Improvements | FL Commerce RIF 12370 | \$11,440,128 | RIF Not Yet Funded** | 86 | Major resiliency corridor linking north basin |
| 7 | Equestrian Trails / Multi-Use Paths (F Road) | FRDAP FL Commerce RIF 12371; | \$523,970 | FRDAP In Progress/ RIF Not Yet Funded** | — | FRDAP \$200k application under F Road safety & connectivity |
| 8 | North Area Roadway & Drainage Improvements | FL Commerce RIF 12372 | \$2,825,408 | RIF Not Yet Funded** | 72 | Updated from LMS 850263; north area drainage |
| 9 | Loxahatchee Groves Basin Divide (Okeechobee Structures) | FDEP Resilient FL; FL Commerce RIF 12369 | \$1,869,000 | FDEP Submitted/ RIF Not Yet Funded** | 91–96 | Critical flood control gates — ranked in LMS top 10 |

| # | Project Name | Funding Source(s) | Grant Request | Status | LMS Score (2025) | Notes |
|----|--|--|---------------|------------|------------------|--|
| 10 | Okeechobee Trail Crossings / Rural Safety Improvements | Palm Beach TPA Transportation Alternatives | \$1,200,000 | Not Funded | — | Aligns with County FY26 feasibility study for corridor |
| 11 | Public Works Building Replacement | LMS 111 | \$750,000 | Pending | 84–86 | EOC hardening and facility replacement |
| 12 | Town Hall Generator & EOC Hardening | LMS 113 | \$150,000 | Pending | 95–100 | Top LMS score — eligible for FDEM and HMGP |
| 13 | Stormwater Master Plan & Resilience Strategy | LMS 115 | \$240,000 | Pending | 93–94 | Key planning tool to align all future grants |



155 F Road Loxahatchee Groves, FL 33470

Footnotes

*Not a cumulative number; application to each agency for same project in same amount.

** The Town has requested its designation as a Rural Community under the Florida Department of Commerce’s Rural Economic Development Initiative (REDI) be revisited. Maintaining this designation is critical to the Town’s ability to qualify for **reduced or waived matching requirements** under State and Federal programs, including ability to participate in the Rural Infrastructure Fund (RIF). Councilmember and our lobbyists met with Commerce leadership and there are ongoing efforts to secure funding from the state and/or its various organizations for cost-effective infrastructure, resiliency, and quality-of-life improvements for residents without placing additional burdens on the local tax base.

As shown above, the Town also submitted four Resilient Florida projects now under FDEP review. These include control structures, basin divide upgrades, stormwater attenuation design, and the master plan integration. Each project aligns with LMS-ranked priorities and positions the Town for future FEMA BRIC and HMGP opportunities. The Town has received letters of support for these funding requests from both Representative Weinberger and Senator Harrell.

LMS Rankings and Significance

Loxahatchee Groves’ projects scored exceptionally well in the 2025 Palm Beach County LMS cycle—nine of them placing within the Top 20 countywide detailed grant listing (County scoring previously sent to Town Council attached herein). This matters because these scores represent the Town’s technical and financial readiness. The higher the score, the more competitive the project is for federal and state funding priority lists. Being within the top 20 means that funding agencies view these projects as immediately shovel-ready and eligible for cost-share or 100 % funding depending on rural status and state appropriation availability. For example,

- Town Hall Generator (Score 95–100) and Basin Divide Structures (Score 91–96) are within the top 10, positioning the Town for priority eligibility in FDEM and FEMA mitigation funding.
- Control Structures at Southern (Score 92) and Stormwater Master Plan (Score 93–94) strengthen the Town’s case for multi-year Resilient Florida appropriations.
- Collecting Canal, Lox Homes, North Road, and Public Works Facility are in the next tier (80 + points), qualifying for federal matching under RIF and FDEP programs.
- Town Hall Generator (Score 95–100) and Basin Divide Structures (Score 91–96) are within the top 10, positioning the Town for priority eligibility in FDEM and FEMA mitigation funding.



155 F Road Loxahatchee Groves, FL 33470

- Control Structures at Southern (Score 92) and Stormwater Master Plan (Score 93–94) strengthen the Town’s case for multi-year Resilient Florida appropriations.
- Collecting Canal, Lox Homes, North Road, and Public Works Facility are in the next tier (80 + points), qualifying for federal matching under RIF and FDEP programs.

Related FEMA / FDEM Recovery Funding

The Town currently has four active obligated projects under FEMA Category A, B, D, and Z. To date, approximately \$417,000 in reimbursements have been approved for payment via the Florida Division of Emergency Management (FDEM) for Hurricane Milton recovery work. A reconciliation of obligated versus paid projects is underway to ensure the Town’s financial tracking aligns with State and FEMA records.

- Milton Category A: Debris Removal — Ongoing Reimbursement
- Milton Category B: Emergency Protective Measures — Ongoing
- Milton Category D: Damage Repair and Mitigation — Under Review
- Milton Category Z: Administrative Costs

These reimbursements represent a critical cashflow source for the Town’s recovery and directly support continued infrastructure repairs and preparedness improvements. We are also working with FEMA with regard to collections remaining from prior storm events.

Trail and Recreation Grant Applications

On September 30, 2025, the Town submitted two Florida Recreation Development Assistance Program (FRDAP) applications to the Florida Department of Environmental Protection. The first, the F Road Trail Connectivity and Safety Project (\$200,000), enhances multi-use trail access, surface stabilization, and drainage along the F Road corridor. The second, the North Road Trailhead and Connectivity Project (\$150,000), provides a small trailhead, safety signage, and drainage improvements to connect with the regional equestrian and multi-use trail network. Both projects align with the Town’s Local Mitigation Strategy (LMS) priorities and complement related funding requests through the Resilient Florida, RIF, and Recreational Trails Program (RTP) grants.

| Project Title | Amount Requested | Alignment |
|---|------------------|---|
| F Road Trail Connectivity & Safety Project | \$200,000 | LMS 121 / RIF #12370005 / RTP Extension |
| North Road Trailhead & Connectivity Project | \$150,000 | LMS 116 / RIF #12372007 / RTP FY 26 |



155 F Road Loxahatchee Groves, FL 33470

In addition to the two FRDAP submissions, the Town also submitted a Recreational Trails Program (RTP) grant application through the Florida Department of Environmental Protection’s Office of Greenways & Trails on May 31, 2025. The RTP application—titled F Road Multi-Use Trail Extension and Connectivity Improvements—requests \$450,000 with a 20 percent local match to extend the existing trail northward toward North Road and improve safety, drainage, and signage along the corridor.

The RTP submittal was developed concurrently with the Resilient Florida and Florida Commerce RIF applications so that the Town could cross-cover the connectivity and drainage elements of the same corridor in multiple eligible programs. Portions of the F Road and North Road connectivity are therefore reflected not only in the recreation funding requests (FRDAP and RTP) but also in the resilience and infrastructure grants—specifically RIF #12370005 (North Road Improvements) and Resilient Florida Control Structure and Basin Divide Improvements. This integrated approach strengthens overall scoring and leverages multiple state and federal cost-share opportunities for the same multi-benefit corridor. We have not yet been notified on Resilient Florida, FDEP and on FRDAP submittals.

Solid Waste Authority (SWA) Community Grant Submittals

The Town plans to submit two grant applications totaling \$330,000 to the Solid Waste Authority (SWA) of Palm Beach County under its Community Recycling and Beautification Program in November. The first, the CRANE Initiative (Community Recycling and Connectivity Nodes Enhancement), supports recycling education and collection improvements at key public and trail-access points throughout Town. The second, the Okeechobee Corridor Beautification and Amenities Project, seeks funding for decorative banners, landscaping, and small-scale public amenities at major intersections along Okeechobee Boulevard. Both projects advance the Town’s corridor identity, litter reduction, and environmental education goals while leveraging local partnerships and matching contributions through Public Works.



155 F Road Loxahatchee Groves, FL 33470

| Grant Title / Program | Amount Requested | Local Match / In-Kind | Purpose / Description |
|---|------------------|--|---|
| CRANE Initiative – Community Recycling & Connectivity Nodes Enhancement | \$180,000 | \$45,000 (in-kind site prep, signage, and maintenance) | Installation of small “Recycling & Connectivity Nodes” at Town Hall, North Road, and trail intersections; recycling bins, educational signage, and minor site improvements to promote community recycling and litter reduction. |
| Okeechobee Corridor Beautification & Amenities Project | \$150,000 | \$35,000 (in-kind landscaping and staff labor) | Purchase and installation of banners, landscaping, and small amenities (for instance, planters) at major Okeechobee Boulevard intersections to enhance corridor identity and community pride. |

We were awarded \$18,000 of amounts requested.

FY 2026 Legislative Appropriations Requests

The Town will reaffirm and resubmit the same appropriations requests approved and filed last year, with updated documentation and current-year cost estimates. These projects remain consistent with the Town’s Local Mitigation Strategy priorities and the State’s resilience and infrastructure funding objectives. The FY 2026 appropriations requests submitted included:

1. **Loxahatchee Groves Control Structure Resiliency Improvements:** (LFIR #2065, HSE #1771) Funding would be for the construction, repair, and improvements to the pump station and three critical water control structures on Southern Blvd to maintain water levels, prevent flooding, protect agriculture, and safeguard local infrastructure. These improvements strengthen long-term water-management reliability, support agricultural and equestrian operations, and reduce emergency response costs. The project also provides regional benefit by improving flood-control performance on the Southern Blvd corridor and supporting shared objectives with the SFWMD. This project is required to avert and mitigate flooding and potential storm damage and disaster--the control structures and single pump that the stormwater system relies upon are over 50 years old with significant unaddressed deferred maintenance. The project is shovel-ready, regionally significant, and aligns with SFWMD priorities, providing high value and low implementation risk.
 - o **Requested: \$750,000**
 - o Match: 50%
 - o Sponsors: Senator Harrell, Representative Weinberger

2. **Loxahatchee Groves Stormwater System Rehabilitation Phase III:** (LFIR #2066, HSE #1772) Phase III will include improvements at canal junctions, pump stations, control structures, and public culvert crossings. The Town has identified high priority repairs for culverts, swales and catch basins on its major local roads, as well as over 200 potential locations needing improvements, including culverts and swales also needed on primary north-south connectors. This shovel ready project builds resiliency, enhances general public safety and access, flood responses, emergency operations and storm preparedness in rural areas by



155 F Road Loxahatchee Groves, FL 33470

maintaining access and flood protection for residential properties; protects municipal operations; preserves use of critical infrastructure, surface water pump stations, electrical transmission center and other utilities; protects first responder vehicles, vehicle storage areas, and roadways used by the first responders during states of emergency; reduces flood related safety hazards and immediate cost of damages and injuries; and reduces flood-related maintenance for roadways.

- **Requested: \$750,000**
- Match: 50%
- Sponsors: Senator Harrell, Representative Weinberger

These appropriations continue to align directly with the Town's top-ranked LMS projects and complement existing applications through Resilient Florida, RIF, and FEMA BRIC/HMGP programs. Coordination with local delegation members and legislative staff will ensure continuity of support and inclusion in the FY 2026 state budget.

Regional Coordination and Next Steps

Okeechobee Corridor & County Partnerships

- Active coordination with Palm Beach County on FY 2026 Okeechobee Corridor Feasibility Study for drainage, traffic calming, and rural safety as well as the County's Master Transportation Plan.
- Advancing traffic engineering support for rural standard design integration and equitable cost sharing. Also working towards greater attention to maintenance and drainage infrastructure issues that should be addressed by the County.
- Working with Palm Beach County Engineering and the Transportation Planning Agency (TPA) to explore future funding for crossings, culverts, roundabouts, and trail connections under both the Transportation Alternatives (TA) and Local Initiatives (LI) programs. The County's FY 2026 budget already includes a feasibility study for the Okeechobee Corridor, which will provide key data for the Town's future grant applications.
- TPA Transportation Alternatives Program: \$ 1.2 million Okeechobee Blvd Multi-Use Trail Project – not awarded.

Environmental and Restoration Grants:

- Pursuing Community Land Trust (CLT)-based tree mitigation and water-quality partnerships to enhance grant eligibility and implement stormwater nutrient reduction on 10 acres at Sites A, D, and Folsom.
- Evaluating new submittals for FDEP Water Quality Grant FL1327, SWAG FL0519, and Land and Water Conservation Fund (LWCF) to expand resiliency and open-space funding.



155 F Road Loxahatchee Groves, FL 33470

Federal Engagement

- Following up on USACE and USDA requests for data on the Loxahatchee Homes Rehab, Weir Rehab & Folsom Gates, and Canal Rehabilitation and Pumphouse Improvements projects— these align directly with top-ranked LMS submittals.

What Comes Next

- Follow up on FDEP Watershed Grant applications and 2026 Resilient Florida submittals, FRDAP and RTP grant applications.
- Monitor LMS Top-20 Priority Projects for funding announcements and prepare FEMA HMGP and BRIC applications submittals as windows open.
- Evaluate submissions for programs that directly reinforce the Town’s LMS priorities and ecological restoration goals:
 - **FDEM / HMGP** – Hazard Mitigation post-disaster grants.
 - **Land and Water Conservation Fund (LWCF).**
 - **FL1327 Water Quality Grant** – nutrient reduction.
 - **FL0519 SWAG Program** – stormwater nutrient reduction and green infrastructure.
- Formalize Community Land Trust tree mitigation framework to support future water-quality and restoration grants, particularly seeking at least 10 acres at Sites A, D, and Folsom.
- Update the public-facing Grant Tracker and Totals by Funding Source matrix for FY 2026 CIP update for applications and budget integration upon award.



Palm Beach County Fire Rescue

Loxahatchee Groves

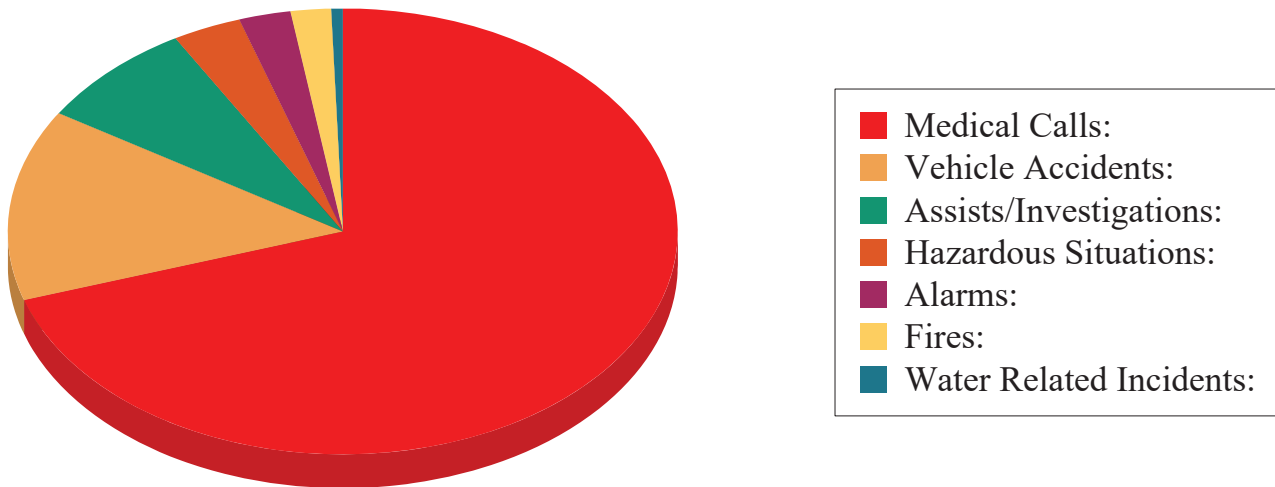
10/04/2025 to 01/04/2026

| Average Response Times | Disp Hand | Turnout | Travel | Resp Time |
|-------------------------|----------------|----------------|----------------|----------------|
| Emergency Calls: | <u>0:00:45</u> | <u>0:00:45</u> | <u>0:06:35</u> | <u>0:08:04</u> |

| <u>Type - Situation Dispatched</u> | <u># of Incidents</u> | <u>%</u> |
|------------------------------------|-----------------------|-----------------------|
| Medical Calls: | 109 | 69.87% |
| Vehicle Accidents: | 22 | 14.10% |
| Assists/Investigations: | 12 | 7.69% |
| Hazardous Situations: | 5 | 3.21% |
| Alarms: | 4 | 2.56% |
| Fires: | 3 | 1.92% |
| Water Related Incidents: | 1 | 0.64% |
| Total | <u>156</u> | <u>100.00%</u> |

Calls by Situation Dispatched

Loxahatchee Groves

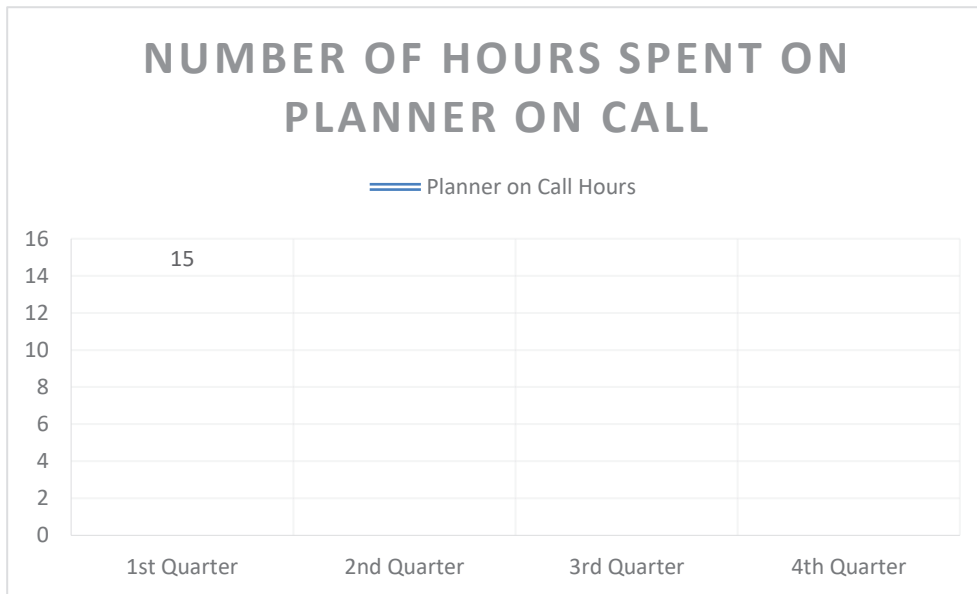


Planning and Zoning Division

The Planning and Zoning Division quarterly report is intended to inform the Town Council and the residents of various Planning and Zoning and Business Tax Receipt activities, as well as the most recent improvements in the overall processing of petitions and permits and handling of customer inquiry requests.

I. Planner on Call

Planner-On-Call is a customer service provided to answer questions and assist citizens regarding the Town’s Comprehensive Plan, Unified Land Development Code, and other planning topics. A staff member is available to meet with residents who walk in the office, call on the phone, or email questions to the Planner on Call email. This service is available Monday through Friday from 8:30 a.m. to 3:30 p.m.

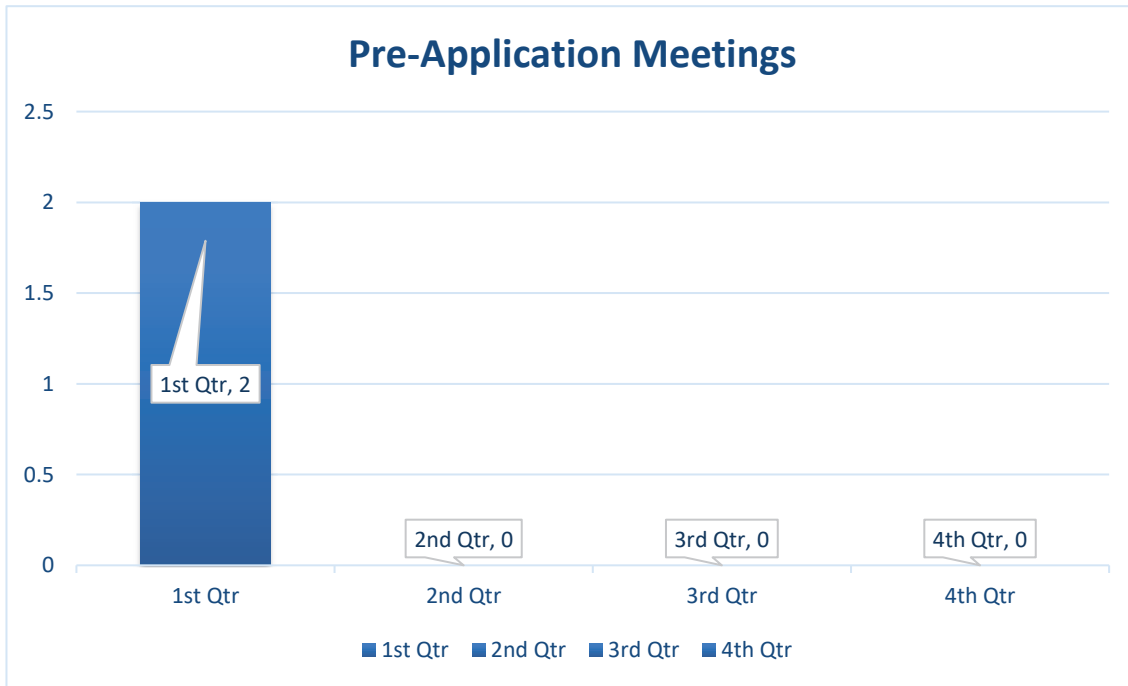


This service is being provided exclusively by Town Staff. The number of hours is stabilizing now that everyone is aware that staff is more familiar with the ULDC, the processing of petitions and responses being provided are more comprehensive and staff is training the users on how to obtain the necessary information independently rather than having to contact the Town. There were thirty-six (36) emails received during the 1st quarter and approximately half that number as phone calls. We try to direct the public to email their requests to ensure a quicker response and a better way to

monitor staff's time and energy spent on such inquiries.

2. Pre-Application Meeting Held Quarterly

The purpose of the Pre-Application Meeting is to offer applicants an interdepartmental staff review of preliminary or conceptual design applications. These meetings are intended to provide a better understanding of the Town's permitting process, and through early consultation, troubleshoot project issues for potentially complex development proposals. Planning application fee estimates may be provided to applicants based on the submitted project description. During the Pre-Application Meeting, the Community Standards Director serves as the lead facilitator with various employees and consultants at the meeting to address specific areas such as fire, police, engineering, and public works standards.



Petitions heard at Pre-Application meetings during the 1st Quarter

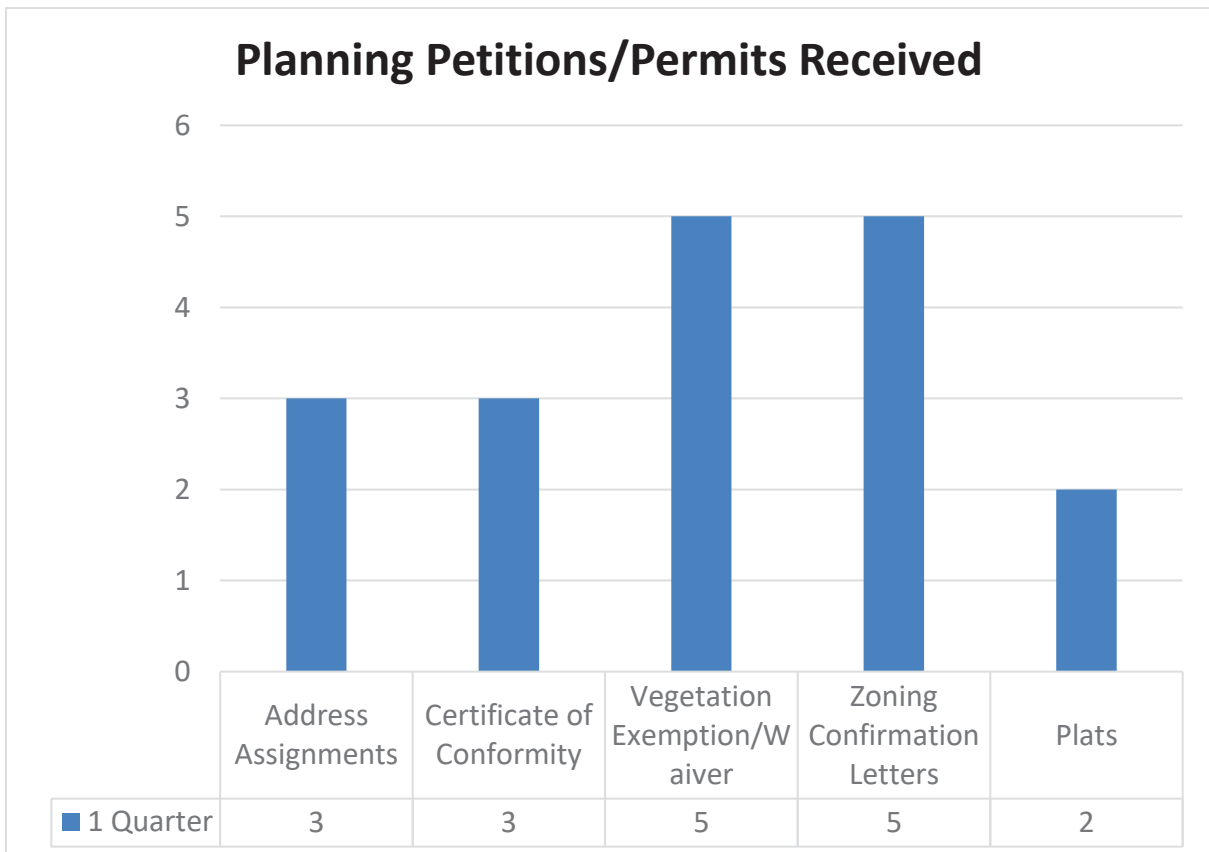
- 15731 Southern Blvd – Tractor Supply Store – Proposed Feed Center to replace the existing Storage Shed
- Northeast corner of Southern Blvd (State Rt 80) & Groves Town Ctr Dr (APN: 41-41-43-31-13-004-0000 - subdivide the property into three-four lots with tenants that will likely include a drive-thru coffee.

shop, another drive-through service restaurant, and an oil change shop.

Neither petition has been formally submitted to the Town.

3. Planning Petition and Permits by Type

Eighteen (18) Permits/Applications were filed during the 1st Quarter. Majority of petitions/permits were related to vegetation permits and zoning confirmation letters. However, two (2) private plat applications were filed. The first one was Southern Landscaping which was reviewed by the Town Council, and second one was the first administrative plat application for Groves Town Center modifying the plat to show FPL easements that have been recorded, adding text because the First Amended and Restated Declaration Regarding Maintenance Obligations and filling in blanks regarding the Fourth Amendment to the Declaration of Master Covenants because the documents had not yet been recorded when the plat was first filed.

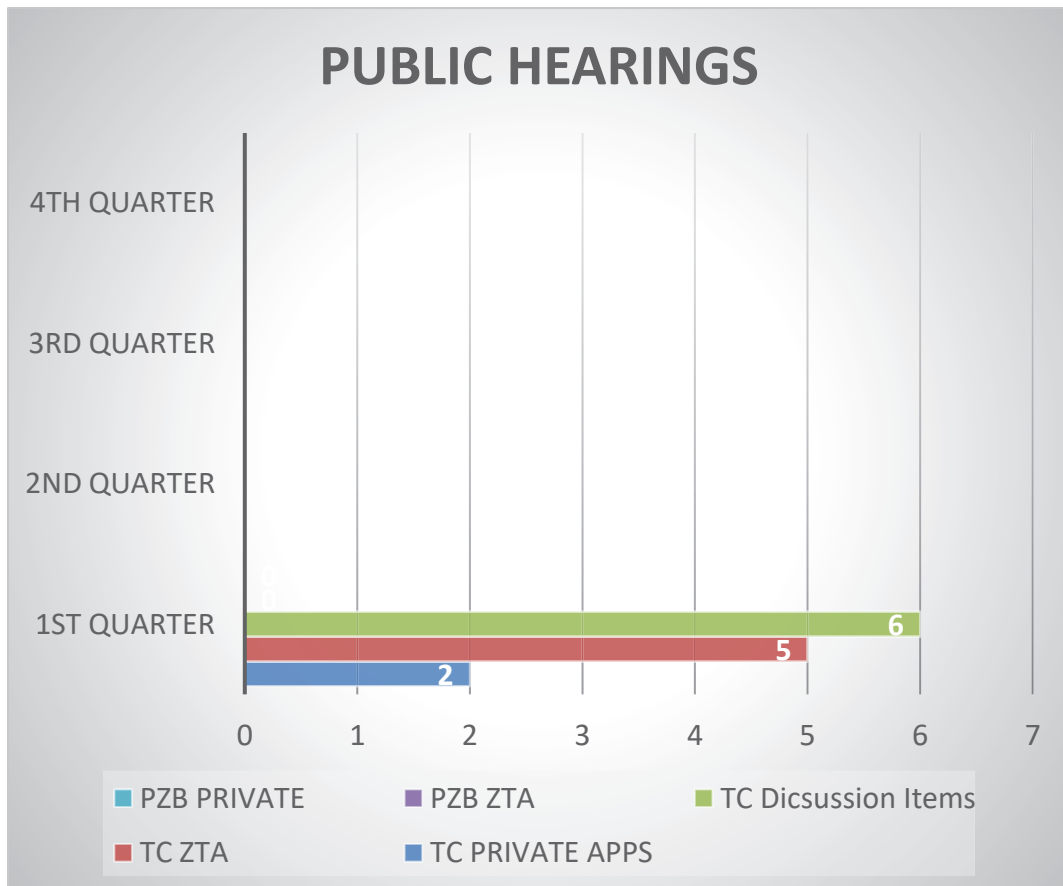


4. DRC Meetings Held July – September 2025

The Development Review Committee (DRC) ensures that development requests are processed with a minimum amount of delay, and that applicants are kept advised as to the status of their project. The DRC review is a three-step process. The first step determines if your application is complete and ready for review. The second step is for the applicant to explain their project to the DRC and to answer any questions from the DRC members. This step also provides an opportunity for the DRC members to review the project, generate comments and prepare a recommendation for the Planning and Zoning Board and/or Town Council. The last step is for the Project Manager to provide draft recommendations and conditions to the applicant and discuss with the applicant on agreement of the recommendations and/or conditions.

Petitions heard by the DRC during the 1st Quarter: None

5. Town Council and Planning and Zoning Board Hearings



During the First Quarter there were a total of five (5) meetings held by the Town Council which discussed Development Petitions. Two were private party requests – Specimen Tree Removal and Plat approval. The rest were Town initiated Zoning Text Amendments which took more than one meeting to be approved. (Lien Reduction, Tree Mitigation Trust Fund and Administrative Approval of Plats.) The Planning and Zoning Board did not meet in the 1st Quarter.

Business Tax Receipt Division

The Town's Code of Ordinances states, a local Business Tax Receipt (BTR) is required before engaging in any business in Loxahatchee Groves including home-based businesses and rental properties. Any person who maintains a permanent business location or branch office within Loxahatchee Groves or engages in or manages any business in Loxahatchee Groves must complete and apply to obtain a BTR. Such application shall be made by the owner, partner, or an officer of the business. Business Tax Receipts need to be renewed annually if the business is still active. As of January 27, 2026, there are three hundred sixty-seven (367) BTRs issued in the Town.

For the 1st Quarter, there were four (4) new businesses that opened:

- Angel Heart Ranch – 14339 Collecting Canal Road (Equestrian Boarding)
- MDO Builders Corp. – 2135 F Road (Contractor) Home Office
- Palm Beach Pediatrics 13475 Southern Blvd, Suite 202 (Professional Services)
- H3 Plumbing 3928 C Road - (Contracting) Home Office

Planning and Zoning and BTR Division Quarterly Summary – 4th Quarter 2025

Key Activities and Achievements:

- Improvement of Processes – The new code lien procedures were presented to the Town Council and adopted. Town Staff is implementing the new regulations.
- Improvement of Processes - The Code Compliance Division started an initiative and has been actively collecting Administrative Fees that were imposed by the Special Magistrate when a code compliance case was heard by the Special Magistrate. These fees are now being monitored by the Community Standards Department.

- Improvement of Communications - The Planning and Zoning Division updated the Town's website to include landscape management, site plan and pre-application process pages as well as starting a business page.
- Addition of Technology - The Business Tax Receipt Division updated the Town's website to provide instructions on how to use MGO since we went online with MGO on December 1, 2025, and to provide a sheet on BTR classifications.
- Improvement of Processes - The Planning and Zoning Division conducted two zoning and/or landscaping inspections to assist in quicker issuance of C/Os. These inspections were being done by the Town's consultants.
- Training and Employee Improvement - Management started a training and learning program with Community Standards staff and has held one (1) lunch and learn with the Property Appraiser's Office to discuss agricultural exemptions.

Key Trends:

- The number of Zoning Text Amendments has been affected by the adoption of Senate Bill 180 which prohibits the adoption of any development regulations which are more restrictive than those existing.
- The Community Standards Department has been receiving several public inquiries about whether properties within the Town's limits will allow uses that are not permitted such as warehouse and industrial use.

Public Works Quarterly Report for the First Quarter 2026

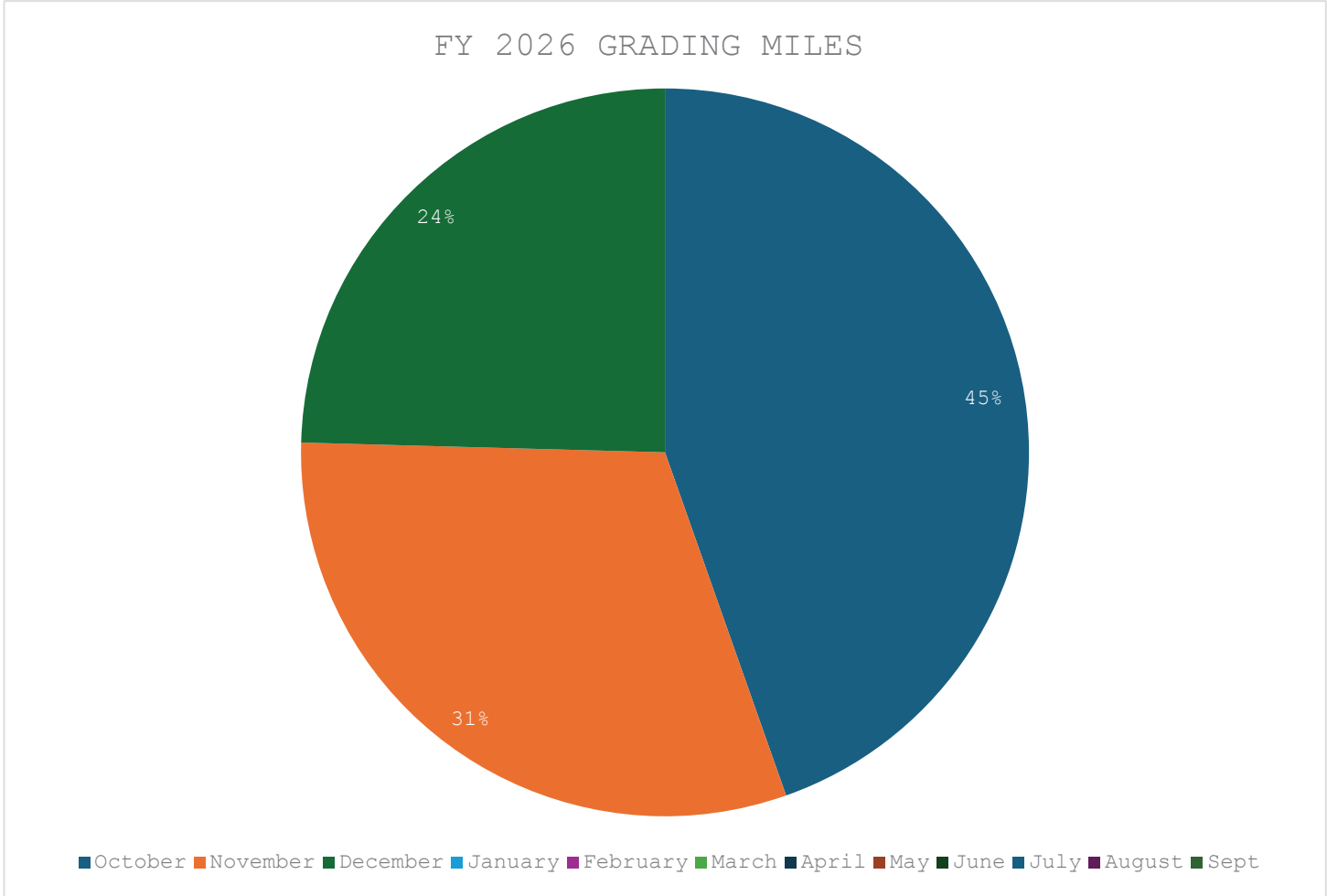
Craig Lower CDM – Public Works Superintendent

The Public Works Department is responsible for maintaining safe, quality roadways and drainage infrastructure for residents and visitors who live, work and travel throughout the Town. The purpose of this report is to highlight the projects and maintenance conducted throughout the Town during the first quarter of 2026. The department's responsibilities encompass performing all needed repairs & maintenance related to roadway system including right-of-way/easement mowing, tree trimming, (excluding privately owned roads), traffic control, bridges, drainage system & structures, and responding to emergencies in order to keep the roadways and drainage infrastructure safe and operational. Additionally, the Public Works Department is responsible for the emergency management function of the town including overseeing storm related debris removal and recovery functions. The Public Works Department relies on our vendors to provide products and cooperation and patience from the residents during construction projects. Public Works staff would like to acknowledge those residents who were affected by our work to improve the drainage and transportation needs of the Town.

Grading:

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

| Town of Loxahatchee Groves Public Works Grading Report 2026 (in miles) | | | | | | | | | | | |
|--|----------|----------|---------|----------|-------|-------|-----|------|------|--------|-----------|
| October | November | December | January | February | March | April | May | June | July | August | September |
| 84.26 | 58.24 | 46.42 | | | | | | | | | |
| | | | | | | | | | | | |



October 2025

| September '25 | | | | | | | November '25 | | | | | | |
|---------------|----|----|----|----|----|----|--------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 | | | | | | | 1 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 | 3 | 4 | 5 | 6 | 7 | 8 | |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 | 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 28 | 29 | 30 | | | | | 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| | | | | | | | 30 | | | | | | |

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

1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles
2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51
3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles
4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles
5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles

November 2025

| October '25 | | | | | | | December '25 | | | | | | | | | | |
|-------------|----|----|----|----|----|----|--------------|----|----|----|----|----|----|---|---|---|---|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S | | | | |
| | | | | 1 | 2 | 3 | 4 | | | | | 1 | 2 | 3 | 4 | 5 | 6 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | | | | |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | | | | |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | | | | |
| 26 | 27 | 28 | 29 | 30 | 31 | | 28 | 29 | 30 | 31 | | | | | | | |

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|---|--|---|---|--|--|---|
| 26 | 27 | 28 GRADING ZONE 1 ROADS BI-WEEKLY | 29 GRADING ZONE 2 ROADS WEEKLY | 30 MAKE UP DAY | 31 GRADING ZONE 1 ROADS BI-WEEKLY | 1 |
| 2 | 3 | 4 GRADING ZONE 1 ROADS BI-WEEKLY | 5 GRADING ZONE 2 ROADS WEEKLY | 6 GRADING ZONE 3 ROADS MONTHLY | 7 GRADING ZONE 1 ROADS BI-WEEKLY | 8 |
| 9 | 10 | 11 Veteran's Day | 12 GRADING ZONE 2 ROADS WEEKLY | 13 GRADING ZONE 4 ROADS MONTHLY | 14 GRADING ZONE 1 ROADS BI-WEEKLY | 15 |
| 16 | 17 | 18 GRADING ZONE 1 ROADS BI-WEEKLY | 19 GRADING ZONE 2 ROADS WEEKLY | 20 GRADING ZONE 5 ROADS MONTHLY | 21 GRADING ZONE 1 ROADS BI-WEEKLY | 22 |
| 23 | 24 GRADING ZONE 6 ROADS MONTHLY | 25 GRADING ZONE 1 ROADS BI-WEEKLY | 26 GRADING ZONE 2 ROADS WEEKLY | 27 Thanksgiving Day | 28 Day After Thanksgiving Day | 29 GRADING ZONE 1 ROADS BI-WEEKLY IF REQUIRED |
| 30 | 1 | <p>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.</p> | | | | |
| <p>1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles</p> <p>2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51</p> <p>3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles</p> <p>4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles</p> <p>5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles</p> <p>6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles</p> | | | | | | |

December 2025

| November '25 | | | | | | | January '26 | | | | | | | |
|--------------|----|----|----|----|----|----|-------------|----|----|----|----|----|----|---|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S | |
| | | | | | | 1 | | | | | | 1 | 2 | 3 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 | 5 | 6 | 7 | 8 | 9 | 10 | | |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | |
| | | | | | | 30 | | | | | | | | |

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|---|--------|---|---|--|--|----------|
| 30 | 1 | 2 GRADING ZONE 1 ROADS BI-WEEKLY | 3 GRADING ZONE 2 ROADS WEEKLY | 4 GRADING ZONE 3 ROADS MONTHLY | 5 GRADING ZONE 1 ROADS BI-WEEKLY | 6 |
| 7 | 8 | 9 GRADING ZONE 1 ROADS BI-WEEKLY | 10 GRADING ZONE 2 ROADS WEEKLY | 11 GRADING ZONE 4 ROADS MONTHLY | 12 GRADING ZONE 1 ROADS BI-WEEKLY | 13 |
| 14 | 15 | 16 GRADING ZONE 1 ROADS BI-WEEKLY | 17 GRADING ZONE 2 ROADS WEEKLY | 18 GRADING ZONE 5 ROADS MONTHLY | 19 GRADING ZONE 1 ROADS BI-WEEKLY | 20 |
| 21 | 22 | 23 GRADING ZONE 1 ROADS BI-WEEKLY | 24 Christmas Eve | 25 Christmas Day | 26 GRADING ZONE 1 ROADS BI-WEEKLY | 27 |
| 28 | 29 | 30 GRADING ZONE 1 ROADS BI-WEEKLY | 31 GRADING ZONE 2 ROADS WEEKLY | 1 GRADING ZONE 3 ROADS MONTHLY | 2 GRADING ZONE 1 ROADS BI-WEEKLY | 3 |
| 4 | 5 | <p>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.</p> | | | | |
| <p>1. Collecting Canal - A Rd - B Rd - E Rd - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles</p> <p>2. 161st Terr N - Lakeside Dr - 40th St N - 42nd St N - 44th St N - 40 St N - 147th Ave N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr TOTAL 6.51</p> <p>3. Ferris Ln - Morrow Ct - W B Rd - 17th Rd N - 24th Cir N - 24th Ct N - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N - 131 Terr N - 8th Pl N - Hyde Park Rd - Rackley Rd TOTAL 4.45 Miles</p> <p>4. 11th Terr - 21st Rd N - 25th Pl N - 30th Ct N - 34th Pl N - Bunny Ln - Gruber Ln - W D Rd - 11th Ln N - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N - 24th Ct N Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 4.754 Miles</p> <p>5. 22nd Rd N - 23rd Ct N - 24th Ct N (E) 35th Pl N - Biddix Rd - Casey Rd - Kazee Rd - March Cir - Ian Tr TOTAL 2.502 Miles</p> <p>6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - E Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.568 Miles</p> | | | | | | |

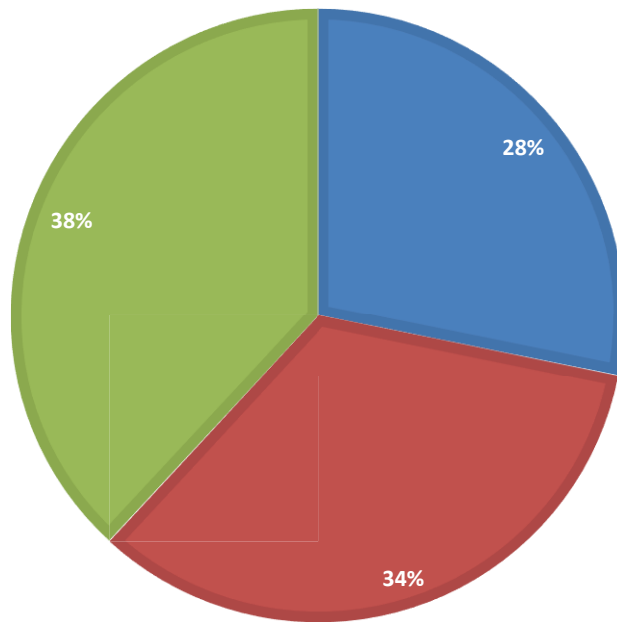
Mowing activities on Town roads and canal banks

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

| Town of Loxahatchee Groves Public Works Mowing Report 2026 (in miles) | | | | | | | | | | | |
|---|----------|----------|---------|----------|-------|-------|-----|------|------|--------|-----------|
| October | November | December | January | February | March | April | May | June | July | August | September |
| 123.7 | 148.34 | 167.9 | | | | | | | | | |
| | | | | | | | | | | | |

FY 2025 MOWING ACTIVITIES

■ October ■ November ■ December ■ January ■ February ■ March ■ April ■ May ■ June ■ July ■ August ■ September



Canal, Swale, and Culvert Maintenance, Roads Repairs:

The Public Works Department continues to actively monitor pavement conditions and perform asphalt repairs as necessary. The department recently completed the construction of the multi-use trail connecting Hyde Park to F Road, improving accessibility and recreational opportunities for the community. Crews are progressing with the widening of A Road as part of the Fiscal Year 2025/26 paving project, preparing the corridor for future improvements. Additionally, staff installed a new culvert pipe at the intersection of 147th and North Road to enhance drainage and roadway stability. Drainage improvements were also made along 161st and 160th, where crews removed dead vegetation and regraded the slope to ensure proper water flow. Routine maintenance efforts included pothole repairs throughout the town to maintain safe and reliable travel conditions.

Solid Waste:

There were seventy-two total complaints to Coastal between October 1, 2025, through December 31, 2025. Of the seventy-two complaints, eight were general service complaints, thirty-two of the complaints were from missed pickups. Thirty-two complaints were from yard waste calls. All of the yard waste complaints were due to resident piles being larger than the permitted six cubic yards. The missed pickup complaints were resolved within twenty-four hours. None of the complaints resulted in a contract violation and therefore no fines were assessed. The table below outlines the amount of vegetation removed from the Town since the start of the fiscal year.

| RESIDENTIAL CREDIT BY TONNAGE | |
|-------------------------------|-----------------|
| SCHEDULE OF ADJUSTMENTS | |
| 2025/2026 | VEG TONS |
| TOTAL VEG | 3,085.69 |
| OCTOBER 2025 | 379.05 |
| NOVEMBER 2025 | 395.86 |
| DECEMBER 2025 | 468.04 |
| JANUARY 2026 | |
| FEBRUARY 2026 | |
| MARCH 2026 | |
| APRIL 2026 | |
| MAY 2026 | |
| JUNE 2026 | |
| JULY 2026 | |
| AUGUST 2026 | |
| SEPTEMBER 2026 | |
| | |
| BALANCE REMAINING | 1872.74 |

Capital Improvements

FY 25 Paving Plan: Paving A Rd. from Collecting Canal Rd. to North Rd. This project continues to move forward. Notices have been sent out to the residents regarding the easements and community meetings have been held to discuss the project. This project will commence in stages. The first stage is to obtain the easements for the project. Staff are still working on obtaining all of the required easements. At this time nineteen of the twenty one required easements have been obtained. The attempt to contact residents continues and individual meetings are still being set up for them to discuss the project and complete the easement process. Staff continue the process of realigning the A Rd Canal bank in preparation for the drainage work. Staff has started the tree removal process to clear the easements for the swale work. The plan to begin the installation of the catch basins and culverts under A Rd after the vegetation is removed for the drainage to be installed once all the easements are secured. Once the road is completely prepped, it will then be paved.

FY25 Culvert Replacement: Huurr Homes will proceed with Work Order 1- F Rd/Collecting Canal/6th Ct N, with construction scheduled to begin by February 2026. The contractor has submitted all required project submittals, which have been reviewed and approved. Staff will be putting out large variable message boards to notify residents of the start date two weeks prior to the start date, informing them that the project will require the closure of F Rd / Collecting Canal / 6th Ct N for approximately one month to accommodate construction activities.

Following the completion of Work Order 1, Work Order 2 – Kerry Ln and F Rd are scheduled to begin next.

Work Order 3 – Folsom Rd and 25th Place North completed.

Work Order 4 – Bunny Ln and D Rd completed.

| TOWN OF LOXAHATCHEE GROVES CAPITAL PLAN | | | | | |
|---|------------|---------------------|------------------------|-------------------|----------------------------|
| Description | | Status | Budgeted Amount | Encumbered | Expected Completion |
| Road Paving Plan (overlay program) | | | | | |
| A South | 1.25 miles | Obtaining Easements | \$363,688.00 | | October 2025* |
| Collect Canal | 3.25 miles | Obtaining Easements | \$145,475.00 | | October 2025* |
| E North (gap) | 0.25 miles | Obtaining Easements | \$72,738.00 | | October 2025* |
| Folsom (gap) | 0.25 miles | Obtaining Easements | \$72,738.00 | | October 2025* |
| West 25 Street (gap) | 0.15 miles | Obtaining Easements | \$43,643.00 | | October 2025* |
| G west (gap) | 0.1 miles | Obtaining Easements | \$29,095.00 | | October 2025* |
| | | | \$727,377.00 | | |
| Road Rock Plan (rebuilding of roadbeds) | | | | | |
| 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 PO | \$10,000.00 | | September 2025 |
| Gate Repairs at 'A' | | Obtaining Quotes | \$10,000.00 | | TBD |
| Gate Repairs at 'Folsom' | | Obtaining Quotes | \$15,000.00 | | TBD |
| | | | \$35,000.00 | | |
| Swales & Culverts | | | | | |
| Swales, Catch Basins and Other Control Structures | | PO Obtained | \$350,000.00 | \$85,823.90 | September 2025 |
| South E and Citrus Drainage System (Without tree removal) | | In Design | \$25,000.00 | | TBD |
| Tangerine and Citrus Drainage System (Without tree removal) | | In Design | \$25,000.00 | | TBD |
| Miscellaneous culvert failures/emergency repairs (5-7 culverts) | | | \$240,000.00 | | |
| | | | \$640,000.00 | | |
| Specific Culvert Locations | | | | | |
| F Rd + Collecting Canal Culvert | | NTP Issued | \$436,000.00 | \$258,858.00 | October 2025 |
| Kerry Ln Culvert Bridge | | NTP Issued | \$140,000.00 | \$92,038.40 | February 2026 |
| Folsom and 25th Culvert Bridge | | Under Construction | \$80,000.00 | \$149,562.40 | July 2025 |
| Bunny Ln Culvert Bridge | | Under Construction | \$140,000.00 | \$74,781.20 | January 2026 |
| | | | \$796,000.00 | \$575,240.00 | |
| Repair and Maintenance Canals | | | | | |
| Canal Bank Stabilization (A Rd South 1.25 miles) | | On Schedule | \$200,000.00 | | February 2026 |
| | | | \$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 | | | | | |

Community Engagement

During the first quarter of 2026 the Public Works Department continues to consult residents, contractors, and engineers in assisting them in solving various problems brought to his attention. Many of the inquiries were regarding projects discussed at council meetings or items discovered on social media sites. This quarter there were complaints about flooding risk, all flooding was from the excessive daily rain. During that same period, the Public Works Staff engaged with the community clarifying work at project sites and assisting residents with issues as they arose.

