

TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

TOWN COUNCIL REGULAR MEETING

AGENDA

JANUARY 07, 2025 – 6:00 PM



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

Anita Kane, Mayor (Seat 3)

Marge Herzog, Vice Mayor (Seat 5) Phillis Maniglia, Councilmember (Seat 1)

Laura Danowski, Councilmember (Seat 2) Robert Shorr, Councilmember (Seat 4)

Administration

Town Manager, Francine L. Ramaglia

Town Attorney, Glen Torcivia

Town Clerk, Valerie Oakes

Public Works Director, Richard Gallant

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

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

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

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

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

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

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

PRESENTATIONS

- [1.](#) Presentation on MGO Software Rollout and Update
- [2.](#) Legislative Update from the Office of Congresswoman Sheila Cherfilus-McCormick
- [3.](#) Update from Lobbyist Ronald L. Book, P.A.

PUBLIC HEARING

- [4.](#) **Approval of Ordinance No. 2024-10 on First Reading:** AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE MULTIPLE LAND USE PLANNED UNIT DEVELOPMENT (MLU/PUD) APPROVAL ON A PARCEL OF LAND CONSISTING OF APPROXIMATELY 89.95 ACRES, MORE OR LESS, LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND "B" ROAD, LEGALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR THE APPROPRIATE REVISIONS TO THE MLU/PUD CONCEPTUAL MASTER PLAN AND THE CONDITIONS OF APPROVAL; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

CONSENT AGENDA

5. **Approval on Resolution No. 2025-01:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING A PIGGYBACK AGREEMENT BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND HINTERLAND GROUP INC., FOR STORMWATER INFRASTRUCTURE MAINTENANCE AND REPAIR SERVICES; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

6. **Approval on Resolution No. 2025-02:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN AGREEMENT WITH WYNN & SONS ENVIRONMENTAL CONSTRUCTION COMPANY, LLC FOR PATHWAY & MINOR CONSTRUCTION SERVICES; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

7. **Approval on Resolution No. 2025-03:** 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 2025 MUNICIPAL ELECTION VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

8. **Approval on Resolution No. 2025-04:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ACCEPTING AN EASEMENT FROM KRISTIAN AND KIMBERLY STRONG OVER A PORTION OF THEIR PROPERTY LOCATED AT 1201 F, ROAD, LOXAHATCHEE GROVES FLORIDA; PROVIDING AN EFFECTIVE DATE.

[THIS PORTION INTENTIONALLY LEFT BLANK].

- 9. Approval on Resolution No. 2025-05:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, DESIGNATING THE MAYOR, OR THE MAYOR'S DESIGNATED ALTERNATE, AS THE PRIMARY SPOKESPERSON ON BEHALF OF THE TOWN RELATIVE TO PROPOSED AND PENDING LEGISLATION BEFORE COUNTY, STATE, AND FEDERAL ELECTED REPRESENTATIVES, INCLUDING MATTERS OF APPROPRIATIONS; AUTHORIZING THE MAYOR OR DESIGNATED ALTERNATE TO CONVEY THE TOWN'S POSITION ON LEGISLATIVE AND BUDGETARY ISSUES IN COMMUNICATIONS WITH ELECTED OFFICIALS, STAFF MEMBERS, AND THE TOWN'S LOBBYISTS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.
- 10.** Approval to Waive the Address Assignment Application Fee.

DISCUSSION

- 11.** Discussion on Helicopter Landings in Town.
- 12.** Discussion on Roadway & Drainage

REGULAR AGENDA

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

DISTRICT'S REGULAR AGENDA

- 13.** District Annual Landowner's Meeting
- A. Approval of **Resolution No. DD01** to Appoint the District Administrator
 - B. Approval of **Resolution No. DD02** to Appoint the Engineer
 - C. Approval of **Resolution No. DD03** to Appoint the District Calendar
 - D. Report of District Works Improvements for the 2024 Calendar Year

RECONVENE TOWN COUNCIL MEETING

INFORMATIONAL ITEMS

- [14.](#) January 2025 Calendar
- [15.](#) National Bird Day Proclamation
- [16.](#) Discussion on Future Agenda Items

TOWN STAFF COMMENTS

Town Manager

Town Attorney

Public Works Director

Town Clerk

TOWN COUNCILMEMBER COMMENTS

Councilmember Phillis Maniglia (Seat 1)

Councilmember Laura Danowski (Seat 2)

Councilmember Robert Shorr (Seat 4)

Vice Mayor Marg Herzog (Seat 5)

Mayor Anita Kane (Seat 3)

ADJOURNMENT

Comment Cards:

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

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: January 7, 2025

SUBJECT: MGO Software Rollout Update / Presentation

Background:

Attached you will find the MGO Powerpoint presentation previously presented as well as information regarding the upcoming upgrade to our town's software system that will streamline and consolidate several key functions into one comprehensive platform. Currently, the Town of Loxahatchee Groves relies on multiple software programs to manage permitting, code enforcement, business tax receipts (BTR), and work orders. As part of our ongoing efforts to improve efficiency, reduce administrative overhead, and provide better service to our residents, we will be replacing our current system, **Gov Easy**, with a more integrated solution that brings these functions together.