Staffing

The Public Works Department is currently staffed with 11 full-time and 1 part-time employees.

There is one open position at this time; the list of positions is listed below:

- 1 – Superintendent of Public Works
- 1 – Public Works Coordinator
- 3 – Public Service Worker III
- 4 – Public Service Worker II
- 2 - Public Service Worker I
- 1 - Public Service Worker I (Part Time)
- 1 - General Service Worker I

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

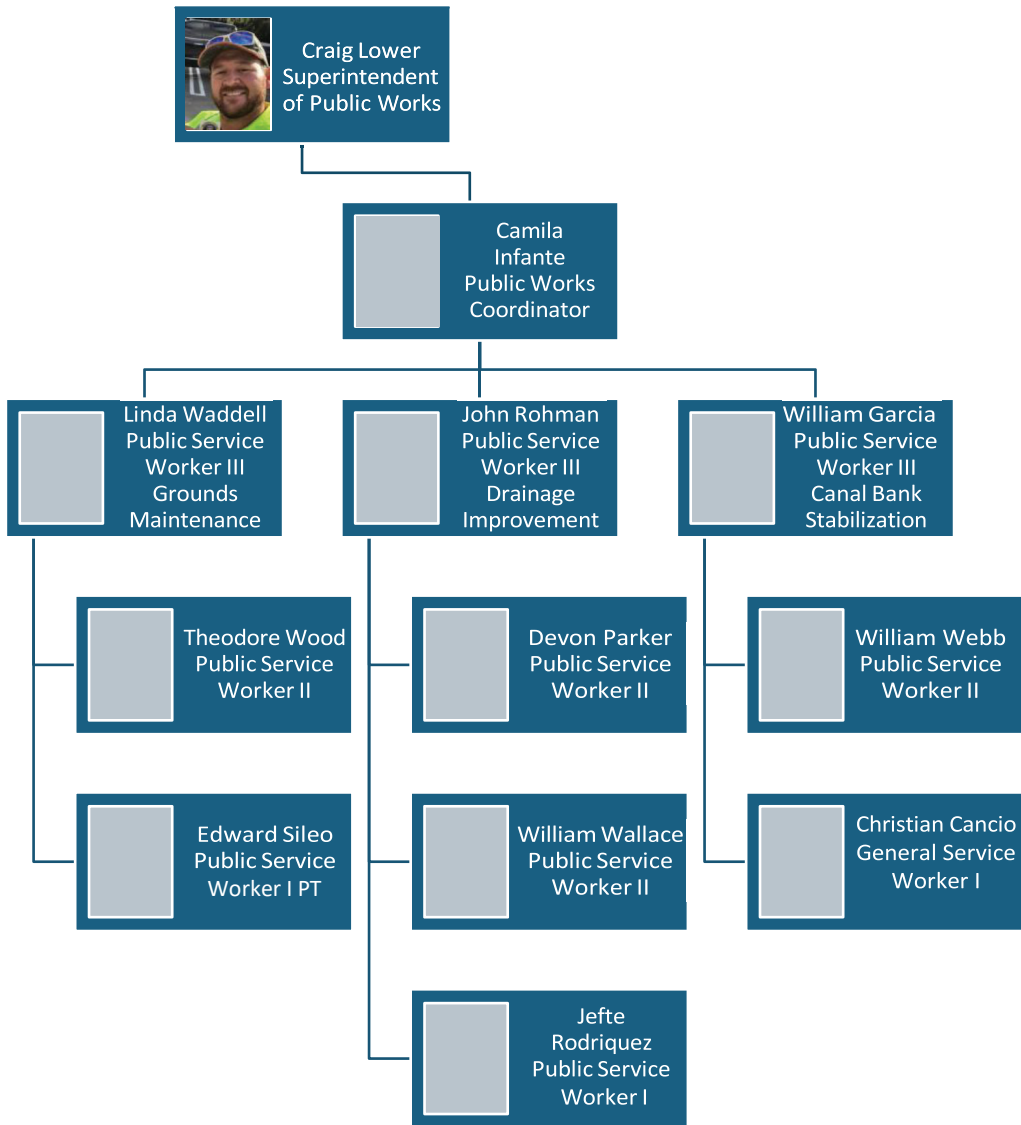
Ground Maintenance is responsible for mowing all canal banks and right of way paths and equestrian paths. This crew continues to be responsible for trimming and grubbing areas of the town that impede equipment, equestrians, or vehicle traffic throughout the Town. A portion of their responsibility is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

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

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

The Public Works is responsible for all of the components of the department and responsible for the individual crews. The Department works closely together to establish priorities considering the health, welfare, and safety of the residents and visitors first. Public Works Coordinator who assists the Superintendent with the administrative functions of the department.

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



Staff Training and Development

Public Works management continues to evaluate the talents of our staff and how the Town can enhance those talents to improve the abilities of that staff. Safety meetings continue to be held to discuss field issues pending and the concerns of the staff. At this meeting, a safety topic is discussed and covered to provide knowledge to the public works staff with the objective in reducing injuries on the job. Public works staff will be attending MOT Training for this year for roadside safety.

Chain saw safety training. Management is evaluating a CDL program to encourage employees to obtain their CDL to better serve the town and expand the resources available to drive the Town's larger equipment.

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

Equipment Mileage or Hours:

The water pump operated for a total of 86 hours during the first quarter of 2026. The water pump currently has 2,871.6 hours on it.

During that time Public Works consumed

2,424.2 gallons of Off-Road Diesel

301 gallons of Ultra Low Sulfur Diesel

773.8 gallons of 87 Octane Unleaded Fuel.

There was no equipment purchased or sent to surplus during the first quarter of 2026.

Fuel Consumption

| Town of Loxahatchee Groves Fuel Consumption | | | |
|--|-------------|--------------|----------------------|
| | Diesel Dyed | Diesel Clear | Unleaded (87 Octane) |
| October | 1157.5 | 109.2 | 366.2 |
| November | 544.4 | 57.4 | 166.6 |
| December | 722.3 | 134.4 | 241 |
| January | | | |
| February | | | |
| March | | | |
| April | | | |
| May | | | |
| June | | | |
| July | | | |
| August | | | |
| September | | | |
| Total | | | |

Vehicle List

| Town of Loxahatchee Groves Vehicle and Rolling Equipment Inventory | | | | | |
|--|--------------|--------------|---------------|------------------|-----------------------|
| Vehicle Number | Vehicle Year | Vehicle Make | Vehicle Model | Vehicle Type | Total Hours/ Miles |
| 0710 | 2007 | John Deere | 5325 | Bush Hog Tractor | 5,791.5 H |
| 1110 | 2011 | Ford | F450 | Utility | 85,303 M |
| 1111 | 2011 | Ford | F250 | Ext Cab | 60,255 M |
| 1201 | 2012 | Felling | FT-20-2 LP | Trailer | N/A |
| 1311 | 2013 | John Deere | 220D W | Excavator | 2,072 H |
| 1411 | 2014 | John Deere | 5055E | Bush hog | 3,792.3 H |
| 1412 | 2014 | New Holland | L225 | Loader | 564.9 H |
| 1510 | 2015 | John Deere | XUV855D | XUV | 1,518.6 H |
| 1511 | 2015 | Ford | F250 | Single | 66,850 M |
| 1512 | 2015 | John Deere | D105 | Lawn Tractor | 110.9 H |
| 1513 | 2015 | Scag | SH61V-25KVD | K1B00179 | 771.6 H |
| 1610 | 2016 | Ford | F250 | Crew Cab | 105,272 M |
| 1611 | 2016 | Ford | Explorer | SUV | 75,936 M |
| 1710 | 2017 | Ford | Escape | SUV | 89,561 M |
| 1711 | 2017 | Ford | F250 | Ext Cab | 83,910 M |
| 1810 | 2018 | Triple Crown | 5 x 10 | Trailer | N/A |
| 1910 | 2019 | John Deere | 5075E | Box Blade | 1,777.5 H |
| 2110 | 2021 | Kubota | M6S111D | Tractor | 2,934 H |
| 2210 | 2022 | Caterpillar | 450 | | 0 |
| 2211 | 2022 | John Deere | 620G | Grader | 4,220.6 H |
| 2212 | 2022 | Novae, LLC | Duel Axle | Trailer | N/A |
| 2301 | 2023 | Evergreen | Aspen | Tractor | 1,644 H |
| 2401 | 2024 | SANY | SY60C | Excavator | 716 H |
| 2501 | 2026 | Freightliner | Truck | Dump Truck | 5,025 M |
| | | Water Pump | | | 2,871.6 H |

Culvert and Catch Basin Replacement List

| Culverts & Catch Basin to Replace/Install | | | | | | | | | | | |
|---|---------------------|---------------------|--------------------------|-----------------------|--------------------|-----------------------|---------------------|--------------------|-------------|--------|---|
| Location/Reference | Pipe Cost | Mobilization | Associated Labor & Costs | Restoration Materials | Catch Basin Cost | Total | Bid Amount | Status | Size | Length | Summary |
| F Rd & Collecting Canal | \$198,000.00 | \$9,100.00 | \$33,500.00 | \$195,710.00 | | \$436,310.00 | \$258,858.00 | NTP Issued | 96"/72"/24" | 60' | Replace due to imminent failure |
| 958 Hyde Pak Rd | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | | \$6,745.20 | | Installed By Staff | 18" | 40' | Falling 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' | Falling 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 Okkeehobee | \$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 Forner Dr | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | | \$6,745.20 | | Staff to Complete | 18" | 40' | Pipe was covered when the road widened |
| 1531 W C Rd | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | | \$6,745.20 | | Staff to Complete | 18" | 40' | Pipe is to short going into canal, south side of property |
| 15030 Timberlane Pl | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | | \$6,745.20 | | Staff to Complete | 18" | 40' | Pipe is to short going into canal, south side of property |
| G Rd W & North Rd | \$4,902.80 | \$2,000.00 | \$2,530.00 | \$1,184.00 | | \$10,616.80 | | FY26 | 48" | 40' | Replace pipe for canal drainage |
| 100 Temple Dr | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | | \$6,745.20 | | Task Order 3 | 18" | 40' | Replace pipe for canal drainage |
| 125 Temple Dr | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | | \$6,745.20 | | Task Order 3 | 18" | 40' | Replace pipe for canal drainage |
| Folsom Rd & 25th St N | \$7,353.00 | \$2,000.00 | \$8,530.00 | \$1,184.00 | | \$19,067.00 | \$149,562.40 | NTP Issued | 48" | 60' | Culvert Replacement Plan |
| 14659 Collecting Canal Rd | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | | \$5,714.00 | | Completed | 18" | 40' | Repair and Extend pipe that buried from paving project |
| 12873 Collecting Canal Rd | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | | Task Order 2 | 18" | 40' | Install Catch Basin for FY23 paving |
| 12955 Collecting Canal Rd | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | | Task Order 2 | 18" | 40' | Install Catch Basin for FY23 paving |
| 13252 Collecting Canal Rd | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | | Task Order 2 | 18" | 40' | Install Catch Basin for FY23 paving |
| 14165 Collecting Canal Rd | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | | Task Order 2 | 18" | 40' | Install Catch Basin for FY23 paving |
| 14281 Collecting Canal Rd | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | | Task Order 2 | 18" | 40' | Install Catch Basin for FY23 paving |
| 14439 Collecting Canal Rd | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | | Task Order 2 | 18" | 40' | Install Catch Basin for FY23 paving |
| 14599 Collecting Canal Rd | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | | Task Order 2 | 18" | 40' | Install Catch Basin for FY23 paving |
| 14717 Collecting Canal Rd | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | | Task Order 2 | 18" | 40' | Install Catch Basin for FY23 paving |
| 15045 Collecting Canal Rd | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | | Task Order 2 | 18" | 40' | Install Catch Basin for FY23 paving |
| 15409 Collecting Canal Rd | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | | Task Order 2 | 18" | 40' | Install Catch Basin for FY23 paving |
| 3057 E Rd N | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | | Easement Issue | 18" | 40' | Install Catch Basin for FY23 paving |
| 3123 E Rd N | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | | Easement Issue | 18" | 40' | Install Catch Basin for FY23 paving |
| 3255 E Rd N | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | | Task Order 2 | 18" | 40' | Install Catch Basin for FY23 paving |
| 3509 E Rd N | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | | Easement Issue | 18" | 40' | Install Catch Basin for FY23 paving |
| 3635 E Rd N | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | | Task Order 2 | 18" | 40' | Install Catch Basin for FY23 paving |
| 3701 E Rd N | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | | Task Order 2 | 18" | 40' | Install Catch Basin for FY23 paving |
| 3766 E Rd N | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | | Easement Issue | 18" | 40' | Install Catch Basin for FY23 paving |
| 2365 Folsom Rd | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | | Easement Issue | 18" | 40' | Install Catch Basin for FY23 paving |
| 2585 G Rd W | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | | Task Order 2 | 18" | 40' | Install Catch Basin for FY23 paving |
| 2659 G Rd W | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | | Task Order 2 | 18" | 40' | Install Catch Basin for FY23 paving |
| 2763 G Rd W | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | | Task Order 2 | 18" | 40' | Install Catch Basin for FY23 paving |
| 13038 North Rd | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | | Easement Issue | 18" | 40' | Install Catch Basin for FY23 paving |
| 15565 CC Rd | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | \$7,802.17 | Task Order 1 | 18" | 40' | Install Catch Basin and Culvert FY25 paving |
| 15665 CC Rd | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | \$7,802.17 | Task Order 1 | 18" | 40' | Install Catch Basin and Culvert FY25 paving |
| 15801 CC Rd | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | \$7,802.17 | Task Order 1 | 18" | 40' | Install Catch Basin and Culvert FY25 paving |
| 15897 CC Rd | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | \$7,802.17 | Task Order 1 | 18" | 40' | Install Catch Basin and Culvert FY25 paving |
| 15961 CC Rd | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | \$7,802.17 | Task Order 1 | 18" | 40' | Install Catch Basin and Culvert FY25 paving |
| 915 A Rd | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | \$7,802.17 | Task Order 1 | 18" | 40' | Install Catch Basin and Culvert FY25 paving |
| 1062 A Rd | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | \$7,802.17 | Task Order 1 | 18" | 40' | Install Catch Basin and Culvert FY25 paving |
| 1180 A Rd | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | \$7,802.17 | Task Order 1 | 18" | 40' | Install Catch Basin and Culvert FY25 paving |
| 1470 A Rd South | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | \$7,802.17 | Task Order 1 | 18" | 40' | Install Catch Basin and Culvert FY25 paving |
| 1470 A Rd | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | \$7,802.17 | Task Order 1 | 18" | 40' | Install Catch Basin and Culvert FY25 paving |
| 1688 S Rd | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | \$7,802.17 | Task Order 1 | 18" | 40' | Install Catch Basin and Culvert FY25 paving |
| 1814 A Rd | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | \$7,802.17 | Task Order 1 | 18" | 40' | Install Catch Basin and Culvert FY25 paving |
| 1858 A Rd | \$1,031.20 | \$2,000.00 | \$2,530.00 | \$1,184.00 | \$2,102.00 | \$7,816.00 | \$7,802.17 | Task Order 1 | 18" | 40' | Install Catch Basin and Culvert FY25 paving |
| Total | \$465,581.00 | \$143,100.00 | \$212,770.00 | \$476,030.00 | \$79,876.00 | \$1,340,233.80 | \$676,668.21 | | | | |

Future Plans and Priorities

Currently the Public Works staff are developing an evaluation of the Towns complete infrastructure. The purpose is to deliver a comprehensive list to the Town Council and residents on the expansive work that needs to be completed to ensure adequate drainage of properties and streets in the Town as well as a road map of the future capital improvements that will be required over the next 10 years. The gravity of the work required to bring this town to a point that items can be maintained in not completely understood by some. The intent of this project is to bring clarity to all of the residents of the Town. Over the past year staff has worked on replacing all of the legally enforceable signs located throughout the Town. Staff have installed over numerous stop signs, and speed limit signs with the forecast to continue to install stop and other legally enforceable signs as budgets allow. Included in our upcoming sign campaign if to install or replace the Horse Right of Way signs, updated school zone signs, as well as other directional and trail signage throughout the town as our budget allows. Crews will continue to remove exotic debris from the canal banks to facilitate travel along the canal banks for pedestrian and equestrian trails. Staff will continue to replace collapsed and unsafe culvert pipes throughout the town as they are identified.

Communications

Staff developed the newsletter schedule, content forecast, and staff expectations for article submittal. The first newsletter will be launched in January 2026.

Community Engagement/Special Event

The Town Clerk's Office supported and coordinated community-focused initiatives that enhanced civic engagement and interagency collaboration. Staff played a key role in the planning and execution of the Town's November 8 Veterans Day and Founders Day event, coordinating with participating agencies, organizations, performers, and community partners. This included collaboration with the Florida Forest Service, local and regional organizations, ceremonial participants, and community entertainers. Staff also facilitated community raffles and partnerships with local businesses, and custom event materials, and coordinated donated items from community partners. These efforts strengthened relationships with local businesses, nonprofit organizations, and residents while supporting meaningful community recognition and outreach. Furthermore, staff prepared for the annual distribution of "Holiday Gratitude Baskets". Additionally, staff supported the planning of the employee Thanksgiving and Holiday party.

Customer Service and Finance Support Operations

The Customer Service/Data Entry Specialist continued to provide critical operational support to the Finance function through accounts payable, accounts receivable, cost recovery, and front desk administrative activities. In Accounts Payable, staff monitored and recorded incoming invoices within the A/P system, established organized tracking folders by supervisor and payment method, and implemented online invoicing for participating vendors to improve visibility and invoice tracking. Additionally, a new Credit Card Purchase Form was developed to enhance documentation, consistency, and internal controls.

In Accounts Receivable, staff created new payment intake forms to improve the efficiency and accuracy of receivables processing. Checks were received and deposited in a timely manner, and all payments were tracked and recorded to ensure accurate and complete financial records.

Significant progress was made in the management of cost recovery accounts. Staff conducted a comprehensive review of all active cost recovery accounts for accuracy and completeness and created both physical and electronic files containing supporting documentation for each account. One-on-one assistance was provided to residents to address inquiries related to cost recovery invoices. In collaboration with the Finance Director and the Building Department, staff reviewed FDAs and Right-of-Way charges, developed a new cost recovery intake form to improve transaction tracking and interdepartmental communication, and created standardized email templates and tracking tools to monitor account activity and balances.

At the front desk and in an administrative support capacity, staff completed reconciliation reports for building transactions, detailed transaction activity, permit payments, and related financial records. A centralized "Sheets and Forms" binder was created to improve access to frequently used documents, and meeting scheduling support was provided to senior staff as requested.

Several initiatives remain ongoing, including the development of a cost recovery close-out form and a refund request form for accounts requiring reimbursement. Staff continue to update cost recovery accounts, generate invoices as needed, record missing transactions to the appropriate general ledger accounts, and actively monitor both cost recovery balances and the billing email inbox to ensure timely processing of incoming invoices. These efforts support accuracy, accountability, and continuity across financial operations.

Election

In preparation for the March 2026 Municipal Election, the Town Clerk's Office continued ongoing training and election administration activities to ensure full compliance with applicable election laws. Preparatory efforts included the review of election-related contracts, preparation of required notices and legal advertisements, and development of candidate qualifying packets in advance of the qualifying period.

During the qualifying period, the Clerk's Office successfully qualified five candidates to run for municipal office. The Clerk's Office will continue ongoing training, preparation of required notices, and timely website updates to support transparency, accuracy, and full compliance throughout the remainder of the election cycle.

Human Resources & Risk Management Support

The Town Clerk's Office continued to oversee all Human Resources operations this quarter, with the Town Clerk serving in the role of Human Resources Director. Human Resources efforts were focused on staffing support, regulatory compliance, benefits administration, and organizational effectiveness.

During the reporting period, multiple new employees were onboarded, and several employment status changes were processed in accordance with established policies and procedures. Recruitment activities continued for current vacancies, including the coordination and participation in interviews to support timely and effective hiring.

Human Resources coordinated with the Florida Retirement System (FRS) to determine appropriate enrollment plans for employees and supported staff through the annual health insurance renewal process by collecting, reviewing, and processing required documentation. Information was also collected to support employee participation in the Town's wellness program. Workers' compensation claims were managed as needed, and compliance efforts included auditing the completion of mandatory ethics training to ensure adherence to statutory requirements. Additionally, a comprehensive vehicle inventory audit was conducted to ensure records were current and prepared for submission to the Florida League of Cities.

The Town Clerk's Office continued its collaboration with Actuate Consulting to support organizational planning and development. Efforts included ongoing coordination related to potential workshops focused on Council priority alignment, leadership development for executive

staff, and DISC assessments for support staff. Additionally, the required CMS Medicare Part D Creditable Coverage Report was completed, ensuring continued compliance with federal reporting requirements.

Information Technology (IT)

The Town's third-party IT consultant, Node 0, completed several initiatives to support operational reliability and cybersecurity. Network infrastructure upgrades were performed at the Public Works facility, including the replacement of network equipment and the installation of additional security cameras in the garage to enhance system stability and monitoring capabilities. Node 0 also deployed and configured multiple workstations for new employees, ensuring systems were fully operational upon onboarding.

In addition, Node 0 continued cybersecurity awareness efforts with Town staff, reinforcing password best practices and providing guidance on identifying and avoiding common phishing threats. These efforts have resulted in measurable improvements in user awareness and overall security posture.

Records Management and Digitization

To enhance efficiency and accessibility, the Town entered into a records management contract with Laserfiche and Advanced Data Solutions (ADS) to streamline the electronic transfer, storage, and retrieval of public records.

The records management project has formally commenced. Initial efforts are focused on configuring backend system templates, developing electronic workflows, and eliminating the Town's reliance on off-site storage at the Iron Mountain facility. The Town is currently collaborating with Advanced Data Solutions to design and implement standardized workflows and document templates.

To date, 25 boxes of records have been retrieved from Iron Mountain and collected by Advanced Data Solutions for scanning and digitization. Upon completion of this phase, the Town will schedule the pickup of an additional approximately 111 boxes from Iron Mountain. This effort is expected to fully clear the off-site storage facility and result in ongoing annual cost savings.

Concurrently, staff are developing a structured schedule for the transfer of existing electronic files into Laserfiche. This includes establishing an appropriate filing structure, applying required retention schedules, and ensuring compliance with state records management requirements. The goal is to ensure electronic records are migrated in an organized, secure, and sustainable manner.

Following the elimination of Iron Mountain storage, the next phases of the project will include the digitization of remaining records housed at Town Hall, followed by records maintained at the Public Works facility. This phased approach ensures continuity of operations while advancing the Town's long-term records management and compliance objectives.

Training and Professional Development

The Office of the Town Clerk continues to prioritize staff development and succession planning through targeted training and professional certification programs.

At the start of the fiscal year, the Town Clerk will commence the Florida Certified Professional Clerk (FCPC) Program in partnership with the John Scott Dailey Florida Institute of Government. This eight-month, intensive leadership program is designed for experienced municipal clerks and focuses on high-level organizational leadership, critical thinking, conflict management, and navigating the evolving municipal environment.

Through the International Institute of Municipal Clerks (IIMC), the Town Clerk will continue progress toward obtaining the Master Municipal Clerk (MMC) designation. In support of succession planning efforts, the Town Clerk is providing training and support to the Assistant to the Town Clerk/Board Clerk to pursue the Certified Municipal Clerk (CMC) designation, with coursework to be completed to fulfill certification requirements.

With the recent integration of Laserfiche, both the Town Clerk and the Assistant to the Town Clerk/Records Coordinator will attend Laserfiche Empower, a training conference which will provide opportunities to develop technical skills, engage with peers, and explore practical applications of process automation and artificial intelligence to improve operational efficiency.

Records management remains a top departmental priority. Accordingly, the Town Clerk and the Assistant to the Town Clerk/Records Coordinator will attend a records management conference required as part of the application process for the Florida Certified Records Manager (FCRM) certification through the Florida Records Management Association.

Additionally, in recognition of expanded responsibilities and demonstrated performance, the Receptionist/Data Entry Clerk has been approved for membership in the Florida Government Finance Officers Association (FGFOA). This membership will provide opportunities for professional networking, exposure to current financial trends, and increased awareness of relevant issues that support the Town's financial operations.

The Clerk's Office continued to invest in staff development and operational improvement through targeted training and professional engagement. During the quarter, staff participated in a Palm Beach County Municipal Clerks Association meeting, Red Speed Training, Social Media Archive training, and Simplifile online recording training. The implementation of the Simplifile system during this period significantly improved recording efficiency, with many documents processed and recorded on the same day. These training efforts supported increased proficiency, compliance, and the effective adoption of new systems and technologies.

Cash Disbursement Report

October 1, 2025 - December 31, 2025

| Vendor | Over \$25k Paid | |
|---|------------------------|---|
| Coastal Waste & Recycling | \$ 225,426.12 | <i>Provides solid waste and recycling collection services</i> |
| Florida Municipal Insurance Trust | 207,719.00 | |
| PBSO(Palm Beach Sheriffs Office) | 113,337.84 | <i>Offers law enforcement services to the town.</i> |
| D. S. Eakins Construction Corp. | 110,710.00 | |
| | | |
| Keshavarz & Associates | 68,959.60 | <i>Serves as the town's engineer, providing civil engineering services. Primarily handles canal, road, and drainage design projects., including support for grant applications and funding.</i> |
| Florida Division of Retirement (FRS) | 57,766.28 | |
| Engenuity Group, Inc. | 56,639.50 | <i>Handles canal, road, and drainage design projects.</i> |
| Odums Sod, Inc. | 55,147.50 | |
| Florida Blue | 54,746.33 | |
| Palm Beach Aggregates, LLC | 44,890.62 | <i>Supplied materials such as rocks for road maintenance.</i> |
| Projected Point, Inc | 39,123.00 | <i>Accounting, budgeting and finance services.</i> |
| Huurr Homes, LLC | 36,153.58 | |
| Morgan Stanley | 35,000.00 | |
| Vetted Security Solutions LLC | 34,932.00 | |
| Torcivia Donlon Goddeau & Ansay PA | \$ 25,489.57 | <i>Acts as the town attorney, offering legal services.</i> |
| | | |
| | Over \$10k Paid | |
| Superior Drainage Products, Inc. | \$ 24,068.50 | |
| Geoffrey B Sluggett & Associates Inc | 22,500.00 | |
| Actuate Consulting, LLC | 16,750.00 | |
| Ronald L. Book P.A. | 16,249.98 | |
| PrideStaff, Inc | 14,454.65 | |
| Toshiba America Business Solutions, Inc | 12,347.74 | |
| Aquatic Vegetation Control Inc | 12,315.00 | |
| Everglades Equipment Group | 10,738.52 | |
| Palmdale Oil Company Inc | 10,492.10 | |
| CGP Agency, LLC | \$ 10,022.48 | |

All candidates were provided with a flyer discussing the sign regulations when they qualified as a candidate and Town Staff within the past few days has spoken with all the candidates about appropriate sign location. However, the Town Council can instruct staff to take different action in regard to signage in the right of way including leaving all signs in the location where they are installed.

Recommendation/Motion:

Receive and File

Attachments:

1. Sign Code

| | |
|-------------------------------|---|
| Sign face area | 6 sq. ft. (max) |
| Number of signs (maximum) | 1 per street frontage |
| Height | 6 feet (max) |
| Other restrictions | Sign(s) shall be removed within six weeks after election or final decision on issue (if applicable) |
| Attached/freestanding or both | Freestanding |

visited or called Town Hall to seek clarification. Town Staff believes their attempts to clear the sight triangles is a worthy endeavor to avoid possible accidents and/or injuries or deaths.

Fiscal Impact:

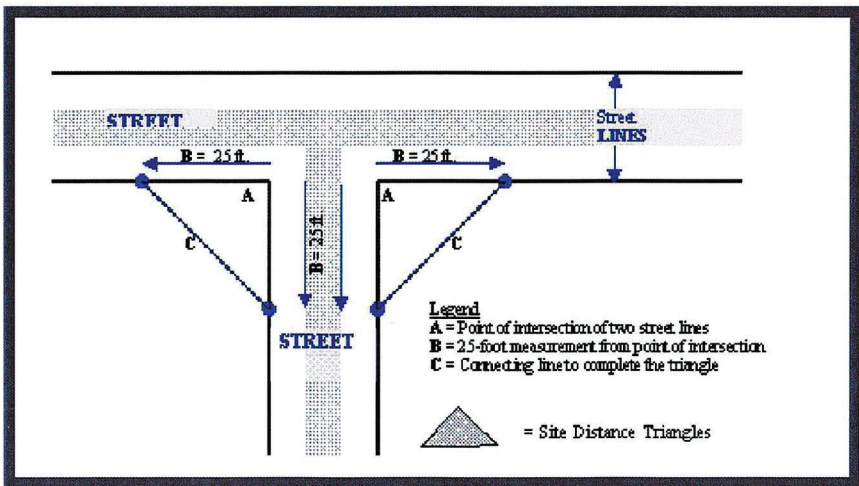
None.

Recommendation/Motion:

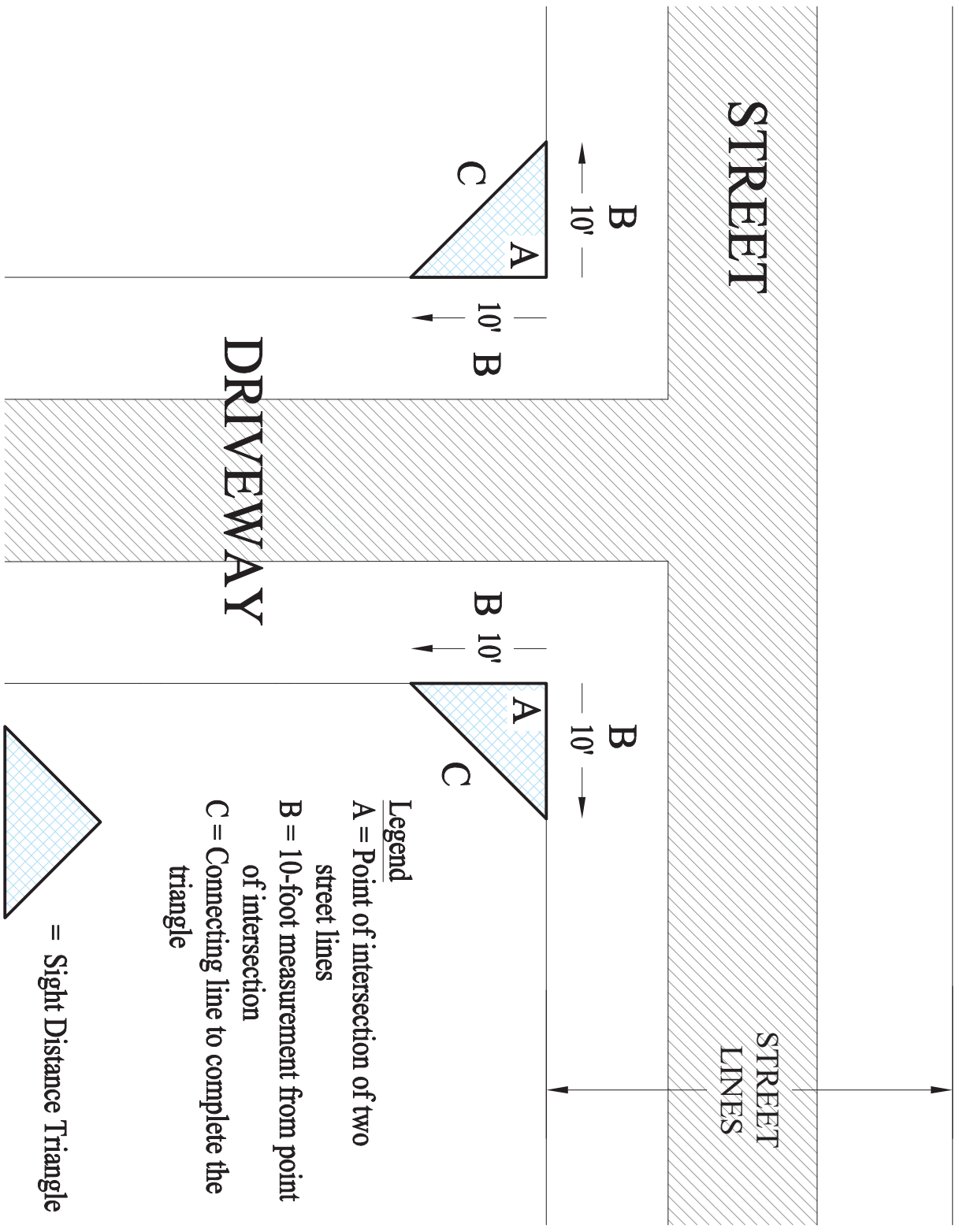
Continue to enforce the Town's line of sight regulations

Section 105-005. - Sight distance triangle.

- (A) The Town hereby establishes a mandatory sight distance triangle for the purposes of ensuring adequate cross visibility at the following types of intersections:
 - (1) *Intersection of driveway and street.* Where a driveway intersects a street, the triangular area of property on both sides of a driveway, measured ten feet from the intersection, and on the street line, measured ten feet from the intersection, shall form two legs of the sight distance triangle, and the third side being a line connecting the ends of the two other sides.
 - (2) *Intersection of trail and street.* Where a trail intersects a street, the triangular area of property on both sides of a trail, measured ten feet from the intersection, and on the street line, measured ten feet from the intersection, shall form two legs of the sight distance triangle, and the third side being a line connecting the ends of the two other sides.
 - (3) *Intersection of two streets.* Where two streets intersect, the triangular area of property on all sides of the intersection, measured 25 feet from the intersection, and on the street line, measured 25 feet from the intersection, shall form two legs of the sight distance triangle, and the third side being a line connecting the ends of the two other sides.
- (B) Within any sight distance triangle described in paragraph (A), above, it shall not be permissible to install, set out or maintain, or to allow the installation, setting out or maintenance of, either temporarily or permanently, any vehicular parking space, sign, fence or wall, hedge, shrubbery, tree, earth mound, natural growth or other obstruction of any kind which obstructs cross-visibility at a level between 30 inches and eight feet above the level of the center of the adjacent intersection except that:
 - (1) Fences or walls within the sight triangle can be constructed in such a manner as to provide adequate cross-visibility over or through the structure between 30 inches and eight feet in height above the driving surface.
 - (2) Trees having limbs and foliage can be trimmed in such a manner that no limbs or foliage extend into the area between 30 inches and eight feet above the level of the center of the adjacent intersection.
 - (3) Fire hydrants and public utility poles are permissible.
 - (4) Street markers and traffic control devices are permissible.



Example of Site Distance Triangle





30TH ANNIVERSARY CELEBRATION

4:30 - 5:30PM **VIP EXPERIENCE GRANDE BALLROOM**

4:30 - 5:45PM **56ACE BAND**

5:45PM **WELCOME - AMPHITHEATER**

Mayor Michael J. Napoleone

Vice Mayor Tanya Siskind

Councilman John T. McGovern

Councilwoman Maria Antuña

Councilwoman Amanda Silvestri

National Anthem

Historical Video

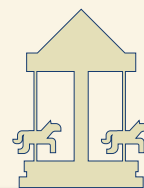
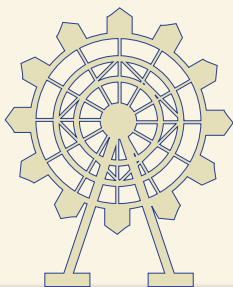
6:10 - 7:45PM **DON'T STOP BELIEVIN' BAND**

8:10 - 9:50PM **TURNSTILES BAND**

9:55PM **FIREWORKS - PROMENADE**

Turnstiles Playing Piano Man





JANUARY 2, 2026
5PM - 10PM
 12100 Forest Hill Boulevard



**30TH ANNIVERSARY
 ACTIVITIES**

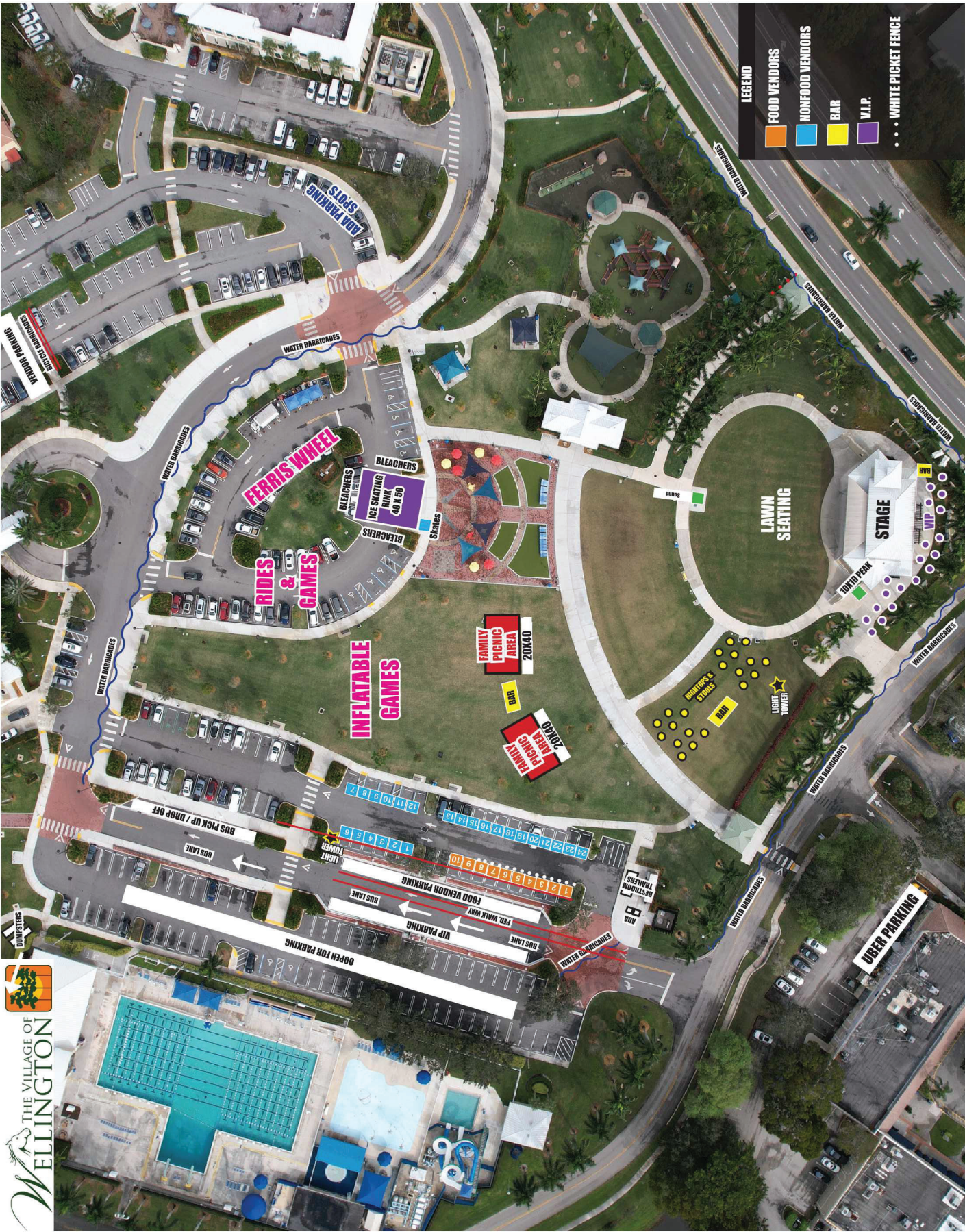


ACTIVITIES

- Ice Skating Rink • Carnival Rides • Ferris Wheel
- Fireworks • Food Vendors • Games
- Lakeside Market Vendors

LIVE MUSIC

- 56 Ace • Never Stop Believin • Turnstiles





EVENT SCHEDULE & TIMELINE

SETUP WINDOW

At this time, it appears that much of the event setup will need to take place on New Year’s Day, as several of our external vendors do not have adequate staffing available on New Year’s Day. As a result, Public Works may be asked to come in on New Year’s Day to assist with setting up tents and other essential items to ensure that all vendors have the resources they need to complete their preparations (pending management’s approval). We will finalize the setup date as we receive more information regarding external vendor availability.

EVENT TIMELINE

| <u>START TIME</u> | <u>END TIME</u> | <u>STAGE</u> |
|--------------------------|------------------------|---------------------------|
| 4:30PM | 5:45PM | 56Ace Band |
| 5:45PM | 6:00PM | Welcome (Village Council) |
| 6:10PM | 7:45PM | Don’t Stop Believin’ |
| 7:45PM | 8:00PM | Welcome (Village Council) |
| 8:10PM | 9:55PM | Turnstiles |
| 9:55PM | 10:00PM | Turnstiles Finale |
| 9:55PM | 10:00PM | Fireworks |
| 10:00PM | - | Event Concludes |



VENDOR COORDINATION

VENDOR SETUP WINDOW

Vendors who do not complete their setup on New Year's Eve or New Year's Day may begin setting up their assigned spaces on January 2 at 10:00 a.m. All vendors are required to be fully set up no later than 4:00 p.m. on January 2.

No exceptions will be permitted unless pre-approved by event management.

VENDOR CHECK-IN PROCEDURES

All vendors must check in upon arrival. The official check-in staff are:

- **Ian Williams – Vendor Check-In Lead (561)685-5686**
- **Heather Navarro – Vendor Check-In Lead (561)402-2806**

Check-in includes:

- Confirming booth assignment
- Issuing the vendor parking pass (dashboard placement required)

LOAD-IN LOCATION AND ACCESS

The designated load-in area is the parking lot closest to the pool. Vendors may temporarily park in this lot to unload equipment and materials.

Load-in vehicle access is permitted until 3:45 p.m.

At 3:45 p.m., all vendor vehicles must immediately be moved to the designated vendor parking area.

The walk distance from the load-in point to vendor booths is short; however, vendors are encouraged to bring handcarts or dollies for efficiency and safety.

VENDOR PARKING REQUIREMENTS

After unloading, vendors must park only in the designated vendor parking area near the Wellington Community Center (WCC). *(Please review the site map)*

This preserves the closer guest parking for residents and attendees.

A dashboard parking pass will be provided prior to the event and must remain visible for the duration of setup, the event, and teardown.



TENTS AND EQUIPMENT

The Village will provide all tents for all vendors.
Vendors are not permitted to bring their own tents.

Tents will be pre-installed in assigned vendor locations before vendors arrive on January 2.

- Vendors may bring:
- Table coverings
- Display racks
- Battery-powered lighting (optional)
- Hand carts/dollies

Vendors may not bring:

- Personal tents
- Large structures
- Any high-powered appliances not pre-approved

POWER AND ELECTRICAL GUIDELINES

Power access will be provided as follows:

- A generator will support the vendor area.
- Village-installed lighting will be available under each tent.
- One standard outlet will be provided per vendor.

Electricity is limited. Vendors must notify staff in advance of any additional power needs.

High-powered devices, warmers, cookers, or other high-draw equipment cannot be plugged into the standard outlet.

Vendors requiring these items must notify the Village before the event so appropriate accommodations can be arranged. Unauthorized use of high-draw devices may result in disconnection for safety reasons.

VENDOR-ONSITE CONDUCT AND EXPECTATIONS

Vendors must:

- Keep booth spaces clean and free of hazards
- Ensure cords are taped or managed safely
- Use only approved electrical sources
- Avoid blocking walkways or emergency access paths



TEARDOWN PROCEDURES

Teardown begins immediately after the event ends at **10:00 p.m.** on January 2.

Vehicle access will reopen only when the event area is declared safe and clear of pedestrians. Vendors must wait for staff direction before bringing vehicles into loading areas.

All equipment, materials, and inventory must be removed the night of the event. No overnight storage will be available.

Vendors are responsible for leaving their areas clean and free of debris before departing.



STAFF ROLES & RESPONSIBILITIES

COMMUNITY SERVICES

Jenifer Brito – Main Point of Contact for Event / Floater

Ian Williams – Floater / Vendors

Heather Navarro – VIP Experience / Vendors

Gus Ponce – Volunteers & Carnival Rides

Kyle Ostroff – Carnival Rides

Rick Febles – Point of Contact for Stage

Mannix Lopez – Stage Assistants

Keshawn Barker – Stage Assistants

Angelica Ramirez – Gaming Area

Maria Ramirez – Gaming Area

Geneeka Morris – VIP Experience

Ashley Hamzik – VIP Experience

PARKS & RECREATION

Michelle – Assisting with VIP Experience

Damien – Assisting with Carnival Ride Experience / Shuttles

Eric Juckett – Floater

VIA PRODUCTIONS

They will have 5 representatives at the event as well to assist where needed.



PUBLIC WORKS RESPONSIBILITIES

PUBLIC WORKS

- 20x20 Tent behind Amphitheater Stage
- 26 tents with bucket covers
- Bike barricades
- 26 Tables and (52) chairs
- Lighting Towers (2)
- Bistro Lights within Tents
- Generators
- VMS boards - (Jovanie)
- Trash Cans
- Dumpsters
- Spider Boxes
- Parking area blocked off for dignitaries (Cones) - Jovanie
- Public Works staff member assigned to monitor ADA parking spaces for the duration of the event

PBSO

A meeting is being held on Monday December 8th to discuss water barricades for the event as well as their representation at the event.



SAFETY, SECURITY, AND EMERGENCY PROCEDURES

ON-SITE PALM BEACH SHERIFF'S OFFICE (PBSO SUPPORT)

PBSO will be on site for the duration of the Event

PBSO RESPONSIBILITIES (NOT LIMITED TO):

- Responding to emergencies beyond staff control
- Assisting with crowd management
- Managing escalated guest disturbances

INTERNAL STAFF RESPONSIBILITIES

- Stay alert of surroundings and report any suspicious activity
- Communicate over radios "Special Events"
- Pass any relevant information over the PBSO for missing child or missing parent

LOST CHILD / LOST PARENT PROCEDURE

- Direct party to the sound tent
- Alert Event Leads and PBSO over the radio
- Staff receives description of the parent / child
- Staff relay information to PBSO
- Reunite Parent / Child at the sound tent

MISSING CHILD PROTOCOL:

Should staff be instructed to halt vehicles from leaving the facility at all exits until PBSO clears the situation?



30 YEAR SIGNAGE

SINGAGE REQUESTED

- Handicap Parking (Dimensions: 4x4)
 - 9 Spots Allocated for Handicap
- Vendor Parking Only – Vendor Placard Required (Dimensions: 4x4)
- Bus Pickup/Drop-Off Area (Dimensions: 4x4)
- VIP Parking Only (Dimensions: 24”x36”)
- VIP Area (Dimensions: 24”x36”)
- Restrooms (with an upward-pointing arrow) (Dimensions: 24”x36”)
- Sound/Emergency Tent (Dimensions: 24”x36”)



CONTACT LIST

EVENT LEAD

- Jenifer Brito – (740)336-9129

DEPARTMENT LEADS

- Community Services – Jenifer Brito – (740)336-9129
- Public Works – Mark Belcourt – (561)248-2768
- Parks & Recreation – Eric Juckett – (561)632-6431

STAGE CONTACT

- Rick Febles – (561)315-7411

SECURITY

- Josh Veltri – (954)829-3411

VENDORS LEAD

- Heather Navarro - (561)402-2806
- Ian Williams – (561)685-5686

EMERGENCY CONTACTS

- Palm Beach Sheriff's Office -
- Palm Beach Fire Rescue -

COMMUNICATIONS CONTACT

- Liz Nunez – (561)402-0015

VIA PRODUCTIONS CONTACT

- Sarah Lott – (561)427-0500



FOLLOW UP QUESTIONS VIA PRODUCTIONS

GENERAL QUESTIONS

1. What are we doing with the section of parking spots above the vendor tents?
2. PBFR location within the event? Are we able to get two or three lifeguards to assist at the event?
3. Are we going to have Public Works assist us with the Parking within Town Center? We need to be able to effectively inform people that there is no additional parking here once all spots gone.

PBSO FOLLOW UP QUESTIONS

- How many officers or deputies will be available to assist during the event?
- Can PBSO assist with directing traffic into and out of the event?
- How should we handle lost children or lost parents?

FINAL THOUGHTS

- Vendors will be contacted to confirm setup day; NYE is preferred, but NYD will be explored based on staffing.
- Run-of-show has been finalized; signage will be placed throughout the event as needed.
- VIPs will receive giveaways; additional commemorative items will be handed out to general attendees. Public Works will assist with setup and parking; PBSO will support parking once lots reach capacity.
- Jenifer will serve as event lead and primary radio contact for all emergencies and lost child/parent situations.
- VIP parking will be located near the pool area.
- Shuttle buses will run for the entire event.
- Sponsor logos will be displayed on bicycle racks at the front of the stage.

THE VILLAGE OF WELLINGTON



| | |
|----------------------------------|------------------|
| Wellington | State |
| Streets_1K | Priority Type |
| Major Non-Wellington Residential | Florida Turnpike |

Village of Wellington
Falm Beach County, F



Wellington GIS • 12300 Forest Hill Blvd • Wellington, FL 33414 • www.wellingtonfl.gov



**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: February 3, 2026
SUBJECT: Paddock/Bove Petitions

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

Background:

The Town of Loxahatchee Groves received a request for a Comprehensive Plan Text amendment to the Future Land Use Element, a Comprehensive Plan Future Land Use Map amendment, Zoning Text amendment, a Zoning Map amendment, and site plan approval for the property located on the east side of C Road, approximately 950 feet north of Southern Boulevard which is known as the Paddock/Bove project to allow for the development of a recreational vehicle resort.

Specifically, the Applicant is proposing to create a new future land use designation called “Rural Recreation” and amend the future land use map to reflect that designation on the Property. Additionally, the Applicant is proposing to create a new zoning designation called “Rural RV Resort” and amend the Zoning map to reflect that designation on the Property. Addition zoning text changes will include a definition for an “RV Resort” and parking requirements for the RV resort use. The site plan for the RV Resort provides 272 RV sites, 16 park owned RV units, and 2 clubhouses with recreation areas.

The petitions were heard at a public hearing with the Planning and Zoning Board sitting as the Local Planning Agency on May 19, 2025. The Planning and Zoning Board/Local Planning Agency voted to recommend denial of all the Paddock petitions presented at the May 19th meeting. However, the Planning and Zoning Board is only a recommending body. Their decision will be provided to the Town Council for final determination. A public hearing for the Paddock petitions was scheduled for August 19, 2025, but the applicant asked for the meeting to be cancelled. A new public hearing date has not been scheduled yet.

However, the Town holds a petition inactive if no action has been taken on a petition for one hundred eighty (180) days. Once a petition is held inactive, it is administratively withdrawn and the applicant will have to start over including the filing of new petitions if they still want to continue with their development request.

The Paddock/Bove petitions are almost at the 180-day deadline. A letter was sent to the applicant which is attached. As of the drafting of this memo, Town Staff has not heard from the applicant about their intentions. If no communication is received or no action is taken by the applicant, then the petitions will be deemed inactive as of February 15th and withdrawn from processing.

Fiscal Impact:

If the petitions are approved, it would result in additional revenue for the Town.

Recommendation/Motion:

Receive and File

Attachments:

1. Letter sent to Joe Bove



Town of Loxahatchee Groves

155 F Road • Loxahatchee Groves, Florida 33470 • (561) 793-2418 Phone • www.loxahatcheegrovesfl.gov

January 26, 2026

Joe Bove, Vice President
Bove LLC
354 Royal Tern Road S
Ponte Vedra, FL 32082

RE: Paddock Development Petitions

Dear Joe:

Hope all is well with you. It has been a while since we have been in contact.

As you know, Bove LLC submitted a request for a Comprehensive Plan Text amendment to the Future Land Use Element, a Comprehensive Plan Future Land Use Map amendment, Zoning Text amendment, a Zoning Map amendment, and site plan approval for the property located on the east side of C Road, approximately 950 feet north of Southern Blvd.

The last action taken by you was in August 2025 when the Town of Loxahatchee Groves (Town) received a request from you to cancel the hearing of your petitions at the August 19th Town Council meeting. This meeting was cancelled.

In case you are not aware, when an application is inactive for more than 180 days, the application is administratively withdrawn, which means that new petitions need to be filed to continue with the development request.

Your project is coming up to the 180-day timeframe. If no action is taken by **February 15, 2026**, the Town will administratively withdraw all your applications, and no further action will be taken on your requests.

If you have any questions or would like to discuss your next step with Town Staff, please feel free to contact our office to schedule a meeting.

Respectfully submitted,

Caryn Gardner-Young, Development Standards Director
Town of Loxahatchee Groves
155 F Rd, Loxahatchee Groves, FL 33470

The Town has participated in each Steering Committee meeting, including:

- The December 2025 Steering Committee session
- The January 28, 2026 meeting in Riviera Beach (agenda attached)

These meetings provide the primary venue for jurisdictions to shape the plan’s vision, criteria, and investment framework.

Town staff have also engaged in:

- Small-group technical discussions
- One-on-one interviews with County staff and WSP
- Working sessions focused on rural mobility, safety, and cross-jurisdictional coordination

These conversations have reinforced the Town’s priorities, including:

- Maintaining low-speed, low-volume roadway expectations
- Avoiding regional cut-through routing
- Supporting equestrian and agricultural mobility
- Ensuring future transit or technology strategies respect rural context.

The January 28 meeting included:

- Regional visioning exercises on mobility goals and multimodal connectivity
- Small-group geographic breakouts to identify corridor-level challenges and opportunities
- Stakeholder dialogue on prioritization criteria, including safety, equity, resiliency, and cost-effectiveness
- “Homework assignments” for participating jurisdictions to prepare feedback and preliminary position statements for the next refinement phase.

As we prepare the Town’s formal position on the CTMP, staff is assembling a broader body of work to ensure our recommendations are forward-looking, grounded in established policy, and reflective of our rural mobility needs. This phase is both thorough and collaborative.

To support this effort, we are:

- Reviewing and excerpting key portions of recent and pending grant applications, including TPA, FRDAP, and other mobility-related submissions, to ensure alignment between our CTMP comments and our documented funding strategies.
- Compiling and summarizing all prior Council positions related to:• The Okeechobee Boulevard corridor
- Interjurisdictional boundaries and coordination
- Traffic circulation and stacking
- Speeding and cut-through behavior, particularly traffic avoiding congestion on Southern Boulevard
- The Town’s consistent and continuing opposition to the widening of Okeechobee Boulevard

- Reviewing all previous County 5-Year Road Program references affecting Loxahatchee Groves to ensure our historical comments and concerns are accurately reflected.
- Documenting the Town’s long-standing need for north–south multimodal connectivity, including safe crossings, equestrian routes, trail linkages, and rural-appropriate design standards.
- Including Treasure Coast Regional Planning Council in our discussions, recognizing:
 - Their longstanding history and deep familiarity with Loxahatchee Groves
 - Their current Southern Boulevard project under the Commerce Grant
 - Their extensive work across the western communities
 - Their ability to help frame rural-appropriate mobility strategies within a regional context

This collective involvement strengthens our ability to present a position statement that is technically sound, historically consistent, and grounded in the lived realities of our community.

The Town’s internal working group—responsible for reviewing CTMP materials, preparing summaries, and drafting the Town’s position statement—includes:

- Caryn Gardner-Young
- Francine Ramaglia
- Randy Wertepny
- Mary McNicholas
- Treasure Coast Regional Planning Council representatives
- Additional staff as needed based on topic and expertise

This group will meet on Tuesday, February 4, 2026 to review the January 28 homework materials, begin drafting the assignment summary, and prepare the Town’s formal position statement for Council consideration.

We anticipate presenting the working group’s findings and recommended position to the Town Council at the March 2026 regular meeting. This will allow Council to discuss, refine, and adopt a formal stance that reflects Loxahatchee Groves’ values and transportation priorities.

Council feedback is welcome at any stage. Members are encouraged to:

- Share transportation priorities or constituent concerns
- Identify issues that should be emphasized in the Town’s position statement
- Ask questions about the CTMP process, timeline, or potential impacts
- Attend the February 4 working group meeting if interested

The CTMP represents a significant opportunity to shape regional transportation policy and investment for decades. Ensuring that Loxahatchee Groves’ rural character and infrastructure needs are clearly represented is essential to protecting our long-term interests.

Additional information, including meeting materials and public survey results, is available at www.PBCMoves.com.

Please feel free to contact me with any questions or comments.

Recommendation/Motion:

Receive and File

Attachments:

1. Palm Beach County CTMP Steering Committee Meeting Agenda – January 28, 2026



PALM BEACH COUNTY

COUNTYWIDE TRANSPORTATION MASTER PLAN

EXHIBIT I

IPARC

Item 11.

Technical Workshop

Wednesday, January 28, 2026, from 2:00 pm to 4:00 pm

Mayme Fredrick Building

1400 Martin Luther King Blvd, Riviera Beach FL 33404

AGENDA

I. Welcome and Purpose (10 minutes)

- By the end of the day today, we will have consensus on project Goals and Objectives for draft criteria for project prioritization.
- The project team will provide an overview of why the outputs from today are important and how the feedback will be used in the planning process to develop an informed set of prioritization criteria.
- A preview of the project geodatabase of projects will be shown. Members are requested to provide an independent, in-depth review after the meeting as a next homework assignment by February 6th.

II. Exercise: High Need Corridors (20 minutes)

Activity: Walk-through of corridor analysis selection methodology and provide feedback.

- Show map of 12 corridors
- Walk-through of selection process
- Show overlay of corridor analysis with project database
- Show draft outline the project team is using to address the issues and ask if these are the right solutions. What else should we consider?
- Participants will mark-up maps and provide additional suggestions for solutions.

III. Big Picture Refresher: (5 minutes)

A. Planning Process

Vision → Goals → Objectives → Performance Measures → Prioritization

The project team will anchor the discussion around the planning framework to illustrate the “big picture” and walk through the logic and terminology:

- **Vision:** defines success
- **Goals:** express values
- **Objectives:** make goals actionable
- **Performance Measures/Measures of Effectiveness (MOEs):** measure progress towards goals and vision
- **Scenarios:** represent different strategies to address community needs to test which scenarios perform best for achieving the goals





Technical Workshop

Wednesday, January 28, 2026, from 2:00 pm to 4:00 pm

Mayme Fredrick Building

1400 Martin Luther King Blvd, Riviera Beach FL 33404

PALM BEACH COUNTY

COUNTYWIDE TRANSPORTATION MASTER PLAN

B. Synthesis Process Walkthrough

The project team will explain how data, performance measures, and qualitative considerations combine.

III. What Did We Learn? Feedback from IPARC2.0+ Homework Assignment #1 (5 minutes)

- The project team will present a summary of the feedback received from the pre-meeting homework assignment from Social Pinpoint. We used the feedback received to refine the framework which we will finalize in today's meeting.

IV. Exercise: Refinement & Prioritization of Project Goals, Objectives and Performance Measures (60 Minutes)

Purpose: Validation and consensus building to inform project prioritization exercise on March 11th.

Outcome: A vetted, goal-aligned set of values

Activity: Refinement and Importance (35 Minutes)

The project team will provide an overview and instructions for participants

Step 1: Gallery Walk (20 minutes)

As you circulate, use sticky notes to add:

- Questions/Comments
- Suggestions or refinements

Step 2: Dot Voting (15 minutes)

Return to the gallery and use your dots to mark the goals which you feel are of the highest importance. Use your highest-value dot on the Goal & Objective you believe is most important for the CTMP. Use the remaining dots to signal secondary importance.

- 1 green dot (1st importance)
- 1 blue dot (2nd importance)
- 1 yellow dot (3rd importance)

Activity: Measures Sprint (20 minutes):

Step 1: Group Review of Measures/Indicators for Feasibility (10 minutes)

- Review measures/indicators for the Goals & Objectives for future performance measurement
- Evaluate feasibility and data sources.





Technical Workshop

Wednesday, January 28, 2026, from 2:00 pm to 4:00 pm
Mayme Fredrick Building
1400 Martin Luther King Blvd, Riviera Beach FL 33404

PALM BEACH COUNTY

COUNTYWIDE TRANSPORTATION MASTER PLAN

Step 2: Complete Worksheet (10 minutes)

Using the reference guide on your tables, brainstorm additional/missing measures and data sources required to adequately measure and track.

| Goal | Performance Measure(s) | Source(s) of Data |
|------|------------------------|-------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |

Select your top 2–3 recommended measures to report back (if time permits)

VI. Wrap-Up (15 minutes)

- Summary of consensus and/or potential refinements needed to address critical gaps for next stages of the project.

VII. Closeout/Next Steps

- **Homework Assignment #2** Check your email for link and instructions
- **IPARC 2.0+ meeting** Draft Project Prioritization





PALM BEACH COUNTY

COUNTYWIDE TRANSPORTATION MASTER PLAN

IPARC Item 11.

Technical Workshop

Wednesday, January 28, 2026, from 2:00 pm to 4:00 pm

Mayme Fredrick Building

1400 Martin Luther King Blvd, Riviera Beach FL 33404

- March 11th 2pm – 4pm
Palm Beach County Cooperative Extension, Clayton E. Hutcheson Complex
559 N Military Trail, West Palm Beach, FL 33415

- **Public Summit**
 - April 22nd 3pm – 5pm and 6pm – 8pm
Palm Beach County Cooperative Extension, Clayton E. Hutcheson Complex
559 N Military Trail, West Palm Beach, FL 33415

About the CTMP:

The Countywide Transportation Master Plan (CTMP) will establish a shared vision for mobility across all modes — driving, walking, biking, transit, freight, and emerging technologies. The CTMP is being developed to address near-term needs and prepare Palm Beach County for growth through 2050.



Amendment One – Water Supply Plan Amendment

The first amendment involves an update to Wellington’s Water Supply Plan.

According to the Village of Wellington, Section 163, Florida Statutes, requires local governments to update their water supply planning documents within 18 months of the adoption of a regional water supply plan. The South Florida Water Management District (SFWMD) approved the Lower East Coast Water Supply Plan (LECWSP) on September 12, 2024.

In response, Wellington updated its Water Supply Facilities 10-Year Work Plan, which addresses statutory requirements and strengthens coordination between the regional water supply plan and Wellington’s local water supply planning. The update addresses:

- Availability of adequate water supplies
- Public facilities and services to meet projected growth demands
- Alternative water supply strategies
- Water conservation and reuse programs
- A five-year schedule of capital improvements

Copies of the relevant documentation have been forwarded to the Town’s Public Works Superintendent and Floodplain Manager for technical review.

Hearing Schedule – Water Supply Plan Amendment:

- Village Council – First Reading: February 10, 2026
- Village Council – Second Reading / Adoption: March 10, 2026

Amendment Two – Artistry Lakes Future Land Use Map and Zoning Amendment

The second amendment involves a Future Land Use Map (FLUM) amendment and related rezoning to facilitate development of the Artistry Lakes project.

The subject property consists of approximately 446.14 acres, currently located in unincorporated Palm Beach County, approximately 1.75 miles west of the Seminole Pratt Whitney Road and State Road 80 (Southern Boulevard) intersection. The property is proposed for annexation into the Village of Wellington.

The amendment proposes to change the land use designation from Palm Beach County Low Residential-2 (PBC LR-2) to Wellington Residential C (1.01–3.0 dwelling units per acre). A related rezoning is also required to change the zoning designation from Palm Beach County Planned Unit Development (PBC PUD) to Wellington PUD.

The Artistry Lakes Master Plan includes:

- 579 single-family residential units
 - Phase 1: 160 units
 - Phase 2: 206 units
 - Phase 3: 213 units
- 4.0 acres designated for civic use
- 12.85 acres designated for public recreation
- Two access points on State Road 80 (Southern Boulevard)
- One access point to the future extension of Okeechobee Boulevard

Hearing Schedule – Artistry Lakes Amendment:

- Village Council – First Reading: February 10, 2026
- Village Council – Second Reading / Adoption: March 10, 2026

A map identifying the subject parcels has been provided. Town staff will request the full project documentation from the Village of Wellington as it becomes available for further intergovernmental coordination and review.

Fiscal Impact:

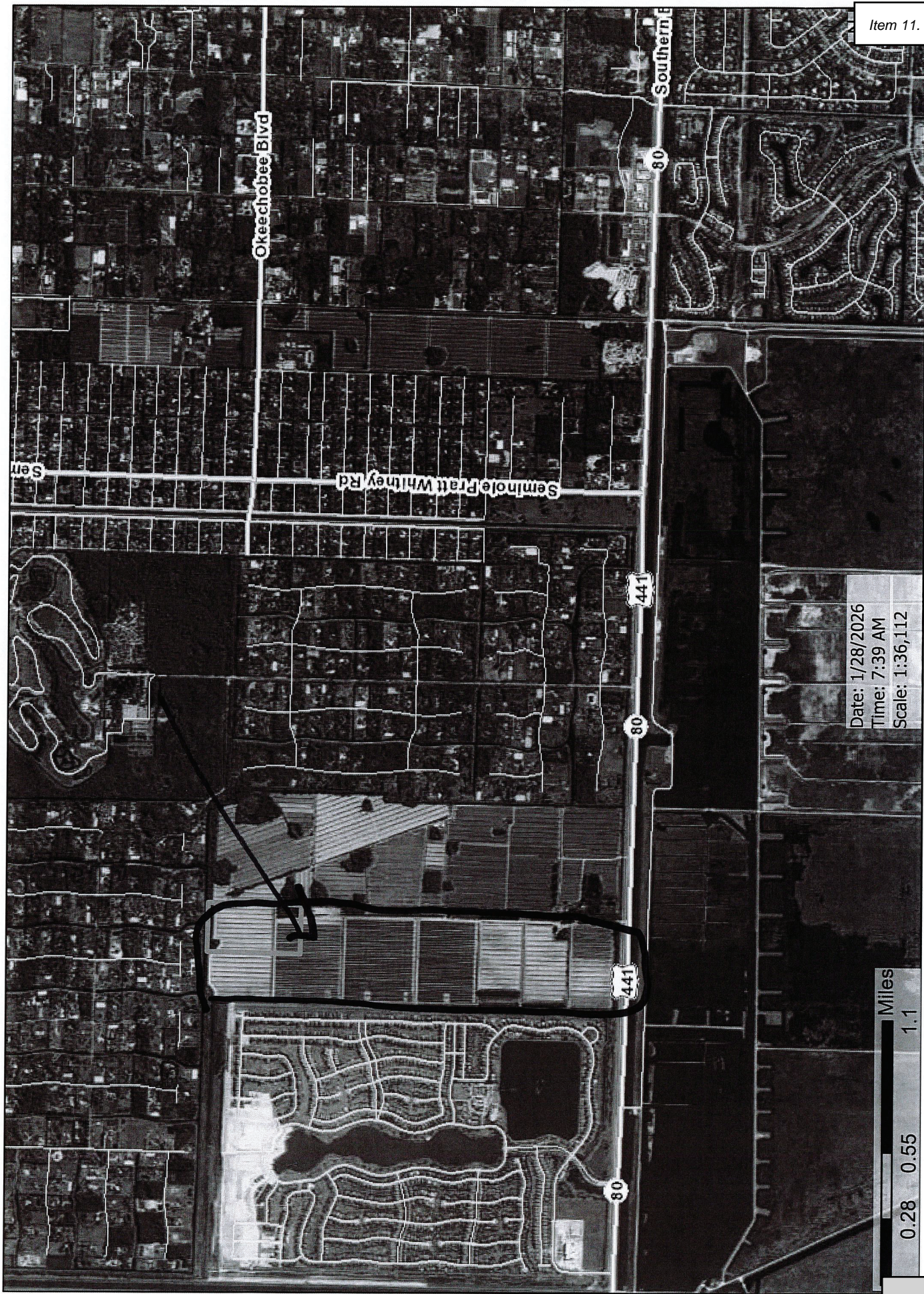
There is no fiscal impact to the Town of Loxahatchee Groves associated with receipt of these IPARC notices.

Recommendation/Motion:

Receive and File



DOROTHY JACKS
CFA, AAS
Palm Beach County Property Appraiser



Item 11.

Date: 1/28/2026
Time: 7:39 AM
Scale: 1:36,112



Council

Michael J. Napoleone, Mayor
Tanya Siskind, Vice Mayor
John T. McGovern, Councilman
Maria Antuña, Councilwoman
Amanda Silvestri, Councilwoman

Manager
Jim Barnes

January 22, 2026

Ms. Anna Yeskey
Clearinghouse Coordinator
9835-16 Lake Worth Road, Suite 223
Lake Worth, FL 33467

Re: Notice of Proposed Comprehensive Plan Map Amendment (Ordinance No. 2026-04)
Artistry Lakes (Petition No. 2025-0004-CPA)

Dear Ms. Yeskey:

Wellington is submitting a Comprehensive Plan Amendment for Artistry Lakes to amend the Future Land Use Map designation of the 446-acre property from Palm Beach County Low Residential-2 (PBC LR-2) to Wellington Residential C (1.01 – 3.0 du/ac).

The proposed Comprehensive Plan Amendment is scheduled for public hearings on the following dates:

- Planning, Zoning and Adjustment Board/Local Planning Agency: January 21, 2026
- Village Council – First Reading: February 10, 2026
- Village Council – Second Reading: March 10, 2026

If you have any comments or questions concerning this item, please contact me at kferraiolo@wellingtonfl.gov or 561-753-5268.

Sincerely,



Kelly Ferraiolo, Senior Planner

cc: Cory Lyn Cramer, AICP, Planning and Zoning Manager

CLEARINGHOUSE NOTICE OF PROPOSED AMENDMENT

To: Anna Yeskey, Clearinghouse Coordinator

From: Kelly Ferraiolo, Planner

Date: January 22, 2026

As a participant local government, this memorandum serves as notice of the following comprehensive plan amendment(s):

Initiating Local Government: Wellington

Reference #: Artistry Lakes (Ordinance No. 2026-04)

Date of local planning agency hearing for this proposed amendment: January 21, 2026

Date of First Reading of Council: February 10, 2026

Nature of the plan amendment as you have indicated is desired for review:

- Adjacent Cities: Village of Royal Palm Beach, Greenacres, Loxahatchee Groves, Lake Worth, West Palm Beach
- Palm Beach County
- Amendments relating to traffic circulation or the roadway networks
- Amendments related to affordable housing
- Amendments related to the following elements:
- Future Land Use Map Amendment
- Traffic Circulation
- Mass Transit
- Ports and Aviation
- Housing
- Infrastructure _____ Sub-elements
- Coastal Management
- Conservation
- Recreation and Open Space
- Intergovernmental Coordination
- Capital Improvements
- Other (Equestrian Preservation Element)

Instructions: Should you have any objections to these proposed amendments, please respond at least 15 days prior to the transmittal hearing as scheduled.

Executive Summary For Comprehensive Plan Amendments

Date: January 22, 2026

Reference #: Artistry Lakes (Petition No. 2025-0004-CPA)

General Information:

Initiating Local Government: Wellington

Contact Person: Kelly Ferraiolo, Senior Planner

Address: 12300 Forest Hill Blvd, Wellington, Fl. 33414

Phone/Fax: (561) 753-5268 (561) 791-4045

Applicant/Agent: Lentzy Jean-Louis, Urban Design Studio

Proposed Comprehensive Plan Amendment:

Adjacent Cities: Village of Royal Palm Beach, Greenacres, Loxahatchee Groves, Lake Worth, West Palm Beach

Palm Beach County

Amendments relating to traffic circulation or the roadway networks

Amendments related to affordable housing

Amendments related to the following elements:

Future Land Use Map Amendment

Traffic Circulation

Mass Transit

Ports and Aviation

Housing

Infrastructure _____ Sub-elements

Coastal Management

Conservation

Recreation and Open Space

Intergovernmental Coordination

Capital Improvements

Other (Equestrian Preservation Element)

Summary of proposed changes (s) to adopted Comprehensive Plan:

Ordinance No. 2026-04 - To amend the FLUM Designation of the 446.14-acre property from Palm Beach County Low Residential – 2 (PBC LR-2) to Wellington Residential C (1.01-3.0 du/ac).

Proposed Amendments to the Future Land Use Map:

Location of Proposed Map Amendment: PCN: 00-40-43-27-00-000-1010 and 3010; 00-40-43-22-00-000-5000 and 7010. The subject property is approximately 1.75 miles west of the Seminole Pratt Whitney Road and Southern Boulevard intersection.

Size of Area Proposed for Change (Acres):

446.14 acres

Present Future Land Use Plan Designation (including density/intensity definition):

Palm Beach County Low Residential-2 (PBC LR-2)

Proposed Future Land Use Plan Designation (including density/intensity definition):

Wellington Residential C (1.01-3.0 du/ac)

Present Zoning of Site (including density/intensity definition):

Palm Beach County Planned Unit Development (PBC PUD)

Proposed Zoning of Site (including density/intensity definition):

Wellington PUD

Present Development of Site:

Vacant

Proposed Development of Site, if Known:

Property is currently approved for 534 residential units and 47,000 SF of Commercial. Wellington is currently in the process of annexing the subject property. If the annexation is approved by the Wellington Council, then a Wellington FLUM and Zoning designation must be applied to the property. The changes will become effective when the annexation is effective.

Is Proposed Change a Development of Regional Impact?

No.

Comprehensive Plan Change Processing:

Date/Time/Location for Local Planning Agency Public Hearing: 7:00 PM, January 21, 2026, Village Hall, 12300 Forest Hill Boulevard, Wellington, Florida 33414

Date/Time/Location for Governing Body Public Hearing: 6:30 PM, February 10, 2026, Village Hall, 12300 Forest Hill Blvd., Wellington, Florida 33414

Council

Michael J. Napoleone, Mayor
Tanya Siskind, Vice Mayor
John T. McGovern, Councilman
Maria Antuña, Councilwoman
Amanda Silvestri, Councilwoman

Manager
Jim Barnes

January 29, 2026

Ms. Anna Yeskey
Clearinghouse Coordinator
9835-16 Lake Worth Road, Suite 223
Lake Worth, FL 33467

Re: Notice of Proposed Comprehensive Plan Text Amendment (Ordinance 2026-01)

Dear Ms. Yeskey:

The Village of Wellington is submitting a Comprehensive Plan Amendment to adopt Wellington's Water Supply Facilities 10-Year Work Plan and amend Wellington's Comprehensive Plan to incorporate the Work Plan by reference, as required by Florida Statute, including amending references to the Work Plan in the Public Facilities and Capital Improvements Elements.

The proposed Comprehensive Plan Amendment is tentatively scheduled for public hearings on the following dates:

- Planning, Zoning and Adjustment Board/Local Planning Agency - January 11, 2026
- Village Council – First Reading: February 28, 2026
- Village Council – Second Reading: March 14, 2026

Should you have any comments or questions concerning this item, please contact me at cdecosmo@wellingtonfl.gov or 561-753-2582.

Sincerely,



Catie DeCosmo
Strategic Planner

cc: Cory Lyn Cramer, AICP, Planning and Zoning Manager

CLEARINGHOUSE NOTICE OF PROPOSED AMENDMENT

To: Anna Yeskey, Clearinghouse Coordinator

From: Catie DeCosmo, Strategic Planner

Date: January 29, 2026

As a participant local government, this memorandum serves as notice of the following comprehensive plan amendment(s):

Initiating Local Government: Wellington

Reference #: Ordinance No. 2026-01

Date of local planning agency hearing for this proposed amendment: January 11, 2026

Date of First Reading of Council: February 28, 2026

Date of Second Reading of Council: March 14, 2026

Nature of the plan amendment as you have indicated is desired for review:

- Adjacent Cities: Village of Royal Palm Beach, Greenacres, Loxahatchee Groves, Lake Worth, West Palm Beach
- Palm Beach County
- Amendments relating to traffic circulation or the roadway networks
- Amendments related to affordable housing
- Amendments related to the following elements:
- Future Land Use Map Amendment
- Traffic Circulation
- Mass Transit
- Ports and Aviation
- Housing
- Infrastructure _____ Sub-elements
- Coastal Management
- Conservation
- Recreation and Open Space
- Intergovernmental Coordination
- Capital Improvements
- Other

Instructions: Should you have any objections to these proposed amendments, please respond at least 15 days prior to the transmittal hearing as scheduled.

Executive Summary For Comprehensive Plan Amendments

Date: January 29, 2026

Reference #: Ordinance No. 2026-01

General Information:

Initiating Local Government: Wellington

Contact Person: Catie DeCosmo, Strategic Planner

Address: 12300 Forest Hill Blvd, Wellington, Fl. 33414

Phone/Fax: (561) 753-2582

Applicant/Agent: Wellington

Proposed Comprehensive Plan Amendment:

- Adjacent Cities: Village of Royal Palm Beach, Greenacres, Loxahatchee Groves, Lake Worth, West Palm Beach
- Palm Beach County
- Amendments relating to traffic circulation or the roadway networks
- Amendments related to affordable housing
- Amendments related to the following elements:
 - Future Land Use Map Amendment
 - Traffic Circulation
 - Mass Transit
 - Ports and Aviation
 - Housing
 - Infrastructure _____ Sub-elements
 - Coastal Management
 - Conservation
 - Recreation and Open Space
 - Intergovernmental Coordination
 - Capital Improvements
 - Other

Summary of proposed changes (s) to adopted Comprehensive Plan:

Ordinance No. 2026-01 - To adopt Wellington’s Water Supply Facilities 10-Year Work Plan and amend Wellington’s Comprehensive Plan to incorporate the Work Plan by reference, as required by Florida Statute, including amending references to the Work Plan in the Public Facilities and Capital Improvements Elements.

Comprehensive Plan Change Processing:

Date/Time/Location for Local Planning Agency Public Hearing: 7:00 PM, January 11, 2026, Wellington City Hall, 12300 Forest Hill Boulevard, Wellington, Florida 33414

Date/Time/Location for Governing Body Public Hearing: 6:30 PM, February 28, 2026, Wellington City Hall, 12300 Forest Hill Blvd., Wellington, Florida 33414 AND 6:30 PM, March 14, 2026, Wellington City Hall, 12300 Forest Hill Blvd., Wellington, Florida 33414



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL WORKSHOP MEETING**

**TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, February 17, 2026**

Town Council Strategic Workshop – Detailed Summary

Meeting Purpose

The meeting functioned as a strategic planning workshop focused on:

- Establishing a structured **5-year strategic plan**
- Identifying timelines and responsible parties
- Addressing long-standing land use and code enforcement issues
- Improving infrastructure, drainage, and beautification
- Enhancing transparency, communication, and governance processes

Public comment and council discussion centered heavily on **fairness, consistency, accountability, and trust in government processes.**

1. Public Comment & Resident Concerns

A resident raised multiple concerns reflecting broader community frustration:

A. Floodplain Development & FEMA Regulations

- Requests to revisit floodplain rules, particularly agricultural applications.
- Concern that requirements (e.g., berms, fill calculations) have been inconsistently applied.
- Perception that compliance costs are excessive for average residents.
- Desire for clearer, simpler rules aligned with FEMA while allowing reasonable agricultural use.

B. Tree Mitigation Policy

- Town standards perceived as more restrictive than Palm Beach County's.
- Questions about tree relocation practices and fairness.
- Concerns about transparency in how mitigation trees are distributed.

C. Zoning & Equestrian Estates

- Desire for simpler zoning rules.
- Objection to limiting 10-acre parcels to one residence.
- Concern about inconsistent treatment between equestrian and non-equestrian properties.

D. Infrastructure Concerns

- Canal bank erosion and culvert reinforcement deficiencies.
- Potential washout risks and town liability exposure.

Underlying theme: Residents want fairness, clarity, and predictable enforcement.

2. Five-Year Strategic Plan Framework

The council began organizing initiatives into categories with timelines and responsible parties.

2.1 Okeechobee Boulevard Corridor (Top Priority)

Identified as the town's central strategic focus.

Key Components:

- Land use and vested rights resolution (90 days–2 years)
- Opposition to road expansion (ongoing)
- Traffic mitigation and grant applications (annual pursuit)
- Trail connectivity and safe crossings (2 years)
- Infrastructure improvements (weirs, culverts, pump house – 2 years)
- Beautification (1 year initial phase)

Major Themes:

- Maintain two-lane character.
- Balance aesthetics with maintenance costs.
- Use tree mitigation funds where possible.
- Consider reclaimed water for irrigation.

- Be realistic about long-term staffing and upkeep expenses.
-

2.2 Trail Connectivity & Linear Park Concept

Proposal to:

- Connect existing trails (E Road, C Road, Hyde Park, Gruber, 161st).
- Possibly designate as a “linear park.”
- Add signage and improve crossings.

Timeline: ~2 years.

Departments involved: Recreation, Public Works, Legal.

2.3 Southern Corridor Study

- \$75,000 planning grant (non-matching).
 - Report expected in June.
 - Public workshops planned.
 - Implementation timeline to be determined after final report.
-

3. Vegetative Debris & Manure Management

A significant and complex discussion.

Identified Problems:

- Manure hauling and illegal dumping.
- Storage compliance.
- Odor and groundwater contamination risks.
- Traffic impacts from hauling.

Transfer Station Feasibility (6-Month Exploration):

- Potential partnership with County/Solid Waste Authority.
- Possibly located near Southern Boulevard.
- Evaluate environmental compliance.
- Assess revenue potential.
- Determine public vs. private operation.

Concerns:

- Risk of attracting outside manure volume.
- Environmental safeguards.
- Financial viability.
- Whether the town should operate such a facility.

Conclusion: Explore feasibility but proceed cautiously.

4. Long-Standing Property Issues & Code Enforcement

Council acknowledged systemic weaknesses.

Common Violations:

- Unauthorized food trucks and street vendors.
- Illegal outdoor commercial storage.
- Unpermitted structures and barn conversions.
- Illegal gas pumps.
- Slaughter operations.
- Rooming houses inconsistent with zoning.

Major Issues Identified:

- Selective enforcement perceptions.
- Complaints allegedly disappearing.
- Repeated case postponements before magistrate.
- Fines reduced or waived.
- Lack of deterrence.
- Case stagnation.

Strategic Action:

- Code enforcement designated as its own strategic category.
- Within 90 days, Community Standards Director to present:
 - A measurable improvement plan.
 - Resource and training needs.
 - Performance metrics.
- Within 3–4 months:
 - Compile list of long-standing problem properties.

Goal: Improve professionalism, consistency, transparency, and results without micromanagement.

5. FEMA / Floodplain Development Applications

Council requested a 90-day review by the certified floodplain manager to:

- Confirm ordinance alignment with FEMA.
- Clarify agricultural allowances.
- Identify needed revisions.
- Improve efficiency and consistency.

Key tension: Ensure compliance while avoiding unnecessary burdens.

6. Drainage & Resiliency Strategy

Current Status:

- Resiliency study completed.
- Grant applications submitted for large infrastructure projects.
- Major infrastructure exceeds town's financial capacity.

Next Steps (90 Days):

- Identify priority neighborhood drainage projects.
- Develop cost estimates.
- Evaluate feasibility and downstream impacts.
- Address easement constraints.

Approach: Incremental improvements guided by resiliency study.

7. Contract Oversight & Governance Reform

Council discussed lack of advance notice for major contracts.

Proposed Policy:

- 6-month review window for major contracts (charter officers, solid waste, auditor, engineer, planner).
- 2-month review for renewals.
- Develop spreadsheet tracking contract expiration dates.

- Staff generates list; council ensures compliance.

Purpose: Avoid rushed decisions and improve governance discipline.

8. Technology & Transparency Improvements

Internal:

- Implementation of Asana (training funded).
- 90-day rollout.
- Purpose: Track deadlines, prevent project stagnation.

Public Transparency:

- Improve MGO Connect system.
- Enable easier viewing of active code cases.
- Explore complaint status notifications (30-day evaluation).

Website Upgrade:

- 30-day exploration of cost and functionality improvements.
- Ensure statutory posting compliance.
- Improve Water Control District page.

Customer Satisfaction Survey:

- Short voluntary survey.
 - Likely implemented within 30 days.
 - Use feedback to measure service performance.
-

9. Road “Gap” Analysis

Focus on unfinished asphalt segments.

Concerns:

- Deteriorating road segments.
- Easement refusals blocking completion.
- Grading beyond legal roadway width.
- Tree root damage.
- Safety risks.

Action (90 Days):

- Prioritized list of gap roads.
 - Cost estimates.
 - Barrier analysis.
 - Safety-based prioritization.
-

10. 20th Anniversary Celebration

Proposed \$20,000 budget (not yet approved).

Ideas:

- Monument signage.
- Agritourism promotion.
- Commemorative logo.
- Coins, decals, swag.
- Town event at park.
- Promotional video.
- Green market.

Debate over theme scope and budget amount.

11. Succession Planning

- Meeting scheduled by end of March.
 - Approximately 45-day timeline.
-

12. Governmental Advocacy

Recognized as critical:

- Grant writing.
- Legislative relationships.
- Infrastructure funding.
- Lobbyist seen as essential to achieving strategic objectives.

Overall Workshop Themes

- Transition from reactive to structured strategic governance.
- Establishment of timelines and deliverables.
- Emphasis on fairness and consistency in enforcement.
- Strong focus on transparency and public trust.
- Recognition of fiscal constraints.
- Heavy reliance on grants and lobbying.
- Incremental, measurable reform approach.
- Desire for improved internal systems and accountability.

Disclaimer: Minutes were created with the use of AI. Recordings of all meetings are available at <https://www.loxahatcheegrovesfl.gov/>

**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 WORKSHOP MEETING**

**TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, March 17, 2026**

Town Council Workshop Summary – March 17, 2026

The Town Council convened a workshop to discuss potential revisions to the Town’s **Recreational Vehicle (RV) Program**, with a focus on simplifying regulations, improving compliance, and addressing ongoing enforcement challenges.

Opening and Public Comment

The meeting began with the Pledge of Allegiance and adoption of the agenda. During initial public comment, a resident expressed strong concerns about the current RV program, particularly the allowance of **year-round RV occupancy**. The speaker advocated for:

- Limiting RV use strictly to the **equestrian season**
- Restricting usage to **equestrian-related purposes**
- Requiring registration and fees for all RV occupants
- Preventing long-term stays by seasonal or transient residents unrelated to equestrian activities

The resident emphasized that the current system risks turning the Town into a “trailer park” and cited concerns about overcrowding and lack of enforcement.

Key Discussion Topics

1. Proposed RV Program Structure

Council reviewed a staff proposal to divide the program into two categories:

- **Personal, Unoccupied RVs (storage)**
- **Occupied RVs (residential or rental use)**

For personal storage, initial ideas included:

- Limiting to **one RV per parcel**
- Requiring an affidavit and annual sticker
- Eliminating routine inspections unless complaints are filed

Councilmembers debated whether inspections should still occur to ensure proper sanitation and utility connections.

2. Enforcement and Cost Concerns

A major issue identified was the **cost inefficiency of the current program**:

- Approximate cost to administer: **\$80,000**
- Revenue generated: **\$20,000**
- Net loss to the Town: **\$60,000**

Councilmembers questioned whether a permit-heavy system is worthwhile and discussed shifting toward:

- **Simplified rules without intensive permitting**
- **Complaint-based enforcement**
- Targeting only clear violations rather than regulating all users

3. Core Problem: Illegal RV Parks

The central concern repeated throughout the workshop was the proliferation of **illegal RV park-like uses**, including:

- Multiple RVs on single parcels
- Long-term occupancy
- Unregulated sewage disposal
- Rental activity operating as businesses

Council agreed the primary goal is to:

Eliminate illegal RV parks while not penalizing compliant residents

4. Personal Use vs. Commercial Use

A key distinction discussed was:

- **Personal use** (family, guests, caretakers)
- **Commercial use** (renting RVs or spaces)

Residents and Councilmembers highlighted the difficulty of enforcement, noting:

- It is hard to prove whether someone is **charging rent**
- Long-term guests may appear identical to renters
- Code enforcement cannot easily verify occupancy intent from the street

This ambiguity was identified as a major obstacle to effective regulation.

5. Property Use and Agricultural Classification

Significant debate centered on how **agricultural (ag) properties** should be treated:

- Whether RV allowances should differ for **ag vs. non-ag properties**
- Confusion over “bona fide agricultural use” versus tax classification
- Concerns about abuse (e.g., minimal agricultural activity used to justify additional RVs)

Some Councilmembers argued:

- Agricultural operations may legitimately require **caretaker housing**
 - However, allowances should not enable **increased density or rental activity**
-

6. Requirement for a Primary Residence

There was strong support for reinstating a requirement that:

- **A permitted residential structure must exist on the property** to allow RV use

Rationale:

- Prevents absentee owners from creating remote RV rental sites
- Ensures oversight of RV activity on the property
- Limits use of vacant land for quasi-commercial operations

An exception was made for:

- **Caretaker RVs on legitimate agricultural properties**
-

7. Acreage-Based Limits

Council explored simplifying regulations by tying RV limits to parcel size:

- Less than 2 acres → 1 RV
- 2–5 acres → 2 RVs
- More than 5 acres → up to 4 RVs

This approach was seen as:

- Easier to enforce
- More objective than use-based distinctions

However, concerns remained about fairness and potential loopholes.

8. “Personal Property” and Overregulation Concerns

Residents raised concerns about overreach, particularly regarding:

- Ownership of multiple RVs or trailers for personal use
- Comparisons to owning multiple boats or vehicles

Council clarified that:

- The intent is **not to regulate personal recreational equipment**
 - The focus should remain on **occupancy and rental activity**, not ownership
-

9. Seasonal vs. Year-Round Use

Council revisited whether RV occupancy should be:

- Limited to a **6-month seasonal period**, or
- Allowed **year-round**

Concerns about year-round use included:

- Increased density
- Strain on services

- Emergency risks (e.g., hurricane season occupancy)

However, enforcing seasonal limits was acknowledged to be complex.

10. Compliance Strategy

A recurring theme was the need to **encourage voluntary compliance**:

- Keep requirements simple and affordable
- Possibly use a **low-cost registration or affidavit system**
- Avoid overly burdensome permitting processes

The goal is to:

- Bring more residents into compliance first
 - Then focus enforcement on **repeat or egregious violators**
-

Emerging Consensus / Direction

While no final decisions were made, several points of general agreement emerged:

- The current system is **overly complex and inefficient**
- The Town should **simplify rules and reduce administrative burden**
- A **residential structure requirement** should likely be reinstated
- **Caretaker allowances** may be appropriate for legitimate agricultural uses
- **Illegal RV parks and rental operations** are the primary issue to address
- A balance must be struck between:
 - Protecting residents' property rights
 - Preventing abuse and overuse of land

Staff was directed to **return with revised recommendations** incorporating Council feedback.

Conclusion

The workshop highlighted the complexity of regulating RV use in a rural community with mixed residential and agricultural uses. Council emphasized the need for a **practical, enforceable, and fair approach** that prioritizes compliance and targets misuse without overregulating residents.

Disclaimer: Minutes were created with the use of AI. Recordings of all meetings are available at <https://www.loxahatcheegrovesfl.gov/>

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Town Clerk

Mayor Anita Kane, Seat 3

Vice Mayor Margaret Herzog, Seat 5

Councilmember Todd McLendon, Seat 1

Councilmember Lisa El-Ramey, Seat 2

Councilmember Paul Coleman II, Seat 4



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council, Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: April 7, 2026

SUBJECT: Approval on Resolution No. 2026-18 – Approving a Schedule for the Town Council Meeting Dates.

Background:

At the beginning of each year, the Town Council is presented with a calendar of scheduled Town Council Regular and Workshop Meeting dates from April 2026- May 2027. Town Council Workshop meetings may also be used to discuss land use items when applicable. These meeting dates are subject to change at the approval of the Town Council.

Town of Loxahatchee Groves

The Town Council Regular Meetings are held on the 1st Tuesday of the Month and Town Council Workshop Meetings are held the 3rd Tuesday of the Month:

- 6:00 P.M. Tuesday, April 7, 2026 – Town Council Regular Meeting
- 6:00 P.M. Tuesday, April 21, 2026 – Town Council Workshop Meeting
- 6:00 P.M. Tuesday, May 5, 2026 – Town Council Regular Meeting
- 6:00 P.M. Tuesday, May 19, 2026 – Town Council Workshop Meeting
- 6:00 P.M. Tuesday, June 2, 2026 – Town Council Regular Meeting
- 6:00 P.M. Tuesday, June 16, 2026 – Town Council Workshop Meeting
- 6:00 P.M. Tuesday, July 7, 2026 – Town Council Regular Meeting
- 6:00 P.M. Tuesday, July 21, 2026 – Town Council Workshop Meeting
- 6:00 P.M. Tuesday, August 4, 2026 – Town Council Regular Meeting
- 6:00 P.M. Tuesday, August 18, 2026 – Town Council Workshop Meeting
- 6:00 P.M. Tuesday, September 1, 2026 – Town Council Regular Meeting
- 6:00 P.M. Tuesday, September 15, 2026 – Town Council Workshop Meeting
- 6:00 P.M. Tuesday, October 6, 2026 – Town Council Regular Meeting
- 6:00 P.M. Tuesday, October 20, 2026 – Town Council Workshop Meeting
- 6:00 P.M. Tuesday, November 3, 2026 – Town Council Regular Meeting
- 6:00 P.M. Tuesday, November 17, 2026 – Town Council Workshop Meeting
- 6:00 P.M. Tuesday, December 1, 2026 – Town Council Regular Meeting
- 6:00 P.M. Tuesday, December 15, 2026 – Town Council Workshop Meeting



155 F Road Loxahatchee Groves, FL 33470

- 6:00 P.M. Tuesday, January 5, 2027 – Town Council Regular Meeting
- 6:00 P.M. Tuesday, January 19, 2027 – Town Council Workshop Meeting
- 6:00 P.M. Tuesday, February 2, 2027 – Town Council Regular Meeting
- 6:00 P.M. Tuesday, February 16, 2027 – Town Council Workshop Meeting
- 6:00 P.M. Tuesday, March 2, 2027 – Town Council Regular Meeting
- 6:00 P.M. Tuesday, March 16, 2027 – Town Council Workshop Meeting
- 6:00 P.M. Tuesday, April 6, 2027 – Town Council Regular Meeting
- 6:00 P.M. Tuesday, April 20, 2027 – Town Council Workshop Meeting
- 6:00 P.M. Tuesday, May 4, 2027 – Town Council Regular Meeting
- 6:00 P.M. Tuesday, May 18, 2027 – Town Council Workshop Meeting

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

Palm Beach County Board of County Commissioners

- Tuesday, September 3, 2026 – 1st Public Hearing- 5:05 P.M
- Tuesday, September 15, 2026 – 2nd Public Hearing- 5:05 PM

School District of Palm Beach County

Dates to be determined.

RESOLUTION NO. 2026-18

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A SCHEDULE FOR THE REGULAR AND WORKSHOP TOWN COUNCIL MEETING DATES FOR APRIL 2026 TO MAY 2027; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Resolution No. 2018-73 set forth a schedule for the regular Town Council Meeting Dates for Fiscal Year 2018-2019; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves, Florida, desires to adopt an adjusted schedule for Town Council Meetings; and

WHEREAS, finds it in the best interest of the Town to confirm a uniform meeting calendar for conduct of business and public participation at Town meetings; and

WHEREAS, the identified Calendar Schedule for all regular and workshop Town Council Meetings for the period beginning April 1, 2026, through May 1, 2027, is hereby presented.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby adopts Resolution No. 2026-18 the Town Council Meeting Schedule for calendar year of 2026, beginning April 1, 2026, and ending May 1, 2027, as set forth in **Exhibit "A"** attached hereto.

Section 3. The Town Council may, from time to time, by motion, add, modify, change, and delete meetings from the attached Meeting Schedule as necessary to conduct the business of the Town of Loxahatchee Groves.

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

Section 5. If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. This Resolution shall become effective upon adoption.

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ___ DAY OF ___ 2026.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Voted:
Councilmember William "Joe" Stephens, Seat 1

Town Clerk

Voted:
Councilmember Lisa El-Ramey, Seat 2

APPROVED AS TO LEGAL FORM:

Voted:
Councilmember Anita Kane, Seat 3

Office of the Town Attorney

Voted:
Councilmember Paul Coleman II, Seat 4

Voted:
Councilmember Manish Sood, Seat 5

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



EXHIBIT A

The scheduled Town Council meetings for 2026 are as follows:

- 6:00 P.M. Tuesday, April 7, 2026 – Town Council Regular Meeting
- 6:00 P.M. Tuesday, April 21, 2026 – Town Council Workshop Meeting
- 6:00 P.M. Tuesday, May 5, 2026 – Town Council Regular Meeting
- 6:00 P.M. Tuesday, May 19, 2026 – Town Council Workshop Meeting
- 6:00 P.M. Tuesday, June 2, 2026 – Town Council Regular Meeting
- 6:00 P.M. Tuesday, June 16, 2026 – Town Council Workshop Meeting
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- 6:00 P.M. Tuesday, July 21, 2026 – Town Council Workshop Meeting
- 6:00 P.M. Tuesday, August 4, 2026 – Town Council Regular Meeting
- 6:00 P.M. Tuesday, August 18, 2026 – Town Council Workshop Meeting
- 6:00 P.M. Tuesday, September 1, 2026 – Town Council Regular Meeting
- 6:00 P.M. Tuesday, September 15, 2026 – Town Council Workshop Meeting
- 6:00 P.M. Tuesday, October 6, 2026 – Town Council Regular Meeting
- 6:00 P.M. Tuesday, October 20, 2026 – Town Council Workshop Meeting
- 6:00 P.M. Tuesday, November 3, 2026 – Town Council Regular Meeting
- 6:00 P.M. Tuesday, November 17, 2026 – Town Council Workshop Meeting
- 6:00 P.M. Tuesday, December 1, 2026 – Town Council Regular Meeting
- 6:00 P.M. Tuesday, December 15, 2026 – Town Council Workshop Meeting
- 6:00 P.M. Tuesday, January 5, 2027 – Town Council Regular Meeting

- 6:00 P.M. Tuesday, January 19, 2027 – Town Council Workshop Meeting
- 6:00 P.M. Tuesday, February 2, 2027 – Town Council Regular Meeting
- 6:00 P.M. Tuesday, February 16, 2027 – Town Council Workshop Meeting
- 6:00 P.M. Tuesday, March 2, 2027 – Town Council Regular Meeting
- 6:00 P.M. Tuesday, March 16, 2027 – Town Council Workshop Meeting
- 6:00 P.M. Tuesday, April 6, 2027 – Town Council Regular Meeting
- 6:00 P.M. Tuesday, April 20, 2027 – Town Council Workshop Meeting
- 6:00 P.M. Tuesday, May 4, 2027 – Town Council Regular Meeting
- 6:00 P.M. Tuesday, May 18, 2027 – Town Council Workshop Meeting

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



AGENDA ITEM MEMORANDUM

TO: Town Council, Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: April 7, 2026

SUBJECT: Consideration of Approval on *Resolution No. 2025-20* Appointment of Katie Lakeman to the Roadway, Equestrian Trails and Greenway Advisory Committee

Background:

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

Recommendation:

Staff recommends approval of *Resolution No. 2026-20*, appointing Ms. Katie Lakeman to the Roadway, Equestrian Trails and Greenway Advisory Committee for a term concurrent with Councilmember Joe Stephens's term.

TOWN OF LOXAHATCHEE GROVES**RESOLUTION NO. 2026-20****A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING KATIE LAKEMAN TO THE ROADWAY, EQUESTRIAN TRAILS AND GREENWAY ADVISORY COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.**

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

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

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

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

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

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

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

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

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

Joe Stephens, Councilmember

Katie Lakeman

Section 3. Severability. If any clause, section, or other part or application of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated, and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA, THIS 7TH DAY OF APRIL, 2026.**

ATTEST:

FLORIDA

Valerie Oakes, Town Clerk

Voted:
Councilmember William "Joe" Stephens Seat 1

APPROVED AS TO LEGAL FORM:

Voted:
Councilmember Lisa El-Ramey, Seat 2

Office of the Town Attorney

Voted:
Councilmember Anita Kane, Seat 3

Voted:
Councilmember Paul Coleman II, Seat 4

Voted:
Councilmember Manish Sood, Seat 5

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2026-21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, TO AMEND FIRST AND SECOND PENALTIES FOR CITATIONS IN THE SCHEDULE OF VIOLATIONS AND ASSOCIATED PENALTIES FOR CIVIL CITATIONS FOR RESOLUTION 2025-42 DUE TO A SCRIVENER'S ERROR; 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.

WHEREAS, the Town Council of the Town of Loxahatchee Groves, Florida, adopted civil citation procedures as set forth in Article II, Chapter 14 of the Code of Ordinances; and

WHEREAS, the civil citation procedures provide for the issuance of a civil citation, including an immediate penalty, for applicable violations; and

WHEREAS, subsection 14-16(d) provides that a schedule of applicable violations and penalties shall be established and amended from time to time by resolution of the Town Council; and

WHEREAS, the Town Council wishes to amend the FIRST AND SECOND PENALTIES FOR CIVIL CITATIONS in the "Schedule of Violations and Civil Penalties" as set forth in **Exhibit A** ("Schedule") which is attached hereto and incorporated herein due to a scrivener's error in the fee schedule for Resolution 2025-42; and

WHEREAS, the Town Council finds that the adoption of the Schedule serves a valid public purpose.

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

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

Section 2. The Town Council hereby approves the "Schedule of Violations and Civil Penalties" set forth in **Exhibit A**.

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

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

Section 5. This Resolution shall become effective upon its adoption.