Key Features of the New System:

- **All-in-One Platform:** The new software integrates permitting, code enforcement, BTR, and work order management into a single interface, eliminating the need for multiple, disconnected systems.
- **Automated Processes:** The system will feature enhanced automation, reducing the need for manual input and improving accuracy and processing times for permits, work orders, and code violations.
- **Improved User Experience:** With a more user-friendly interface, both staff and residents will benefit from easier navigation and a more streamlined process for handling requests and transactions.

Go-Live Date:

The new system is scheduled to go live on **January 13, 2024**. This will mark the official transition from the current Gov Easy platform to the new software.

Public Demonstration:

We are organizing a public demonstration of the new software to ensure that residents and businesses

are familiar with its capabilities. The presentation will be held on **Saturday, January 11, 2024, from 9:00 AM to 11:00 AM** at the Town Hall. We invite all members of the public to attend this session.

In addition to the Saturday session, we will also schedule **additional demonstration sessions** during the following week for those unable to attend on January 11th. Details for these additional sessions will be provided once confirmed.

Next Steps:

- **Training for Staff:** Staff will undergo training in advance of the go-live date to ensure a smooth transition to the new software.
- **Public Outreach:** We will send notifications to residents and businesses about the go-live date and the public demonstration sessions.

This new software system is a significant step forward in improving the efficiency and service delivery of the Town of Loxahatchee Groves. We are excited about the enhanced capabilities it will bring and look forward to showcasing its features during the public demonstration.

MGDO

MY

GovernmentOnline

CREATED BY GOVERNMENT FOR GOVERNMENT

Jurisdiction Software Suite that includes: Permits & Licensing, Solution Center, Planning & Zoning, Public Works, Community Development, Grant & Loans, GPS, Financial and GIS Software Integration and more!



PERMITS & LICENSING

- Apply & Pay for Permits Online
- Work Orders & Inspections
- Document Management
- Complete Permit Administration
- Contractor Licensing



PLANNING & ZONING

- Apply & Pay for Projects Online
- Submit Files
- View Meeting Dates
- Drag and Drop Scheduling



SOLUTION CENTER / 311

- Submit & Track Service Requests
- Code Enforcement/311
- Submit Photos
- Real Time Dashboards
- Call Center or Direct
- Department Routing



PUBLIC WORKS

- Asset Management
- Labor, Inventory, Materials Cost Tracking
- Real Time Work Order Dashboards
- Drag and Drop Calendars

Framework not a Singular Module

All Functions are a set of Shared Libraries or Classes

Features are designed for multiple purposes by being granular, share data with each other, and not tied to any one "module"

Reusable Software Environment with out requiring any custom coding allowing for a highly customizable system.

Ability to create collection of features to deploy a custom module on the same framework as other modules.

Can be modified by writing additional code

Rests Upon a Centralized Database Platform Creating One Common System

Offered as SAAS. Unlimited user accounts with Role Based Permissions



WHO WE ARE

01

South Central Planning & Development Commission (SCPDC)

02

We are **NOT** a private company

03

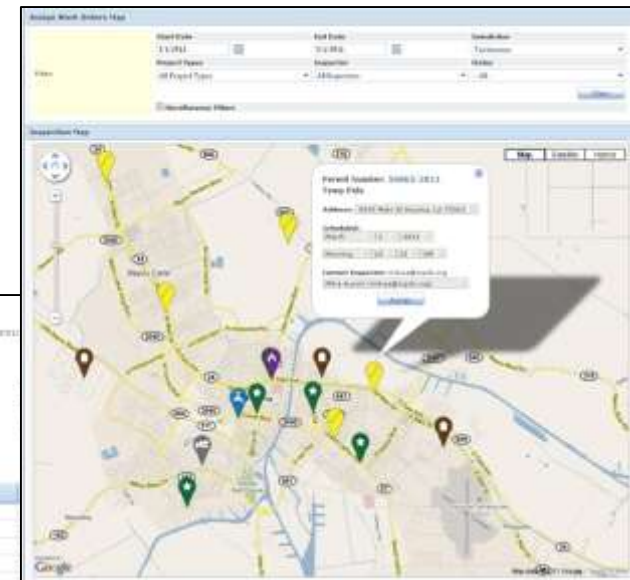
We are an Economic Development District (**EDD**) or Continuity of Government (**COG**)

About Our Software

- Original Project leaders are still with the project.
- Software has been in use for over 18 years.
- Hundreds of implementations in 23 states.
- Created by Government for Government.