THE REMAINDER OF THIS PAGE IS LEFT BLANK

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS _____ DAY OF _____ 2026.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Town Clerk

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Voted: _____
Mayor

Voted: _____
Vice Mayor

Voted: _____
Councilmember

Voted: _____
Councilmember

Voted: _____
Councilmember

Exhibit A

Schedule of Violations and Civil Penalties

| VIOLATION | PENALTY* FIRST VIOLATION | PENALTY* REPEAT VIOLATION |
|---|-----------------------------|------------------------------|
| <i>Failure to Obtain Required Permit:</i> Any violation of Sec. 05-040, Chapter 5, Unified Land Development Code (ULDC) | \$250 | \$500 |
| <i>Failure to Comply with Regulations Related to Conditional Uses:</i> Any violation of Article 80, Part III, Unified Land Development Code (ULDC) | \$250 | \$500 |
| <i>Improper Disposal of Waste Materials:</i> Any violation of Chapter 38, Code of Ordinances | \$250 | \$500 |
| <i>Prohibited Vegetation Removal:</i> Any violation of Sec. 87-030, Article 87, Part III, ULDC | \$250 | \$500 |
| <i>Failure to Follow Regulations Related to Recreational Vehicles:</i> Any violation of Article 92, Part III, ULDC | \$250 | \$500 |
| <i>Illegal Outdoor Storage</i> Any violations of Sec. 20-010, Sec. 25-010 and Sec. 30-010, Unified Land Development Code (ULDC) | \$250 | \$500 |
| <i>Failure to Obtain a Business Tax Receipt</i> Any violation of Chapter 22, Code of Ordinance | \$250 | \$500 |
| <i>Illegal Use of Rights-of-Way and/or Swales</i> Any violation of Sec. 70-010, Unified Land Development Code (ULDC) | \$250 | \$500 |
| <i>Failure to Maintain Swales and/or Culverts</i> Any violation of Sec. 70-015, Unified Land Development Code (ULDC) | \$250 | \$500 |
| <i>Failure to Obtain a Floodplain Development Permit or FDA</i> Any violation of Sec. 175-115, Unified Land Development Code (ULDC) | \$250 | \$500 |
| <i>Illegal Installation of Landscaping in Sight Distance Triangle</i> Any violation of Sec. 85-035 and Article 105, of Unified Land Development Code (UDLC) | \$250 | \$500 |
| <i>Illegal Continuance of Work After Stop Work Order</i> Any violation of Sec. 175-250 | \$250 | \$500 |
| <p>* For all violations listed in this Table: if paid within the timeframe set forth on the citation, the penalty shall be \$250 <u>200</u> for a First Violation and \$500 <u>450</u> for a Repeat Violation.</p> | | |

TOWN OF LOXAHATCHEE GROVES

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.

WHEREAS, the Town Council of the Town of Loxahatchee Groves, Florida, adopted civil citation procedures as set forth in Article II, Chapter 14 of the Code of Ordinances; and

WHEREAS, the civil citation procedures provide for the issuance of a civil citation, including an immediate penalty, for applicable violations; and

WHEREAS, subsection 14-16(d) provides that a schedule of applicable violations and penalties shall be established and amended from time to time by resolution of the Town Council; and

WHEREAS, the Town Council wishes to adopt the “Schedule of Violations and Civil Penalties” as set forth in **Exhibit A** (“Schedule”) which is attached hereto and incorporated herein; and

WHEREAS, the Town Council finds that the adoption of the Schedule serves a valid public purpose.

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

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

Section 2. The Town Council hereby approves the “Schedule of Violations and Civil Penalties” set forth in **Exhibit A**.

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

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

Section 5. This Resolution shall become effective upon its adoption.

THE REMAINDER OF THIS PAGE IS LEFT BLANK

Resolution No. 2025 – 42

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 3rd DAY OF JUNE, 2025.

ATTEST:

Signed by:
Valerie Oakes
08E744C2F37F4A4...
Valerie Oakes, Town Clerk

TOWN OF LOXAHATCHEE GROVES, FLORIDA

Signed by:
Anita Kane
A9C9C505B3A042F...
Voted: Aye
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Signed by:
Glen J. Torcivia
5B8CF4EC97F0482...
Office of the Town Attorney

Signed by:
Margaret Herzog
89EC057738A5448...
Voted: Aye
Vice Mayor Margaret Herzog, Seat 5

Signed by:
Phillis Maniglia
AD631C751C9F4A9...
Voted: Aye
Councilmember Phillis Maniglia, Seat 1

Signed by:
[Signature]
07066C56061A4B0...
Voted: Nay
Councilmember Lisa El-Ramey, Seat 2

Signed by:
[Signature]
E9D9872519AC4CD...
Voted: Aye
Councilmember Paul Coleman II, Seat 4

Exhibit A

Schedule of Violations and Civil Penalties

| VIOLATION | PENALTY* FIRST VIOLATION | PENALTY* REPEAT VIOLATION |
|---|-----------------------------|------------------------------|
| <i>Failure to Obtain Required Permit:</i> Any violation of Sec. 05-040, Chapter 5, Unified Land Development Code (ULDC) | \$250 | \$500 |
| <i>Failure to Comply with Regulations Related to Conditional Uses:</i> Any violation of Article 80, Part III, Unified Land Development Code (ULDC) | \$250 | \$500 |
| <i>Improper Disposal of Waste Materials:</i> Any violation of Chapter 38, Code of Ordinances | \$250 | \$500 |
| <i>Prohibited Vegetation Removal:</i> Any violation of Sec. 87-030, Article 87, Part III, ULDC | \$250 | \$500 |
| <i>Failure to Follow Regulations Related to Recreational Vehicles:</i> <u>Any violation of Article 92, Part III, ULDC</u> | \$250 | \$500 |
| <i>Illegal Outdoor Storage</i> <u>Any violations of Sec. 20-010, Sec. 25-010 and Sec. 30-010, Unified Land Development Code (ULDC)</u> | <u>\$250</u> | <u>\$500</u> |
| <i>Failure to Obtain a Business Tax Receipt</i> <u>Any violation of Chapter 22, Code of Ordinance</u> | <u>\$250</u> | <u>\$500</u> |
| <i>Illegal Use of Rights-of-Way and/or Swales</i> <u>Any violation of Sec. 70-010, Unified Land Development Code (ULDC)</u> | <u>\$250</u> | <u>\$500</u> |
| <i>Failure to Maintain Swales and/or Culverts</i> <u>Any violation of Sec. 70-015, Unified Land Development Code (ULDC)</u> | <u>\$250</u> | <u>\$500</u> |
| <i>Failure to Obtain a Floodplain Development Permit or FDA</i> <u>Any violation of Sec. 175-115, Unified Land Development Code (ULDC)</u> | <u>\$250</u> | <u>\$500</u> |
| <i>Illegal Installation of Landscaping in Sight Distance Triangle</i> <u>Any violation of Sec. 85-035 and Article 105, of Unified Land Development Code (UDLC)</u> | <u>\$250</u> | <u>\$500</u> |
| <i>Illegal Continuance of Work After Stop Work Order</i> <u>Any violation of Sec. 175-250</u> | <u>\$250</u> | <u>\$500</u> |
| * For all violations listed in this Table: if paid within the timeframe set forth on the citation, the penalty shall be \$200 for a First Violation and \$450 for a Repeat Violation. | | |



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

Item 15.

TO: Mayor and Town Council of the Town of Loxahatchee Groves
FROM: Caryn Gardner-Young, Development Standards Director
THRU: Francine L. Ramaglia, Town Manager
DATE: April 7, 2026
SUBJECT: Special Magistrate

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

Background:

The Town of Loxahatchee Groves uses a Special Magistrate to hear code compliance cases pursuant to Section 14-2 of the Code of Ordinances. The Town's present Special Magistrate is Amity R. Barnard, Esq of Davis, Barnard and Brandenburg. Town Staff is seeking the appointment of an Alternate Special Magistrate. The would provide Town Staff with the ability to hold scheduled Special Magistrate meeting if Ms. Barnard is unavailable or allow staff to hold additional Special Magistrate meetings based upon case workload.

Town Staff is proposing B. Douglas MacGibbon, Esq. of B. Douglas MacGibbon, P.A. His resume is attached. Town staff feels he would be a good fit for the Town for several reasons. First, his office is located in Royal Palm Beach, so travel time is minimal. Also, he is an experienced attorney. He was admitted to the Bar in 1984 with no disciplinary actions for the last 10 years. Lastly, he is an experienced Special Magistrate. He is the Special Magistrate for the following jurisdictions: Atlantis, Clewiston, Lake Worth Beach, Mangonia Park, Manalapan, North Palm Beach, Palm Beach Shores and Royal Palm Beach

Mr. MacGibbon has agreed to the same hourly rate as the existing Special Magistrate, which is \$210 per hour.

Fiscal Impact:

Mr. MacGibbon will be used on an as needed basis.

Recommendation/Motion:

Review and approved **Resolution No. 2026-22** appointing B. Douglas MacGibbon has a Special Magistrate for the Town of Loxahatchee Groves.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2026-22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN AGREEMENT WITH B. DOUGLAS MACGIBBON, P.A. FOR SPECIAL MAGISTRATE SERVICES AND PROVIDING CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves (“Town”) is in need of special magistrate services for its code enforcement hearings and other related hearings; and

WHEREAS, the Town desires to engage the Consultant to perform certain professional services regarding Special Magistrate services (the “Services”) in accordance with this Agreement; and

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

WHEREAS, pursuant to the Town’s Purchasing Manual, services provided by attorneys are exempt from competitive procurement; and

WHEREAS, the Town has determined it to be in the best interests of the residents of the Town to continue to have B. Douglas Macgibbon, P.A. provide special magistrate services to the Town and to execute the attached Agreement.

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

Section 1. The above recitals are hereby adopted as if fully set forth herein.

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the Agreement for special magistrate services with B. Douglas Macgibbon, P.A.

Section 3. This Resolution shall take effect immediately upon adoption.

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS __ DAY OF APRIL, 2026.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:
Councilmember, Seat 1

APPROVED AS TO LEGAL FORM:

Voted:
Councilmember, Seat 2

Office of the Town Attorney

Voted:
Councilmember, Seat 3

Voted:
Councilmember, Seat 4

Voted:
Councilmember, Seat 5

Contract number: RES2026-07CS

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2026, by and between the **Town of Loxahatchee Groves**, Florida, a Florida municipal corporation (“Town”), with its office located at 155 F Road, Loxahatchee Groves, Florida 33470 and **B. Douglas Macgibbon, P.A.** a Florida Corporation authorized to do business in Florida (“Consultant”), with a principal address of 141 Santa Monica Ave., Royal Palm Beach Florida 33411.

RECITALS

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

WHEREAS, the Town desires to engage the Consultant to perform certain professional services regarding Special Magistrate services (the “Services”) in accordance with this Agreement; and

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

WHEREAS, pursuant to Section 2-133(b)(1) of Article V “Procurement” of Chapter 2 “Administration” of the Town’s Code of Ordinances, certain professional services are exempt from competitive bidding, and the Town desires to enter into a professional services agreement with Consultant for the provision of Services; and

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

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

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

SECTION 2: CONSULTANT’S SERVICES. The Consultant shall provide the Services to the Town as directed by the Community Standards Director. The general scope of the Services as set forth in Exhibit A attached hereto and incorporated herein.

SECTION 3: TERM, TIME AND TERMINATION.

- a. **Term.** The term of this Agreement shall commence on April 8, 2026, through May 10, 2027 unless earlier terminated as stated herein.
- b. **Time for Completion.** Time is of the essence in the performance of this Agreement. The Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with industry standards and the scope of Services.

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

d. **Termination without cause.** The Town may terminate this Agreement at any time with or without cause by giving not less than fifteen (15) calendar days written notice of termination.

e. **Termination for cause.** Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have five (5) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within five (5) business days, then this Agreement may be terminated by notice sent by the non-breaching party to the other party at the end of the five (5) day period.

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

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

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

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

year to pay costs associated with the Town’s obligations under this Agreement, or in the event the funds budgeted or appropriated are or are estimated by the Town to be insufficient to pay the costs associated with the Town’s obligations hereunder in any fiscal period, then the Town will notify the Consultant of such occurrence.

SECTION 4: COMPENSATION.

a. **Payments.** The Town agrees to pay to Consultant an hourly rate of two hundred dollars (\$200.00) for all Services during the term of this Agreement.

b. **Invoices.** The Consultant shall render an invoice to the Town, monthly, for services in accordance with this Agreement. All payments by the Town to the Consultant will be made in accordance with the Local Government Prompt Payment Act.

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

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

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

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

a. **Worker's Compensation Insurance,** as applicable in accordance with Chapter 440, Florida Statutes, to apply to all of the Consultant’s employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws. However, if the Consultant qualifies for an exemption under the Florida Workers' Compensation Law, the

Consultant may be exempt from the requirement to carry Worker's Compensation Insurance. In such cases, the Consultant must provide the proper exemption documentation issued by the Florida Department of Financial Services.

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

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

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

d. If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident..

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

f. Cyber Liability with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as set forth in the Scope of Services and shall include, but not be limited to, claims involving data breach, media content, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with sufficient limits to respond to these obligations.

g. Prior to commencement of services, the Consultant shall provide to the Town Certificates of Insurance evidencing the insurance coverage specified in this Section. All policies covered within this Section shall be endorsed to provide the Town with thirty (30) days' notice of cancellation and/or restriction. The "Town its elected officials, officers, employees, and attorneys" shall be named as an additional insured as to Consultant's liability on policies referenced in this

Section other than workers' compensation coverage. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement in accordance with which insurance is being furnished and shall state that such insurance is as required by this Agreement. The Consultant shall also make available to the Town a certified copy of the professional liability insurance policy required by this Section for the Town's review. Upon request, the Consultant shall provide copies of all other insurance policies.

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

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

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

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

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

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

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

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

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

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

SECTION 14: EQUAL OPPORTUNITY EMPLOYMENT. Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, marital status, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors, and it is the responsibility of Consultant to ensure sub-contractor's compliance.

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

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

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

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

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

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

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

certification, or if the Consultant or any of its subcontractors have been placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel.

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

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

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

Town of Loxahatchee Groves
Attn: Caryn Gardner-Young, Community Standards Director
155 F Road
Loxahatchee Groves, FL 33470.
All invoices shall be sent to billing@loxahatcheegrovesfl.gov

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

B. Douglas Macgibbon, Esquire
B. Douglas Macgibbon P.A.
141 Santa Monica Avenue
Royal Palm Beach, FL 33411

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

SECTION 23: ENTIRETY OF AGREEMENT. The Town and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

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

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

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

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

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

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

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

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

SECTION 33: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement, **Exhibit A** (Scope of Services), and **Exhibit B** (Rate Schedule). The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and

conditions of this Agreement and the Exhibits, the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

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

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

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

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

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

- a. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subconsultants (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subconsultants' new employees.
- b. Secure an affidavit from all subconsultants (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens.
- c. Maintain copies of all subconsultant affidavits for the duration of this Agreement.

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

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

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

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

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

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

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

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

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

SECTION 40: PROHIBITED PREFERENCES. Pursuant to section 287.05701, Florida Statutes, the Town may not request documentation of or consider a contractor’s social, political,

or ideological interests during contractor selection. Further, the Town may not give a preference to a contractor based on the contractor's social, political, or ideological interests.

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

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

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

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

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SIGNATURE PAGE FOLLOWS

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

CONSULTANT: B. Douglas Macgibbon, P.A.

B. Douglas Macgibbon, President

STATE OF _____
COUNTY OF _____

Subscribed before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2026, by B. Douglas Macgibbon, President, B. Douglas Macgibbon, P.A., a corporation authorized to do business in the State of Florida, and who is personally known to me or [] who produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, and otherwise, are true and correct, and that she or he is duly authorized to execute the foregoing instrument and bind B. Douglas Macgibbon, P.A. to the same.

[Notary Seal]

Notary Signature

TOWN OF LOXAHATCHEE GROVES

By: _____
Francine Ramaglia, Town Manager

ATTEST:

Valerie Oakes, CMC, Town Clerk

Approved as to form and legal sufficiency:

Town Attorney

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Special Magistrate Services)

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“First Amendment”) is entered into by and between the **Town of Loxahatchee Groves**, a Florida municipal corporation (“Town”) and **Davis & Associates, P.A.**, a law firm licensed to do business in the State of Florida (“Firm”) (collectively, “Parties”) effective this 3rd day of June, 2025.

RECITALS

WHEREAS, on September 20, 2022, pursuant to Resolution 2022-57, the Town and Firm entered into an agreement for the provision of Special Magistrate services (“Professional Services Agreement”); and

WHEREAS, the Term of the Professional Services Agreement is for three (3) years with two (2) optional one (1) year extensions, which may be exercised by the Town Manager on behalf of the Town; and

WHEREAS, the expiration date of the Professional Services Agreement is September 19, 2025; and

WHEREAS, the Parties desire to exercise the first optional one-year renewal, amend the Professional Services Agreement to increase the hourly rate from One Hundred Ninety-Five Dollars (\$195.00) to Two Hundred Dollars (\$200.00), and to include a required human trafficking certification; and

WHEREAS, the purpose of this First Amendment is to amend the Professional Services Agreement for the provision of the special magistrate services by the Firm; and

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

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

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

SECTION 2: TERM. Pursuant to Section 4, “Term and Termination” of the Professional Services Agreement, the parties desire to exercise the first optional extension for one year, effective on September 20, 2026, through September 19, 2027.

SECTION 3: AMENDMENT TO COMPENSATION PROVISION. Section 5, “Compensation” of the Professional Services Agreement is hereby amended to increase the hourly rate from One Hundred Ninety-Five Dollars (\$195.00) to Two Hundred Dollars (\$200.00) as follows:

SECTION 5: COMPENSATION.

a. Payments. The Town agrees to compensate Firm for services provided in the amount of ~~One Hundred Ninety-Five~~ Two Hundred Dollars (~~\$195.00~~\$200.00) per hour for hearings, legal research services, and preparation of orders. The Firm may charge for travel time to and from the hearings at one-half (1/2) the hourly rate. The Firm shall also be permitted to charge the Town an administrative fee of four percent (4%) to cover the costs

of copies, faxes, and other administrative activities.

b. Invoices. Firm shall render monthly invoices to the Town for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the Town’s receipt of the Firm’s invoice, in accordance with the Local Government Prompt Payment Act. Invoices shall be submitted to:

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

SECTION 4: NO OTHER CHANGES. Except as expressly amended herein, all terms and conditions of the Professional Services Agreement shall remain in full force and effect.

SECTION 5: ENTIRE AGREEMENT. The Town and the Firm agree that this First Amendment and the Professional Services Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this First Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 6: COUNTERPARTS. This First Amendment may be executed in one or more counterparts and/or electronically or digitally, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this First Amendment.

SECTION 7: ANTI-HUMAN TRAFFICKING. By signing this First Amendment as set forth below, the Firm’s authorized representative attests that the Firm does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

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SIGNATURE PAGE FOLLOWS

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

ATTESTS:

TOWN OF LOXAHATCHEE GROVES

By: _____
Valerie Oaks, Town Clerk

By: _____
Francine Ramaglia, Town Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Office of the Town Attorney

DAVIS & ASSOCIATES, P.A.

By: _____
Keith W. Davis
Managing Shareholder

STATE OF _____)
COUNTY OF _____)

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

Notary Public Signature

Notary Seal:

(7) If any specimen trees cannot be preserved, relocated, or mitigated on a nonagricultural/nonresidential site and off-site mitigation within the Town is not possible, then a fee-in-lieu equivalent to three times the retail value of each tree, plus installation costs shall be required for each specimen tree not preserved, relocated, or mitigated on the property or mitigated off-site. This fee shall be paid to the Town and used for the installation of specimen species trees on publicly-owned land within the Town, or sites on the list of approved native tree recipients maintained by the Town.

An analysis of the need to remove the four specimen Cypress trees was accomplished by the Town's consultant, Jim Flsichmann, which memorandum is attached. The memorandum outlines the trees to be removed, states that the trees are not located in a wetlands area and the Florida Department of Environmental Protection concluded they do not have jurisdiction.

Recommendation/Motion:

Discussion of *Resolution No. 2026-23* to allow the removal of four (4) Specimen Cypress trees at 1571 Williams Drive.

Attachments:

1. Resolution
2. Jim Fleischmann Memorandum revised date May 6, 2025 including Current Aerial Photograph and PAPA property data and Ecotone Services Report dated January 2, 2025
3. Vegetation Removal Permit

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2026-23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING REMOVAL OF SPECIMEN TREES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves desires to protect the tree canopy throughout the Town; and

WHEREAS, Oscar Robles (Owner) owns property within the Town located at 15171 Williams Drive Road (Property); and

WHEREAS, the Owner desire so remove four (4) native specimen trees (Cypress) from the Property in accordance with the associated Vegetation Removal Permit (VRP) Approval Application; and

WHEREAS, the removal of the four (4) native specimen trees from the Property is in accordance with the approved Floodplain Development Application (FDA); and

WHEREAS, pursuant to Section 87-035 of the Town’s Unified Land Development Code, cutting, relocation and mitigation of specimen trees must be approved by the Town Council.

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

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

Section 2. The Town Council hereby approves removal of four (4) native specimen trees on the Property identified for removal in the associated VRP Approval Application dated September 27, 2024.

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

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

Section 5. This Resolution shall become effective upon its adoption.

THE REMAINDER OF THIS PAGE IS LEFT BLANK

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA, THIS ___ DAY OF MARCH, 2026.**

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Councilmember, Seat 1 *Voted:*

APPROVED AS TO LEGAL FORM:

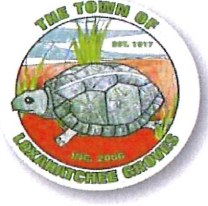
Councilmember, Seat 2 *Voted:*

Office of the Town Attorney

Councilmember, Seat 3 *Voted:*

Councilmember, Seat 4 *Voted:*

Councilmember, Seat 5 *Voted:*



Town of Loxahatchee Groves

[155 "F" Road • Loxahatchee Groves, Florida 33470 • Telephone \(561\) 793-2418 • Fax \(561\) 793-2420](#)

TO: Francine Ramaglia, Town Manager
Town of Loxahatchee Groves

FROM: Jim Fleischmann
Town Planning Consultant

RE: 15171 Williams Drive Specimen Tree Report

DATE: October 31, 2024; Revised: May 6, 2025

Oscar Robles, Owner of the property located at 15171 Williams Drive (Ref: Exhibit 2), has received approval of a Floodplain Development Application (FDA) to provide an onsite stormwater management system to accommodate a proposed single-family residential development. He has also received a Vegetation Waiver Permit for his proposed single-family residential development, and filed a Vegetation Removal Permit (VRP) application for approval to remove specified native trees on the property to construct the retention pond required by the FDA.

Mr. Robles has worked diligently with Public Works and Planning staff to plan the required stormwater management facilities and apply for the appropriate vegetation removal permits.

The VRP application includes the proposed removal of native Specimen trees within the required stormwater management pond. The location of the stormwater management pond is illustrated on Exhibit 1.

Per ULDC Section 87-035(C)(2)(i), Specimen trees are not subject to cutting, relocation, or mitigation without Town Council approval. To determine if Council approval is necessary, a native tree survey within the area of the property where the stormwater management pond is to be located was prepared by Town staff and its Arborist consultant, Ecotone Services. Per the VRP application, native trees to be removed are all located within the stormwater management pond illustrated on Exhibit 1. Each tree to be removed was individually tagged.

Native Specimen tree species to be removed include 4 Cypress with a minimum DBH of 13 inches. The following data, extracted from the survey, summarizes the trees proposed to be removed.

A. Native Specimen Trees Minimum Size (DBH) Criteria

Cypress = 13 to 17 inches

B. Location of Native Specimen Trees (Ref: Exhibit 1): Total of 4.

C. Detail of Native Specimen Trees to be Removed:

| Tag Reference | Species | Diameter (DBH) |
|---------------|---------|----------------|
| 213 | Cypress | 14 inches |
| 215 | Cypress | 13 inches |
| 216 | Cypress | 17inches |
| 217 | Cypress | 17 inches |

Removal of all native trees, including the above list of Tag Reference Specimen trees, within the area illustrated on Exhibit 1 requires prior approval of a VRP including a mitigation plan.

The Specimen Tree Report and approval Resolution 2024-86 were initially presented for consideration by the Town Council at its meeting on November 12, 2024. At the meeting the Council questioned whether the tree removal is proposed to occur within a designated wetland and directed staff to research the matter and return with an answer at a future meeting.

LRM, Inc. directed its Arborist Sub-Contractor (Ecotone Services) to research the wetland issue. Following its research, Ecotone Services prepared a report on January 2, 2025. The Ecotone Services report (Ref: Exhibit 3) summarizes FDEP site investigations in November of 2021 and May of 2022 related to potential dredge/fill activities within wetlands or other surface waters onsite.

It was determined by FDEP that, although dredge/fill activities had previously occurred within "wetlands/other surface waters" onsite, the activities were not within state assumed Waters of the United States (WOTUS). Based upon this finding, the FDEP concluded that: (1) it had no jurisdiction in the matter; (2) no further action was required; and (3) the complaint investigation was considered closed.

Respectfully submitted,

Jim Fleischmann, LRM, Inc.
Town Planning Consultant

Exhibits:

1. Location of Proposed Specimen Trees Removal
2. Current aerial photograph and PAPA property data
3. Ecotone Services Report dated January 2, 2025.

EXHIBIT 1 - LOCATION OF PROPOSED SPECIMEN TREES REMOVAL

PROPOSED LEGEND

- PROPOSED GRASS & ASPHALT PAVEMENT
- EXISTING DRIVE
- PROPOSED DRIVE DIRECTION (EXISTING)
- PROPOSED DRIVE DIRECTION (PROPOSED)
- DRIVE DRIVEWAY

CIVIL NOTES AND SPECIFICATIONS

THE PURPOSE OF THESE PLANS IS TO PROVIDE THE GRADING, DRAINAGE, AND CONSTRUCTION OF THE PROPOSED DRIVEWAY AND DRIVEWAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

15171 WILLIAMS DRIVE GRADING AND DRAINAGE PLAN
15171 WILLIAMS DRIVE
LOXAHATCHEE GROVES, FL 33470

SCALE: 1" = 20'

TREES TO BE REMOVED

TREES TO BE RETAINED

THESE DOCUMENTS SHALL NOT BE USED FOR LOCATING OR IDENTIFYING STRUCTURAL OR OTHERS FOR LAYOUT OF STRUCTURE.

Sunshine811.com

DATE: 04/07/10
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

EXHIBIT 2 – PAPA AERIAL AND PROPERTY DATA

Property Detail

Location Address : 15171 WILLIAMS DR
 Municipality : LOXAHATCHEE GROVES
 Parcel Control Number : 41-41-43-17-01-248-0030
 Subdivision : LOXAHATCHEE GROVES IN
 Official Records Book/Page : 34039 / 1363
 Sale Date : DEC-2022
 Legal Description : LOXAHATCHEE GROVES E 322.50 FT OF W 645 FT OF S 337.50 FT OF TR 48 BLK B

Owner Information

| | |
|-----------------|---|
| Owner(s) | Mailing Address |
| ROBLES OSCAR P | 436 ISLAND SHORES DR WEST PALM BEACH FL 33413 2107 |

Sales Information

| Sales Date | Price | OR Book/Page | Sale Type | Owner |
|------------|-----------|---------------|---------------|----------------------|
| DEC-2022 | \$10 | 34039 / 01363 | QUIT CLAIM | ROBLES OSCAR P |
| FEB-2019 | \$10 | 30451 / 00898 | QUIT CLAIM | ROBLES CONCRETE INC |
| JUL-2016 | \$150,000 | 28504 / 00198 | WARRANTY DEED | ROBLES OSCAR PEREZ & |
| MAY-1981 | \$16,000 | 03519 / 00341 | WARRANTY DEED | LOWE ROYL & |
| JAN-1972 | \$8,500 | 02171 / 01373 | | |

Exemption Information

No Exemption Information Available.

Property Information

Number of Units : 0
 *Total Square Feet : 0
 Acres : 2.50
 Property Use Code : 0000—VACANT
 Zoning : AR—AGRICULTURAL RESIDENTIAL (41-LOXAHATCHEE GROVES)

Appraisals

| Tax Year | 2024 | 2023 | 2022 | 2021 | 2020 |
|--------------------|-----------|-----------|-----------|-----------|-----------|
| Improvement Value | \$0 | \$0 | \$0 | \$0 | \$0 |
| Land Value | \$275,000 | \$250,000 | \$198,375 | \$156,750 | \$156,750 |
| Total Market Value | \$275,000 | \$250,000 | \$198,375 | \$156,750 | \$156,750 |

Assessed and Taxable Values

| Tax Year | 2024 | 2023 | 2022 | 2021 | 2020 |
|------------------|-----------|-----------|-----------|-----------|-----------|
| Assessed Value | \$275,000 | \$250,000 | \$172,425 | \$156,750 | \$156,750 |
| Exemption Amount | \$0 | \$0 | \$0 | \$0 | \$0 |
| Taxable Value | \$275,000 | \$250,000 | \$172,425 | \$156,750 | \$156,750 |

Taxes

| Tax Year | 2024 | 2023 | 2022 | 2021 | 2020 |
|----------------|---------|---------|---------|---------|---------|
| AD VALOREM | \$5,576 | \$4,855 | \$3,590 | \$3,193 | \$3,220 |
| NON AD VALOREM | \$950 | \$900 | \$900 | \$950 | \$839 |
| TOTAL TAX | \$6,526 | \$5,755 | \$4,490 | \$4,143 | \$4,058 |

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcpao.gov

15171 Williams Drive



EXHIBIT 3– ECOTONE SERVICES REPORT



15171 Willaims Drive, Loxahatchee Groves
Wetland Summary
January 2, 2025

Several site visits were made on the project site during 2024, with the most recent being December 3, 2024 that included Jerry Renick (Ecotone Services) and Town of Loxahatchee Groves planning consultant (Jim Flesichmann). The intent of this site visit was to determine if there appeared to be any historical wetlands on the project site and to what degree if any may have been impacted (filled) without property agency authorization (Florida Department of Environmental Protection, U. S. Army Corps of Engineers).

According to the Soil Survey of Palm Beach County Area (USDA, Natural Resource Conservation Service), the underlying soils are comprised of hydric (wetland like) soils (See Exhibit A, Soil Survey). These soil types include Floridana fine sand, frequently ponded and Riviera fine sand. Much of the project site has been cleared of natural vegetation, and the dominant remaining tree canopy cover is comprised of mature pond cypress trees. A rather dense stand of these cypress trees exist on the southern section of the project site, and is the location of a proposed stormwater pond. It appears that a significant amount of offsite fill material was been onsite including around many of these existing cypress trees. According to the review of historical aerial imagery (Google Earth ®), much of the previously existing tree canopy (pond cypress, slash pine) was removed between 2017 and 2022 (estimate). One of the adjoining properties located at the northeast corner of the project site also has some remnant mature pond cypress trees (southwest corner of adjacent property) and the existing soil conditions appear to be more natural and contain hydric characteristics.

Written correspondence provided by the property owner demonstrates that the FDEP performed a site visit as part of a complaint investigation (See Exhibit B, FDEP Memo to File) on November 12, 2021 and May 5, 2022. As a result of these site visits and review of an existing South Florida Water Management District (SFWMD) permit (50-01682-S), FDEP concluded the following:

- FDEP did not have State 404 jurisdiction over this project site as delegated by U. S. Army Corps of Engineers;
- SFWMD permit 50-01682-S authorized any wetland impacts according to state jurisdiction;
- As a result of these findings, no further action is required for this project site.

Ecotone Services biologist reached out to current FDEP staff via email, and this final agency action (No Further Action) was confirmed for this project site (See attached Exhibit D).

Please let me know if you have any questions.

Sincerely,
ECOTONE SERVICES, INC.

Jerry Renick, MS, CEP
ISA Certified Arborist FL-0427A

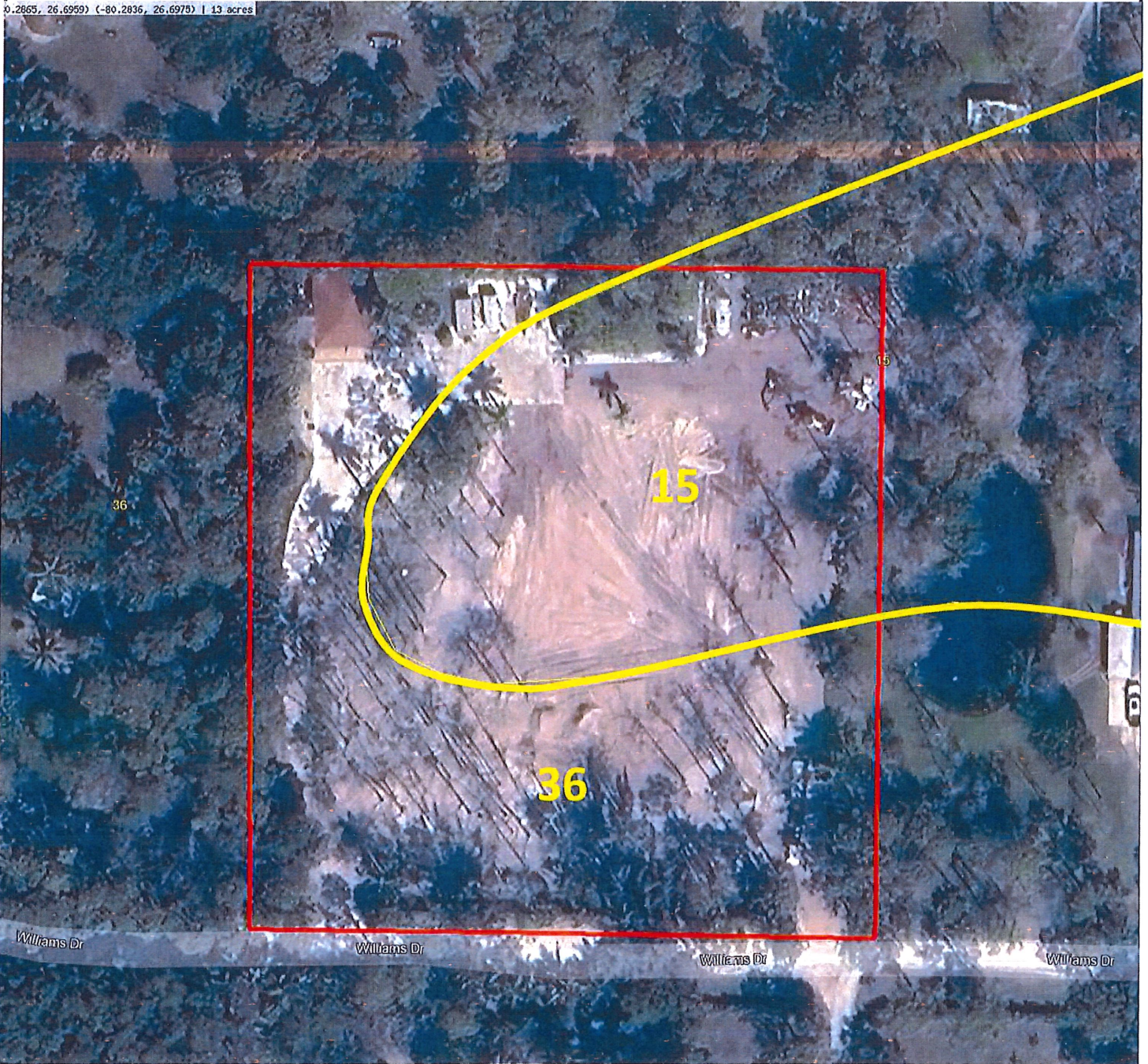


Ecotone Services, Inc. P.O. Box 556, FL 32948

www.ecotoneservices.com • (772) 453-3339 • ecotoneservices@gmail.com



0.2865, 26.6959) (-80.2836, 26.6978) | 13 acres



15 – Floridana fine sand, frequently ponded
 36 – Riviera fine sand



Ecotone Services
 P.O. Box 556
 Fellsemere, FL 32948
 (772) 453-3339

Exhibit B

Soils Map

15171 Williams Drive
 Loxahatchee Groves, Palm Beach County, Florida

Drawn by: JWR
 Checked by:
 Date: 1/2/2025

Project No:

Date: 1/2/2025

Scale: Not To Scale

Memorandum

Florida Department of
Environmental Protection

Southeast DISTRICT

TO: File

THROUGH: Sirena Davila

FROM: Caleb Siggins

DATE: 9/16/2022

SUBJECT: Summary of complaint investigation at 15171 Williams Dr, Loxahatchee Groves, FL 33470 Parcel ID: 41-41-43-17-01-248-0030

The above referenced property was inspected on November 12th, 2021 and May 5, 2022. The inspection was in response to a referral made from the ERP/State 404 permitting group for potential State 404 and ERP violations. The inspection determined that although dredge/fill activities had occurred in wetlands/other surface waters onsite, activities are not within state assumed Waters of the United States (WOTUS), as demonstrated in the enclosed inspection report, 62-340, F.A.C. Point Description Sheet(s) and non-WOTUS documentation which was completed for the subject property. ERP wetland impacts are authorized under the Loxahatchee Groves WCD ERP permit (SFWMD permit no.: 50-01682-S).

The Department's State 404 Program complaint investigation is considered closed and no further action is required.

Caleb Siggins

9/16/2022

Caleb Siggins, Environmental Specialist I
Inspector Signature

Date



9/19/2022

Sirena Davila, Assistant Director
Manager Signature

Date

Enclosure: 62-340, F.A.C. Point Description Sheet, Inspection Report and Non-WOTUS documentation

SITE PHOTOGRAPHS – Exhibit C



South view across property that demonstrates apparent fill around naturally existing trees



Apparent shell rock fill material t placed in center of lot and around existing trees



Ecotone Services, Inc. P.O. Box 556 Fellsmere, FL 32948
www.ecotoneservices.com • (772) 453-3339 • ecotoneservices@gmail.com



Cypress trees in the southwest corner of adjacent property



More natural looking soil profile near adjacent property cypress trees



Ecotone Services, Inc. P.O. Box 556 Fellsmere, FL 32948
www.ecotoneservices.com • (772) 453-3339 • ecotoneservices@gmail.com



Jerry Renick <ecotoneservices@gmail.com>

15171 Williams Drive, Loxahatchee Groves
3 messages

Mon, Dec 23, 2024 at 10:52 AM

Jerry Renick <ecotoneservices@gmail.com>
To: "Tracey, John" <John.Tracey@floridadep.gov>, "Rocco, Antonella" <Antonella.Rocco@floridadep.gov>, Caleb Siggins@floridadep.gov
Cc: Jim Fielschmann <lrmljim@bellsouth.net>

Happy holidays to all of you.
Sorry about the inclusive email, but these days I am not sure who still is with FDEP today.
I am trying to get clarification on the State permit history for this property located at 15171 Williams Drive in Loxahatchee Groves.

Caleb, you did a site visit and drafted this memo regarding this property a couple of years ago. I understand the conclusion regarding the State 404 delegation at that time. However, the ERP referenced in this memo does not appear to be associated with this individual lot but more so with regards to the water control structures in the C-51 canal and this water control district. The attached permit referenced in the memo is pre-ERP, and FDEP would have regulatory authority over a 5 acre, single-family (AR zoned) property, not SFWMD.

All that being said, the Town of Loxahatchee Groves town council has requested that I help clarify if there are any potential wetland preservation or compliance related issues for this property. Clearly historical filling has occurred on the property, pond cypress trees are very evident onsite now and in aerial photo images from years past that are no longer present and the natural soils are hydric (Floridana fine sand, frequently ponded).

I would greatly appreciate any further clarification on this matter and look forward to hearing from you by phone or email is fine.

Memorandum Florida Department of Environmental Protection

Southeast DISTRICT

TO: Fde
THROUGH: Susan Davila
FROM: Caleb Siggins
DATE: 9/16/2022
SUBJECT: Summary of ecological investigation at 15171 Williams Dr, Loxahatchee Groves, FL 33470 Parcel ID: 41-41-41-17-01-243-0030

The above referenced property was inspected on November 12th, 2021 and May 4, 2022. The inspection was in response to a referral made from the ERP State 404 permitting group for potential State 404 and ERP violations. The inspection determined that although dredge fill activities had occurred in wetlands, clear water courses remain, activities are not within state assumed Waters of the United States (WOTUS) as demonstrated in the enclosed inspection report, 02-340, F.A.C. Point Description Sheet (s) and also WOTUS documentation which was completed for the subject property. ERP wetland impacts are authorized under the Loxahatchee Groves WCD ERP permit (SPWSID permit no.: 59-21652-5).

The Department's State 404 Program ecological investigation is considered closed and no further action is required.

Caleb Siggins 9/16/2022
Caleb Siggins, Environmental Specialist I Date
Inspector Signature

Susan Davila, Assistant Director 9/19/2022
Date
Manager Signature

Enclosure: 02-340, F.A.C. Point Description Sheet, Inspection Report and Non-WOTUS documentation

Thank you,

Jerry Renick, MS, CEP
Principal Environmental Scientist

ABCEP Certified Environmental Professional #9050433
ISA Certified Arborist FL-0427A
Commercial Pesticide Applicator CM15121



Address: P.O. Box 556, Fallsmead, FL 32948
Phone: (772) 453-3339
Email: jrenick@ecotoneservices.com
Website: www.ecotoneservices.com

01048-B_PermitFileHistory_751393.pdf
951K

Thu, Dec 26, 2024 at 12:03 PM

Tracey, John <John.Tracey@floridadep.gov>
To: Jerry Renick <ecotoneservices@gmail.com>, "Rocco, Antonella" <Antonella.Rocco@floridadep.gov>
Cc: Jim Fielschmann <lrmljim@bellsouth.net>

Good Afternoon,

Caleb no longer works with the Department.

Looking at the memo sent, no further actions are being taken by the Department on this property.
Any applicable local rules and regulation from the Town of Loxahatchee Groves would still need to be followed, however.

Please let me know if you have any questions.

Thank you,



John Tracey
 Environmental Manager
 Florida Department of Environmental Protection
 Southeast District – West Palm Beach
 3301 Gun Club Road, MSC 7210-1
 West Palm Beach, FL 33406
John.Tracey@FloridaDEP.gov
 Office: 561.681.6717



From: Jerry Renick <ecotoneservices@gmail.com>
 Sent: Monday, December 23, 2024 10:52 AM
 To: Tracey, John <John.Tracey@FloridaDEP.gov>; Rocco, Antonella <Antonella.Rocco@FloridaDEP.gov>; Caleb.Sigglins@floridadep.gov
 Cc: Jim Fleischmann <lrnjim@bellsouth.net>
 Subject: 15171 Williams Drive, Loxahatchee Groves

EXTERNAL MESSAGE

This email originated outside of DEP. Please use caution when opening attachments, clicking links, or responding to this email.

Happy holidays to all of you.

Sorry about the inclusive email, but these days I am not sure who still is with FDEP today.

I am trying to get clarification on the State permit history for this property located at 15171 Williams Drive in Loxahatchee Groves.

Caleb, you did a site visit and drafted this memo regarding this property a couple of years ago. I understand the conclusion regarding the State 404 delegation at that time. However, the ERP referenced in this memo does not appear to be associated with this individual lot but more so with regards to the water control structures in the C-51 canal and this water control district. The attached permit referenced in the memo is pre-ERP, and FDEP would have regulatory authority over a 5 acre, single-family (AR zoned) property, not SFWMD.

All that being said, the Town of Loxahatchee Groves town council has requested that I help clarify if there are any potential wetland preservation or compliance related issues for this property. Clearly historical filling has occurred on the property, pond cypress trees are very evident onsite now and in aerial photo images from years past that are no longer present and the natural soils are hydric (Floridana fine sand, frequently ponded).

I would greatly appreciate any further clarification on this matter and look forward to hearing from you by phone or email is fine.

Florida Department of
Environmental Protection

Southeast DISTRICT

TO: File

THROUGH: Sierra Davis

FROM: Caleb Sigglins

DATE: 9/16/2022

SUBJECT: Summary of complaint investigation at 15171 Williams Dr. Loxahatchee Groves, FL 33470 Parcel ID: 41-41-43-17-01-248-0020

The above referenced property was inspected on November 13th, 2021 and May 5, 2022. The inspection was in response to a referral made from the ERP State 404 permitting group for potential State 404 and ERP violations. The inspection determined that although dredge fill activities had occurred in wetlands, other water control activities are not within state assumed Waters of the United States (WOTUS), as demonstrated in the enclosed inspection report, 62-340, F.A.C. Point Description Sheet(s) and Non-WOTUS documentation which was completed for the subject property. ERP wetland impacts are authorized under the Loxahatchee Groves WCD ERP permit (SFWMD permit no.: 50-31632-5).

The Department's State 404 Program compliance investigation is considered closed and no further action is required.

Caleb Sigglins 9/16/2022
 Caleb Sigglins, Environmental Specialist I Date
 Inspector Signature

Sierra Davis 9/19/2022
 Sierra Davis, Assistant Director Date
 Manager Signature

Enclosure: 62-340, F.A.C. Point Description Sheet, Inspection Report and Non-WOTUS documentation

Thank you,

Jerry Renick, MS, CEP
 Principal Environmental Scientist

ABCEP Certified Environmental Professional #9050433

ISA Certified Arborist FL-0427A

Commercial Pesticide Applicator CM15121

Address: P.O. Box 556, Fellsmere, FL 32948

Phone: (772) 453-3339

Email: jrenick@ecotoneservices.com

Website: www.ecotoneservices.com

 [Dep Customer Survey](#)

Jerry Renick <ecotoneservices@gmail.com>

To: "Tracey, John" <John.Tracey@floridadep.gov>

Cc: "Rocco, Antonella" <Antonella.Rocco@floridadep.gov>, Jim Fleischmann <lrnjim@bellsouth.net>

Thu, Dec 26, 2024 at 12:24 PM

Thank you, John

Thank you,

Jerry Renick, MS, CEP
Principal Environmental Scientist

ABCEP Certified Environmental Professional #9050433
ISA Certified Arborist FL-0427A
Commercial Pesticide Applicator CM15121



P.O. Box 556, Fellsmere, FL 32948
(772) 453-3339
jrenick@ecotoneservices.com
www.ecotoneservices.com

Licensed Real Estate Agent
SL3623153
www.currproperties.net

[Quoted text hidden]



Town of Loxahatchee Groves

155 "F" Road • Loxahatchee Groves, Florida 33470 • Telephone (561) 793-2418 • Fax (561) 793-2420 • www.loxahatcheegrovesfl.gov

VEGETATION REMOVAL PERMIT

Town of Loxahatchee Groves, Florida
 155 "F" Road Loxahatchee Groves, FL 33470 (561) 793-2418

I. General Data

| | |
|----------------------------------|---|
| Project Name: | Robles Vegetation Removal Permit |
| Street Address | 15171 Williams Drive |
| Parcel Control No(s). | 41-41-43-17-01-248-0030 |
| Acres | 2.5 |
| Location | North side of Williams Drive 650 feet west of West C Road. |
| Scope of Work | Removal of Cypress trees to construct an on-site water retention pond to accommodate residential development of the property. |
| Date Application Received | September 27, 2024 |
| Master Process Number | 1060762 |

II. Site Data

| | |
|-----------------------|---|
| Current Use | 0000 – Vacant (USE Code assigned by the PBC Property Appraiser) |
| Current FLU | RR 5 (Rural Residential 5) |
| Current Zoning | AR (Agricultural Residential) |
| Proposed Use | Residential |

III. Owner Data

| | Owner A | Owner B |
|-------------------------|----------------------------|---------|
| Name | Oscar Robles | N/A |
| Address | 436 Island Shores Drive | N/A |
| City, State, Zip | West Palm Beach, FL 33413 | N/A |
| Phone Number | (561) 723-9536 | N/A |
| E-Mail Address | roblesconcrete@hotmail.com | N/A |

IV. Applicant Information (If Other Than Owner) – NOT APPLICABLE

V. Person or Firm to Perform Work

| | |
|---------------------------------|----------------------------|
| Name | Oscar Robles |
| Organization/Company | N/A |
| Address | 436 Island Shores Drive |
| City, State, Zip | West Palm Beach, FL 33413 |
| Phone Number | (561) 723-9536 |
| E-Mail Address | roblesconcrete@hotmail.com |
| Relationship to Property | Owner |

VI. Conditions of Approval

1. Any clearing performed pursuant to this permit shall be consistent with requirements and/or conditions of any Land Development Permit issued by the Town.
2. The Applicant's Tree Mitigation Requirements and Mitigation Plan are included in Attachments A and B.
4. Tree mitigation shall be accomplished by implementation of the Mitigation Plan and Mitigation Landscape Plan included in Attachments B and C.
5. To ensure implementation of the Mitigation Plan and Mitigation Landscape Plan, the Owner shall deposit a \$9,416.00 cash bond with the Town of Loxahatchee Groves. Said cash bond shall be released to the Owner in its entirety following submittal of paid receipts in the amount of \$8,560 or more for the purchase of mitigation landscaping and a final inspection, per Condition 9, to be completed jointly by the Owner and Town. If submitted paid receipts do not total a minimum of \$8,560, Table E of Attachment A shall be revised to determine a final mitigation payment amount.
6. A Clearing and Disposal Management Plan (CD Management Plan) approved by the Town is included in Attachment D. The CD Management Plan shall consist of the following elements: A clearing schedule and Town notification requirement; method of disposal, including any offsite travel routes and schedule; use of barriers and flagging to establish appropriate setbacks to protect and preserve at risk retained native trees; and method used to stabilize exposed and disturbed land surfaces. No clearing shall be carried out prior to the approval of the CD Management Plan. Any clearing performed pursuant to this permit shall be consistent with the approved CD Management Plan as attached.
7. The Person or Firm to perform the clearing activity shall notify both Town Administration and Public Works Departments, by email, of the date and time a minimum of 24-hours prior to its commencement. Town Administration shall be contacted at: permits@loxahatcheegrovesfl.gov and Public Works shall be contacted at publicworkscordinator@loxahatcheegrovesfl.gov.
8. The Person or Firm to perform the clearing activity shall have a copy of this Vegetation Removal Permit in his possession at all times during the course of the vegetation removal activity or activities per Attachment A.

9 A final inspection shall be completed jointly by the Owner and Town. Should additional mitigation be required as a result of the final inspection, a revised Mitigation Plan shall be prepared by the Owner, approved by the Town and implemented by the Owner. The final inspection shall be conducted prior to the issuance of an initial Certificate of Occupancy by the Town for onsite improvements.

VI. Attachments

- A. Tree Mitigation Requirements: X
- B. Mitigation Plan X
- C. Mitigation Landscape Plan X
- D. Clearing and Disposal (CD) Management Plan X
- E. Town Resolution 2025-31
- F. Aerial Photograph and Property Data X

VII. Office Use Area

This permit does not become valid until signed by an authorized representative of the Town of Loxahatchee Groves and all fees and charges paid.

Property Owner

Date: _____

Planning and Zoning Official

Date: _____

Permit Approved X or Denied _____

Master Process Number: 1060762

**ATTACHMENT A
TREE MITIGATION REQUIREMENTS**

A. Tree Replacement Tables: A tree survey was performed by Ecotone Services on September 25, 2024. Trees to be removed were tagged. Trees to remain were not tagged

1. **Species:** Cypress

| Tree Height/DBH | Total Number of Trees | Trees Preserved or Relocated (1) | Trees Removed | Mitigation or Credit Rate (2) | Total DBH to be Mitigated (inches) | Total Trees to be Mitigated (3) |
|--|-----------------------|----------------------------------|---------------|-----------------------------------|------------------------------------|---------------------------------|
| Specimen Trees (Ref: Section B)* | 4 | 0 | 4 | 1:1 tree DBH per removed tree DBH | 61 | 24 |
| 24 ft. and up and 6+ inch or greater DBH* | 13 | 0 | 13 | 1:1 tree DBH per removed tree DBH | 121 | 48 |
| 16 feet to less than 24 ft. in height with a 5 -6 inch DBH | 0 | 0 | 0 | 1:1 tree DBH per removed tree DBH | 6 | 0 |
| Totals | 18 | | | NA | 188 | 72 |

(1) - Trees to be preserved or relocated shall be tagged during the initial survey.

(2) – ULDC Section 87-035 (E) – Native trees preserved, relocated or mitigated on-site may be credited towards meeting the landscaping requirements of Article 85 *Landscaping*.

(3) – Number of Trees = DBH/2.5

B. Tree Mitigation Summary (From Table A1)

| All Species Total | Total Trees to be Retained | Total Trees to be Relocated | Total Trees to be Mitigated (Removed) |
|--------------------------|-----------------------------------|------------------------------------|--|
| Total Specimen Trees | 0 | 0 | 4 |
| Trees 6+ inch DBH | 0 | 0 | 13 |
| Totals | 0 | 0 | 17 |

C. Alternative Mitigation Programs (Proposed by Applicant and Approved by the Town of Loxahatchee Groves):

The Applicant may propose one or a combination of the following mitigation alternatives, to be approved by the Town:

1. Tree replacement pursuant to ULDC Section 87-035 (D) (2),
2. Alternative Mitigation pursuant to ULDC Section 87-035 (D) (5);
3. A fee-in-lieu of mitigation cash contribution to the Town of Loxahatchee Groves. The cash contribution, equivalent to the cost of trees to be replaced, per ULDC Section 87-035 (D) (7), less any cost of trees provided above code requirements in an approved Landscape Plan may be proposed by the Applicant and approved by the Town

D. Tree Cost Estimates : Source: Palm Beach County ERM 2024 Wholesale Replacement Tree Costs

| Species | Specimen Trees (Ref: Section B)* | | Fee In Lieu Cost | |
|---------------|----------------------------------|------------------------------|------------------|----------------|
| | Trees | DBH to be Mitigated (Inches) | Equivalent Trees | Tree Cost (\$) |
| Cypress | 4 | 61 | 24 | 2,800 |
| Totals | 4 | 61 | 24 | 2,800 |

| Species | 6+ inch or greater DBH | | Fee In Lieu Cost | |
|---------------|------------------------|------------------------------|------------------|----------------|
| | Trees | DBH to be Mitigated (Inches) | Equivalent Trees | Tree Cost (\$) |
| Cypress | 13 | 121 | 48 | 5,760 |
| Totals | 13 | 121 | 48 | 5,760 |

E. Total Fee-In-Lieu Payment Amount:

| Species | Tree Cost (\$)* | Tree Coat x 3 | Planting Cost @ 50% of Tree Cost per Tree (\$) | Total Fee In Lieu Payment (\$) ** |
|--------------|-----------------|---------------|--|-----------------------------------|
| Cypress | 8,560 | 25,680 | 4,280 | 29,960 |
| Total | 8,560 | 25,680 | 4,280 | 29,960 |

* - Minimum Alternative Mitigation Plan plant costs if the applicant assumes planting and maintenance costs.

** - Maximum Alternative Mitigation Plan cost if applicant contributes 100% to the Town Tree Mitigation Fund.

ATTACHMENT B - PLANTED MITIGATION MATERIALS

A. MITIGATION PLANT COSTS (Paid Receipts Provided)

| Native Trees and Palms by Species | Quantity | Unit Cost (\$) | Total Cost (\$) |
|--|-----------------|-----------------------|------------------------|
| Royal Palm | 17 | 374.00 | 6,350.00 |
| Juniper Pine | 6 | 175.00 | 1,050.00 |
| Green Buttonwood | 3 | 185.00 | 555.00 |
| Sub-Totals | 26 | 306.00 | 7,955.00 |

| Non-Native Trees and Palms by Species | Quantity | Unit Cost (\$) | Total Cost (\$) |
|--|-----------------|-----------------------|------------------------|
| Christmas Palm | 12 | 80.00 | 960.00 |
| Lemon Tree | 3 | 50.00 | 150.00 |
| Foxtail Palm | 3 | 100.00 | 300.00 |
| Robeline | 2 | 100.00 | 200.00 |
| Bottle Palm | 1 | 150.00 | 150.00 |
| Royal Poinciana | 1 | 150.00 | 150.00 |
| Sylvester Palm | 1 | 500.00 | 500.00 |
| Sub-Totals | 23 | 105.00 | 2,410.00 |

| Native Shrubs | Quantity | Unit Cost (\$) | Total Cost (\$) |
|----------------------|-----------------|-----------------------|------------------------|
| Calusia | 150.00 | 15.00 | 2,250.00 |
| Sub-Total | 150.00 | 15.00 | 2,250.00 |

| Plant Cost Summary | Quantity | Unit Cost (\$) | Total Cost (\$) |
|----------------------------|-----------------|-----------------------|------------------------|
| Native Trees and Palms | 26 | 306.00 | 7,955.00 |
| Non-Native Trees and Palms | 23 | 105.00 | 2,250.00 |
| Native Shrubs | 150 | 15.00 | 2,250.00 |
| Total Plant Costs | - | - | 12,455.00 |

Notes:

1. Unit costs do not include costs for general conditions, bonding, insurance or maintenance of traffic.
2. Unit costs do not include transport and installation.
3. Unit costs based upon paid invoices provided by the Property Owner.

B. MITIGATION PLAN AND PLANTING SCHEDULE

1. Mitigation Plan Total Cost (Trees and Shrubs): \$12,455.00
2. Mitigation Planting: Planting completed during Mid-2020 to 2024
3. Description of planting and maintenance program: Planting was completed and currently maintained by the Property Owner.
4. Method of Disposal of removed trees: _____

**ATTACHMENT C
MITIGATION LANDSCAPE PLAN**

**ATTACHMENT D
CLEARING AND DISPOSAL MANAGEMENT PLAN**

15127 Williams Drive Clearing and Disposal Management Plan

I. Clearing Schedule

The clearing of the subject property shall commence the date of the issuance of the Vegetation Removal Permit (VRP) by the Town of Loxahatchee Groves and shall be completed approximately 6 – 8 weeks after the issuance of the permit. This timeframe would be extended should clearing activities be temporarily stopped due to reasons beyond our control, including project delays, inclement weather, etc. Typical hours of operation will be: Monday through Friday, 7:00 a.m. to 5:30 p.m., and Saturday, 7:00 a.m. – 3:00 p.m.

II. Town Clearing Notification Requirement

The Town of Loxahatchee Groves shall be notified with an email pursuant to VRP Condition of Approval No. 7 prior to commencement of land clearing activities.

III. Tree Relocation Management Plan – Not Applicable.

IV. Method of Vegetation Disposal

Material will be ground on-site and exported.

V. Off-Site Travel Routes and Schedule

Refer to the attached plan for vegetation removal access.

VI. On-Site Contact

Oscar Robles: Property Owner
Office: (561) 723-9536 (Robles Concrete, Inc.)
Email : roblesconcrete@hotmail.com



15171 Williams 2024



Property Detail

Location Address : 15171 WILLIAMS DR
Municipality : LOXAHATCHEE GROVES
Parcel Control Number : 41-41-43-17-01-248-0030
Subdivision : LOXAHATCHEE GROVES IN
Official Records Book/Page : 34039 / 1363
Sale Date : DEC-2022
Legal Description : LOXAHATCHEE GROVES E 322.50 FT OF W 645 FT OF S 337.50 FT OF TR 48 BLK B

Owner Information

| Owner(s) | Mailing Address |
|----------------|---|
| ROBLES OSCAR P | 436 ISLAND SHORES DR WEST PALM BEACH FL 33413 2107 |

Sales Information

| Sales Date | Price | OR Book/Page | Sale Type | Owner |
|------------|-----------|---------------|---------------|----------------------|
| DEC-2022 | \$10 | 34039 / 01363 | QUIT CLAIM | ROBLES OSCAR P |
| FEB-2019 | \$10 | 30451 / 00898 | QUIT CLAIM | ROBLES CONCRETE INC |
| JUL-2016 | \$150,000 | 28504 / 00198 | WARRANTY DEED | ROBLES OSCAR PEREZ & |
| MAY-1981 | \$16,000 | 03519 / 00341 | WARRANTY DEED | LOWE ROY L & |
| JAN-1972 | \$8,500 | 02171 / 01373 | | |

Exemption Information

No Exemption Information Available.

Property Information

Number of Units : 0
***Total Square Feet :** 0
Acres : 2.50
Property Use Code : 0000—VACANT
Zoning : AR—AGRICULTURAL RESIDENTIAL (41-LOXAHATCHEE GROVES)

Appraisals

| Tax Year | 2023 | 2022 | 2021 | 2020 | 2019 |
|--------------------|-----------|-----------|-----------|-----------|-----------|
| Improvement Value | \$0 | \$0 | \$0 | \$0 | \$0 |
| Land Value | \$250,000 | \$198,375 | \$156,750 | \$156,750 | \$142,500 |
| Total Market Value | \$250,000 | \$198,375 | \$156,750 | \$156,750 | \$142,500 |

Assessed and Taxable Values

| Tax Year | 2023 | 2022 | 2021 | 2020 | 2019 |
|------------------|-----------|-----------|-----------|-----------|-----------|
| Assessed Value | \$250,000 | \$172,425 | \$156,750 | \$156,750 | \$142,500 |
| Exemption Amount | \$0 | \$0 | \$0 | \$0 | \$0 |
| Taxable Value | \$250,000 | \$172,425 | \$156,750 | \$156,750 | \$142,500 |

Taxes

| Tax Year | 2023 | 2022 | 2021 | 2020 | 2019 |
|----------------|---------|---------|---------|---------|---------|
| AD VALOREM | \$4,855 | \$3,590 | \$3,193 | \$3,220 | \$2,958 |
| NON AD VALOREM | \$900 | \$900 | \$950 | \$839 | \$914 |
| TOTAL TAX | \$5,755 | \$4,490 | \$4,143 | \$4,058 | \$3,872 |

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcpa.gov

Recommendation/Motion:

Review and approved *Resolution No. 2026-24* authorizing the use approving the piggyback use of contract between Melbourne Beach and CAP Government Inc. as the basis for a contract for building inspection services.

RESOLUTION NO. 2026-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A PIGGYBACK AGREEMENT UNDER THE TOWN OF MELBOURNE BEACH CONTRACT WITH C.A.P. GOVERNMENT, INC. FOR BUILDING INSPECTION SERVICES; AUTHORIZING EXECUTION OF THE AGREEMENT, 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.

WHEREAS, the Town Council of the Town of Loxahatchee Groves (“Town”), is a municipal corporation existing under the laws of the State of Florida and, in the conduct of business, desires to obtain professional services relating to and Building Code Inspection Services, from 3 days a week to 5 days a week for the Town on a continuing basis; and;

WHEREAS, the Town of Melbourne Beach competitively procured a Request for Qualification for CONSULTING SERVICES FOR BUILDING OFFICIAL SERVICES, INSPECTION SERVICES, AND PLAN REVIEW SERVICES, and entered into an agreement with C.A.P. Government, Inc., a qualified Florida corporation specializing in permitting, inspecting, reporting, compliance, testing, evaluation, planning and design; and

WHEREAS, the Town is authorized to “piggyback” onto the Town of Melbourne Beach competitively bid contract pursuant to Florida procurement law in order to obtain favorable pricing and services; and

WHEREAS, the scope of services to be provided under the piggyback agreement includes building inspection services from 3 days a week to 5 days a week.

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

SECTION 1. The Town Council hereby approves the piggyback agreement under the Town of Melbourne Beach Service Agreement for inspection services with C.A.P. Government Services, Inc.

SECTION 2. The Town Council authorizes the Mayor and/or Town Manager, or their designee, to execute the agreement and all necessary documents for inspection services with C.A.P. Government, Inc.

SECTION 3. The Town Clerk, in coordination with the Town Manager and staff, is directed to oversee the commencement of the digital records project upon execution of the agreement.

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

[THIS PORTION INTENTIONALLY LEFT BLANK.]

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 7TH DAY OF APRIL, 2026.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:
Mayor

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor

Office of the Town Attorney

Voted:
Councilmember

Voted:
Councilmember

Voted:
Councilmember

**AGREEMENT FOR BUILDING OFFICIAL SERVICES, INSPECTION SERVICES,
AND PLAN REVIEW SERVICES**

THIS AGREEMENT is made and entered into this 13th day of October, 2025, by and between the Town of Melbourne Beach, a municipal corporation (the “Town”), and C.A.P. Government, Inc., a Florida corporation, whose address is 343 Almeria Avenue, Coral Gables, FL 33134 (“Vendor”).

W I T N E S S E T H

WHEREAS, the Town is a municipal corporation existing under the laws of the State of Florida and, in the conduct of business, desires to obtain professional services relating to Building Code Administration Services, Building Official Services, Plans Review Services, and Building Code Inspection Services, for the Town on a continuing basis; and

WHEREAS, the Town issued a Request for Qualifications on April 18, 2025 (the “Solicitation”), attached hereto as **Exhibit A**; and

WHEREAS, the Town evaluated the responses received and found the Vendor qualified to provide the necessary services, as described in Vendor’s Response to the Solicitation and as outlined in **Exhibit B** (“Vendor’s Response”); and

WHEREAS, the Vendor has reviewed the services to be provided pursuant to this Agreement and is qualified, willing, and able to provide all such services as needed in accordance with the terms of this Agreement.

NOW THEREFORE, the Town and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

1.0 **GENERAL PROVISIONS**

1.1 **Recitals.** The foregoing recitals are deemed to be true and accurate and are fully incorporated herein by reference.

1.2 **Engagement.** The Town hereby engages Vendor and Vendor agrees to perform the services outlined in this Agreement for the stated fee arrangement. No prior or present agreements or representations shall be binding upon any of the parties hereto unless expressly incorporated in this Agreement.

2.0 **TERM**

2.1 **Term.** The initial term of this Agreement shall be for one (1) year commencing on October 13, 2025, and terminating on October 12, 2026. The parties shall have the option to extend the term of this Agreement for two (2) one-year periods. Any such extension shall be by mutual agreement of all parties and shall be executed no less than thirty (30) days prior to the expiration of this Agreement’s current term.

3.0 **SCOPE OF SERVICES**

Vendor shall perform, deliver, and carry out, in a professional manner, the type of building department services as set forth in the Solicitation and Vendor’s Response in **Exhibits A and B**, which are fully incorporated herein by reference.

4.0 **AMENDMENTS AND MODIFICATIONS**

Amendments or modifications in the term and conditions set forth in this Agreement, including any exhibits or attachments hereto, must be mutually agreed to in writing and executed by the parties bound to the Agreement.

5.0 **PAYMENT**

5.1 **Rates.** The Town shall pay for services at the rates outlined in **Exhibit B**.

5.2 **Invoices.** All services provided to the Town must be described upon Vendor's invoice with sufficient clarity to the Town to easily identify and confirm the services having been provided. All invoice entries shall clearly indicate the type of service rendered, identify the Vendor's employee who rendered such service, and note the appropriate hourly rate charged.

5.3 **Payment.** Upon receipt of a proper invoice from Vendor, the Town agrees to pay the Vendor the invoice amount providing said amount accurately reflects the terms and conditions of this Agreement. Invoices may only be submitted on a monthly basis unless otherwise agreed by the Town. Unless otherwise agreed in writing by the Town, there shall be no other compensation paid to the Vendor and its principals, employees, and independent professional associates and consultants in the performance of work under this Agreement. The Town agrees to make all payments due within thirty (30) days of receipt of a proper invoice delivered by Vendor. The Vendor may only bill the Town for actual work performed. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Acts, 218.70 et. seq., Florida Statutes.

5.4 **Truth-In-Negotiation Certificate.** Signature of this Agreement by the Vendor shall act as the execution of a truth-in-negotiation certificate certifying that the wage and rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

6.0 **RIGHT TO INSPECTION**

6.1 The Town or its designee shall at all times have the right to review or observe the services performed by the Vendor.

6.2 No inspection, review, or observation shall relieve Vendor of its responsibility under this Agreement.

7.0 **AUDIT AND INSPECTIONS**

The Vendor shall maintain records on the Town's projects, in accordance with generally accepted accounting principles and practices to substantiate all invoiced amounts. Said records shall be kept and made available to the Tow. The Vendor may be audited by the Town in relation to this Agreement at the Town's discretion. Should such an audit by the Town reveal monies owed to the Town, the Vendor shall reimburse the Town for the cost or the audit and pay the principal overcharge amount owed the Town plus interest accrued at the prime interest rate in effect on the date of discovery. Said interest rate shall apply to the principal overcharge amount revealed in the audit for the period from the original payment due date(s) to the payment by the Vendor of all monies owed.

8.0 **PROFESSIONALISM AND STANDARD OF CARE**

Vendor shall do, perform and carry out in a professional manner all Services required to be performed by this Agreement. Vendor shall also use the degree of care and skill in performing the Services that are ordinarily exercised under similar circumstances by reputable members of Vendor's profession working in the same or similar locality as Vendor.

9.0 **WARRANTY OF PROFESSIONAL SERVICES**

The Vendor (for itself and any of its employees, contractors, partners, and agents used to perform the Services} hereby warrants unto the Town that all of its employees (and those of any of its contractors, partners, and agents used to perform the Services) have sufficient experience to properly complete the Services specified herein or as may be performed pursuant to this Agreement. In pursuit of any Work, the Vendor shall supervise and direct the Work, using its best skill and attention and shall enforce strict discipline and good order among its employees, The Vendor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work. The Vendor further warrants that all inspection and plan review personnel of Vendor possess the required Florida state certifications required by Chapters 468, 471, or 481, Florida Statutes.

10.0 **INDEPENDENT CONTRACTOR**

With regard to any and all work performed hereunder, it is specifically understood and agreed to by and between the parties hereto that the contractual relationship between the Town and Vendor is such that the Vendor is an independent contractor and not an agent of the Town. The Vendor, its contractors, partners, agents, and their employees are independent contractors and not employees of the Town. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the Town, on one hand, and the Vendor, its contractors, partners, employees, or agents, during or after the performance of the work under this Agreement.

11.0 **INSURANCE**

Without limiting any of the other obligations or liabilities of Vendor, Vendor shall, at its sole expense, procure, maintain and keep in force adequate amounts and types of insurance conforming to the minimum requirements set forth below. The insurance shall become effective prior to the commencement of work by Vendor and shall be maintained in force until final completion. The Certificate of Insurance must be made to the Town and should reference the operation and shall name the Town as an additional insured. Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the Town. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the Town may carry. The insurance carriers shall have a minimum of "A" rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. The amounts and types of insurance shall conform to the following minimum requirements:

- a. *Worker's Compensation.* Shall cover Vendor and subcontractors to the fullest extent of the minimum coverage amounts required by law.
- b. *Commercial General Liability.* Minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate for bodily injury and property damage liability. This coverage shall also include: Premises and Operations liability; Contractual Liability; and coverage of Vendor's subcontractors and Independent Contractors.

- c. *Commercial Automobile liability.* Minimum limit of \$1,000,000.00 per claim, covering any auto including owned, non-owned, hired or leased. In the event Vendor owns no automobiles, the Commercial Auto Liability requirement shall be amended allowing Vendor to maintain only Hired & Non-Owned Auto Liability.
- d. *Professional Liability Insurance.* Minimum limit of \$1,000,000 per occurrence.

12.0 COMPLIANCE WITH LAWS AND REGULATIONS

In the performance of work and services under this Agreement, Vendor agrees to comply with the Florida Building Code and all Federal, State and Local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement that are applicable to Vendor, its employees, agents or subcontractors, if any, with respect to the work and services described herein. Vendor agrees it shall comply with all applicable Town policies and regulations, rules and guidelines in connection with the Services to be provided hereunder.

13.0 PUBLIC RECORDS

Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Vendor agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Vendor related, directly or indirectly, to the services provided to the Town under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the Town, may be deemed to be a public record, whether in the possession or control of the Town or the Vendor. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Vendor are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the Town's designated custodian of public records.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS:

**AMBER BROWN
507 OCEAN AVENUE
MELBOURNE BEACH, FLORIDA 32951
TOWNCLERK@MELBOURNEBEACHFL.ORG
(321) 724-5860**

Vendor is required to and agrees to comply with public records laws. Vendor shall keep and maintain all public records required by the Town to perform the services as agreed to herein. Vendor shall provide the Town, upon request from the Town Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Vendor 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 the duration of the Agreement term. Upon completion of the Agreement, Vendor shall transfer to the Town, at no cost, all public records in possession of the Vendor, provided the transfer is requested in writing by the Town Clerk. Upon such transfer, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from

public records disclosure requirements. However, if the Town Clerk does not request that the public records be transferred, the Vendor shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town Clerk, in a format that is compatible with the information technology systems of the Town. Should the Town not possess public records relating to this Agreement which are requested to be inspected or copied by the Town or any other person, the Town shall immediately notify Vendor of the request and the Vendor shall then provide such records to the Town or allow the records to be inspected or copied within a reasonable time. If the Vendor does not comply with a public records request, the Town may enforce this Section to the extent permitted by law. Vendor acknowledges that if the Vendor does not provide the public records to the Town within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes. The Vendor acknowledges that if a civil action is filed against the Vendor to compel production of public records relating to this Agreement, the court may assess and award against Vendor the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Vendor, be open and freely exhibited to the Town for the purpose of examination, audit, or otherwise. Failure by Vendor to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the Town upon delivery or a written notice of cancellation. If the Vendor fails to comply with this Section, the Town must enforce this Section, or the Town suffers a third-party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Vendor's failure to comply with this Section, the Town shall collect from Vendor prevailing party attorney's fees and costs, and any damages incurred by the Town, for enforcing this Section against Vendor. and, if applicable, the Town shall also be entitled to reimbursement of all attorneys' fees and damages which the Town had to pay a third party because of the Vendor's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

14.0 **ASSIGNMENT**

Vendor shall not assign or subcontract this Agreement, or any rights or any monies due or to become due hereunder without the prior written consent of Town. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Town and Vendor, and all duties and responsibilities under this Agreement will be for the sole and exclusive benefit of Town and Vendor and not for the benefit of any other party.

15.0 **TERMINATION**

This Agreement may be terminated by the Vendor upon thirty (30) days prior written notice to the Town In the event of substantial failure by the Town to perform in accordance with the terms of this Agreement through no fault of the Vendor. It may also be terminated by the Town with or without cause immediately upon written notice to the Vendor. Unless the Vendor is in breach of this Agreement, the Vendor shall be paid for services rendered to the Town's satisfaction through the date of termination. Upon receipt or a Termination Notice and except as otherwise directed by the Town, the Vendor shall:

- a. Stop work on the date and to the extent specified by the Town;
- b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
- c. Transfer all work in process, completed work and other material related to the terminated work to the Town or approved designee; and

- d. Continue and complete all parts of the work that have not been terminated.

16.0 **GOVERNING LAW; VENUE; DISPUTE RESOLUTION; WAIVER OF JURY TRIAL**

This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be in the Middle District of Florida in Orlando, Florida. In the event of any dispute, claim, or controversy arising out of or relating to this Agreement, the parties agree to first attempt to resolve the matter through good faith negotiations. Any party may initiate the negotiation process by providing written notice to the other party, outlining the nature of the dispute. The parties shall use their best efforts to resolve the dispute within thirty (30) days of such notice. If these efforts are unsuccessful, the matter shall be submitted to a court of appropriate jurisdiction within Brevard County, Florida. Said parties hereby consent to the jurisdiction of such court and **EXPRESSLY WAIVE THE RIGHT TO A JURY TRIAL.**

17.0 **SEVERABILITY**

In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties, at the sole discretion and option of the Town, shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable.

18.0 **INTEGRATION**

The drafting, execution, and delivery of this Agreement by the Parties have been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or Agreements, either oral or written, and all such matters shall be deemed merged into this Agreement.

19.0 **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement but such counterparts shall together constitute but one and the same instrument.

20.0 **NOTICES**

All notices shall be in writing. All notices shall be given by U.S. mail, postage prepaid, or by hand delivery to the Vendor at:

Carlos A. Penin, P.E., President
C.A.P. Government, Inc.
343 Almeria Avenue
Coral Gables, FL 33134

All notices shall be given by U.S. mail, postage prepaid, or by hand delivery to the Town at:

Town Manager
507 Ocean Avenue
Melbourne Beach, FL 32951

Notice shall be deemed to have been given and received on the date the notice is physically received if given by hand delivery, or if notice is given by first class U.S. mail, postage prepaid, then notice shall be deemed to have been given upon the date said notice was deposited in the U.S. Mail addressed in the manner set forth above. Any party hereto by giving notice in the manner set forth, may unilaterally change the name of the person to whom notice is to be given or the address at which notice is to be received by providing the other party written notice of the change.

21.0 **SOVEREIGN IMMUNITY**

The Town intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the Town's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the Town's potential liability under state or federal law. Erdman agrees that Town shall not be liable under this Agreement for punitive damages or interest for the period before Judgment. Further, Town shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

22.0 **INDEMNIFICATION**

For all services performed pursuant to this Agreement, the Vendor agrees to the fullest extent permitted by law to indemnify and hold harmless the Town and its commissioners, employees, officers, individually and in their official capacity, from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability, including reasonable attorney's fees and costs through any and all administrative, trial, and appellate proceedings, directly or indirectly arising from:

- a. any default under this Agreement by Vendor;
- b. any negligent act, omission or operation of work related to all Services performed under this Agreement by Vendor, and its employees, principals, agents, independent contractors, subcontractors and consultants.
- c. the acts, errors, omissions, intentional or otherwise, arising out of or resulting from Vendor's and its employees, partners, contractors, subcontractors and agents on the performance of the Services being performed under this Agreement;
- d. Vendor's, and its employees', partners', contractors', subcontractors and agents' failure(s) to comply with the provisions of any federal, state, or local laws, ordinance, or regulations applicable to Vendor's and its employees', partners', contractors', subcontractors' and agents' performance under this Agreement;
- e. any fraud and misrepresentation conducted by Vendor and its employees, partners, contractors, subcontractors and agents on the Town under this Agreement.

The indemnification provided above shall obligate the Vendor to defend at its own expense or to provide for such defense, at the option of the Town, as the case may be, of any and all claims of liability

and all suits and actions of every name and description that may be brought against the Town or its commissioners, employees, and officers, which may result from any negligent act, omission or operation of work related to the services under this Agreement whether the services be performed by the Vendor, or anyone directly or indirectly employed by them. In all events the Town and its commissioners, employees, and officers, shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein.

23.0 **SUCCESSORS AND ASSIGNS**

Town and Vendor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of Town, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than Town and Vendor.

24.0 **CONFLICT OF INTEREST**

Vendor represents that it presently has no interest and shall acquire no interest either direct or indirect, which would conflict in any manner with the performance of Services required hereunder, as provided for in Section 112.311, Florida Statutes. Vendor further represents that no person having any interest shall be employed for said performance of Services. Vendor shall promptly notify Town in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstances that may influence or appear to influence Vendor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstances and the nature of work that Vendor may undertake. Vendor shall request an opinion by Town as to whether the association, interest or circumstances would, in the opinion of the Town, constitute a conflict of interest if entered into by Vendor. Town agrees to notify Vendor of its opinion within thirty calendar days' receipt of notification by Vendor. If, in the opinion of the Town, the prospective business association, interest or circumstances would not constitute a conflict of interest by Vendor, Town shall so state in its response, and Vendor may, at its option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to the Services provided to Town by Vendor under the terms of this Agreement. If Town, in its sole discretion, determines that there is such a conflict. Vendor shall not enter into or if already entered into, shall immediately terminate such arrangement or Agreement with the subject business associate.

25.0 **E-VERIFY**

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Vendor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021.

Subcontractors:

- a. Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
- b. Vendor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
- c. Vendor shall provide a copy of all subcontractor affidavits to the Town upon receipt and shall maintain a copy for the duration of the Agreement.

Vendor must provide evidence of compliance with section 448.095, Florida Statutes.

Evidence shall consist of an affidavit from the Vendor stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

Failure to comply with this provision is a material breach of the Agreement and shall result in the immediate termination of the Agreement without penalty to the Town. To the extent provided by Florida law, Vendor shall be liable for any additional costs incurred by the Town as a result of the termination of the Agreement.

26.0 **WAIVER**

No inspection by the Town, nor any payment for or acceptance of the whole or part of the items in this Agreement, nor any extension of time, nor any possession taken by the Town of the product or services hereunder shall operate as a waiver of (1) any provision of this Agreement, (2) the right to have It fully performed, (3) any power herein reserved by the Town or (4) any right to damages under this Agreement No waiver of any breach of this Agreement shall be held to be a waiver of any other breach. Failure of Town to insist upon performance within any time period or upon a proper level or quality of performance shall not act as a waiver of Town's right to later claim a failure to perform by Vendor.

27.0 **SCRUTINIZED COMPANIES**

Vendor must provide evidence of compliance with section 287.135, Florida Statutes. Evidence shall consist of an affidavit from the Vendor stating that neither Vendor, its owners, or its principals, are listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engaged in business operations in Cuba or Syria; or on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. Vendor will notify the Town immediately if the Vendor, its owners, or its principals are placed on the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engaged in business operations in Cuba or Syria; or on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

28.0 **PUBLIC ENTITY CRIME**

Any person or affiliate, as defined in § 287.133, *Florida Statutes*, shall not be allowed to contract with the Town, nor be allowed to enter into a subcontract for work on this Agreement, if such person or affiliate has been convicted of a public entity crime within three (3) years of the date this Agreement was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date this Agreement was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state, or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with the Town obtained in violation of this section shall be subject to immediate termination for cause upon notice by the Town to the Vendor. A subconsultant who obtains a subcontract in violation of this section shall be removed from the project and promptly replaced by a subconsultant acceptable to the Town.

29.0 **HUMAN TRAFFICKING**

The Vendor hereby represents, warrants, and certifies that Vendor does not use coercion for labor

or services as defined in § 787.06, Florida Statutes, and that FIRM has provided to the Town the Human Trafficking Affidavit.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement, effective this 13 day of October, 2025.



TOWN OF MELBOURNE BEACH

[Signature]
Lisa Frazier, Town Manager

10/13/25
Date

ATTEST:

[Signature]
Amber Brown, Town Clerk

Approved as to form and legal sufficiency:

[Signature]
Ryan Knight, Town Attorney

C.A.P. GOVERNMENT, INC

[Signature]

Carlos A. Penin, PE, President
Printed Name Title

10/09/2025
Date

Exhibit A

Request for Qualifications dated April 18, 2025

REQUEST FOR QUALIFICATIONS

Town of Melbourne Beach, Florida

CONSULTING SERVICES FOR BUILDING
OFFICIAL SERVICES, INSPECTION SERVICES
AND PLAN REVIEW SERVICES



Date: April 18, 2025

INVITATION TO BID

REQUEST FOR QUALIFICATIONS
TOWN OF Melbourne Beach, FLORIDA
CONSULTING SERVICES FOR BUILDING OFFICIAL SERVICES, INSPECTION
SERVICES AND PLAN REVIEW SERVICES

Pursuant to Section 287.055, Florida Statutes, the Town of Melbourne Beach (Town) invites qualified firms to submit statements of their qualifications to provide engineering and consulting services to the Town in response to this Request for Qualifications (RFQ).

Proposals for the Request for Qualifications for Consulting Services for Building Official, Inspections Services and Plan Review Services for the Town of Melbourne Beach, Florida, will be received at the Town Managers office, located at 507 Ocean Avenue, Melbourne Beach, Florida, until **3:00 P.M. on Friday, May 16, 2025**. Bids received after the above time and date will be returned unopened.

SCOPE OF SERVICES: *The scope of work may include, but is not limited to the following services:*

Building Official -manage and help administer the department and report to Town Manager, help guide citizen through complexities of the code in order to obtain compliance, monitor changes in the code including state and local codes, provide Building Code interpretations for final approval, oversee Certificate of Occupancy issuance, attend staff and Commission meetings as agreed upon, responsible for municipal report, responsible for client satisfaction, work to establish or refine building department processes, and issue stop Work Orders for non-conforming activities, return phone calls and emails to permit holders and contractors.

Inspection Services-perform code compliant inspections to determine that construction complies with approved plans, provide onsite inspection consultations to residents and contractors, return calls and emails from permit holders, identify and document areas of non-compliance.

Plan Review Services-provide plan review services electronically or in paper format, review plans for compliance with adopted building codes and Town Ordinances, be available for pre-submittal meetings by appointment, provide feedback on plan review tracking and scheduling, communicate plan review findings in writing, return a set of finalized plans and all supporting documentation and provide plan revisions

Copies of the Request for Qualifications may be obtained from the Town Managers office, located at 507 Ocean Avenue, Melbourne Beach, Florida. The Town Manager, Elizabeth Mascaro, can be contacted by telephone (321) 724-5860, facsimile (321) 984-8994, and email at townmanager@melbournebeachfl.org. Any addenda to these documents will be issued via electronic mail.

Questions: Direct all questions in writing to the Town Managers office, located at 507 Ocean Avenue, Melbourne Beach, Florida 32951. The Town Manager, Elizabeth Mascaro, can be contacted by telephone (321)724-5860, facsimile (321) 984-8994, and email at Townmanager@melbournebeachfl.org

Proposals shall be:

1. Submitted in the required format listed in the RFQ.
2. Submitted in an envelope marked "**Request for Qualifications, CONSULTING SERVICES FOR BUILDING OFFICIAL SERVICES, INSPECTION SERVICES AND PLAN REVIEW SERVICES, Town of Melbourne Beach, Florida**

In addition, the bidders name and address shall be shown on the outside of the envelope.
Facsimile submittals will not be accepted.

3. Proposals should be mailed or hand delivered to the Office of the Town Manager,
Attention: Elizabeth Mascaro, 507 Ocean Avenue, Melbourne Beach, Florida 32951.

The Town of Melbourne Beach is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a submittal can be considered. Proposals by telephone, email or FAX will not be accepted.

The Town of Melbourne Beach reserves the right to waive informalities deemed to be in the best interests of the Town and to reject any or all bids.

TOWN OF Melbourne Beach



Elizabeth Mascaro
Town Manager

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FOR QUALIFICATIONS
CONSULTING SERVICES FOR CML, UTILITY AND STORMWATER ENGINEERING,
SURVEY, GEOTECHNICAL AND ARCHITECTURAL SERVICES**

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SECTION I

INTRODUCTION

The Town of Melbourne Beach (hereinafter referred to as "Town") is requesting Statements of Qualifications to contract for **CONSULTING SERVICES FOR BUILDING OFFICIAL SERVICES, INSPECTION SERVICES AND PLAN REVIEW SERVICES**

This solicitation shall be part of the Consultants Competitive Negotiation Act process as mandated in F.S. 287.055

RFQ DUE DATE & TIME: Friday, May 16, 2025 at 3:00 P.M. Qualifications packages shall be mailed or hand-delivered to the Office of the Town Manager located at 507 Ocean Avenue, Melbourne Beach, FL 32951. Packages are to be received **NO LATER THAN 3:00 P.M.** Packages received after the specified time and date will not be accepted. The Town will not be responsible for mail delays, late or incorrect deliveries. The time as determined by the computer located at the Town Clerk's desk located at 507 Ocean Avenue, Melbourne beach, FL shall be the official authority for determining late responses.

All RFQ information and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark envelope "**Request for Qualifications, for CONSULTING SERVICES FOR BUILDING OFFICIAL SERVICES, INSPECTION SERVICES AND PLAN REVIEW SERVICES for the Town of Melbourne Beach, Florida**".

Respondent's name and return address must be clearly identified on the outside of the envelope.

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Any additional information should be attached to this format or the respondent may be disqualified.

Respondents shall submit four (5) complete sets (one (1) original (marked "ORIGINAL"), and four (4) copies) of their response, complete with all supporting documentation. Responses submitted by facsimile or electronically will NOT be accepted. Responses, which do not comply with these requirements, may be rejected at the option of the Town. It is the respondent's responsibility to ensure that Proposal submittals are in accordance with all addendums issued. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums will be issued by the Town via email.

Responses not submitted in the format set forth herein shall be rejected unless otherwise explained in the response documents.

For information concerning procedure for responding to this Request for Qualifications (RFQ), contact Elizabeth Mascaro, Town Manager at (321) 724-5860. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services or respondent procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the RFQ Documents shall be submitted in writing and directed to the Town of Melbourne Beach, 507 Ocean Avenue, Melbourne Beach, FL 32951, Attention: Elizabeth Mascaro, Town Manager. Questions may also be sent via e-mail townmanager@melbournebeachfl.org. Questions received less than five (5) calendar days prior to the

due date for the responses will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and may not be relied upon by respondent in submitting their response.

STANDARD TERMS & CONDITIONS

ACCEPTANCE AND REJECTION - The Town reserves the right to accept or reject any and all responses and to accept the response which best serves the interest of the Town of Melbourne Beach. The Town may award sections individually or collectively, whichever is in its best interest, unless the respondent only intends to respond for the contract in its entirety.

ASSIGNMENT - Neither the contract nor payment due may be assigned.

AWARD - Award shall be made to the consultant that demonstrates technical capability while most closely meeting the Town's needs according to the criteria designated in the solicitation.

CONFLICT OF INTEREST - The respondent certifies that this response has not been arrived at collusively or otherwise in violation of federal, state or local laws. Any purchase order, check requisition or contract from which any agent, officer or employee of the Town or any relative thereof, will realize a financial gain, directly or indirectly, shall be void, except that before the execution of a purchase order, check requisition or contract, the Commission shall have the authority to waive compliance with this section when it finds such action to be in the best interest of the Town.

DEVIATION FROM SPECIFICATION - Any deviation from specifications must be clearly stated, explained in detail and accepted by the Town in writing. Otherwise, items offered are expected to be in strict compliance with specifications and the successful response shall be held accordingly.

DISCRIMINATION STATEMENT: An entity or affiliate placed on the Discriminatory Vendor List may not submit a response for a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or perform any public work, may not submit Proposals for leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and may not transact business with any public entity.

ECONOMY OF PREPARATION: The responses should be prepared simply and economically, providing a straightforward, concise description of the respondent's qualifications and ability to fulfill the requirements of the RFQ.

INFORMALITIES - The Town of Melbourne Beach reserves the right to both waive any minor informality in responses and to determine, in its sole discretion, whether or not informality is minor.

INFORMATION AND LITERATURE - Respondents are to furnish all information and literature requested. Failure to do so may be cause for rejection.

INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the attention of Elizabeth Mascaro, Town Manager. Interpretations that may affect the eventual outcome of this RFQ will be furnished in writing to all prospective potential respondents. No interpretation shall be considered binding unless provided in writing by the Town of Melbourne Beach.

NON-DISCRIMINATION - The successful respondent will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

PATENTS AND COPYRIGHTS - The respondent will agree to hold harmless the Town of Melbourne Beach, its officers, agents and employees from liability of any kind, including cost and expenses, with respect to any claim, action, cost or judgment for patent or copyright infringements.

PAYMENTS - Upon acceptance of work by using the Finance Department of the Town, employees and others, the Town shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or perform any public work, may not submit a response for leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the Convicted Vendor List.

PUBLIC RECORDS: Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01 F.S., The Public Records Law. Information and materials received by the Town in connection with an RFQ response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the respondent believes any of the information contained in his or her response is exempt from the Public Records Law, then the respondent must in his or her response, specifically identify the material, which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the Town will treat all materials received as public records.

TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the Town may, upon written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the Town by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the Town, become the Town's property and the contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Town. The Contractor, however, shall not be relieved of liability to the Town for damages sustained by the Town by reason of any breach of the Agreement by the Contractor, and the Town may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the Town from the Contractor can be determined.

TERMINATION FOR CONVENIENCE: The Town reserves the right, in its best interest as determined by the Town, in its sole discretion, to cancel the contract by giving written notice to the Contractor thirty (30)-days prior to the effective date of such cancellation.

TIME FOR CONSIDERATIONS - Proposals will be irrevocable after the time and date set for the opening of Proposals and for a period of ninety (90)-days thereafter.

TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any respondent, they will not be considered as trade secrets until the Town is presented with the alleged secrets together with proof that they are legally trade secrets. The Town will then determine whether it agrees and consents that, they are in fact trade secrets. If a respondent fails to submit a claim of trade secrets to the Town before obtaining the Town's agreement, any subsequently claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (F.S. 119.01).

SPECIAL CONDITIONS

ADDENDUM AND AMENDMENTS TO REQUEST FOR QUALIFICATIONS: If it becomes necessary to revise or amend any part of this Request for Qualifications, the Town will furnish the revision by written Addendum to all prospective respondents who are recorded with the Town as having received an original Request for Qualifications.

INDEMNIFICATION STATEMENT - By submitting a response document signed by an authorized agent of the respondent, respondent acknowledges and accepts the terms and conditions of the following Indemnification Statement in the event of contract award:

"For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor shall indemnify, hold harmless and defend the Town of Melbourne Beach, its officers, agents, officials, representatives and employees (hereinafter the "Town") against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the Town may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of Contractor, its agent(s), vendors, contractors, subcontractor(s), representatives, servants, or employees in the execution, performance or nonperformance or failure to adequately perform contractor's obligations pursuant to this contract."

LIMITATION OF LIABILITY STATEMENT - By submitting a response document signed by an authorized agent of the respondent, respondent acknowledges and accepts the terms and conditions of the following Limited Liability Statement in the event of contract award:

"The TOWN desires to enter into this Agreement only if in so doing the TOWN can place a limit on the TOWN's liability for any cause of action arising out of the Agreement, so that the TOWN's liability for any breach never exceeds the sum of \$100. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR expresses its willingness to enter into this Agreement with the knowledge that the CONTRACTOR's recovery from the TOWN to any action or claim arising from the Agreement is limited to a maximum amount of \$100 less the amount of all funds actually paid by the TOWN to CONTRACTOR pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, CONTRACTOR agrees that the TOWN shall not be liable to CONTRACTOR for damages in the amount in excess of \$100, which amount shall be reduced by the amount actually paid by the TOWN to CONTRACTOR pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the TOWN's liability as set forth in Section 768.28 Florida Statutes, or to extend the TOWN's liability beyond the limits established in said Section 768.28 Florida Statutes;

and no claim or award against the TOWN shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest."

PROPOSER EXPENSES - No out-of-scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The Town will not pay a retainer or similar fee. The Town is not responsible for any expenses that respondent may incur in preparing and submitting responses called for in this request. The Town will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the respondent. The Town will not be liable for any costs incurred by the respondent in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The respondent shall furnish such additional information/clarification as the Town may reasonably require. This includes, but is not limited to, information that indicates financial resources as well as the ability to provide and maintain the services requested. The Town reserves the right to make investigations of the qualifications of the respondent as it deems appropriate including, but not limited to, a background investigation of service personnel to be conducted by the Town of Melbourne Beach Police Department or its designees.

REQUEST FOR MODIFICATION: The Town reserves the right to negotiate a final agreement with the top- ranked respondent(s) to meet the needs of the Town.

TERMS: The initial contract period shall be for One (1) years and will begin as of the date on the Notice of Award. The terms will allow for renewals of the agreement of both parties. Contract renewal(s) may be based upon satisfactory performance and funding as made available by the Town through its regular budgeting process on an annual basis.

STANDARD INSURANCE REQUIREMENTS

The Certificate of Insurance should be made to the Town of Melbourne Beach, 507 Ocean Avenue, Melbourne Beach, FL 32951 and should reference the operation and name the Town as an additional insured.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the Town of Melbourne Beach.

All Certificates of Insurance shall be approved by the Town **W:W,C** to the commencement of any work. Minimum coverage with limits and provisions are as follows:

COMMERCIAL GENERAL LIABILITY INSURANCE:

It is required that individuals and firms contracting with the Town of Melbourne Beach, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than \$1,000,000 and with a deductible not greater than \$1,000. It is further required that the Town of Melbourne Beach be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE:

It is required that individuals and firms contracting with the Town of Melbourne Beach who own licensed

motor vehicles that will be utilized in connection with any Town contract or job maintain automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun. It is further required that individuals and firms contracting with the Town of Melbourne Beach who lease, rent, or borrow licensed motor vehicles that will be utilized in connection with any Town contract or job be required to maintain non-owned or hired automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

PROFESSIONAL LIABILITY INSURANCE:

Professionals and professional corporations, associations, and firms who contract with the Town of Melbourne Beach to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

WORKERS' COMPENSATION INSURANCE:

It is required that firms employing four or more people who contract with the Town of Melbourne Beach maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the Town of Melbourne Beach comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at \$250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

SECTION II

1. GENERAL INFORMATION

The Town of Melbourne Beach is requesting Statements of Qualifications from qualified consulting firms in the state of Florida. This solicitation shall be part of the Consultants Competitive Negotiation Act process as mandated in F.S.287.055. The Town reserves the right to enter into contract with more than one firm in different categories of work and to classify the type of work awarded to selected consultant(s).

2. SCOPE OF SERVICES

The scope of work may include, but is not limited to the following services: permitting, inspecting, reporting, compliance, testing, evaluation, planning, and design.

The firms will be expected to incorporate innovations and best practices relative to environmental sensitivity in all projects. Evaluation criteria may be based on typical availability to expedite permitting, inspection, effective quality control, construction management, error management, and engineering

Other criteria for selection may include previous experience, location & references, and ability to meet deadlines.

Additional related services may also be requested by the Town of Melbourne Beach. Authorization to perform tasks will be given on an individual task order basis in accordance with Town of Melbourne Beach Purchasing guidelines and budgetary restraints.

3. MINIMUM RESPONDENT QUALIFICATIONS

A copy of the Statements of Qualification requirements will be available beginning April 18, 2024 from the office of the Town Manager located at 507 Ocean Avenue, Melbourne Beach, FL 32951.

One (1) Marked as "**Original**" qualification package and four (4) copies must be submitted.

The Town reserves the right to reject any or all Statements of Qualification or any portion thereof, with or without cause, to waive technical errors and informalities, and to accept the firm, which, in its judgment will best serve the Town.

Qualified firms wishing to respond to this RFQ must provide all services described in this document, whether directly or through sub-consultants. The Town reserves the right to approve or disapprove any sub-consultants. This does not, however, limit the use of qualified sub-consultants.

The successful respondent will appoint one of its employees as the key contact for approval by the Town Manager.

It is the Town's belief that the service required is adequately described herein. Therefore, any negotiated contract or Task Order, which may result from this RFQ, must include the entire effort required of the respondent to provide the service described. Specifically, no additional fees shall be allowed for any additional services performed for any reasons whatsoever except those directly attributable to the Town's errors or omissions. A provision to this effect shall be included in any negotiated contract.

SECTION III

PROPOSAL SUBMITTALS

For the response to be considered, one (1) original **marked "ORIGINAL"**, and four (4) copies of the proposal must be received by the Town of Melbourne Beach on or before **3:00 P.M. Friday, May 16, 2025**.

Respondents must include the following information and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

Title Page (1 page maximum): Title Page shall show the Request for Qualification subject and title; "**Request for Qualifications, CONSULTING SERVICES FOR BUILDING OFFICIAL SERVICES, INSPECTION SERVICES AND PLAN REVIEW SERVICES for the Town of Melbourne Beach, Florida**"; the firm's name; the name, address, telephone number and email address of a contact person; and the date of the proposal.

Cover Letter (2 pages maximum): The response shall contain a cover letter signed by a person who is authorized to commit the offeror to perform the work included in the RFQ and should identify all materials and enclosures being forwarded in response to the RFQ. **The cover letter shall clearly indicate**

which category (or categories) of work for which the firm wishes to be considered.

Table of Contents (1 page maximum): The Table of Contents shall provide a listing of all major topics, their associated section number, and starting page.

Executive Summary: The Executive Summary section of the proposal shall be limited to two (2) typewritten pages. The purpose of the Executive Summary is to provide a description of the offeror's ability to meet the requirements of the RFQ.

General Information: The General Information section of the proposal shall be limited to two (2) typewritten pages. The purpose of the General Information section is to provide a brief discussion of Proposers business history and current purpose/function in the marketplace.

Summary of Qualifications: The Summary of Qualifications section of the proposal shall be limited to two (2) typewritten pages **pr cate ocy, which the consultant wishes to be considered.** Indicate the Proposers background in providing these services to governmental entities. Provide a listing of comparable client references that are using the Proposers professional services, (i.e., client name, address, telephone number, contact person and length of time service was provided). Indicate specifically the members of the firm who will have primary responsibility for the Town's contract. Also, indicate all key individuals and their tasks and/or areas of expertise. Innovative approaches to projects should be highlighted. **Each category should be tabbed for ease of evaluation.**

Resumes and Attachments (5 pages maximum): Resumes and additional information which the offeror feels will assist in the evaluation should be included.

SECTION IV

REQUEST FOR QUALIFICATION TIME LINE

The anticipated schedule for this RFQ is as follows: Ranking based on written submittals will be made within sixty (60) days of submittal of the qualification package. If Oral interviews are required, Interviews will be scheduled within ninety (90) days of submittal of written qualifications and final ranking within thirty (30) days of interview dates.

EVALUATION PROCEDURE

All responses will be subject to a review and evaluation process. It is the intent of the Town that all consultants responding to this RFQ who meet the requirements shall be ranked in accordance with the criteria established in these documents. The Town will consider all responsive and responsible responses received in its evaluation and award process. The Town will appoint a committee to evaluate the submittals.

The Town's evaluation criteria will include consideration of, but will not be limited to the following:

- 1) Responsiveness of the consultant related to the Scope of Work;
- 2) The ability, capability and skill of the consultant to perform the contract;
- 3) The quality, availability and adaptability of the supplies or contractual services to the particular use required;
- 4) The ability of the proposer to provide future service for the use of the subject of the contract;
- 5) The sufficiency of the financial resources and ability of the consultant's personnel to perform the contract or service;

- 6) Whether the consultant has performed similar contracts within the time specified, without delay or interference;
- 7) The character, integrity, reputation, judgment, experience and efficiency of the consultant;
- 8) The quality of performance of previous contracts;
- 9) The previous and existing compliance by the proposer with laws and ordinances relating to the scope of services;
- 10) Responsiveness of client references;
- 11) Location as it relates to the ability of the consultant to provide requested services;
- 12) Such other information as may be secured deemed applicable by the Town.

CRITERIA

Firms meeting the mandatory criteria will have their proposals evaluated and scored for qualifications in categories, which they have been requested to be considered. The following represent the principal selection criteria which will be considered during the evaluation process.

1) **Mandatory Elements**

- a) The Building Official is licensed in the State of Florida.
- b) Services will be performed during the Town's regular business hours.
- c) The Building Official will be on-site at 507 Ocean Avenue as mutually agreed upon.
- d) Inspectors will be dispatched on as an as-needed basis
- e) A representative will be on-site on a weekly basis based on activity level.
- f) A representative will be available by phone and email.
- g) A representative will meet with the public by appointment.