What are Builders and Residents Experiencing to have them Praise the System to Jurisdiction's Administrations?

- 24 Hour Customer Portal
- Mobile Work Orders / Inspections
- Digital Plan Review
- Automatic Phone Alerts
- Automated Work Flow
- Customized Reports
- Unlimited Support



Inspector Weekly Report

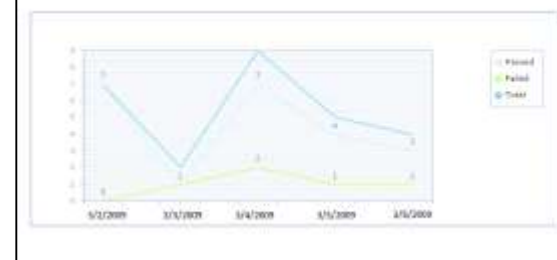
Inspector: Tony Kneass

Work In Summary:

Number of Inspections: 10
 Number Passed: 7
 Number Failed: 3
 Average Number of Inspections: 10
 Worker:

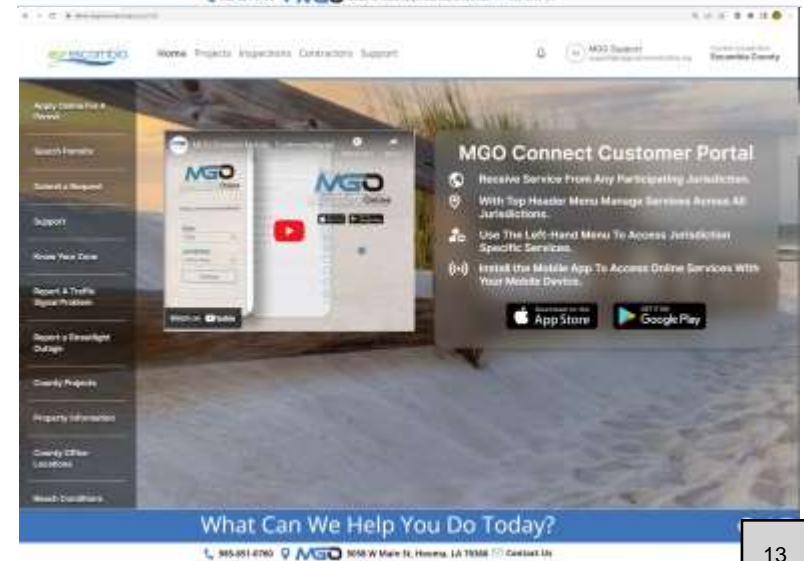
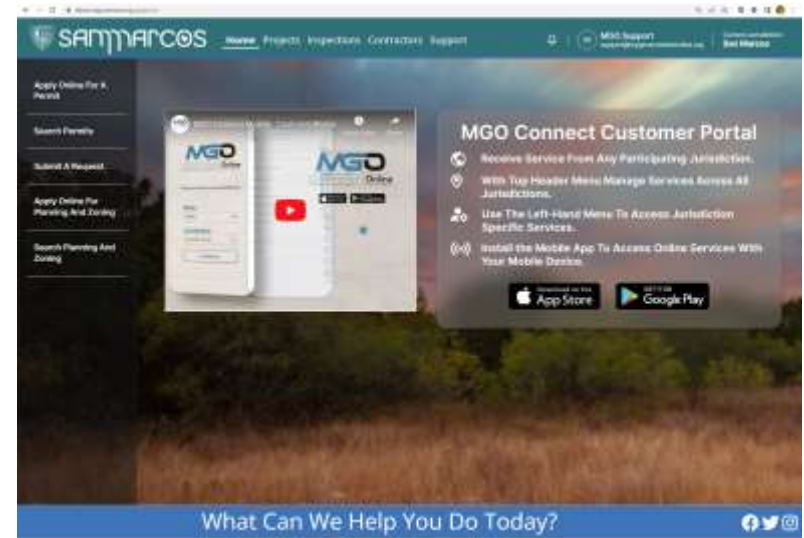
Work In Detail:

Date	# of Inspections	# Passed
11/11/2009	1	1
11/12/2009	2	1
11/13/2009	3	2
11/14/2009	4	3