2) **Experience and Qualifications**

- a) Has the firm successfully completed work for the Town in the past?
- b) Location of firm's office and personnel
- c) How well has the firm demonstrated experience completing similar projects on time and within budget?
- d) How successful is the general history of the firm regarding timely and successful completion of projects?
- e) Do the individuals assigned to the project have experience on similar projects?
- f) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- g) How knowledgeable are the offeror's personnel of the local area; and how many individuals have worked in the area previously?
- h) How extensive is, the applicable education and experience of the personnel designated to work on the project?
- i) Has the firm provided innovative solutions on previous projects?

During the evaluation process, top-ranked firms may be asked to participate in oral interviews. Such interviews will provide firms with an opportunity to answer any questions the Town may have on a firm's proposal. Not all firms may be asked to participate in such interviews.

SELECTION PROCESS

In general, the Town wishes to avoid the expense to the Town and to proposers of unnecessary presentations. Therefore, the Town will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm(s) can be clearly identified by review of the written submittals alone, then the evaluator(s) shall request to schedule the top ranked firm(s) for interviews (up to five) in person.

Exhibit B

CAP Government, Inc.'s Response to Request for Qualifications



cap government
A Bureau Veritas Company



TAB 1

TITLE PAGE

RFQ

Consulting Services for
Building Official Services,
Inspection Services and
Plan Review Services





May 16, 2025

Ms. Elizabeth Mascaro
 Town Manager
 Town of Melbourne Beach, Florida
 507 Ocean Avenue
 Melbourne Beach, FL 32951

RE: Request for Qualifications – Consulting Services for Building Official Services, Inspection Services and Plan Review Services

Dear Ms. Mascaro:

C.A.P. Government, Inc. (CAP) hereby submits our proposal to the Town of Melbourne Beach, Florida (Town) for the above referenced services. **CAP thoroughly understands the scope of services and has submitted one (1) original and four (4) copies of our response to this RFQ.** Our company has the ability, expertise, and commitment to perform the work in a timely and professional manner.

CAP has been providing outsourced services to governmental agencies in Florida for over thirty-six (36+) years. Our corporate philosophy is to deliver these services by creating positive customer experience while maintaining the highest standards of accuracy, efficiency, and transparency. We believe this aligns perfectly with the Town's vision for its Building Department customers.

CAP is a State of Florida Corporation with three (3) strategically located offices in Florida including:

Corporate Office:

343 Almeria Avenue
 Coral Gables, FL 33134
 (305) 448-1711

Broward County

100 S.E. 12th St.
 Fort Lauderdale, FL 33316
 (954) 888-9531

Palm Beach County

1910 N. FL. Mango Rd.
 W. Palm Beach, FL 33409
 (561) 508-0615

CAP's extensive expertise and commitment to excellence make us the ideal consultant to provide the following services (categories) to the Town: Building Official, Plan Review and Inspections. We ensure full compliance with the responsibilities in enforcing the Florida Building Code outlined in Section 468.604, Florida Statutes.

Our delivery of these services complements the Town's philosophy of creating positive customer experience without sacrificing accuracy and efficiency. As you review our qualifications, we call to your attention the following points:

- **Qualifications:** CAP was founded Thirty-Six (36) years ago in 1989 and is the pioneer of outsourcing Building Department services to municipalities throughout Florida. We currently serve over eighty-five (85+) municipalities and nine (9) educational institutions.
- **Staff Availability:** CAP has over three hundred (300+) employees. Our proposed technical staff is "fully certified, qualified, trained and experienced"



May 16, 2025

Ms. Elizabeth Mascaro

Town Manager

RE: Request for Qualifications – Consulting Services for Building Official Services, Inspection Services and Plan Review Services

- **Location:** Since 2013 CAP has been investing, developing, and implementing an Electronic Plans Review (EPR) platform that allows our Plans Examiners to work electronically in an efficient, transparent, and real time manner.

In closing, here are some key facts that set us apart from our competition: No other company in Florida matches our years of experience, number of clients served, and size of our team. Why choose us? Consider the numbers:

Why CAP? By the Numbers!

| | |
|------|---|
| 36+ | Years in Business (Est. in 1989). |
| 34 | Years Outsourcing Building Services Exclusively to the Government |
| 11 | Municipal Clients - Full Service |
| 67 | Municipal Clients - Supplemental Services |
| 9 | Educational Clients |
| 87 | Total Building Department Outsourcing Clients |
| 12 | Years providing Electronic Plan Review (EPR) |
| 300+ | Employees dedicated to outsourcing Building Services |

If given the opportunity, we will provide customer centered Services to the Town of Melbourne Beach, Florida. If you require any additional information, or wish to discuss this proposal further, please contact me at 305.458.6000.

Very truly yours,
C.A.P. Government, Inc.

Carlos A. Penin, PE
President



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EXECUTIVE SUMMARY:

C.A.P. Government, inc. (CAP) has been outsourcing **Building Official, Inspections and Plan Review Services** to governmental agencies in the State of Florida for over thirty-six (36) years. **More importantly CAP is proud to have been providing these services effectively and efficiently.**

The firm’s capabilities are reinforced through staff’s knowledge of the Florida Building Code (FBC) and all applicable building codes and regulations, including Town codes and ordinances. We currently provide Building Official services to over fifteen (15) municipalities. **In addition, we currently provide similar services to neighboring municipalities including the Town of Melbourne Village which is approximately 6.6 miles from the Town of Melbourne Beach.**

Our capacity to fulfill this RFQ’s requirements is evidenced by CAP’s position as Florida’s leading firm in Building Department Services, serving over eighty-five (85) municipalities and nine (9) educational clients. We employ over 300 fully qualified, state-licensed professionals certified by the Florida Department of Business and Professional Regulation.

CAP excels in delivering innovative solutions that meet client requirements while expediting project timelines and ensuring quality. We achieve superior results by integrating Best Practices for the following services:

- **Plan Review**
- **Inspection**
- **Quality control**
- **Construction management**
- **Error management**

We streamline permitting by using digital tools. Since 2013, CAP has been investing in, developing, and implementing an Electronic Plans Review (EPR) platform. This platform enables our Plans Examiners to work electronically in an efficient, transparent, and real-time manner, ensuring accurate and timely inspections and documentation.

Our inspection process determined that construction complies with approved plans. Our staff identifies and documents areas of non-compliance.

CAP’s proven track record of incorporating innovations and best practices makes us uniquely positioned to deliver Building Official, Inspection and Plan Review services to the Town. Our expertise and innovation ensure high-quality outcomes that align with Town’s expectations.

CAP has been an integral part of responding to Hurricanes. Our highly trained staff has taken a leadership role in preparing the local community for these events, during the damage assessment and recovery efforts in the aftermath. CAP is not only responsive to our clients’ needs but to also anticipate and deal with potential issues before they rise to a level of concern.



GENERAL INFORMATION:

Founded in 1989, C.A.P. Government, Inc. (CAP) began as a visionary response to the growing need for municipal support in building department operations across South Florida. The company's pioneering contract with the Village of Key Biscayne marked a significant milestone, establishing CAP as one of the first firms in the region to offer outsourced building department services.

Over the following decades, CAP built a strong reputation for professionalism, flexibility, and quality service. **This allowed the company to expand its footprint to more than eighty-five (85) municipalities and nine (9) educational institutions.** By developing adaptable service models ranging from full building department management to supplemental and expedited services.

CAP has met the evolving needs of local governments while maintaining high standards of **code compliance, public safety, and customer service.**

As the demand for efficient and cost-effective public sector support grew, CAP's team expanded to over **300+ professionals**, including certified Building Officials, Inspectors, Plan Reviewers, and Administrative Staff.

Our Core Services are the following:

Full Building Department Management

CAP provides comprehensive management of all building department operations, including staffing positions such as Building Official, Plans Examiner, Inspectors, IT

Support, Administrative Support, Municipal Code Enforcement, Floodplain and Planning and Zoning.

Supplemental Services

This model offers managerial, technical, and administrative staff on an as-needed basis, allowing clients to adjust staffing levels according to demand.

Hybrid Model

CAP offers expedited services for an additional fee, providing clients with flexibility and timely support for urgent needs.

Additional services include Electronic Plan Review (EPR), field inspections with real-time digital documentation, code enforcement, administrative support, emergency/disaster response, and continuing education for staff.

Today, CAP operates out of offices in **Coral Gables (corporate headquarters), Fort Lauderdale, and West Palm Beach**, continuing its mission to deliver responsive, innovative, and transparent services to municipalities across the State of Florida.

Office Locations

- **Corporate Office:**
343 Almeria Ave
Coral Gables, FL 33134
- **Broward Office:**
100 SE 12th St.
Fort Lauderdale, FL 33316
- **Palm Beach Office:**
1910 N Florida Mango Rd.
West Palm Beach, FL 33409

**TOWN OF MELBOURNE BEACH, FLORIDA
RFQ - CONSULTING SERVICES FOR BUILDING OFFICIAL SERVICES,
INSPECTION SERVICES PLAN REVIEW SERVICES**



SUMMARY OF QUALIFICATIONS

C.A.P. Government, Inc. (CAP) was founded on **April 10, 1989**, by Mr. Carlos A. Penin, PE. In 1992 CAP entered into an agreement with the newly incorporated Village of Key Biscayne to offer the outsourcing of Building Department professional services. We have been doing so *continuously* since then.

We currently deliver Building Department services to eighty-five (85) municipalities, and to nine (9) educational institutions.

CAP is a State of Florida Corporation with three (3) offices in Miami-Dade, Broward and Palm Beach Counties.

C.A.P. GOVERNMENT, INC.

- **Miami-Dade**
343 Almeria Avenue
Coral Gables, FL 33134
(305) 448-1711
- **Broward**
100 S.E. 12th St.
Fort Lauderdale, FL 33316
(954) 888-9882
- **Palm Beach**
1910 N. FL. Mango Road
W. Palm Beach, FL 33409
(561) 508-0615

The following list is provided to highlight CAP's relevant and current experience with other municipalities.

Entity: Town of Melbourne Village

Address: 555 Hammock Rd.
Melbourne Village, FL 32904

Telephone Number: (321) 723-8300
Contact Person: Ms. Heather Roberts, Town Clerk/Treasurer

Project Description: Building Official, Plans Review and Inspections

Dates of Services: 2022 – Ongoing (3 years)

Entity: Town of Palm Shores

Address: 5030 Paul Hurtt Lane
Palm Shores, FL 32940

Telephone Number: (321) 242-4555
Contact Person: Ms. Patricia J. Burke, Town Manager

Project Description: Building Official, Plans Review and Inspections

Dates of Services: 2021 – Ongoing (4 years)

Entity: City of Bunnell

Address: 604 E. Moody Blvd.
Bunnell, FL 32110

Telephone Number: (386) 986-6004
Contact Person: Mr. Jeff Parsons, Community Dev. Director

Project Description: Building Official Plans Review and Inspections Services.

Dates of Services: 2023 – Ongoing (2 years)

Entity: City of Aventura

Address: 19200 W. Country Club Dr.
Aventura, FL 33180

Telephone Number: (305) 466-8910
Contact Person: Mr. Byron Pegues, City Manager

Project Description: Building Official, Plans Review and Inspections Services.

Dates of Services: 1995 – Ongoing (30 years)

Entity: City of Weston

Address: 17200 Royal Palm Drive
Weston FL 33326

Telephone Number: (954) 385-2000
Contact Person: Mr. Donald Decker, City Manager

Project Description: Building Official, Plans Review, Inspections, and Permit Technicians Services.

Dates of Services: 2005 – Ongoing (20 years)

**TOWN OF MELBOURNE BEACH, FLORIDA
RFQ - CONSULTING SERVICES FOR BUILDING OFFICIAL SERVICES,
INSPECTION SERVICES PLAN REVIEW SERVICES**



Entity: Town of Malabar

Address: 2725 Malabar Road
Malabar, FL 32950

Telephone Number: (321) 727-7764

Contact Person: Ms. Lisa Morrell, Town
Manager

Dates of Services: 2022 – Ongoing (3 years)

TEAM EXPERIENCE:

Mr. Carlos A. Penin, PE

Principal-In-Charge:

As President and founder of C.A.P. Government, Inc., Mr. Penin oversees the daily operations of the firm. He will be responsible for the contract between the Town and CAP.

Mr. Judson Dulany, CBO, PX, BN

QA/QC

Mr. Dulany has over thirty (30) years of experience in construction management and twenty (20) years of hands-on construction skills gained through experience as a commercial, residential, and industrial State of Florida Certified Building and Roofing Contractor. He is knowledgeable in all aspects of construction: estimating, contracts, underground utilities, site work, foundations, structural walls, sub-contractors (electrical, HVAC, plumbing) and roof systems. His current responsibilities with CAP involve municipal building department operations throughout Palm Beach County

Mr. Jeremie Bennett -Building Official.

Mr. Bennett has over thirty (30) years of experience, and highly skilled Building Official experience in managing complex projects requiring the services of multiple disciplines from project initiation phase through financial closeout. His responsibilities also include enforcing the Florida Building Code (FBC) and any other local, state, and national codes and standards. Jeremie will provide direction and oversight for overall projects, and projects that entail complex building leasing projects

We have enclosed resumes demonstrating backgrounds of our proposed staff in TAB 7 Resumes and Attachments.

**TOWN OF MELBOURNE BEACH, FLORIDA
RFQ - CONSULTING SERVICES FOR BUILDING OFFICIAL SERVICES,
INSPECTION SERVICES PLAN REVIEW SERVICES**



C.A.P. Government, Inc. (CAP) will be pursuing the following categories: **Building Official, Inspection and Plan Review Services.**

BUILDING OFFICIAL SERVICES:

CAP provides Building Official services to over fifteen (15) municipalities, delivering expertise, leadership, and community-focused guidance for safe and compliant construction practices. With decades of experience, we have established a strong track record of managing building departments with professionalism and dedication.

We have provided the Building Official in the Town of Aventura for 30 years and the City of Weston for 20 years, demonstrating our commitment to long-term partnerships. These relationships reflect our ability to adapt to the unique needs of each municipality while maintaining high standards of service.

INSPECTION SERVICES:

CAP's staff have extensive experience in delivering inspection services, and conducting code-compliant inspections to ensure construction aligns with approved plans. We provide on-site consultation for residents and contractors, promptly respond to all calls and emails, and identify and document areas of non-compliance.

Inspectors will provide technical field inspections of buildings, equipment, and installations during various phases of construction, and grant inspection approvals

if found in compliance with the Florida Building Codes, regulations and approved permit documents.

A written recommendation of approval or denial of each inspection will be provided with a clear observation of the findings to support such recommendations, including code sections applicable to the denials. On disapproved items, we will provide further discussions with Architects, Engineers, Contractors and owners builders to obtain the modifications necessary for approval.

PLAN REVIEW SERVICES:

CAP has extensive experience providing both electronic and paper-based plan review services tailored to meet the specific needs of the client. We are well-versed in reviewing plan submittals for compliance with adopted building codes, zoning regulations, and town ordinances. Our team conducts thorough evaluations to ensure accuracy and consistency with all applicable standards.

Since 2013 CAP has co-developed a simple, user friendly and transparent Electronic Plans Review (EPR) software. We are confident that through our system, we can successfully provide the Town of Melbourne Beach with all the required Remote Plans Review services. We firmly believe that EPR will make the review process more efficient and transparent. Our program allows the project stakeholders "real-time" access to the status of their application and to the submittals from the design professionals across different platforms using internet connectivity.

**TOWN OF MELBOURNE BEACH, FLORIDA
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Since our Reviewers provide the service remotely, they have better access to data and are more flexible with their time. Data will be exchanged electronically thus reducing or eliminating paper bulk and environmental impact. Additionally, data stored electronically is safer and easier to retrieve. In short, the EPR system adds efficiency and value to the entire Plans Review process.

submission expectations. Throughout the review process, we utilize a structured tracking and scheduling system to ensure timely reviews and maintain clear communication with all stakeholders.

Our software has been successfully used to review, and process plans to our municipal and educational clients. We are currently providing EPR services to various municipalities in **Miami-Dade, Broward, Palm Beach, Lee and Polk Counties.** CAP is also providing EPR services to educational clients like **Miami Dade College, Florida International University, and Miami-Dade County Public Schools.** Based on these successes, we are confident that EPR will continue to ensure the entirety of the Building Review and Permitting process is more efficient, effective & straightforward in a method that takes full advantage of today's technologies.

All plan review findings are communicated in writing, detailing code references and required corrections or clarifications. In cases where revisions are necessary, our team coordinates closely with applicants to review and incorporate updates efficiently, ensuring a streamlined process from initial submittal to final approval.

CAP's team is available for pre-submittal meetings by appointment, offering applicants the opportunity to receive early feedback and guidance on code requirements and

Ison D. Dulany, BU, PX, BN

QC

Education
Associate of Arts Business
Palm Beach Community
College

Mr. Dulany has over thirty-five (35) years of experience in construction management and twenty (26) years of hands-on construction skills gained through experience as a commercial, residential, and industrial State of Florida Certified Building and Roofing Contractor and Building Code Administrator. He is knowledgeable in all aspects of construction: estimating, contracts, underground utilities, site work, foundations, structural walls, sub-contractors (electrical, HVAC, plumbing) and roof systems.

Licenses / Registrations
Building Code
Administrator
1990

Mr. Dulany's experience includes:

Building Official, Building Plans Examiner, Inspector and Floodplain Manager, C.A.P. Government, Inc.

2015 – Present

Responsible for planning, directing, and overseeing CAP's Palm Beach County operations. Serves as the Building Official for several municipalities in Palm Beach and Central Florida region: Glades County, City of Belle Glade, City of South Bay, City of Pahokee, Town of Malabar, Town of Palm Shores, and the City of Bunnell. Reviews building plans for compliance with the Florida Building Code and local regulations; prepares written reports on code discrepancies and code violations; develops, maintains, and updates records of codes and plan reviews. Determines the structural soundness of buildings and construction projects.

Building Plans Examiner
19626

Building Inspector
19644

Building Contractor
1058100

Roofing Contractor
1057998

Owner & Operator, Grace Construction, Inc.

1997 – 2015

Self-employed State certified building and roofing contractor. Responsibilities included customer relations, material takes offs, blueprint comprehension and bonding requirements. Day to day operations of construction and roofing companies estimate commercial, industrial, and residential customers. design build campgrounds, marina renovations, recreational parks. Also served as project manager for general contractor fast food restaurants construction, east and west coast of Florida.

Roofing Inspector
19254

Certified Flood Plain
Manager

Superintendent, Tripp Construction, Inc.,

1997 - 1998

Responsibilities included:

- 500 plus single-family home construction
- Multi-family housing construction 1,2, and 3 Story
- Medical Office and emergency room construction
- Law enforcement gun range
- Educational construction classrooms and auditorium
- Industrial storage building, farm warehouses, metal buildings
- Parks and Recreation Facilities Construction



Jeffrey Parsons, BU, PX, BN

Building Official

Licenses / Registrations

Building Code
Administrator
BU2310

Mr. Parsons has experience performing inspections on residential and commercial. Coordinating sub-contractors for quality control and safety. Reviewing plans and preparing inspection reports including a detailed protocol for a thorough and safe remediation or abatement as needed for their property.

Building Plans Examiner
PX5222

Mr. Parsons's professional experience includes:

Plans Examiner, C.A.P. Government, Inc. 2023 – Present

Reviews plans to ensure that the plans meet building codes and requirements of the state, county, and city where the construction is taking place. Responsible for inspecting the installation of electrical systems and equipment to detect faulty wiring and ensure they comply with electrical codes and standards. Visits construction sites and residences, perform inspections, and make recommendations for improvement. responsible for direct regulatory administration or supervision of plan review, enforcement, or inspection of building construction, erection, repair, addition, remodeling, demolition, or alteration projects that require permitting indicating compliance with building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other construction codes as required by state law or municipal or county ordinance.

Environix, Lead Inspector

Performed inspections on residential and commercial properties for the presence of microbial growth, asbestos, lead, or a suspected contaminant affecting the indoor environment. Provided the client with an inspection report including a detailed protocol for thorough and safe remediation or abatement as needed for their property.

Building Inspector
BN9222

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Anthony Rigle, PX, BN

Building Plans Examiner & Inspector

Education

BSc Business Management
Palm Beach State College

Certificate Business Specialist
and AA
Palm Beach State College

University of Florida, Bachelor of
Science, Civil Engineering, 1977

Licenses / Registrations

Building Plans Examiner
X4559

Building Inspector
N8098

Commercial Building Inspector
C9131032

Mr. Rigle has seven (7) years of experience working in the field of Construction. He has knowledge in all aspects of supervising different residential, building, and commercial construction projects.

Mr. Rigle's experience includes:

Building Plans Examiner & Inspector, C.A.P. Government, Inc. 2024 – Present

Reviews building plans for compliance with construction codes and regulations; prepares written reports on code discrepancies and code violations; develops, maintains and updates records of codes and plan reviews; interprets codes ordinances and regulations and issues department codes. Determines the structural soundness of buildings and construction projects. Tasks Include inspecting and assessing the structural quality of a building and ensuring compliance with zoning regulations, national building codes, and contract specifications.

Building inspector, Palm Beach County (2021-2024) Building Inspector/Plan Reviewer, Village of Palm Springs (2020-2021)

Raquel Barrera, PX, BN

Mechanical Plans Examiner & Inspector

Education

Bachelor of Science, Business
Management
Florida University, Ft. Lauderdale

Associate of Science, Air
Conditioning Engineering
Technology
Miami Dade Community College,
Miami, FL

Heating, Refrigeration,
Cooling
Miami Lakes Technical
Center, Miami Lakes

Member for Facilities
Management Program
Member of The Association of
Professional Education Facilities
Managers

Licenses / Registrations

Building Inspector
N14

Building Plans Examiner
N17

Mr. Barrera has over twenty-eight (28) years of experience as a licensed mechanical and air conditioning contractor, specializing in the review of mechanical design documents and field inspections for compliance with the requirements of the Florida Building Code (FBC), with emphasis on the requirements of the FBC-Mechanical and the Florida Energy Conservation Code

Mr. Barrera's professional experience includes:

Mechanical Plans Examiner and Inspector, C.A.P. Government, Inc. 2024-Present

Responsible for inspection of mechanical, and other systems for commercial and residential sites, like appliances, boilers, elevators, gas and oil lines, and HVAC systems. Evaluates and approves or disapproves of the work done in accordance with local and state regulations. Reviews plans to ensure that the plans meet building codes and requirements of the state, county, and city where the construction is taking place. Evaluates and interprets mechanical documents.

Sr. Mechanical Inspector/Plans Examiner, Mechanical Inspector, City of Fort Lauderdale Development Services Department (2019-2021) Air Conditioning Contractors, Proserv America, LLC, Pembroke Pines, FL (2010-2019) Facilities Engineer, Leon Medical Centers Doral, Florida (2016-2019)

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Anthony D'Auria, PX, BN

Plumbing & Mechanical Plans Examiner & Inspector

Education

Master & Journeyman Plumber,
Massachusetts State Board

Master, Fire Protection Licenses

Business Management and
Administration Classes

Licenses / Registrations

Mechanical & Plumbing Plans
Examiner
4133

Mechanical & Plumbing
Inspector
17353

Mr. D'Auria has over forty (40) years of experience as a licensed and certified inspector and plans examiner, for the State of Florida. He has years of accomplished business, operations and project management experiences, both in the field and in the office. Inspecting and evaluating all types of commercial and residential multi-story, sanitary and storm systems, with water distribution systems, while clarifying and enforcing the Florida State Building Code.

Mr. D'Auria's experience includes:

Plumbing and Mechanical Plans Examiner & Inspector, C.A.P. Government, Inc. 2019 – Present

Responsible for close inspection of mechanical, and other systems for commercial and residential sites, like appliances, boilers, elevators, gas and oil lines, and HVAC systems. Evaluate and approve or disapprove of the work done in accordance with local and state regulations. Examine and test new or existing plumbing systems in buildings to make sure they are installed. Reviews plans to ensure that the plans meet building codes and requirements of the state, county, and city where the construction is taking place.

- Assistant Vice President of Facilities, Florida Atlantic University (2011 – 2015)
- Plumbing Plans Examiner & Inspector (2018 – 2019)
- Plumbing Plans Examiner & Inspector, City of Boca Raton (2016 – 2019)





TOWN OF MELBOURNE BEACH, FLORIDA
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INSPECTION SERVICES PLAN REVIEW SERVICES

PRICING

Hourly Rate for Building Official, Plans Examiners and Inspectors:

| Description | Hourly Rates |
|--------------------|---------------------|
| Building Official | \$115.00 |
| Plans Examiners | \$ 100.00 |
| Inspectors | \$ 92.50 |

We are committed to providing the highest level of Professional Services to the Town of Melbourne Beach, Florida.

EXHIBIT "B"

**C.A.P. GOVERNMENT, INC. PRICING
TOWN OF MELBOURNE BEACH**

| Description | Hourly Rates |
|--------------------|---------------------|
| Building Official | \$115.00 |
| Plans Examiners | \$100.00 |
| Inspectors | \$92.50 |
| Permit Tech | \$55.00 |

Purchasing Agreement Utilizing Other Governmental Entities Competitively Solicited with C.A.P Government, Inc.

This Agreement for utilizing other governmental entities competitively solicited contract for document and media scanning services (“Agreement”) is made as of the ___ day of _____, 2026, by and between the Town of Loxahatchee Groves, 155 F Road, Loxahatchee Groves, Florida 33470, a municipal corporation organized and existing under the laws of the State of Florida (“TOWN”), and C.A.P. Government, Inc, a Florida Corporation (“CONTRACTOR”) whose address and phone number are 343 Almeria Avenue, Coral Gables FL 33134.

RECITALS

WHEREAS, the TOWN is in need of additional contractors to building inspection services (“SERVICES”) for the TOWN; and

WHEREAS, the Town of Melbourne Beach, Florida through its competitive selection process for Solicitation dated April 18, 2025 awarded Service Agreement for Consulting Services for Building Official, Inspection, and Plan Review to the CONTRACTOR for substantially the same services sought by the TOWN; and

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

WHEREAS, the TOWN desires to accept CONTRACTOR’s pricing by utilizing the CONTRACT including all terms, conditions and pricing therein, as amended herein and as more fully set for in this Agreement; and

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. Contract and Term.

A. The CONTRACT with the CONTRACTOR, attached hereto as **Exhibit A**, is hereby expressly made a part of this non-exclusive Agreement as fully as if set forth at length herein. The TOWN shall have all rights, obligations and remedies authorized to the governmental entity under the CONTRACT and all associated and applicable Contract Documents as defined therein, except as amended herein.

B. The effective date of this Agreement is the date the Agreement is approved by the TOWN Council. The term of this Agreement shall be for a term to mirror the CONTRACT which shall expire on October 1, 2026, with the option to extend the term for two (2) additional years one-year terms. In the event the Town of Melbourne Beach exercises its option to extend their CONTRACT for additional years, this Agreement's term shall be extended in accordance with the CONTRACT renewal.

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

4. Contract Documents and Conflict of Terms and Conditions.

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

A. All written modifications and amendments hereto;

B. This Agreement, including Exhibits hereto;

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

4.2 The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

A. All written modifications and amendments hereto;

B. This Agreement, including Exhibits hereto;

C. The CONTRACT.

5. Compensation to Contractor. Payments by the TOWN to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis for each item (where an item is specified), as set forth under the CONTRACT, and more particularly specified in the Exhibits to this Agreement. CONTRACTOR waives special, consequential and incidental damages for claims, disputes or any other matters in question arising out of or relating to this Agreement whether or not caused by the TOWN's negligence even if the parties have been advised of the possibility of such damages. **The TOWN will not expend more than the amount in the approved Budget as it may be adopted each year for the SERVICES over the term of this Agreement.**

6. Miscellaneous Provisions.

6.1 Successors and Assigns: The TOWN and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

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

6.3 Headings, References, and Exhibits: The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.

6.4 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

6.5 Entire Agreement: Amendment and Waiver: This Agreement (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

6.6 Governing Law; Consent to Jurisdiction: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees

not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

6.7 Remedies: No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the parties agree that each party shall be responsible for its own attorneys' fees. This attorneys' fees provision shall not apply to the CONTRACTOR's responsibilities under the Indemnity provision set forth in this Agreement.

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

6.9 Severability: If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

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

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

CONTRACTOR does not transfer the records to the TOWN.

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

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

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

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

6.13 Notices: All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

6.14 Sales and Use Tax: The TOWN is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the TOWN, nor is the CONTRACTOR authorized to use the TOWN'S Tax Exemption Number in securing such materials.

6.15 Scrutinized Companies: CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel during the term of this Agreement.

If this Agreement is for one million dollars or more, CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement

6.16 Public Entity Crimes: CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted CONTRACTOR list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CONTRACTOR, supplier or sub-CONTRACTOR under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted CONTRACTOR list. CONTRACTOR will advise the TOWN immediately if it becomes aware of any violation of this statute.

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

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

7. Indemnity.

7.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR shall assume liability for and indemnify and hold harmless the TOWN, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees (through all trials and appeals), in connection with any and all third-party claims, demands, damages, liens, fines, penalties, fees, judgements, losses, actions, causes of action, and suits in equity of whatever kind or nature, whether or not a lawsuit is filed, including but not limited to claims for personal injury (including death), property damage, equitable relief, or loss of use, to the extent caused, in whole or in part, directly or indirectly, by the acts, omissions, negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. CONTRACTOR shall provide Indemnitee with counsel in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

7.2 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended, if applicable. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, as amended from time to time, nor as consent by the TOWN to be sued. The provisions and limitations set forth in Section 768.28, Florida Statutes, are deemed to apply to this contractual agreement to claims or actions arising in tort and/or contract.

8. E-Verify: Pursuant to Section 448.095(5), Florida Statutes, CONTRACTOR shall:
- a. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees; Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien";
 - c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to TOWN upon request;

- d. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
 - e. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and
 - f. Be aware that if TOWN terminates this Agreement under Section 448.095(5)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by TOWN as a result of termination of this Agreement.
9. Prohibited Preferences. Pursuant to section 287.05701, Florida Statutes, the Town may not request documentation of or consider a contractor's social, political, or ideological interests during contractor selection. Further, the Town may not give a preference to a contractor based on the contractor's social, political, or ideological interests.
10. 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.
11. Human Trafficking. CONTRACTOR, by signing this Agreement as set forth below, attests that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes, as amended from time to time.

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

[The remainder of this page is intentionally left blank.]

Signature page follows.]

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

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

By: _____
 , Mayor

ATTEST

Valerie Oakes, Town Clerk

Approved as to form and legal sufficiency:

Town Attorney

CONTRACTOR:

C.A.P. Government, Inc.

[Corporate Seal]

By: _____
Print Name: _____
Title: _____

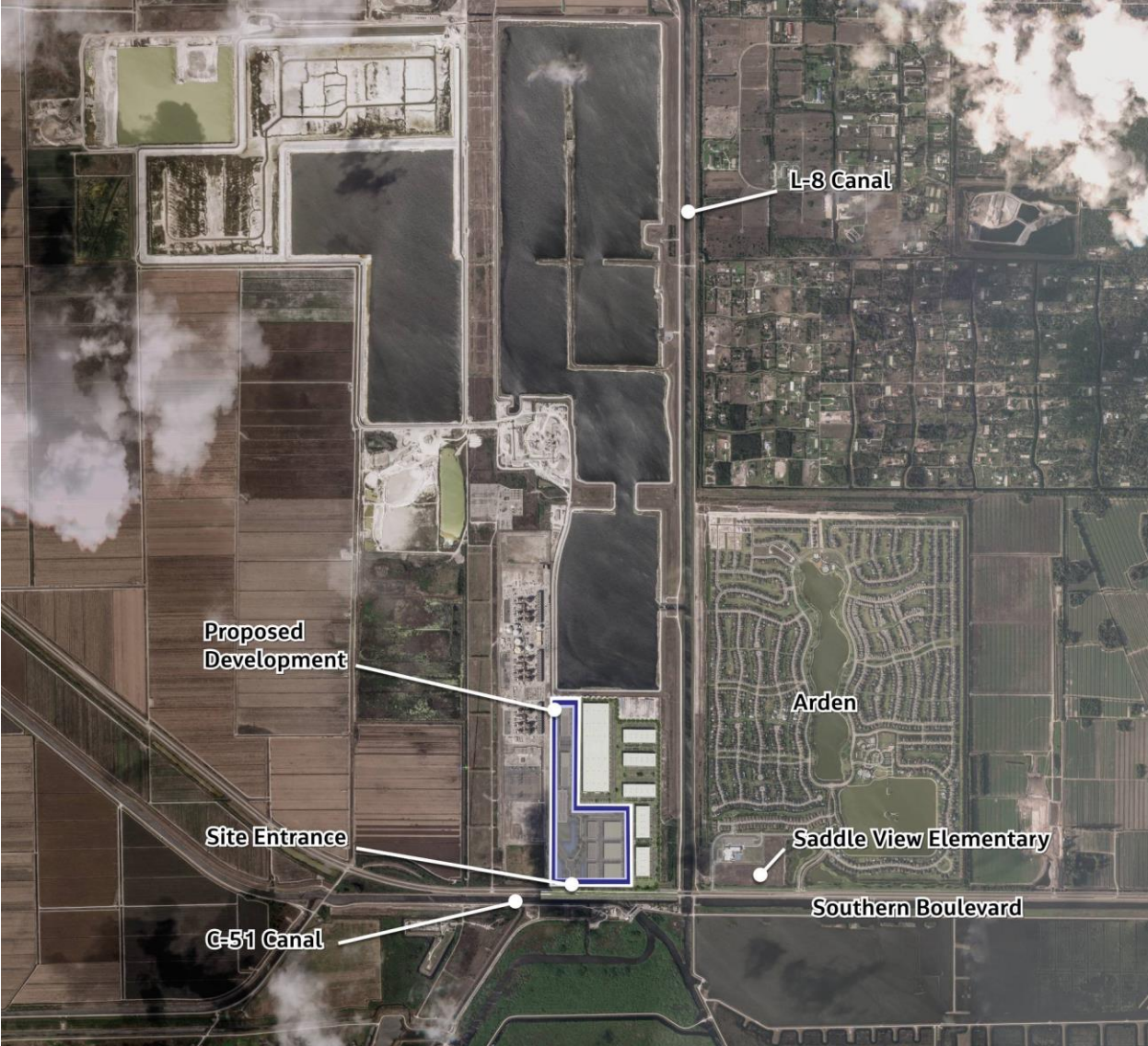
STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of __ physical presence or __ online notarization this _____ day of _____, 20__ by _____ [individual's name] as _____ [title] of _____ [company], a corporation authorized to do business in the State of Florida, and __ who is personally known to me or __ who has produced the following _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____ to the same.

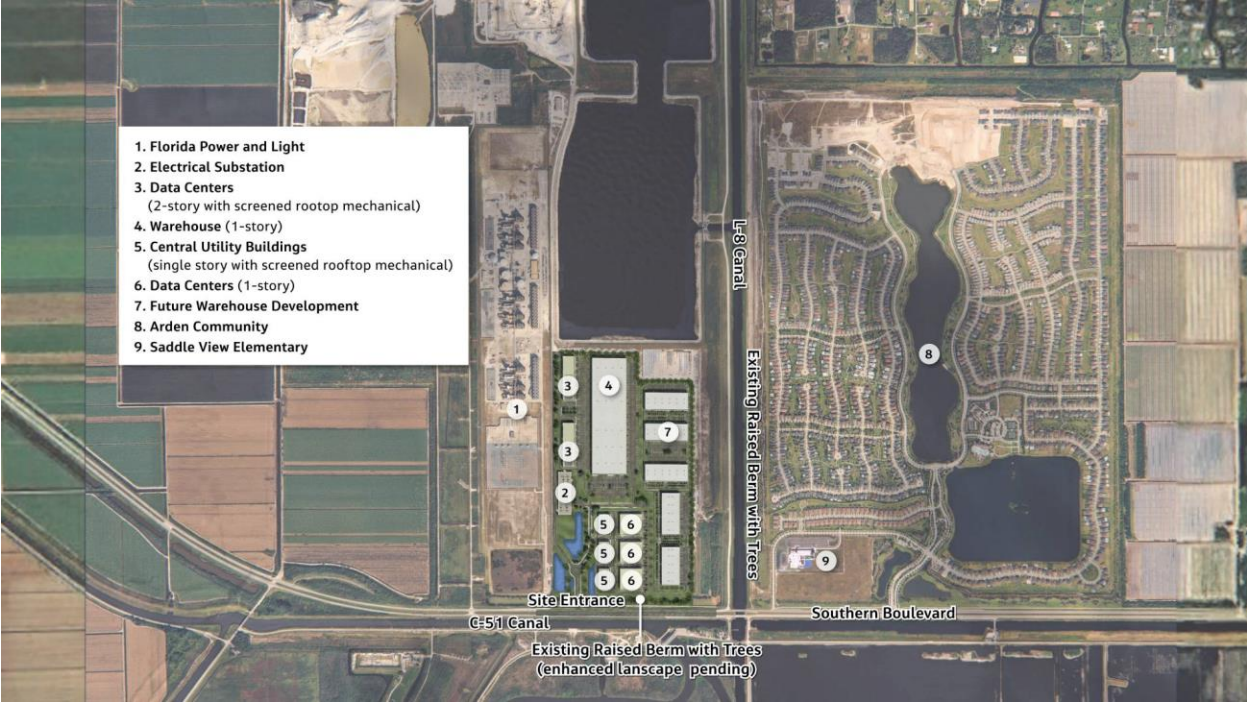
Notary Public

Print Name: _____
My commission expires: _____

EXHIBIT A
Town of Melbourne Beach Contract and Bid Solicitation



LOCATION MAP



SITE PLAN

Central Park Commerce Center BUILDING DESIGN



One- to three-story modern buildings

Neutral colors and understated materials

Designed to blend in, not stand out

OTHER DATA CENTER EXAMPLES For illustrative purposes only



A rendering of a proposed data center in Westfield, according to Servistar Realities' application from 2021. Image by State House News Service.



A data center building with a brown facade and multiple windows. Photo by Gensler.



A rendering of the Goodman Tsukuba data center campus in Tokyo, Japan. Image by Goodman Group.

BUILDING DESIGN

Recommendation/Motion:

Discussion of proposed Project Tango hyperscale data center development project and its potential impacts on Loxahatchee Groves and surrounding communities and whether to issue a formal objection.

**TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2026-25**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES TO MAKE ITS OPPOSITION KNOWN TO THE PALM BEACH COUNTY COMMISSION FOR “PROJECT TANGO” OR ANY HYPERSCALE AI DATA CENTER TO LOCATE IN PALM BEACH COUNTY WITHIN 5 MILES OF ANY SCHOOL OR RESIDENTIAL AREA. THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES BELIEVES THAT PROPER STUDIES MUST BE CONDUCTED AS TO THE DETRIMENT, COST AND AMOUNT OF POWER, WATER, NOISE AND OTHER NUISANCES LIKELY TO BE EXPERIENCED; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Project Tango includes a potential 150-megawatt or greater hyperscale data center, equivalent to the continuous electrical demand of a mid-sized city and more than the Village of Wellington uses annually, and

WHEREAS, the scale, intensity, and operational characteristics of a 150-megawatt data center align more closely with heavy industrial or utility-scale infrastructure, and

WHEREAS, extensive reliance on large on-site emergency generators, substations, fossil fuel, and electrical equipment is typically associated with utility or heavy industrial facilities, and

WHEREAS, a continuous electrical load of 150 megawatts or greater represents a substantial and inflexible demand upon Florida’s electrical grid, and

WHEREAS, emissions preliminary analysis shows near-field concentrations that can exceed EPA health-based standards under stable atmospheric conditions, resulting in negative effects such as respiratory distress and contaminated groundwater, and

WHEREAS, High-volume water use and heat rejection create secondary environmental stress, and

WHEREAS, Generator testing, cooling systems, and substations produce low-frequency noise causing sleep disruption, increased cardiovascular events, wildlife displacement, distress to horses and other domestic and agricultural animals and reduced quality of life for nearby residents, and

WHEREAS, The Town Council of the Town of Loxahatchee Groves believes that a project such as this is clearly a nuisance to our community and must be considered heavy industrial, and recommends that the Palm Beach County Commission update its definition of data centers to account for the various types and intensities,

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

Section 1. we are opposed to Project Tango or any such hyperscale data project in close proximity to residential, school, preserve and equine areas and urge consideration of all of the above.

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ___ DAY OF _____, 2026.

ATTEST:

FLORIDA

Valerie Oakes, Town Clerk

Voted:
Councilmember William "Joe" Stephens Seat 1

APPROVED AS TO LEGAL FORM:

Voted:
Councilmember Lisa El-Ramey, Seat 2

Office of the Town Attorney

Voted:
Councilmember Anita Kane, Seat 3

Voted:
Councilmember Paul Coleman II, Seat 4

Voted:
Councilmember Manish Sood, Seat 5



**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: April 7 2026
SUBJECT: Waiver of Special Events Fees for Non-Profit Organizations

Legal Sufficiency: Reviewed Not Reviewed
 Approved Not Approved

Background:

The Town of Loxahatchee Groves (Town) Town Council approved a Community Standards Fee Schedule in late 2025. As a part of this Fee Schedule, a filing fee was imposed for anyone who was looking to hold a Special Events within the Town’s municipal limits. Although this fee has been established for a long time, a non-profit organization asked for their filing fee to be waived.

A Special Event is any parade, fair, show, festival, carnival, party, motorcade, run, street dance, bike-athon, race, walks, athletic event or other attended entertainment or celebration that is to be held in whole or in part upon publicly owned property and/or public right-of-way, or any such entertainment or celebration, if held wholly upon private property, that will nevertheless affect or impact the quality-of-life, ordinary and normal use by the general public of public property or public rights-of-way within the vicinity of the event. The term "special event" also means any activity to be held in whole or in part upon publicly owned or controlled property and/or public rights-of-way where merchandise or services are offered for sale, whether by for-profit or nonprofit organizations.

Fees and charges for special events are established and periodically adjusted. All special event fees are intended primarily to offset the cost to the Town resulting from such special events. Therefore, except for Town-produced or Town-sponsored/contracted events, the Town does not waive special event fees. Any applicant requesting to hold an event must pay all required fees. However, a fee waiver is a financial tool available to a governmental jurisdiction that can be used to promote and encourage various types of activity. Typically, a non-profit organization provides a public benefit. Thus, their events focus on community access, education, outreach, and charitable programming. Events are usually open to the public and not primarily revenue-generating but can be revenue generating to offset the operational costs of the non-profit.

Recommendation/Motion:

Review and approval of *Resolution No. 2025-26* to allow the Town Manager to waive Special Events fees for non-profit organizations.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2026-26

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, TO AMEND THE FEE SCHEDULE FOR RESOLUTION 2025-75 TO WAIVE THE SPECIAL EVENT FEES FOR NON-PROFIT ORGANIZATIONS; 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.

WHEREAS, the Town Council of the Town of Loxahatchee Groves, Florida, adopted Resolution 2025-75 approving the Community Standards fee schedule; and

WHEREAS, a filing fee is imposed for individuals or entity that holds a Special Event within the Town's municipal limits; and

WHEREAS, non-profit organizations focuses on community access, education, outreach, and charitable programming which typically provides a public benefit; and

WHEREAS, the Town Council wishes to amend Community Standard Fee Schedule to waive the special event fee for non-profit organization as set forth in **Exhibit A** ("Schedule") which is attached hereto and incorporated herein due in the fee schedule for Resolution 2025-75; and

WHEREAS, the Town Council finds that the adoption of the Schedule serves a valid public purpose.

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

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

Section 2. The Town Council hereby approves the "Community Standards Fee Schedule" set forth in **Exhibit A**.

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

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

Section 5. This Resolution shall become effective upon its adoption.

THE REMAINDER OF THIS PAGE IS LEFT BLANK

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS _____ DAY OF _____ 2026.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Town Clerk

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Voted: _____
Mayor

Voted: _____
Vice Mayor

Voted: _____
Councilmember

Voted: _____
Councilmember

Voted: _____
Councilmember

Exhibit A – Community Standards Fee Schedule

| Planning and Zoning Division | |
|---|---|
| Development Petition Applications | Fee |
| Abandonment of Easement | \$1,000 |
| Appeal of Admin Decision | \$600 |
| Annexation | \$1,250 |
| Building Permit Zoning Review and Inspection | \$75 |
| Certificate of Conformity | \$500 |
| Comp Plan Amendment (text) | \$3,000 |
| Comp Plan Amendment (map) | \$5,100 |
| Conditional Use/Special Use | \$3,500 |
| Master Plan | \$2,500 |
| Master Plan Amendment | \$2,000 |
| Master Sign Plan | \$1,500 |
| Master Sign Plan Amendment | \$500 |
| Plat – Final | \$500 |
| Plat – Preliminary | \$1,000 |
| Plat Amendment | \$1,000 |
| Planned Unit Development (PUD) | \$2,500 |
| PUD Amendment | \$2,000 |
| Pre-Application Meeting | \$550 which can be applied to application filed within 30 days of Pre-Application meeting |
| Site Plan | \$5,100 |
| Site Plan Amendment | \$2,000 |
| Site Plan Amendment Admin | \$500 |
| Special Exception – Category A | \$5,100 |
| Special Exception – Category B | \$1,000 if a 501(c)(3) organization submits this petition, the fee is waived. |
| Special Exception – Category C | \$250 if a 501(c)(3) organization submits this petition, the fee is waived. |
| Variance | \$3,100 |
| ULDC Amendment Text | \$2,500 |
| ULDC Amendment Map (Rezoning) | \$5,000 |
| Other Applications | Fee |
| Alcohol Beverage Review | \$150 |
| Address Assignment/Change | \$500 or \$100 per address whichever is higher |
| MOT Review | \$500 |
| Foreclosed/Abandoned/Vacant Property | \$200 |
| Performance bond/ monies accepted by the City or review of conditions of approval | \$500 |
| Survey Review | \$500 |
| Vested Rights Determination | \$500 |
| Zoning Confirmation Letter | \$250 |

| | |
|--|--|
| Sign (including temporary) Permit Application | \$500 |
| Garage Sale | \$25 |
| Temporary Construction Trailer | \$100 |
| Special Events | Fee |
| Large Events (Parade, Concert, Sidewalk Sale, Food Trucks etc.) | \$300 <u>if a 501(c)(3) organization submits this petition, the fee is waived.</u> |
| Mid-Sized Events (more than 50-100 ppl) | \$150 <u>if a 501(c)(3) organization submits this petition, the fee is waived.</u> |
| Small Events | \$50 <u>if a 501(c)(3) organization submits this petition, the fee is waived.</u> |
| Vegetation | Fee |
| Veg Removal | \$1,000 |
| Veg Removal – Exemption | \$0 |
| Veg Removal – Waiver | \$500 |
| Veg Mitigation | Less than 5 acres -2% 5.01-20 acres – 5% 20.01 or greater – 10% |
| Veg Removal (After the Fact) | 4X permit fee or \$1000 whichever is greater |
| Other Items | Fee |
| Development Order Extension | \$500 |
| Mailing of Public Notice | Cost Recovery |
| No show at DRC or PZB meeting | \$500 |
| Pre-construction meeting | \$500 |
| Posting of Public Notice | Cost Recovery |
| Research fees per hour | \$185 |
| Resubmittal fee (after first resubmittal) requiring review by the Development Review Committee | 50% of initial application |
| Request for postponement of Public Hearing within ten (10) days of public meeting | \$500 |
| Withdrawal of Application | \$250 |
| Engineering Division | Fee |
| Right of Way | Fee |
| Right of Way through ROW (Pond to Canal) | \$500 |
| Right of Way through ROW (36" or below) | \$500 |
| Right of Way through ROW (36" above) | \$1,000 |
| Right of Way Utility | \$500 |
| Right of Way (Miscellaneous) | \$500 |
| Right Of Way (After the fact) | 4X permit fee |
| SITE PLAN / FLOODPLAIN DEVELOPMENT | Fee |
| Floodplain Development Application | \$250 |
| Floodplain Development Application Amendment | \$125 |
| LOMAR | |
| FEMA community acknowledgement per building/lot | \$100 |
| Mitigation affidavit per system per building | \$75 |

| | |
|---|--|
| Business Tax Receipt Division | Fee |
| Initial Application | \$75.00 |
| Renewal Application | \$25.00 |
| Reclassification | \$50.00 |
| BTR Research Fee Per Hour | \$80.00 |
| Code Compliance Division | Fee |
| Code Violation Verification Letter | \$75 |
| Lien Reduction Request | \$500 |
| Partial Lien Release Request | \$300 |
| Unenforceable Lien Release Request | \$100 |
| Recording Fees | \$25.00 + actual costs |
| Services/Subpoena | \$125.00 |
| Entry of Stipulation Agreement | \$300.00 |
| Violations Not listed Below | Fee |
| First Violation Per Day | Not to exceed \$250 |
| After the First Violation Per Day | Not to exceed \$500 |
| Irreparable & Irreplaceable Damage | \$5,000 per occurrence |
| Code Compliance Research Fee Per Hour | \$100 |
| Specific Violations | Fee |
| Tree Mitigation - Removing Trees without Permit | 2X mitigation rate + restoration or \$5,000 whichever is greater |
| After the fact inspection | \$500 |
| Irreparable & irreplaceable damage | \$5,000 |
| Unpermitted Hauler | \$2000 |
| Manure/Bedding Dumping | Fee |
| 1 st Offense | \$250.00 |
| 2 nd Offense | \$500.00 |
| Improper Disposal of Waste | Fee |
| 1 st Offense | \$100/load/day |
| 2 nd Offense | \$250/load/day |
| 3 rd Offense | \$400/load/day |
| Each additional Offense | \$500/load/day |
| BASE BUILDING PERMIT FEES | |
| <p>Permit Valuation For permitting purposes, permit valuations shall include total replacement value of work, including materials and labor, for which the permit is being issued, such as structural, electrical, gas, mechanical, plumbing equipment, interior finish, related site work, architectural and design fees, marketing costs, overhead, and profit, excluding only land value. Valuation references may include the latest published data of national construction cost analysis services, such as Marshall-Swift, Means, etc., as published by International Code Council. The purpose of using such nationally recognized sources for valuation is to provide a fair and equitable means of determining the construction value. Final building permit valuation shall be set by the Building Official.</p> <p>Based on the construction value determined by using the latest published schedule of building valuation data as set forth above or contract value, which is to be submitted at the time of permit application and accepted by the Building Official, the permit fee shall be calculated using the following formula and paid prior to issuance of a building permit:</p> | |

| | |
|---|---|
| Permit fee includes permit processing, all required inspections, and plan review excluding re-inspection | |
| up to \$7500.00, plus | \$250 |
| \$7500.001 - \$100,00 plus | 2% |
| 100,001 - 500,000, plus | 1.75% |
| 500,001 - 1,500,000, plus | 1.5% |
| 1,500,001 and up | 1% |
| Retroactive permit after start of construction | 4X permit fee subject to review by the Building Official |
| STANDARD BUILDING PERMIT FEES | Fee |
| HVAC Change Outs: | |
| 5 Tons or less – no plan review like-for-like change-out | \$125.00 |
| Over 5 Tons per unit | Per Valuation |
| Foundation-only permit (Phased Construction) | Commercial \$1000.00, Residential \$500.00 |
| Fences – under \$10,000.00 in value | \$175.00 |
| Fences greater than \$10,000.00 in value | Per Valuation |
| Water Heater Change Out – no plan review on like-for-like change-out | \$125.00 |
| Low Voltage Alarm System Project | Fee Set by Section 553.793, Fl. Statutes |
| Backflow | \$200.00 |
| Flood Development Permit for Exempt Structure (FS 604.50) | \$250.00 |
| AG exemption processing (includes but not limited to Non-Residential Farm Buildings) | \$200.00 |
| Demolition & the Moving of Buildings/Structures | 1% of value. Minimum \$125 plus \$75.00 per inspection |
| RV | Fee |
| Site Registration: | |
| AG Classified Property | \$100.00/5 years |
| Non-AG Classified Property | \$500.00/5 years |
| RV Space Rental | \$100/year |
| BUILDING PERMIT PLAN REVIEW FEES | Fee |
| Pre-application/pre-construction meeting | \$550/hour |
| Plan Review The Building Plan Review Fee, which includes initial processing and administrative costs as established by the following schedule must be paid at the time of permit application. Building plan review is required on all architectural design plans or as may be required at the discretion of the Building Official. | 30% of the calculated permit fee or a minimum of \$150.00 whichever is greater |
| Plan Revision | \$100 / resubmittal + \$20 additional sheet |
| Each review after the third review | 4X permit fee |
| Expedited out-of-sequence plan review | Residential \$430.00 Commercial (Less than 5,000 SF) \$875.00 Commercial (5,000 SF or Greater) \$1,875.00 |
| BUILDING INSPECTION FEES | Fee |
| Miscellaneous Inspection Fee (Per Inspection) | \$100.00 |

| | |
|--|--|
| The following charges shall apply for after-hour inspections and for inspections on weekends, holidays, and other times that are considered to not be within the hours of a typical business day: | |
| Status Inspection/Contractor Assistance Inspection | \$125.00 |
| RE-INSPECTION FEES | Fee |
| 1st re-inspection | \$100.00 |
| 2nd re-inspection without "correction" done | \$200.00 |
| 3rd and subsequent re-inspection without "correction" done | \$300.00 |
| 4th and subsequent re-inspection without "correction" done | \$450.00 |
| CO or CC <24-hour notice | \$250.00 |
| Temporary C/O or C/C. Each for a maximum 90-day period. | |
| On residential dwelling units, each unit and each condition | \$150.00 |
| On commercial work, each building and each condition | \$500.00 |
| MISCELLANEOUS PERMIT AND PROCESSING FEES | Fee |
| Building Code Administrators & Inspectors Fund Surcharge Per F.S. 468.631 | 1.5% of permit cost (minimum of \$2) |
| Department of Business & Professional Regulation Surcharge Per F.S. 553.721 | 1% of permit cost (minimum of \$2) |
| Permit Renewal Renew or extend permit or application: (may require additional impact, building, or other fees, if increases have occurred since original application) Within 180 days of inactive status | 30% of permit fee w/min \$100.00 Plus: plan review, Inspections, Impact Fees, and additional document costs if applicable. |
| Change of Contractor/Sub-contractor | \$75.00 |
| Request to Administratively Close Permit | \$75.00 |
| BUILDING PERMIT AND PLAN REVIEW REFUNDS | Fee |
| Before any plan review – Regardless of the amount of the Permit Fee, the Town shall retain no more than \$3,000.00. | 100% of the Plan Review Fee and 50% of the Building Permit Fee |
| After any plan review but before issuance of the permit - Regardless of the amount of the Permit Fee, the Town shall retain no more than \$3,000 | 50% of the Building Permit Fee |
| After permit issuance and before the commencement of construction - Regardless of the amount of the Permit Fee, the Town shall retain no more than \$5,000 | 50% of the Building Permit fee |
| PRIVATE PROVIDER PERMIT AND PLAN REVIEW DISCOUNT | Fee |
| Pursuant to Florida Statutes, Chapter 553.791, an applicant may choose to use a private provider to provide plan review and/or inspection services. To receive the stated reduction in fees all Private Provider requests must be submitted and Approved with the initial permit application. The credit applicable to Private Provider use is as follows: | |
| Plan Review Services only | 10.0% |
| Inspection Services only | 15.0% |

| | |
|--|---------------------------------|
| Combined Plan Review & Inspection Services | 25.0% |
| BUILDING DEPARTMENT ADMINISTRATIVE FEES | Fee |
| Records requests, customer request for files, investigation or research, etc. (requires deposit) | |
| Nonsupervisory | \$50 /hr (\$80/hr licensed) |
| Supervisory | \$75 /hr (\$100/hr licensed) |
| Consultant | \$100 /hr (\$120/hr licensed) |
| Technology Fee | 1% |
| DPBR Surcharge | 1% |
| DCA Surcharge | 1% |
| Certified Permit duplicate | \$40 |
| Certified C/O or C/C | \$40 |
| Plan re-stamp | \$60 + printing costs |
| Review or Extend Permit | 30% of permit fee/\$100 min |
| Revision of record | |
| Owner change | \$50.00 |
| Lot change (within plat, after tech review of original plan) | \$300.00 |
| Contractor change | \$75.00 |
| Liens | |
| Release of Construction Lien application | \$250.00 |
| Release of Construction Lien recording fee | \$25 + Actual cost |
| Construction Lien law notice | \$25.00 |
| Lien Search Request | \$25.00 |
| Community Standards Department Administrative Fees | Fee |
| Copies | \$1 per page |
| Certified Copies | \$3 per page |
| Color Pictures on Photo Paper | \$10 per photo |
| Reproduction of Audio/Video | \$20 |
| Postage – Regular Mail | Cost Recovery |
| Postage – Certified Mail Return Receipt | Cost Recovery |
| All credit card payments are subject to a convenience fee | 4% of the fees being paid |
| Certified Copies | \$1 / page |
| Color Photographs (on photo paper) | \$5.00 / photo |
| Reproduction of Audio CD's/Video DVD's | \$10 / CD or DVD |
| | \$40 / permit duplicate |
| | \$40 / certified copy |
| | \$60 + printing cost / set |
| Clerk's Office Administrative Fees | Fee |
| Room Rental (Council Chambers) | \$200/hr + actual costs |
| Room Rental (Conference Room) | \$100/hr + actual costs |
| Overdue Accounts | 1.5% monthly |
| Returned Checks | 5% or \$20 whichever is greater |
| Records requests etc.. | |
| Nonsupervisory | \$50/hr (\$80/hr licensed) |
| Supervisory | \$75/hr (\$100/hr licensed) |
| Consultant | \$100/hr (\$120/hr licensed) |

| | |
|-------------------------------|----------------|
| Copies | \$1 per page |
| Certified Copies | \$3 per page |
| Color Pictures on Photo Paper | \$10 per photo |
| Reproduction of Audio/Video | \$20 |
| Postage | Actual cost |
| | |

1. ALL FEES MAY BE INCREASED IN THE AMOUNT EQUAL TO THE ANNUAL PERCENTAGE INCREASE OF THE CONSUMER PRICE INDEX (CPI), NOT TO EXCEED 6% ANNUALLY AS LAST REPORTED BY THE U.S. BUREAU OF LABOR STATISTICS
2. ALL ABOVE FEES ARE APPLICATION OR SUBMITTAL FEES AND ARE SUBJECT TO ADDITIONAL COST RECOVERY FEES FOR PROFESSIONAL TIME AND MATERIALS PLUS 20% ADMINISTRATIVE COSTS AS NOTED BELOW. COST RECOVERY INCLUDES TIME AND MATERIALS AND MAY REQUIRE A DEPOSIT TO BE NO LESS THAN \$2,000.
3. SITE VISITS, USE OF OUTSIDE PROFESSIONALS, ADDITIONAL RESEARCH, ETC. RELATED TO LAND DEVELOPMENT, INFRASTRUCTURE, SPECIAL PERMITS, CODE ENFORCEMENT, RV REGISTRATION, MANURE HAULING/REGISTRATION WILL ALSO BE SUBJECT TO COST RECOVERY PLUS ADMINISTRATIVE FEES NOTED ABOVE.
4. FAILURE TO OBTAIN PERMITS, EXEMPTION REQUESTS/WAIVERS AND/OR OTHER APPROVALS WILL RESULT IN 4X FEES NOTED ABOVE.
5. BTR ADMINISTRATIVE CHARGES ARE FOR APPLICATION ONLY: FEE BY BUSINESS CATEGORY SET FORTH BY EXISTING SEPARATE ORDINANCE
6. THIS FEE SCHEDULE MAY NOT INCLUDE ALL FEES AND CHARGES THAT WERE PROVIDED BY SEPARATE TOWN RESOLUTIONS, ORDINANCES AND/OR STATE LAW
7. THE FEES AND PERMITS INCLUDED HEREIN ARE IN ADDITION TO ANY OTHER APPLICABLE FEES AND PERMITS REQUIRED BY OTHER AGENCIES
8. REQUIREMENTS INCLUDE 72 HOUR MINIMUM (3 BUSINESS DAYS) REVIEW TIME TO INITIALLY PROCESS APPLICATIONS AND PERMITS, ALL APPLICATIONS SUBMITTED MUST BE COMPLETED PROPERLY, INCLUDING ALL REQUIRED DOCUMENTS AND NECESSARY FEES/PAYMENTS. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2025-75

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

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

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

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

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

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

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

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

Section 5: This Resolution shall take effect upon adoption by the Town Council.

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

Resolution No. 2025-75

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 17TH DAY OF SEPTEMBER, 2025.

ATTEST:

Signed by:
Valerie Oakes
06E744C2F37F4A4...
Valerie Oakes, Town Clerk

TOWN OF LOXAHATCHEE GROVES, FLORIDA

Signed by:
Anita Kane
A9C9C565B3A042F... Voted: Aye
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Signed by:
Jeffrey S. Kurtz
B637CD691A6E48A...
Office of the Town Attorney

Signed by:
Margaret Herzog
69ECD57738A5448... Voted: Aye
Vice Mayor Margaret Herzog, Seat 5

Signed by:
[Signature]
6EF0CA7DB4EB49F... Aye
Councilmember Todd McLendon, Seat 1

Signed by:
[Signature]
07066C56061A4B9... Voted: Aye
Councilmember Lisa El-Ramey, Seat 2

Signed by:
[Signature]
2B235D3F5E51430... Voted: Aye
Councilmember Paul Coleman II, Seat 4

COMMUNITY STANDARDS DEPARTMENT FEE SCHEDULE

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

COMMUNITY STANDARDS DEPARTMENT FEE SCHEDULE

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

COMMUNITY STANDARDS DEPARTMENT FEE SCHEDULE

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| LOMAR | |
| FEMA community acknowledgement per building/lot | \$100 |
| Mitigation affidavit per system per building | \$75 |
| Business Tax Receipt Division | Fee |
| Initial Application | \$75.00 |
| Renewal Application | \$25.00 |
| Reclassification | \$50.00 |
| BTR Research Fee Per Hour | \$80.00 |
| Code Compliance Division | Fee |
| Code Violation Verification Letter | \$75 |
| Lien Reduction Request | \$500 |
| Partial Lien Release Request | \$300 |
| Unenforceable Lien Release Request | \$100 |
| Recording Fees | \$25.00 + actual costs |
| Services/Subpoena | \$125.00 |
| Entry of Stipulation Agreement | \$300.00 |
| Violations Not listed Below | Fee |
| First Violation Per Day | Not to exceed \$250 |
| After the First Violation Per Day | Not to exceed \$500 |
| Irreparable & Irreplaceable Damage | \$5,000 per occurrence |
| Code Compliance Research Fee Per Hour | \$100 |
| Specific Violations | Fee |
| Tree Mitigation - Removing Trees without Permit | 2X mitigation rate + restoration or \$5,000 whichever is greater |
| After the fact inspection | \$500 |
| Irreparable & irreplaceable damage | \$5,000 |
| Unpermitted Hauler | \$2000 |
| Manure/Bedding Dumping | Fee |
| 1 st Offense | \$250.00 |
| 2 nd Offense | \$500.00 |
| Improper Disposal of Waste | Fee |
| 1 st Offense | \$100/load/day |
| 2 nd Offense | \$250/load/day |
| 3 rd Offense | \$400/load/day |
| Each additional Offense | \$500/load/day |
| BASE BUILDING PERMIT FEES | |
| Permit Valuation For permitting purposes, permit valuations shall include total replacement value of work, including materials and labor, for which the permit is being issued, such as structural, electrical, gas, mechanical, plumbing equipment, interior finish, related site work, architectural and design fees, marketing costs, overhead, and profit, excluding only land value. | |

COMMUNITY STANDARDS DEPARTMENT FEE SCHEDULE

Valuation references may include the latest published data of national construction cost analysis services, such as Marshall-Swift, Means, etc., as published by International Code Council. The purpose of using such nationally recognized sources for valuation is to provide a fair and equitable means of determining the construction value. Final building permit valuation shall be set by the Building Official.

Based on the construction value determined by using the latest published schedule of building valuation data as set forth above or contract value, which is to be submitted at the time of permit application and accepted by the Building Official, the permit fee shall be calculated using the following formula and paid prior to issuance of a building permit:

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

| | |
|--|--|
| up to \$7500.00, plus | \$250 |
| \$7500.001 - \$100,00 plus | 2% |
| 100,001 - 500,000, plus | 1.75% |
| 500,001 - 1,500,000, plus | 1.5% |
| 1,500,001 and up | 1% |
| Retroactive permit after start of construction | 4X permit fee subject to review by the Building Official |
| STANDARD BUILDING PERMIT FEES | Fee |
| HVAC Change Outs: | |
| 5 Tons or less – no plan review like-for-like change-out | \$125.00 |
| Over 5 Tons per unit | Per Valuation |
| Foundation-only permit (Phased Construction) | Commercial \$1000.00, Residential \$500.00 |
| Fences – under \$10,000.00 in value | \$175.00 |
| Fences greater than \$10,000.00 in value | Per Valuation |
| Water Heater Change Out – no plan review on like-for-like change-out | \$125.00 |
| Low Voltage Alarm System Project | Fee Set by Section 553.793, Fl. Statutes |
| Backflow | \$200.00 |
| Flood Development Permit for Exempt Structure (FS 604.50) | \$250.00 |
| AG exemption processing (includes but not limited to Non-Residential Farm Buildings) | \$200.00 |
| Demolition & the Moving of Buildings/Structures | 1% of value. Minimum \$125 plus \$75.00 per inspection |
| RV | Fee |
| Site Registration: | |
| AG Classified Property | \$100.00/5 years |

COMMUNITY STANDARDS DEPARTMENT FEE SCHEDULE

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|---|---|
| Non-AG Classified Property | \$500.00/5 years |
| RV Space Rental | \$100/year |
| BUILDING PERMIT PLAN REVIEW FEES | Fee |
| Pre-application/pre-construction meeting | \$550/hour |
| Plan Review The Building Plan Review Fee, which includes initial processing and administrative costs as established by the following schedule must be paid at the time of permit application. Building plan review is required on all architectural design plans or as may be required at the discretion of the Building Official. | 30% of the calculated permit fee or a minimum of \$150.00 whichever is greater |
| Plan Revision | \$100 / resubmittal + \$20 additional sheet |
| Each review after the third review | 4X permit fee |
| Expedited out-of-sequence plan review | Residential \$430.00 Commercial (Less than 5,000 SF) \$875.00 Commercial (5,000 SF or Greater) \$1,875.00 |
| BUILDING INSPECTION FEES | Fee |
| Miscellaneous Inspection Fee (Per Inspection) | \$100.00 |
| The following charges shall apply for after-hour inspections and for inspections on weekends, holidays, and other times that are considered to not be within the hours of a typical business day: | |
| Status Inspection/Contractor Assistance Inspection | \$125.00 |
| RE-INSPECTION FEES | Fee |
| 1st re-inspection | \$100.00 |
| 2nd re-inspection without "correction" done | \$200.00 |
| 3rd and subsequent re-inspection without "correction" done | \$300.00 |
| 4th and subsequent re-inspection without "correction" done | \$450.00 |
| | |
| CO or CC <24-hour notice | \$250.00 |
| | |
| Temporary C/O or C/C. Each for a maximum 90-day period. | |
| On residential dwelling units, each unit and each condition | \$150.00 |
| On commercial work, each building and each condition | \$500.00 |
| MISCELLANEOUS PERMIT AND PROCESSING FEES | Fee |
| Building Code Administrators & Inspectors Fund Surcharge Per F.S. 468.631 | 1.5% of permit cost (minimum of \$2) |
| Department of Business & Professional Regulation Surcharge Per F.S. 553.721 | 1% of permit cost (minimum of \$2) |
| Permit Renewal | 30% of permit fee w/min |

COMMUNITY STANDARDS DEPARTMENT FEE SCHEDULE

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| Renew or extend permit or application: (may require additional impact, building, or other fees, if increases have occurred since original application) Within 180 days of inactive status | \$100.00 Plus: plan review, Inspections, Impact Fees, and additional document costs if applicable. |
| Change of Contractor/Sub-contractor | \$75.00 |
| Request to Administratively Close Permit | \$75.00 |
| | |
| | |
| BUILDING PERMIT AND PLAN REVIEW REFUNDS | Fee |
| Before any plan review – Regardless of the amount of the Permit Fee, the Town shall retain no more than \$3,000.00. | 100% of the Plan Review Fee and 50% of the Building Permit Fee |
| After any plan review but before issuance of the permit - Regardless of the amount of the Permit Fee, the Town shall retain no more than \$3,000 | 50% of the Building Permit Fee |
| After permit issuance and before the commencement of construction - Regardless of the amount of the Permit Fee, the Town shall retain no more than \$5,000 | 50% of the Building Permit fee |
| PRIVATE PROVIDER PERMIT AND PLAN REVIEW DISCOUNT | Fee |
| Pursuant to Florida Statutes, Chapter 553.791, an applicant may choose to use a private provider to provide plan review and/or inspection services. To receive the stated reduction in fees all Private Provider requests must be submitted and Approved with the initial permit application. The credit applicable to Private Provider use is as follows: | |
| Plan Review Services only | 10.0% |
| Inspection Services only | 15.0% |
| Combined Plan Review & Inspection Services | 25.0% |
| BUILDING DEPARTMENT ADMINISTRATIVE FEES | Fee |
| Records requests, customer request for files, investigation or research, etc. (requires deposit) | |
| Nonsupervisory | \$50 /hr (\$80/hr licensed) |
| Supervisory | \$75 /hr (\$100/hr licensed) |
| Consultant | \$100 /hr (\$120/hr licensed) |
| Technology Fee | 1% |
| DPBR Surcharge | 1% |
| DCA Surcharge | 1% |
| Certified Permit duplicate | \$40 |
| Certified C/O or C/C | \$40 |
| Plan re-stamp | \$60 + printing costs |

COMMUNITY STANDARDS DEPARTMENT FEE SCHEDULE

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| Review or Extend Permit | 30% of permit fee/\$100 min |
| Revision of record | |
| Owner change | \$50.00 |
| Lot change (within plat, after tech review of original plan) | \$300.00 |
| Contractor change | \$75.00 |
| Liens | |
| Release of Construction Lien application | \$250.00 |
| Release of Construction Lien recording fee | \$25 + Actual cost |
| Construction Lien law notice | \$25.00 |
| Lien Search Request | \$25.00 |
| Community Standards Department Administrative Fees | Fee |
| Copies | \$1 per page |
| Certified Copies | \$3 per page |
| Color Pictures on Photo Paper | \$10 per photo |
| Reproduction of Audio/Video | \$20 |
| Postage – Regular Mail | Cost Recovery |
| Postage – Certified Mail Return Receipt | Cost Recovery |
| All credit card payments are subject to a convenience fee | 4% of the fees being paid |
| Certified Copies | \$1 / page |
| Color Photographs (on photo paper) | \$5.00 / photo |
| Reproduction of Audio CD's/Video DVD's | \$10 / CD or DVD |
| | \$40 / permit duplicate |
| | \$40 / certified copy |
| | \$60 + printing cost / set |
| Clerk's Office Administrative Fees | Fee |
| Room Rental (Council Chambers) | \$200/hr + actual costs |
| Room Rental (Conference Room) | \$100/hr + actual costs |
| Overdue Accounts | 1.5% monthly |
| Returned Checks | 5% or \$20 whichever is greater |
| Records requests etc.. | |
| Nonsupervisory | \$50/hr (\$80/hr licensed) |
| Supervisory | \$75/hr (\$100/hr licensed) |
| Consultant | \$100/hr (\$120/hr licensed) |
| Copies | \$1 per page |
| Certified Copies | \$3 per page |
| Color Pictures on Photo Paper | \$10 per photo |
| Reproduction of Audio/Video | \$20 |
| Postage | Actual cost |

COMMUNITY STANDARDS DEPARTMENT FEE SCHEDULE

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1. ALL FEES MAY BE INCREASED IN THE AMOUNT EQUAL TO THE ANNUAL PERCENTAGE INCREASE OF THE CONSUMER PRICE INDEX (CPI), NOT TO EXCEED 6% ANNUALLY AS LAST REPORTED BY THE U.S. BUREAU OF LABOR STATISTICS
2. ALL ABOVE FEES ARE APPLICATION OR SUBMITTAL FEES AND ARE SUBJECT TO ADDITIONAL COST RECOVERY FEES FOR PROFESSIONAL TIME AND MATERIALS PLUS 20% ADMINISTRATIVE COSTS AS NOTED BELOW. COST RECOVERY INCLUDES TIME AND MATERIALS AND MAY REQUIRE A DEPOSIT TO BE MO LESS THAN \$2,000.
3. SITE VISITS, USE OF OUTSIDE PROFESSIONALS, ADDITIONAL RESEARCH, ETC. RELATED TO LAND DEVELOPMENT, INFRASTRUCTURE, SPECIAL PERMITS, CODE ENFORCEMENT, RV REGISTRATION, MANURE HAULING/REGISTRATION WILL ALSO BE SUBJECT TO COST RECOVERY PLUS ADMINISTRATIVE FEES NOTED ABOVE.
4. FAILURE TO OBTAIN PERMITS, EXEMPTION REQUESTS/WAIVERS AND/OR OTHER APPROVALS WILL RESULT IN 4X FEES NOTED ABOVE.
5. BTR ADMINISTRATIVE CHARGES ARE FOR APPLICATION ONLY: FEE BY BUSINESS CATEGORY SET FORTH BY EXISTING SEPARATE ORDINANCE
6. THIS FEE SCHEDULE MAY NOT INCLUDE ALL FEES AND CHARGES THAT WERE PROVIDED BY SEPARATE TOWN RESOLUTIONS, ORDINANCES AND/OR STATE LAW
7. THE FEES AND PERMITS INCLUDED HEREIN ARE IN ADDITION TO ANY OTHER APPLICABLE FEES AND PERMITS REQUIRED BY OTHER AGENCIES
8. REQUIREMENTS INCLUDE 72 HOUR MINIMUM (3 BUSINESS DAYS) REVIEW TIME TO INITIALLY PROCESS APPLICATIONS AND PERMITS, ALL APPLICATIONS SUBMITTED MUST BE COMPLETED PROPERLY, INCLUDING ALL REQUIRED DOCUMENTS AND NECESSARY FEES/PAYMENTS. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

Approval of this item will result in a budget amendment in the amount of \$20,000, to be transferred from the (Non-PBSO) Contingency Account No. 001-90-51-519-59991 to the Special Events Account No. 001-10-51-511-58200.

RECOMMENDATION:

The Mayor recommends that the Town Council approve the requested budget amendment in the amount of \$20,000 for the Town's 20th Anniversary Celebration and Veterans Day event.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council, Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: April 7, 2026

SUBJECT: Approval on Resolution No. 2026-DD01 – Appointment of the District President and District Secretary

Background:

The District appoints a President from among its members to serve a one-year term. The president serves as the Chair during District meetings. The current president is Mayor Kane. All councilmembers are eligible to be selected as President for the upcoming year.

The District also appoints a Secretary from among its members to serve a one-year term. The current secretary is Town Clerk Oakes. The secretary may or may not be a member of the board.

Appointment of President and Secretary is pursuant to FL§ 298.14.

Recommendation:

Resolution No. 2026 – DD01 is presented for consideration and adoption by the District to appoint a District President and District Secretary for the next year.

LOXAHATCHEE GROVES WATER CONTROL DISTRICT

RESOLUTION NO. 2026-DD01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ELECTING THE DISTRICT PRESIDENT AND PROVIDING THAT THE PRESIDENT SHALL SERVE AS CHAIR AT MEETINGS OF THE BOARD OF SUPERVISORS; ELECTING THE DISTRICT SECRETARY AND PROVIDING BOND AMOUNT; PROVIDING FOR CONFLICT, PROVIDING DOR SEVERAILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District is comprised of the members of the Town Council; and

WHEREAS, dependency of the District will permit efficiency in managerial and operational services required for the District to fulfill its requirements and obligations; and

WHEREAS, the District, as a Dependent District of the Town, and the Town of Loxahatchee Groves have entered into an interlocal Agreement for the Town to provide the District with goods and services necessary for the District to fulfill its obligations and responsibilities, which will promote efficiencies and avoid duplication in functions; and

WHEREAS, pursuant to Section 298.14, Florida Statutes, the Board of Supervisors is required to elect the President for the District and the Secretary for the District.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, AS FOLLOWS:

Section 1. The forgoing “**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 Board of Supervisors for the Loxahatchee Water Control District, a Dependent District of the Town of Loxahatchee Groves, hereby appoints _____ to serve as President for the District. The President shall also serve as Chair at meetings of the Board of Supervisors of the District.

Section 3. The Board of Supervisors for the Loxahatchee Groves Water Control District, a Dependent District of the Town of Loxahatchee Groves, hereby appoints _____ to serve as Secretary for the District. Section 298.14, Florida Statutes, provides that the Board of Supervisors may require a bond for the faithful performance of the Secretary’s duties. The Board of Supervisors may require a bond in the amount of \$0.00. The District shall be responsible for the costs of the bond. The Secretary shall serve without compensation.

Section 4. All resolutions or parts of resolutions in any conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, other part, or application of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or. Application, it shall not affect validity of the remaining portions or applications of this Resolution.

Section 6. This Resolution shall take effect immediately upon adoption.

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

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ADOPTED BY THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, THIS __ DAY OF ____ 2026.

LOXAHATCHEE GROVES WATER CONTROL DISTRICT

ATTEST:

Voted:

Supervisor William “ Joe” Stephens

District Secretary

Voted:

Supervisor Lisa El-Ramey

APPROVED AS TO LEGAL FORM:

Voted:

Supervisor Anita Kane

Office of the District Attorney

Voted:

Supervisor Paul Coleman II

Voted:

Supervisor Manish Sood



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council, Town of Loxahatchee Groves
FROM: Francine L. Ramaglia, Town Manager
DATE: April 7, 2026
SUBJECT: Approval of Resolution No. 2026-DD02 – Appointment of the District Treasurer

Background:

The District appoints a Treasurer from among its members to serve a one-year term. All councilmembers are eligible to be selected as Treasurer for the upcoming year.

Recommendation:

Resolution No. 2025-DD02 is presented for consideration and adoption by the District to appoint a District Treasurer for the next year.

LOXAHATCHEE GROVES WATER CONTROL

DISTRICT RESOLUTION NO. 2026-DD02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING THE DISTRICT TREASURER AND PROVIDING BOND AMOUNT AND COMPENSATION; DESIGNATION THE TOWN MANAGER AS FISCAL AGENT FOR THE DISTRICT AND PROVIDING FOR COMPENSATION; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District is comprised of the members of the Town Council; and

WHEREAS, dependency of the District will permit efficiency in managerial and operational services required for the District to fulfill its requirements and obligations; and

WHEREAS, the District, as a Dependent District of the Town, and the Town of Loxahatchee Groves have entered into an interlocal Agreement for the Town to provide the District with goods and services necessary for the District to fulfill its obligations and responsibilities, which will promote efficiencies and avoid duplication in functions; and

WHEREAS, pursuant to Section 298.17, Florida Statutes, the Board of Supervisors is required to appoint the Treasurer for the District and may employ a Fiscal Agent for the District

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, AS FOLLOWS:

Section 1. The forgoing “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 Board of Supervisors for the Loxahatchee Water Control District, a Dependent District of the Town of Loxahatchee Groves, hereby appoints _____ to serve as Treasurer for the District. The bond required by Section 298.17, Florida Statutes, shall be in the amount of \$0.00. The District shall be responsible for the costs of the Bond. The Treasurer shall serve without compensation.

Section 3. The Board of Supervisors for the Loxahatchee Groves Water Control District, a Dependent District of the Town of Loxahatchee Groves, hereby designates the Town Manager of the Town of Loxahatchee Groves or her designee as the Fiscal Agent for the District as authorized by Section 298.17, Florida Statutes, pursuant to and consistent with the Interlocal Agreement between the District, a Dependent District of the Town, and the Town of Loxahatchee Groves. The Fiscal Agent shall be compensated pursuant to and through the terms of her agreement with the Town.

Section 4. All resolutions or parts of resolution in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, other part, or application of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portion or applications of this Resolution.

Section 6. This Resolution shall take effect immediately upon adoption.

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

ADOPTED BY THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, THIS ___ DAY OF _____ 2026.

LOXAHATCHEE GROVES WATER CONTROL DISTRICT

ATTEST:

Voted:
Supervisor William "Joe" Stephens

District Clerk

Voted:
Supervisor Lisa El-Ramey

APPROVED AS TO LEGAL FORM:

Voted:
Supervisor Anita Kane

Office of the District Attorney

Voted:
Supervisor Paul Coleman II

Voted:
Supervisor Manish Sood



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council, Town of Loxahatchee Groves
FROM: Francine L. Ramaglia, Town Manager
DATE: April 7, 2026
SUBJECT: Approval of Resolution No. 2026-DD03 – Appointment of the District Engineer

Background:

The district appoints an individual to be District Engineer who shall deliver all necessary documents and instruments to the board of supervisors as requested. As well as provide the water control district with a report detailing the water control plan. The previous District Engineer was Richard Gallant.

Appointment of District Engineer is pursuant to FL§ 298.16.

Recommendation:

Resolution No. 2026-DD03 is presented for consideration and adoption by the District to appoint a District Engineer. The recommended engineer by staff is Public Works Interim Director Craig Lower.

**LOXAHATCHEE GROVES WATER CONTROL DISTRICT
RESOLUTION NO. 2026-DD03**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, DESIGNATING CRAIG LOWER, AS THE ENGINEER FOR THE DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Loxahatchee Groves Water Control District (“District”) is a Dependent District of the Town of Loxahatchee Groves; and

WHEREAS, the Board of Supervisors of the District is comprised of the members of the Town Council; and

WHEREAS, the Board of Supervisors had adopted Resolution No. 2018-DD06 designating the Town Engineer as the Engineer for the District; and

WHEREAS, at the time Resolution No. 2018-DD06 was passed the Town had a designated Town Engineer; and

WHEREAS, the Town no longer has a specific engineer or engineering firm designated as the Town Engineer and the Town is not required by statute or ordinance to have a designated Town Engineer; and

WHEREAS, the District is, pursuant to Section 298.16 Florida Statutes, required to have a District Engineer; and

WHEREAS, the Board of Supervisors finds it in the best interest of the landowners and District to designate the Town’s current Public Works Interim Director, Craig Lower, as the Engineer for the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, THAT:

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

SECTION 2. The Board of Supervisors for the Loxahatchee Groves Water Control District, a Dependent District of the Town of Loxahatchee Groves, hereby designates to the Town’s current Public Works Interim Director, Craig Lower as the Engineer for the District.

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

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

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

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

ADOPTED BY THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS __ DAY OF _____, 2026.

LOXAHATCHEE GROVES WATER CONTROL DISTRICT

ATTEST:

District Secretary

Voted:
Supervisor William "Joe" Stephens

Voted:
Supervisor Lisa El-Ramey

Voted:
Supervisor Anita Kane

APPROVED AS TO LEGAL FORM:

District Attorney

Voted:
Supervisor Paul Coleman II

Voted:
Supervisor Manish Sood



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council, Town of Loxahatchee Groves
FROM: Francine L. Ramaglia, Town Manager
DATE: April 7, 2026
SUBJECT: Approval on Resolution No. 2026-DD04 – Approving a Schedule for the District Meeting Dates.

Background:

At the beginning of each year, the District is presented with a calendar of scheduled meeting dates from April 2026 – May 2027. These meeting dates are subject to change at the approval of the District.

Meeting Schedule

- June 2, 2026
- July 7, 2026
- September 1, 2026

LOXAHATCHEE GROVES WATER CONTROL DISTRICT

RESOLUTION NO. 2026-DD04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ESTABLISHING A SCHEDULE OF ITS REGULAR MEETINGS FOR APRIL 2026- MAY 2027 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 189.015, Florida Statutes, requires that the governing body of each special district publish a schedule of its regular meetings quarterly, semiannually, or annually and provide the schedule to the local governing authority in a similar manner; and

WHEREAS, the Board of Supervisors has established the schedule annually for the fiscal year, in compliance with the statutory requirements.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, AS FOLLOWS:

Section 1. The above recitals are hereby adopted as if fully set forth herein.

Section 2. The Board of Supervisors of the Loxahatchee Groves Water Control District hereby adopts the schedule of its regular meetings for April 2026 – May 2027 as attached to this Resolution and directs staff to file the schedule with the Town of Loxahatchee Groves and to publish the schedule on the District website.

Section 3. This Resolution shall take effect immediately upon adoption.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

ADOPTED BY THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, THIS ___DAY OF _____ 2026.

LOXAHATCHEE GROVES WATER CONTROL DISTRICT

ATTEST:

District Secretary

Voted:
Supervisor William "Joe" Stephens

APPROVED AS TO LEGAL FORM:

Voted:
Supervisor Lisa El-Ramey

Office of the District Attorney

Voted:
Supervisor Anita Kane

Voted:
Supervisor Paul Coleman II

Voted:
Supervisor Manish Sood

**LOXAHATCHEE GROVES WATER CONTROL DISTRICT
SCHEDULE OF REGULAR MEETINGS
2026-2027**

All meetings shall be held at 6:30 p.m., or as soon thereafter as possible, at the following location:

Town Hall for the Town of Loxahatchee Groves
155 F Road, Loxahatchee Goves, FL 33740

June 2, 2026

July 7, 2026

September 1, 2026

ARTICLE 92 - RECREATIONAL VEHICLES

Section 92-005 - Purpose and Intent; Effective Date.

The purpose of this article is to establish standards relating to recreational vehicles (RVs) consistent with State of Florida and federal law. The town recognizes the potential safety hazards and other negative impacts associated with the unregulated use of RVs. These standards are designed to allow the use and siting of RVs as set forth herein, while protecting the health, safety, and general welfare of the Town of Loxahatchee Groves. To the extent any provision of in this article conflicts with Florida law, federal law, or any other provision of the town code, the more restrictive provision shall prevail. As used in this article, "bona fide agricultural use classification" shall mean such classification assigned by the Office of the 'Palm Beach County Property Appraiser.

Recreational vehicle means a recreational vehicle-type unit, as particularly described in F.S. § 320.01(1)(b), primarily designed as temporary living quarters which either has its own motive power or is mounted on or drawn by another vehicle, or any other mobile item using wheels and being operated on the roads located within the town, which is used to transport persons or property and is propelled by power other than muscular power; provided, however, that the term "vehicle" does not include mopeds, traction engines, road rollers or vehicles which run only upon a track.

Section 92-010 – RV General Requirements

- (A) **RV Location.** No RV shall be located within any required yard or setback as established by the AR zoning district. nor any easement or right-of-way.
- (B) **Conditions to Allow RV.** In order for a recreational vehicle to be sited on any property within the town’s municipal limits, the property MUST possess and maintain a principal residential dwelling unit and be homesteaded. Recreational vehicles are not permitted on vacant land.
- (C) **Time Recreational Vehicle Allowed on the Property:** The maximum time that an occupied recreational vehicle can be sited on property located within the town’s municipal limits is six (6) months from the date that the recreational vehicle is placed on the property.
- (D) **Number of Occupied and Rented Recreational Vehicles Allowed on the Property:**

| <u>Property Acres</u> | <u>Number of RVs permitted</u> |
|--------------------------|--------------------------------|
| <u>Less than 2 acres</u> | <u>1 RV</u> |
| <u>2 acres or more</u> | <u>2 RVs</u> |

- (E) **Property possessing Bona Fide Agricultural Use:** If a property possesses a bona fide agricultural use, one (1) additional recreational vehicle is permitted under the following

conditions:

1. The recreational vehicle is being used as a caretaker or groom's quarter.
 2. 80% of more of the property is designated as bona fide agricultural use
 3. Must obtain a town permit including required inspections and permits.
- (F) **Parking of Recreational Vehicle.** The recreational vehicle shall be parking in the location as specified in a lease agreement. The leased space shall only be used for parking and storage of the vehicles described on your lease.
- (G) **Storage of materials** - No recreational vehicle may be used for the storage of goods, materials, or equipment other than those items considered to be part of the recreational vehicle essential for its immediate use.
- (H) **Condition of vehicle** - The vehicle or equipment must be kept clean, presentable and in usable condition. A current vehicle registration license plate must be attached at all times. Said vehicle shall not display commercial lettering nor have any equipment, materials, or devices associated with a commercial or industrial use visible. The existence of such lettering, equipment, materials or devices shall automatically deem the vehicle as a "commercial vehicle," subject to the provisions of above.
- (I) **Ownership of vehicle** - The vehicle parked must be owned or leased by the property's owner or tenant.
- (J) **Repairs on vehicle** - No major repairs or overhaul work can be performed on the premises
- (K) **Access to Property** - A property owner, tenant or person in possession or control of the property shall provide access to the property, upon request, for the town inspector to conduct an inspection. Section 92-015 - Permit, Inspection, and Maintenance Requirements

Section 92-015 – Permit, Inspection, and Utilities Requirements

- (A) **Permit Requirement:** A town building permit is only required for an operational recreational vehicle if the recreational vehicle is occupied. If the recreational vehicle is being stored on the property, no approvals from the town are required but the recreational vehicle must meet the requirements of this section.
- (B) **Permit.** The permit application shall be in a form approved by the town and contain the following:
- a. Property Owner information
 - b. Property information including the Property Use Classification by PBC Property Appraiser
 - c. How many acres

- d. # of trailers being occupied
- e. Dates the recreational vehicle will be onsite
- f. Model, make and color of recreational vehicle
- g. Recreational vehicle license tag number
- h. Documentation that electric has been permitted by town
- i. Documentation that waste water has been permitted by the health department
- j. Affidavit stating information provided is true and correct
- k. Payment of a filing fee, if applicable and approved by the town council which shall not exceed \$50.00

(C) **Inspection.** Every permit requires at least one town inspection of the recreational vehicle which must be passed in order to issue the permit. Failure to provide access for an on-site inspection, upon reasonable notice, is a violation of this section.

(D) **Utility Connections.** An occupied RV shall be hooked up 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/pumpable septic tanks as well as the waste removal therefrom are permitted under this section. A determination of appropriateness shall be made at the time of inspection regarding the size and capacity of on-site wells and septic tanks to meet demands generated by permitted RVs.

1. Electrical hook up must be separate for each RV. Each electrical hook up must be permitted through and inspected by the town's building department. No electrical extension cords shall be utilized. Use of extension cords will render the permit invalid.
2. Water hook ups may be a single source with separate hook up at each RV parking spot. Backflow protection devices shall be installed prior to use.
3. Septic hook up must be permitted and inspected by the Florida Department of Health. A copy of the approved permit is required as part of this application. Portable/ pump-able septic tanks as well as the waste removal therefrom are permitted under this section subject to the requirements set forth hereinabove.

(E) **Solid Waste Disposal.** The permit holder shall be required to ensure solid waste generated by an occupied RV is disposed of in a manner that keeps the property free and clear of trash and debris. Trash generated by occupied RVs shall be collected by the town's franchise waste hauler as residential or commercial collection.;

Section 92-020 – RV Regulation Enforcement

(A) Enforcement. It shall be unlawful to use or possess an RV in violation of this article. Each additional RV used or possessed in violation of this article shall constitute a separate violation. Each day a violation exists shall constitute a separate violation.

1. Violations of this article are subject to the enforcement procedures and penalties in chapter 162, Florida Statutes, and chapter 14 of the town code. In addition, violations may be subject to any other means of enforcement allowed by law.
2. In addition to any other penalty authorized by this section, the town may deny issuance or renewal of a permit after a finding of violation of this article.
3. The application fee for after-the-fact permits shall be four (4) times the amount of the application fee set forth in section 92-010(B).

NOTES FROM MARCH 17, 2026 TOWN COUNCIL WORKSHOP

DISCUSSION ON RECREATIONAL VEHICLE PROGRAM/ORD 2024-07

- In order to provide rental “space”, property must have a permitted, homesteaded residential structure.
- Comply with same setback as residential structures
- Consider reduction of total allowed rental spaces to a maximum of 2 regardless of parcel size
 - Less than 2 - 1 RV rental space
 - Greater than 2 - 2 RV rental spaces
- Maximum rental period, 6 months
- If bona fide agriculture use on parcel, may have ONE caretaker/grooms quarter RV use (annually) with a majority (defined as 80% of acreage or greater) of parcel designated AG classified. If meets criteria, MUST have a permitted septic and electrical.

LANDOWNER FORM

- How many acres
- How many rental spaces
- Property classification per PBC property appraiser
- Dates rental spaces available
- How is waste water handled (permitted septic/pump out)
- Permitted electric only
- \$50/rental space
- A true and accurate statement notarized

No RV's on vacant land (exception as above for AG classified parcel)



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

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

DATE: April 7, 2026

SUBJECT : Code Enforcement Lien Foreclosures

Background:

The purpose of this memo is to update the Council on the status of potential code enforcement lien foreclosures and define a process for moving forward. As I indicated when I was hired as the Town Attorney, my recommendation for litigation matters including foreclosure actions is that we retain outside counsel to pursue such actions. With respect to code enforcement foreclosures my suggestion is that the Town retain Weiss Serota and specifically David Tolces and Matt Ramenda to assist us in the prosecution of the cases. They have proposed an agreement to do the work for \$375 an hour, which is in my estimation a reasonable fee for such work. They and their firm have a long history of representing local governments and have considerable experience in code enforcement matters including foreclosure litigation.

It is difficult to estimate the total cost of litigation as so much depends on the response of the other party. Before authorizing any foreclosure action, the Council should be prepared to spend \$15,000 - \$20,000 per case or approximately 50 hours of attorney’s time to fully prosecute the action through judgment. That amount does not include any potential appellate fees. The good news is that if the prosecution is successful, those fees would be recoverable as a part of the final judgment and award.

At present there are five properties we are initially considering recommending for foreclosure. Each property is different and prior to initiating foreclosure, I would like to review the cases individually with each of you, before formally putting them on the agenda for direction to initiate the foreclosure. The initiation of any action will require a budget amendment to fund the action as the current approved budget only had \$20,000 allocated for outside legal services. It was initially \$50,000 but \$30,000 was moved to the contingency reserve. My plan would be to meet with each of you over the next month and discuss the cases in detail, update negotiations with the property owners and bring back to you at your May 7th meeting recommendations on specific cases to initiate along with a budget amendment.



155 F Road Loxahatchee Groves, FL 33470

In accordance with Section 162.09 Florida Statutes, the special magistrate has authorized foreclosure of the liens associated with each of these properties. The final decision on whether to move forward with the action is up to the Town Council.

The properties immediately under consideration are:

1. 1032 Hyde Park Road – This property is homesteaded. The owner of the property is Eldad Iskovitch. He purchased the property in 2018 for \$500,000. The property is a 5 acre parcel, is zoned AR and has an agricultural (equestrian) classification from the property appraiser. There is a 2018 mortgage on the property in an initial amount of \$424,100 and a UCC financing statement that predates the existence of any code enforcement liens. The mortgage and the UCC financing would have priority over the Town’s liens, meaning that in any foreclosure action they would have to be satisfied prior to the Town receiving any proceeds at a foreclosure sale. The Palm Beach County Property Appraiser has given the property a fair market valuation of \$1,310,036 and a taxable valuation of \$969,339. If the foreclosure were successful, it would result in the severance of the homesteaded portion of the property from the non-homesteaded portion and create two non-conforming lots.
2. 16169 Southern Boulevard – This property is currently being utilized by the Piquet race track operation. The owner of the property is Lantana Holdings, LLC. The property was purchased in 2015 for \$2,100,000. The property is 19.51 acres and is zoned Commercial Recreation which is inconsistent with its Residential land use designation. The Palm Beach County Property Appraiser has given the property a fair market and tax valuation of \$3,549,342. The property does not have a mortgage or any other liens on the property that would be superior to the Town’s liens. The property owner is in the process of evicting tenant (raceway operator) from the property. The property is not in compliance with the code enforcement violations and therefore is not in a position to request a reduction of the lien. I am in discussions with the property owner’s attorney concerning them making a substantial payment on the outstanding liens in exchange for holding back on the foreclosure process to enable them to bring the property into compliance (in part by removing the tenant and ceasing the use violation) and allowing them to seek a potential fine reduction from either the special magistrate or the Town Council as allowed by the Town’s ordinances.
3. 1300 D Road – This property is 20 acres. It was recently conveyed to Aniqah and Sohail Quraeshi from an LLC they had an interest in. Related parties have owned the property for a decade or more. There is no mortgage on the property. The property is zoned AR and has an agricultural (equestrian) classification from the Palm Beach County Property



155 F Road Loxahatchee Groves, FL 33470

appraiser. The property is not homesteaded. The property does not have a mortgage or other lien that is superior to the Town's lien. The Palm Beach County Property Appraiser has given the property a fair market valuation of \$1,829,137 and a taxable valuation of \$723,737. The property is in compliance with the code at this time. The property owner is contemplating filing a request for lien reduction in accordance with the Town's ordinances.

4. 3138 A Road – The property is 10 acres. The property owner is Ovidio Duarte and Hazel Jarquin. The property was purchased in 2020 for \$599,000 and has been given a fair market valuation of \$1,034,029 and taxable valuation by the Palm Beach County Property Tax Appraiser. The property is zoned AR and has an agricultural classification (Gragsoil). The property has recently been homesteaded. The property has a mortgage in an original amount of \$449,250 from 2020 which has priority over the Town's liens. The property is not fully in compliance with the code violations at this time and is therefore not eligible for potential lien reduction under the Town's ordinances.
5. 14188 North Road - The property is 5 acres, zoned AR and has an agricultural classification (Orchard Groves) from the property appraiser. The owner of the property is MK Tropical Fruit Farm, LLC. The property was purchased in 2017 for \$265,000. According to the property appraiser it has a market value of \$458,700 and a taxable value of \$23,000. The title work is pending. The property is currently in compliance. We anticipate that the property owner will file a request for a lien reduction in accordance with the Town's Code.

Recommendation:

Authorization for the Town Manager and Town Attorney to enter into a retainer agreement with Weiss Serota for legal services related to foreclosure litigation and direction to bring back foreclosure initiation recommendations along with budget amendments to the legal budget at the May 5, 2026 Town Council meeting.



DAVID N. TOLCES
PARTNER
dtolces@wsh-law.com

March 31, 2026

VIA EMAIL (jkurtz@loxahatcheegrovesfl.gov)

Jeffrey S. Kurtz, Town Attorney
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

Re: Legal Services for Town of Loxahatchee Groves

Mr. Kurtz:

We are pleased that the Town of Loxahatchee Groves (the “Town”) wishes to engage Weiss Serota Helfman Cole & Bierman, P.L. (the “Firm”) to perform legal services for the Town. From our experience, we have found that clients appreciate a frank and open discussion and understanding of the services that we will perform and the basis upon which they will be expected to pay for those services.

This letter is intended to set forth our understanding as to the nature and scope of the legal services we have agreed to render for the Town, the amount of our fees for those services, the manner in which our fees for those services shall be determined and the terms upon which the Town will make payment.

1. Nature of Legal Services. The Town has engaged us to provide general legal services, including, but not limited to representing the Town in foreclosure cases. The assignment and direction of such services shall come from the Town Attorney, and the Firm shall report on all matters related to the services directly to the Town Attorney.

2. Fees for Services. The Town will be charged and agree to pay for our services on the basis of hourly rates established from time to time for the attorneys in our Firm, together with applicable taxes if any. Matthew T. Ramenda and David N. Tolces will have primary responsibility for these matters. Mr. Ramenda and Mr. Tolces, and other attorneys will each bill at an hourly rate of \$375.00. Paralegals will bill at an hourly rate of \$200.00. It is our practice to charge for actual

time expended on your behalf, but not less than 2/10th's of an hour for each activity.

3. Costs. In addition to the fees discussed in Paragraph 2, we anticipate that certain expenses may be incurred and advanced on your behalf. These expenses may include filing fees, recording costs, out-of-town travel expenses, delivery charges, long distance telephone charges, photocopies, special postage (express mail, certified mail and the like), computer research charges, court reporter expenses (including cost of transcript and court reporter's fee for attendance), court costs (such as filing fees, service of process, newspaper publication costs, subpoena costs, witness fees, recording fees, etc.), accounting and appraisal fees, fees and expenses of experts necessary to assist in the preparation and hearing of your case, investigation costs, word processing fees, computer charges and applicable lobbyist registration fees. In addition to our fees for legal services, you agree to pay us for such out-of-pocket expenditures. In the event unusually large costs or advances are anticipated, we reserve the right to require an additional cost deposit from the Town prior to undertaking the expenditures of funds on your behalf.

4. Payment of Fees and Costs. Our invoices will be submitted to the Town on a monthly basis and each invoice will be due and payable when rendered. If any invoice remains unpaid for more than 30 days after it is rendered, we reserve the right, in our discretion (subject to court approval, if necessary), to cease to provide further legal services to the Town. The Town will, however, be liable to us for the payment of any fees earned and any costs incurred by us to that time, together with any applicable taxes. In the event we are ultimately required to bring suit to collect any unpaid fees and costs, the Town will be required to pay reasonable attorney's fees as well as legal interest on the amount of any fees and costs due us. The Town further understands that we have the right to retain any and all files, papers and other property coming into our possession in connection with our engagement without any liability to the Town until we have been paid all costs, fees and interest due us under this agreement. The Town also agrees to the imposition of a charging lien for any monies due us on all real and personal property that is preserved, protected or obtained as a result of the representation undertaken herein. Interest at the rate of 12 percent per annum will be added to any invoice which remains unpaid for more than 45 days after it is rendered.

5. Withdrawal from Representation. We reserve the right to withdraw from representing the Town if the Town has misrepresented or failed to disclose material facts to us, or if we disagree about the course of action which should be pursued.

6. Advanced Fees and Costs Deposit. No fee or cost retainer is required.

7. Fees for Other Services. In the event the Town asks us to render legal services with respect to other matters, in the absence of a written agreement specifically addressing that representation, the other matters will be handled on an hourly basis, and attorney's fees and costs will be payable under the same terms and conditions as provided for in Paragraph 2 of this letter.

8. Commencement of Representation. If the foregoing is agreeable to the Town, please acknowledge the Town's understanding and agreement by signing this letter and delivering it to us, together with payment of the retainer and/or cost deposit set forth above.

March 31, 2026
Retainer Letter
Page 3 of 3

We appreciate the Town's confidence in our Firm and we assure you that we will make every effort to perform our services in a prompt and efficient manner.

Very truly yours,



David N. Tolces

AGREED AND ACCEPTED ON _____, 2026.

Signature: _____

Printed Name: _____

Position: _____



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

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

DATE: April 7, 2026

SUBJECT: Consideration of offer from Sheltering Palms Foundation request for release of a conservation easement on their property

Background:

The Town has received an updated offer of \$250,000 to release a conservation easement and lien 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 does not have an assigned address but is located immediately west of 1300 D Road. The property was once owned by the owners of 1300 D Road. Palm Beach County had established a conservation easement on a two-acre of the twenty (20) 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 conservation easement had been denuded and there no longer exists even a remnant of the plantings that had existed.

At the time Sheltering Palms Foundation 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 is 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 a different but related entity to the owner of 1300 D Road.

Sheltering Palms Foundation did not denude the conservation easement, but as the current owners of the property they are the responsible and affected party. The property is currently on the market for just under 3 million dollars. The offers they have received for the 20 acres have been approximately 20% below the asking price. The existence of the conservation easement and code



155 F Road Loxahatchee Groves, FL 33470

enforcement lien are affecting the marketability of the property. The owner would like to resolve the issues and move forward.

The Town Council requested appraisals be done on the property. 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 appraisals 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.

At the Town Council's January meeting, the property owner was willing to pay the Town \$200,000 for the release of the conservation area and a partial release of the lien associated with the 1300 D property. The Town Council at that time asked for more information concerning the cost of replanting the conservation easement. The evaluation of such costs is \$146,745.00.

Sheltering Palms is not interested in re-planting the easement area and the time for developing the area would be significant. The Town would have to establish a monitoring program for the redevelopment of the conservation area. It may be more effective to utilize the monies received from the release of the conservation easement to purchase other areas for conservation or fund replanting in an area that residents would actually have access to. The conservation easement that is the subject of this release does not grant the public any access to the property.

If the Town Council were to grant the release of the easement and partial release of the lien, for the \$250,000 payment, it is suggested that \$245,000 be attributed to the release of the conservation easement and \$5,000 be attributed to the payment for the partial release of the lien. The partial release of the lien would reduce the amount due from the property owners of 1300 D by the \$5,000.

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 May 5, 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 27.

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 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

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| Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural Built Up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25% to 75% <input type="checkbox"/> Under 25% Growth Rate <input type="checkbox"/> Fully Dev. <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Steady <input type="checkbox"/> Slow Property Values <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply Marketing Time <input checked="" type="checkbox"/> Under 3 Mos. <input type="checkbox"/> 4-6 Mos. <input type="checkbox"/> Over 6 Mos. Present Land Use <u>97</u> % 1 Family <u> </u> % 2-4 Fam <u> </u> % Apts. <u> </u> % Condo <u>1</u> % Commercial <u> </u> % Industrial <u> </u> % Vacant <u>2</u> % Change in Present Land Use <input checked="" type="checkbox"/> Not Likely <input type="checkbox"/> Likely (*) <input type="checkbox"/> Taking Place (*) (*) From <u> </u> To <u> </u> Predominant Occupancy <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <u> </u> % Vacant Single Family Price Range \$ <u>255</u> to \$ <u>6,500</u> Predominant Value \$ <u>650</u> Single Family Age <u>0</u> yrs. to <u>64</u> yrs. Predominant Age <u>20</u> yrs. | <table border="0" style="width: 100%;"> <tr> <td style="width: 70%;"></td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Avg.</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Poor</td> </tr> <tr> <td>Employment Stability</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Convenience to Employment</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Convenience to Shopping</td> <td style="text-align: center;"><input type="checkbox"/></td> <td 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style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Adequacy of Utilities</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Property Compatibility</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Protection from Detrimental Conditions</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Police and Fire Protection</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>General Appearance of Properties</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Appeal to Market</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> | | Good | Avg. | Fair | Poor | Employment Stability | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Convenience to Employment | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Convenience to Shopping | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Convenience to Schools | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Adequacy of Public Transportation | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Recreational Facilities | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Adequacy of Utilities | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Property Compatibility | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Protection from Detrimental Conditions | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Police and Fire Protection | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | General Appearance of Properties | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Appeal to Market | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Good | Avg. | Fair | Poor | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Employment Stability | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Convenience to Employment | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Convenience to Shopping | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Convenience to Schools | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Adequacy of Public Transportation | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Recreational Facilities | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Adequacy of Utilities | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Property Compatibility | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Protection from Detrimental Conditions | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Police and Fire Protection | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| General Appearance of Properties | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Appeal to Market | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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 facilities/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 do do not conform to zoning regulations
 Highest and best use: Present use Other (specify) Improved Residential

| | | |
|---|--|---|
| Elec. <input type="checkbox"/> None Gas <input type="checkbox"/> None Water <input type="checkbox"/> None San. Sewer <input type="checkbox"/> None <input type="checkbox"/> Underground Elect. & Tel. | OFF SITE IMPROVEMENTS Street Access: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private Surface <u>Asphalt</u> Maintenance: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Storm Sewer <input type="checkbox"/> Curb/Gutter <input type="checkbox"/> Sidewalk <input type="checkbox"/> Street Lights | Topo <u>Level</u> Size <u>20 Acres</u> Shape <u>Rectangular</u> View <u>Residential/Canal</u> Drainage <u>Appears Adequate</u> Is the property located in a HUD Identified Special Flood Hazard Area? <input type="checkbox"/> No <input type="checkbox"/> 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 | | COMPARABLE NO. 2 | | COMPARABLE NO. 3 | |
|----------------------------------|--|--|------------------------|--|------------------------|--|------------------------|
| 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. | | 0.94 miles W | | 1.84 miles N | | 2.40 miles NW | |
| Sales Price | \$ N/A | \$ 1,400,000 | | \$ 1,265,000 | | \$ 880,000 | |
| Price | \$ N/A | \$ 140,140 | | \$ 126,500 | | \$ 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 Listed 01/25 @ \$2,995,000 | DESCRIPTION s11/25;c10/25 | + (-) \$ Adjustment | DESCRIPTION s08/25;c06/25 | + (-) \$ Adjustment | DESCRIPTION s12/24;c11/24 | + (-) \$ Adjustment |
| 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) | | <input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 731,000 | | <input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 725,000 | | <input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 928,000 | |
| Indicated Value of Subject | | 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 | |

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.

RECONCILIATION

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) Deborah Mezoe Review Appraiser (if applicable) Did Did Not Physically Inspect Property
 Signature Deborah Mezoe Signature _____
 Name Deborah Mezoe Date 12/01/2025 Name _____ Date _____
 State FL License Certification # Cert Res RD5650 State _____ License Certification # _____

ADDITIONAL COMPARABLES

Item 27.

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. | | 1.82 miles N | | 4.66 miles S | | 1.72 miles N | |
| | Sales Price | \$ N/A | | \$ 2,900,000 | | \$ 5,600,000 | | \$ 2,750,000 |
| | Price | \$ N/A | | \$ 145,000 | | \$ 366,013 | | \$ 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 Listed 01/25 @ \$2,995,000 | DESCRIPTION s08/25;c05/25 | + (-) \$ Adjustment | DESCRIPTION s02/25;c01/25 | + (-) \$ Adjustment | DESCRIPTION Active | + (-) \$ Adjustment |
| | 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) | | <input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ | -559,000 | <input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ | -3,249,000 | <input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ | -621,500 | |
| Indicated Value of Subject | | 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

Item 27.

| | | | |
|-------------------|--|----------|------------|
| 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:Shelting 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

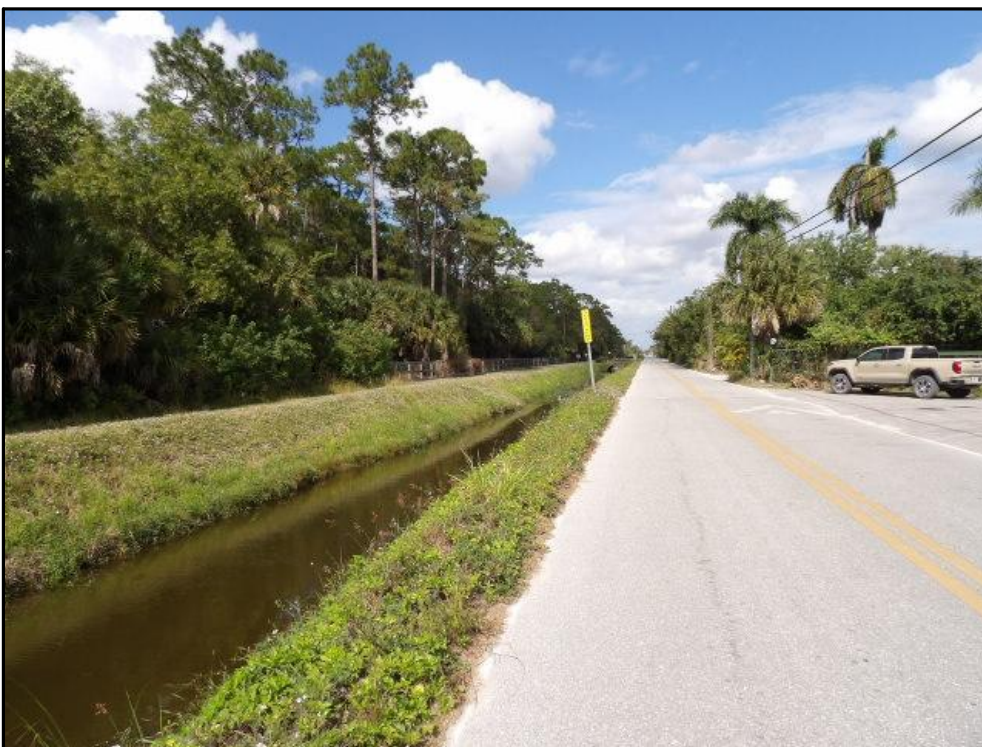
| | | | |
|-------------------|--|----------|------------|
| Borrower or Owner | N/A | | |
| Property Address | xxx E Rd | | |
| City | Loxahatchee | County | Palm Beach |
| | | State | FL |
| | | Zip Code | 33470 |
| Client | Owner/Client;Shelting Palms Foundation Inc | | |



**SUBJECT PROPERTY
FRONT VIEW OF**



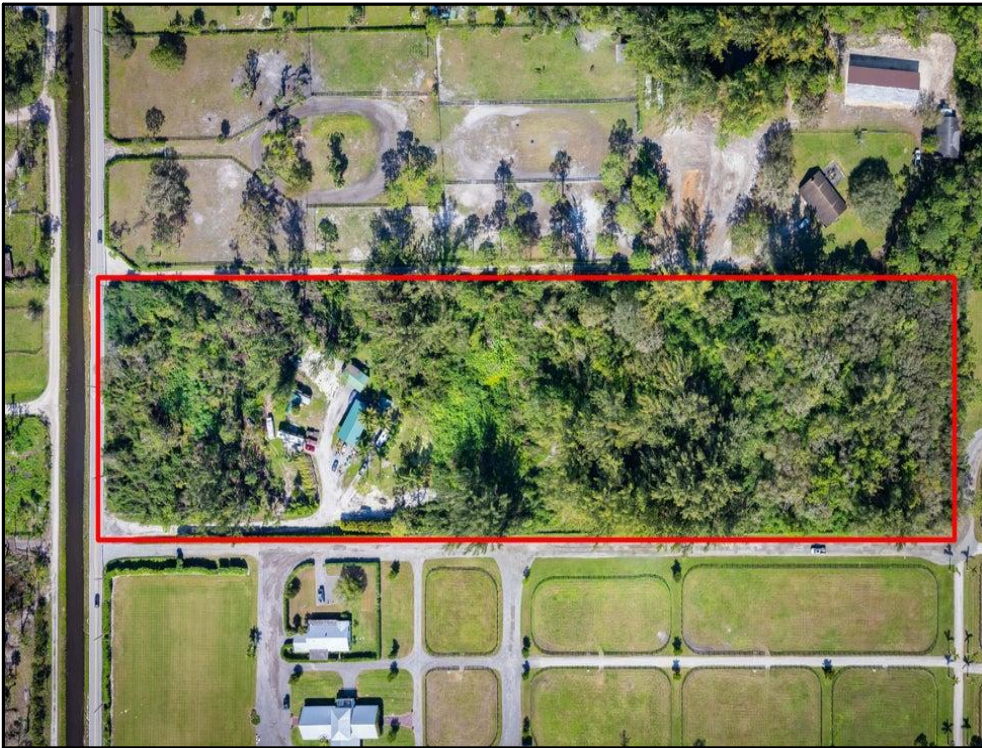
**SUBJECT PROPERTY
REAR VIEW OF**



**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;Shelting 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

| | |
|--|---|
| <p>APPRAISER:</p> <p>Signature: <u><i>Deborah Mezae</i></u></p> <p>Name: <u>Deborah Mezae</u></p> <p>Date Signed: <u>12/01/2025</u></p> <p>State Certification #: <u>Cert Res RD5650</u></p> <p>or State License #: _____</p> <p>State: <u>FL</u></p> <p>Expiration Date of Certification or License: <u>11/30/2026</u></p> | <p>SUPERVISORY APPRAISER (only if required):</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Date Signed: _____</p> <p>State Certification #: _____</p> <p>or State License #: _____</p> <p>State: _____</p> <p>Expiration Date of Certification or License: _____</p> <p><input type="checkbox"/> Did <input type="checkbox"/> Did Not Inspect Property</p> |
|--|---|

Uik's Nursery
1300 B. RD.
Lox. Fl. 33470

CONSERVATION EASEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

AUG-14-1997 9:54am 97-288939
ORB 9937 Pg 704
1
Con 10.00 Doc .70

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 Viloria ("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

Uik's Nursery
 1300 S. RD.
 Lox. Fl. 33470

CONSERVATION EASEMENT

STATE OF FLORIDA
 COUNTY OF PALM BEACH

AUG-14-1997 9:54am 97-288939
 ORB 9937 Pg 704
 10.00 Doc .70

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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;
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ORB 9937 Ps 705

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. Stambaugh
WITNESS Tamara T. Stambaugh

GRANTOR:

BY: [Signature]

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 L.C.)

(Seal)

Theresa A. Wheeler
Notary Public
State of Florida

My Commission Expires: _____



Theresa A. Wheeler
MY COMMISSION # 00579034 EXPIRES
August 22, 2000
BONDED THROUGH FARM DISTANCE, INC.

Return to: (enclose self-addressed stamped envelope)

Name

Address

ORB 9937 Pg 706
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

Property Appraiser's Parcel Identification (Photo Number(s))

200 "D"

1292.50'

Exhibit "A"

D = E. LINE SAID TRACT 47 1/2 "E".
LINE SAID BLOCK "D".

S 88°-48'-08" E
200.00'

TRACT 47, BLOCK "D"

NOT RECORDED

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 17, 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 29, TOWNSHIP 23 SOUTH, AND RANGE 41 EAST.

* PRESERVE CONTAINS 4 - 2.12 ACRES.

N 02°-49'-39" E 462.00'

25' BUFFER ZONE

PROPOSED DEDICATED PRESERVE (INCLUDES BUFFER ZONES)

(SET 1/2" I.R.&C. # 4193 @ 4 CORNERS)

2.12 ACRES

92400

25' BUFFER ZONE

200.00'

674.20'

CMML

N 02°-49'-39" E

462.00'

25' BUFFER ZONE

2692.80'

SET WITNESS CORNER 33.00' E. ON EXTENSION OF N. 1/2 (TO AVOID CANAL)

ABBREVIATIONS:

- A.S.A. = ALSO KNOWN AS
- AND LENGTH
- AT
- CENTERLINE
- CONC. = CONCRETE
- C.S.S. = CONCRETE BLOCK & SLAB
- C/S = CONCRETE SLAB
- Δ = DELTA ANGLE
- E = EASEMENT LINE
- ELEV. = ELEVATION
- ENT. = ENTRANCE
- I.R.&C. = IRON ROD AND CAP
- M.S. = MASONRY
- M.S. = MASONRY
- N.T.S. = NOT TO SCALE
- D.S.W. = ORDINARY HIGH WATER
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.O.C. = POINT OF CURVATURE
- P.O.I. = POINT OF INTERSECTION
- P.O.T. = POINT OF TANGENCY
- P.L.S. = PROFESSIONAL LAND SURVEYOR
- P.L. = PERFECT LINE
- R = RADIAL LENGTH
- R/W = RIGHT OF WAY
- S.F. = SQUARE FEET
- SZ = SIZE

TRACT 5, BLOCK "B"
SPECIFIC NOTATIONS (IF ANY):
(X) = NOT APPLICABLE
(N/A) = NOT AVAILABLE
PARCEL IS IN FLOOD ZONE "B".
* DID NOT TIE-IN INTERIOR REMAINING OR IRRIGATION STRUCTURE. ORIGINAL BOUNDARY SURVEY 6/12/17

SET WITNESS CORNER 38.00' E. ON EXTENSION OF S. 1/2 (TO AVOID CANAL)

P OF SURVEY 1292.33'

RY-003

PURPOSE

PRESERVE DEDICATION

TABLE 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.

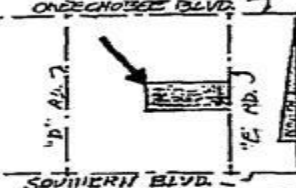
SCALE:
1" = 100'



SHE CANAL BLOCK "D"

LOCATION SKETCH

(N.T.S.):



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
North Palm Beach, FL 33403

PH: (561) 622-9992

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

Page 2

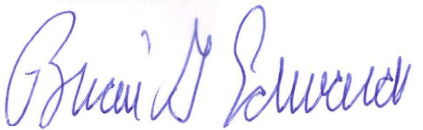
This report is intended to comply with Federal reporting standards and the standards and reporting requirements of the Uniform Standards of Professional Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation.

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.

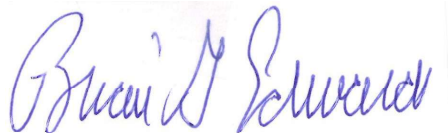
CERTIFICATION

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



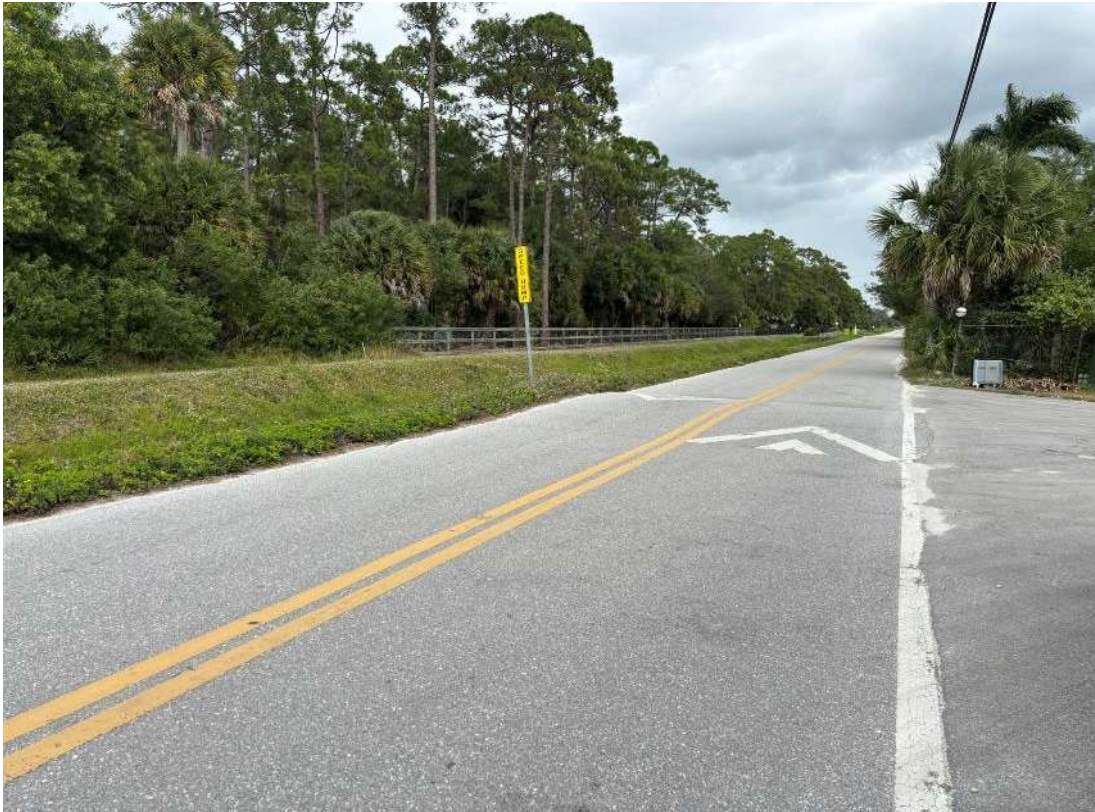
6. CONSERVATION EASEMENT AREA FACING NORTHEAST



7. CONSERVATION EASEMENT AREA FACING SOUTHEAST



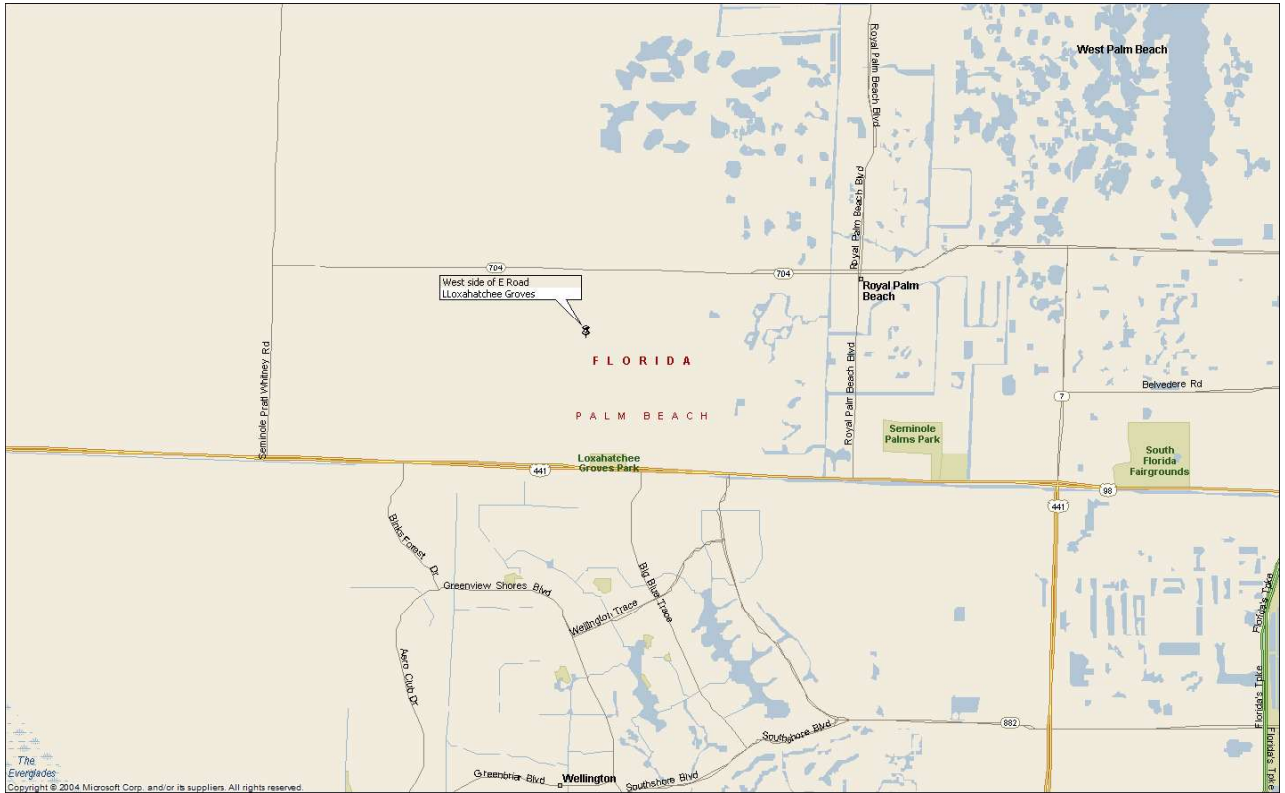
8. CONSERVATION EASEMENT AREA FACING EAST



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 | August 1, 2024 |
|--------------------------|---------------------|---------------------|
| | Population Estimate | 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 Sundry 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

PALM BEACH COUNTY MARKET SNAPSHOT

| 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% |



OCTOBER

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



Loxahatchee Groves

| Single Family Key Metrics | October | | | Year to Date | | |
|--|--------------|---------------------|----------|---------------|----------------------|----------|
| | 2024 | 2025 | % Change | 10-2024 | 10-2025 | % Change |
| Closed Sales | 30 | 32 | + 6.7% | 209 | 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 Key Metrics | October | | | Year to Date | | |
|--|-------------|--------------------|----------|--------------|---------------------|----------|
| | 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

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.



| | | |
|--|--|---|
| <p>PIN</p> <ul style="list-style-type: none"> Approximate location based on user input and does not represent an authoritative property location <p>MAP PANELS</p> <ul style="list-style-type: none"> Selected Floodmap Boundary Digital Data Available No Digital Data Available Unmapped <p>OTHER AREAS</p> <ul style="list-style-type: none"> Area of Minimal Flood Hazard Zone X Effective LOMRs Area of undetermined Flood Hazard Zone D Otherwise Protected Area Coastal Barrier Resource System Area | <p>SPECIAL FLOOD HAZARD AREAS</p> <ul style="list-style-type: none"> Without Base Flood Elevation (BFE) Zone A, V, AH With BFE or Depth Regulatory Floodway Zone AE, AO, AH, VE, AR <p>OTHER AREAS OF FLOOD HAZARD</p> <ul style="list-style-type: none"> 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X Future Conditions 1% Annual Chance Flood Hazard Zone X Area with Reduced Flood Risk due to Levee. See Notes, Zone X Area with Flood Risk due to Levee Zone D | <p>OTHER FEATURES</p> <ul style="list-style-type: none"> 20.2 Cross Sections with 1% Annual Chance Water Surface Elevation 17.5 Coastal Transect Base Flood Elevation Line (BFE) Limit of Study Jurisdiction Boundary Coastal Transect Baseline Profile Baseline Hydrographic Feature <p>GENERAL STRUCTURES</p> <ul style="list-style-type: none"> Channel, Culvert, or Storm Sewer Levee, Dike, or Floodwall |
|--|--|---|

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.

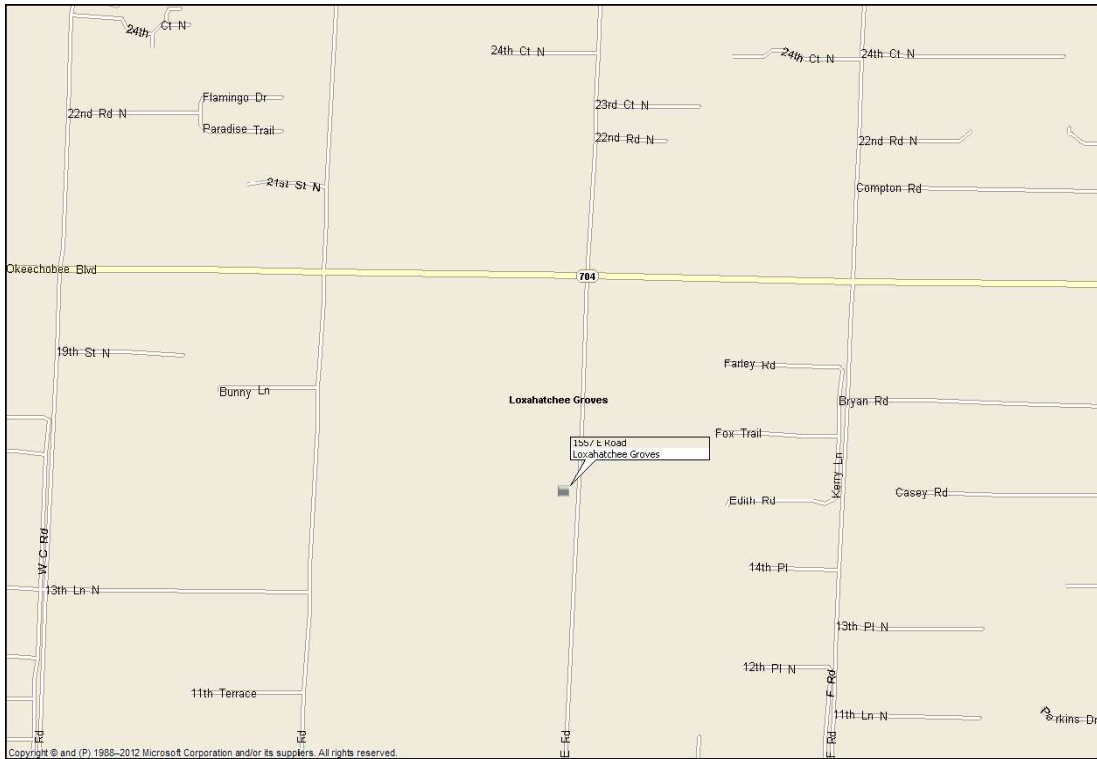
Conclusion As Vacant

Based on our analysis, the Highest and Best Use for the 20.0-acre site is a residential/equestrian related use.

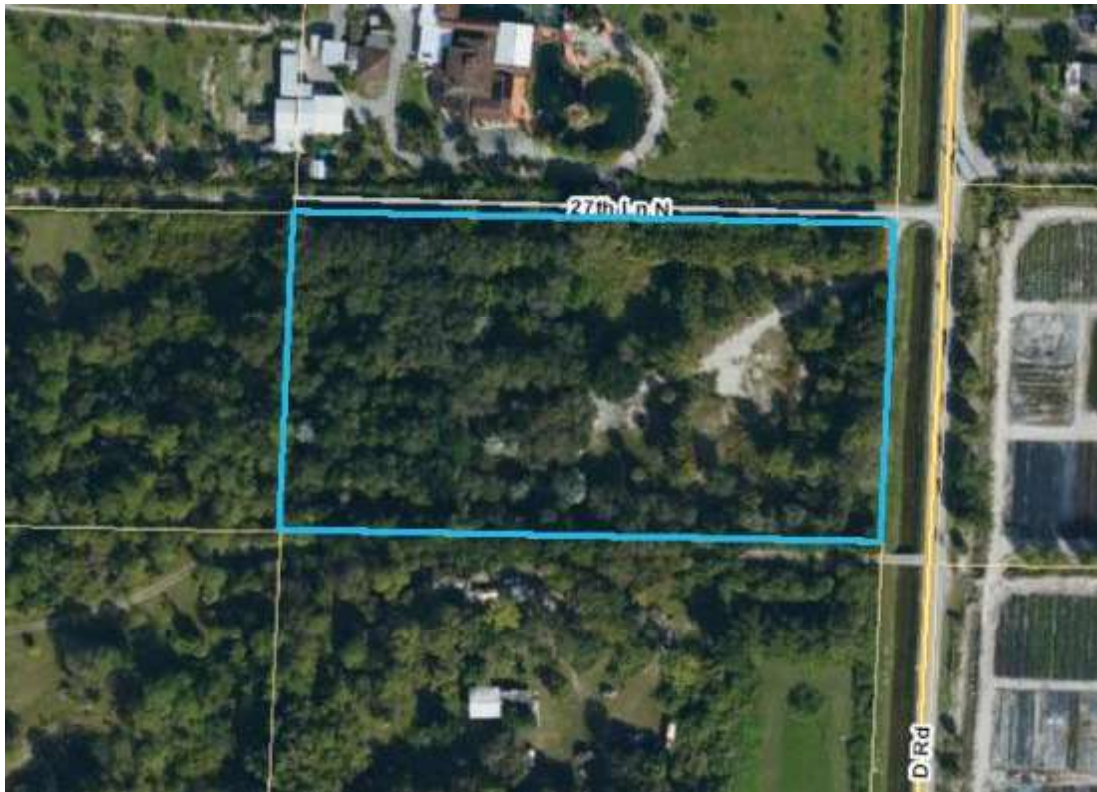
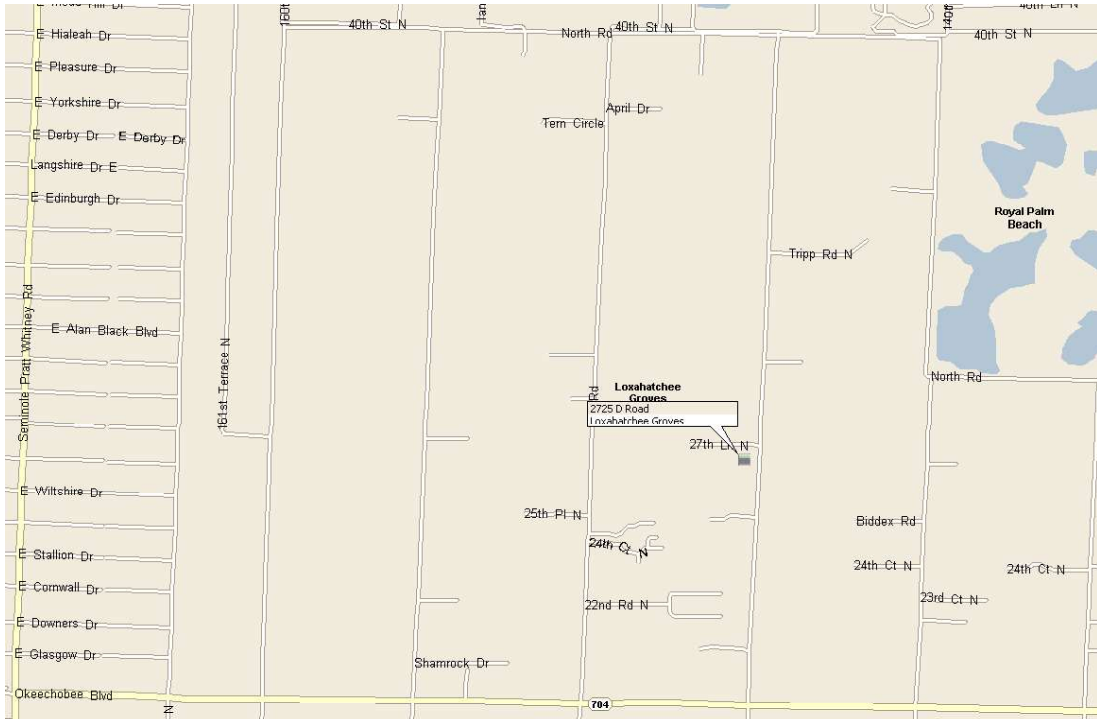
VALUATION METHODS

In estimating the market value of the Subject Property, one of the three Approaches to Value – Sales Comparison Approach was utilized and analyzed.

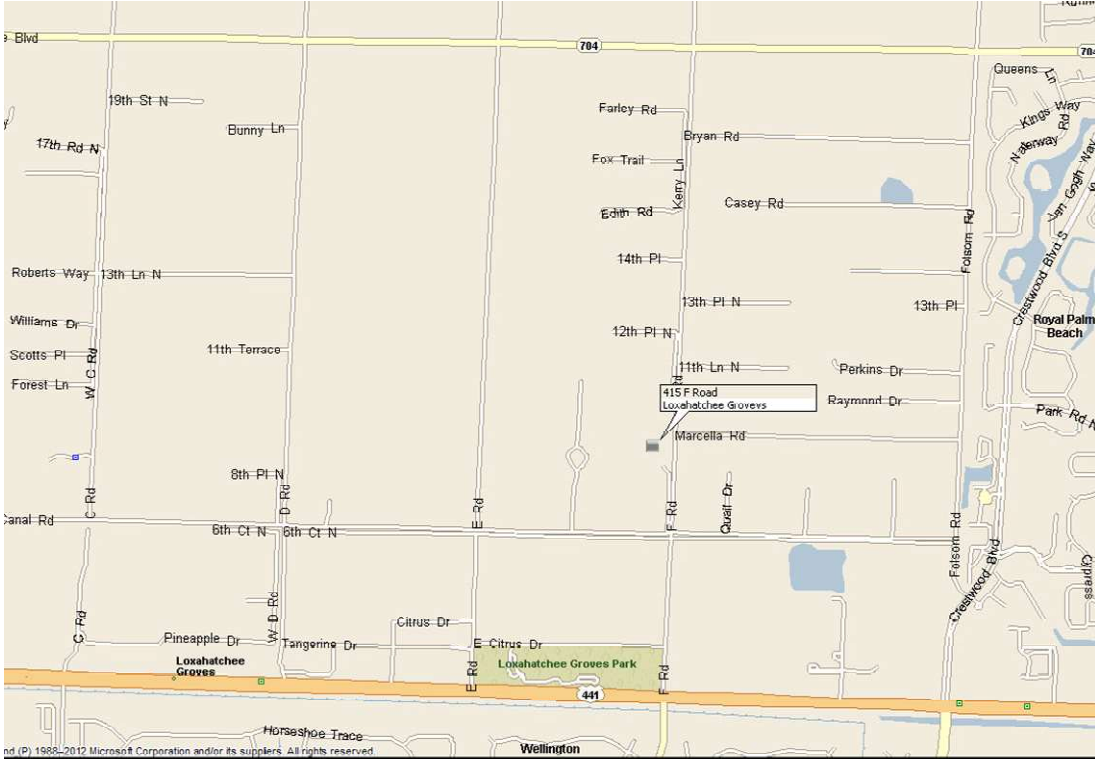
SALES COMPARISON APPROACH - The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable 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.



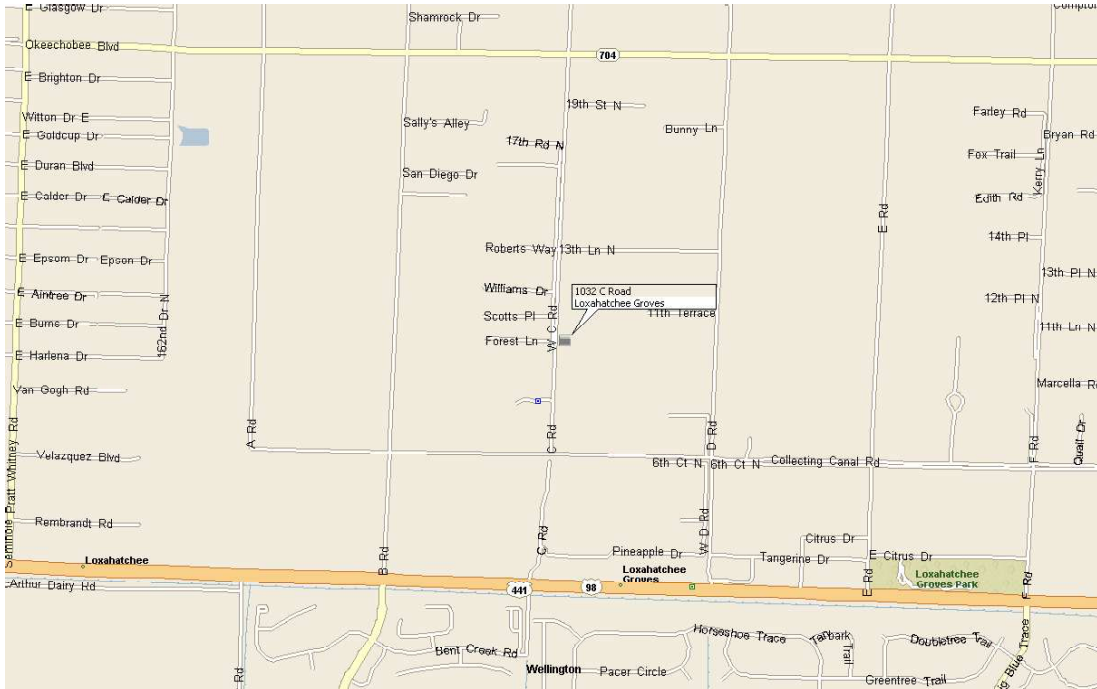
SALE #2



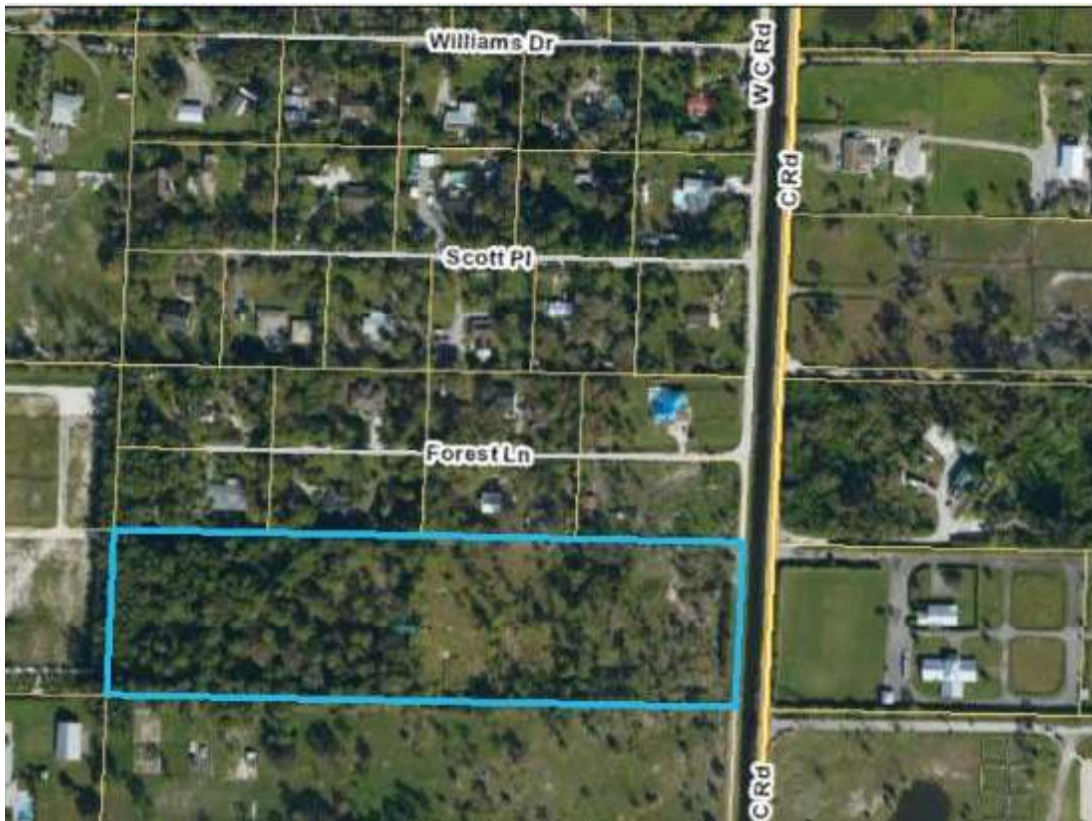
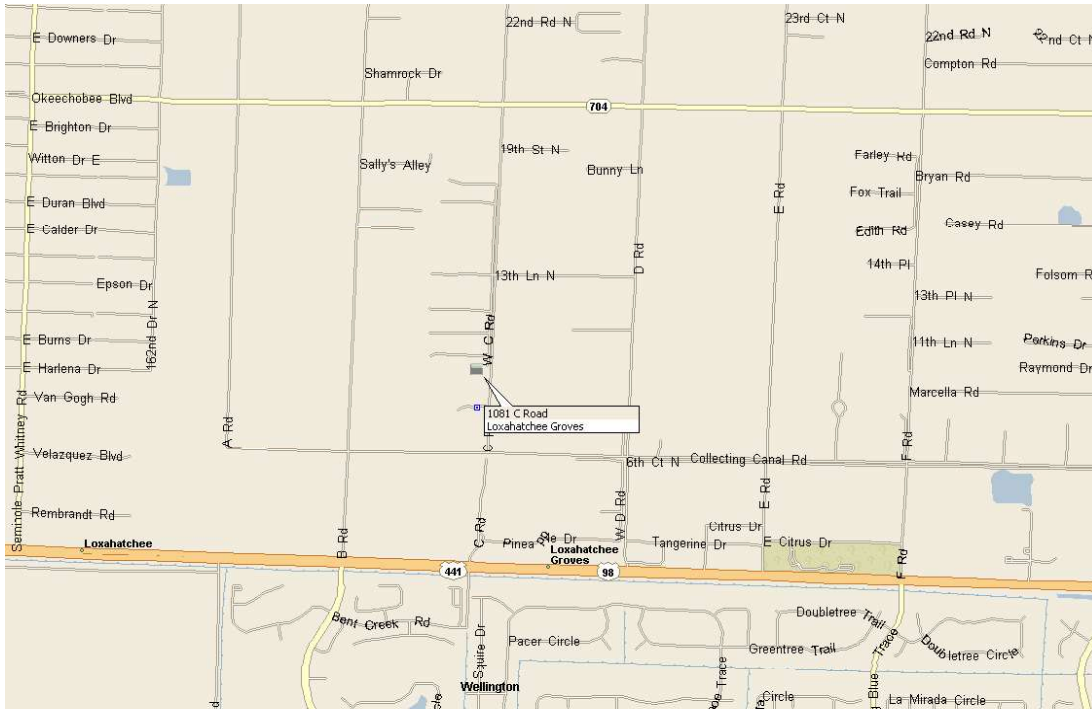
SALE #3



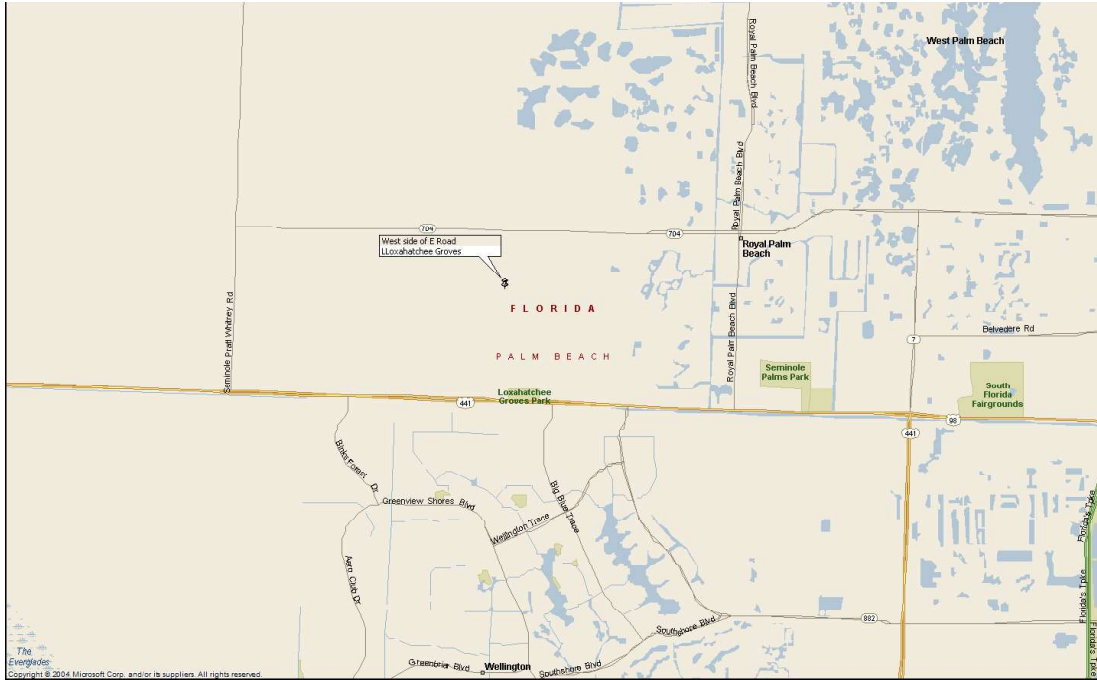
SALE #4



SALE #5



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. |

Parrish & Edwards, Inc.
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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: | <u>(\$ 140,000)</u> |
| | \$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

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, 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 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:

$$2.12 \text{ Acres} \times \$123,000/\text{Ac.} \times 75\% = \$195,570 \text{ or } \$196,000 \text{ (Rounded)}$$

ADDENDA

VIA'S NURSERY
1300 A. RD.
LDX FL 33470

CONSERVATION EASEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

AUG-14-1997 9:54am 97-288939
ORB 9937 Pg 704
COTR 10.00 Doc .70

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 Vilario ("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

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 R. McHugh
WITNESS Mary R. McHugh

Tamara T. Stambaugh
WITNESS Tamara T. Stambaugh

GRANTOR:

BY: [Signature]

Title: _____
Authorized Representative

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 14th day of August, 1997 (date), by Ramon V. Lario (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)

Theresa A. Wheeler
Notary Public
State of Florida

My Commission Expires: _____



Theresa A. Wheeler
MY COMMISSION # 00579934 EXPIRES
August 22, 2000
BOSSED THROUGH YOUR FARM INSURANCE, INC.

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 | | | | | |

25-091

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 of 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
 Appraisal of Land Subject to Ground Leases, January 2017
 FL National USPAP, October 2015
 Appraisal Law and Regulations, September 2015
 Appraisal of self Storage Facilities, May 2015
 Essential Elements/Disclosures/Disclaimers, May 2015
 Appraisal of Assisted Living Facilities, May 2015
 Online Business Practices and Ethics, May 2015
 Online Analyzing Operating Expense, January, 2014
 The Cost Approach, January, 2014
 The Dirty Dozen, January 2014
 Appraisal Application of Regression Analysis, October, 2013
 FL Appraisal Laws and Regulations, September 2013
 FL National USPAP, September 2013
 Using your HP12C Financial Calculator, October 2012
 Florida Appraisal Laws and Rules October 2012
 FL National USPAP, January 2012
 Appraisal/Analysis Income Properties, December 2011
 Ad Valorem Tax Consultation, December 2010
 Appraisal/Analysis Office Buildings for Mtg. Underwriting, December 2010
 FL National USPAP, November 2010
 Florida Appraisal Laws and Regulations February 2010
 Feasibility, Market Value, Investment Timing: Option Value January 2010
 Cost Approach January 2010
 Florida Supervisor/Trainee Roles and Relationships January 2010
 Income Capitalization January 2010
 Online Analyzing Operating Expenses January 2010



Ron DeSantis, Governor

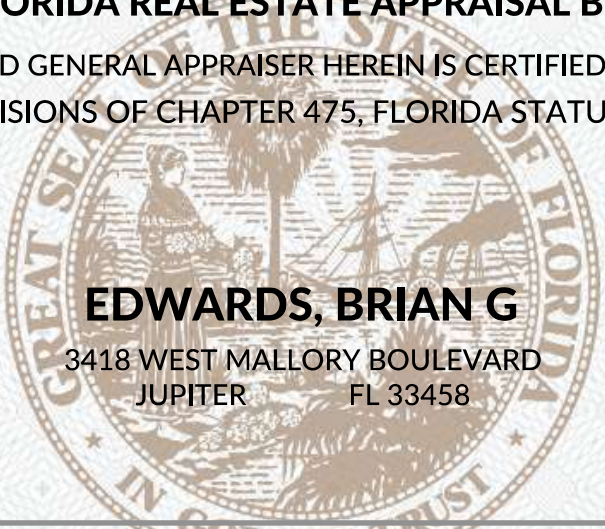
Melanie S. Griffin, Secretary



**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

EXPIRATION DATE: NOVEMBER 30, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/05/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