MGO Connect Customer Portal

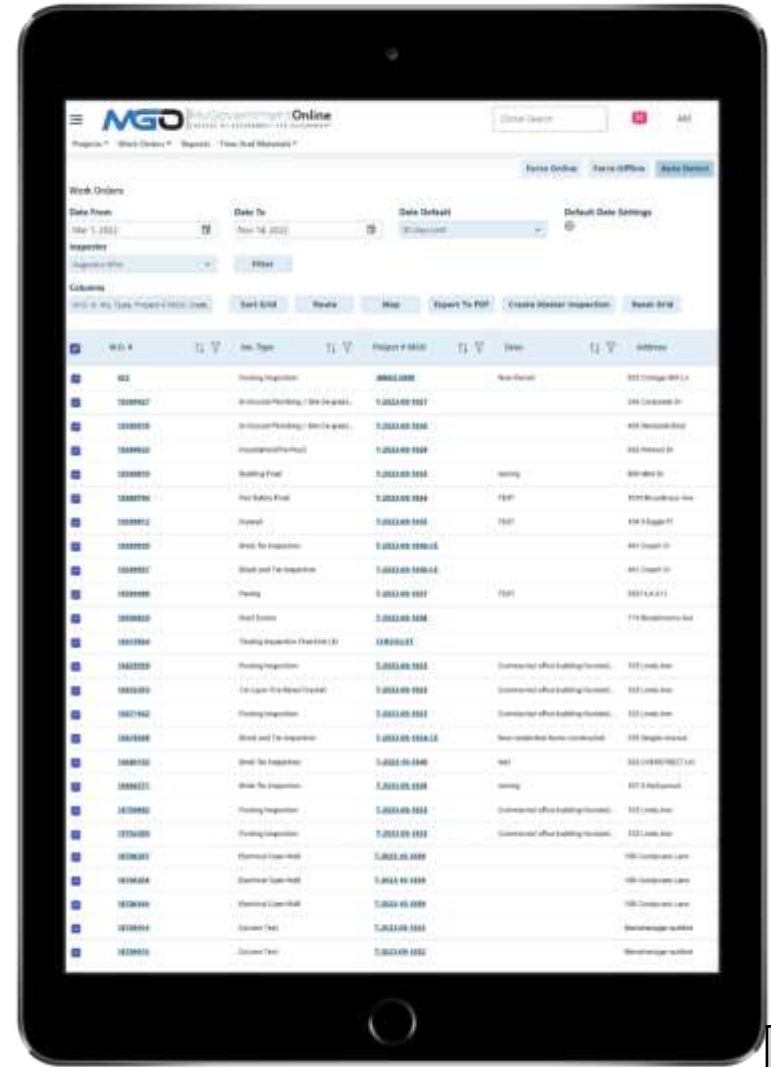
- Apply for Permits Online
- View status of “Check list” items needed to complete permit process in real time
- View Inspection Reports
- View original and revised plans
- One customer portal account allows you to manage permits, code enforcement issues, addressing and more across multiple jurisdictions!
- Historical data is stored online indefinitely
- All features are completely FREE
- There are no charges for any of the functionality of the customer portal





Mobile Work Orders/Inspections

- Complete reports directly on the job site.
- Works without remote internet access.
- New work order alerts are sent in real time via text message and I.A. software.



'WORK ORDER LIST' QUEUE

01 Similar Functionality to the Inspection Anywhere Queue

02 New From and To Date Filtering

03 New Mapping Functionality

04 New Routing / Route Optimization Functionality

Work Orders

Date From: Sep 6, 2022 | Date To: Sep 16, 2022 | Date Default: 30 days past | Default Date Settings: [icon]

Inspector: Augustus Who | Filter

Columns: W.O. #, Ins. Type, Project # MGO, Desc., Address | Sort Grid | [icon] | [icon] | Export To PDF | [icon]

<input type="checkbox"/>	W.O. #	Ins. Type	Project # MGO	Desc.	Address	Requestor	Sched	Notes
<input type="checkbox"/>	18506007	Building Foot	T:2023-09-1024	New residential shed construction	293 Ziegler Avenue	Augustus Who	09/08/2022 22:30	
<input type="checkbox"/>	18506008	Block and Tie Inspection	T:2023-09-1025	New foundation and blocks	805B West Main Ave	Augustus Who	09/08/2022 21:00	
<input type="checkbox"/>	18506026	Foundation Inspection	T:2023-09-1022	Slab for deck decking and post	2934 Banow St	Augustus Who	09/08/2022 21:00	
<input type="checkbox"/>	18506034	Footing Inspection	T:2023-09-1023	Commercial office building foundation	123 Linda Ann	Augustus Who	09/08/2022 22:00	

Showing 1 to 4 of 4 entries | 1 | 100

NEW 'WORK ORDER MORE' TAB

01

Similar functionality as the 'Inspection' Tab in Inspection Anywhere

02

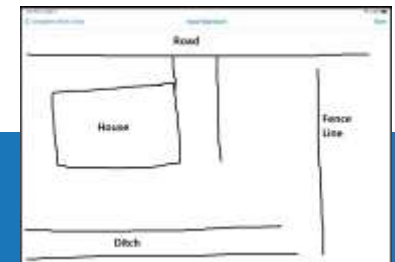
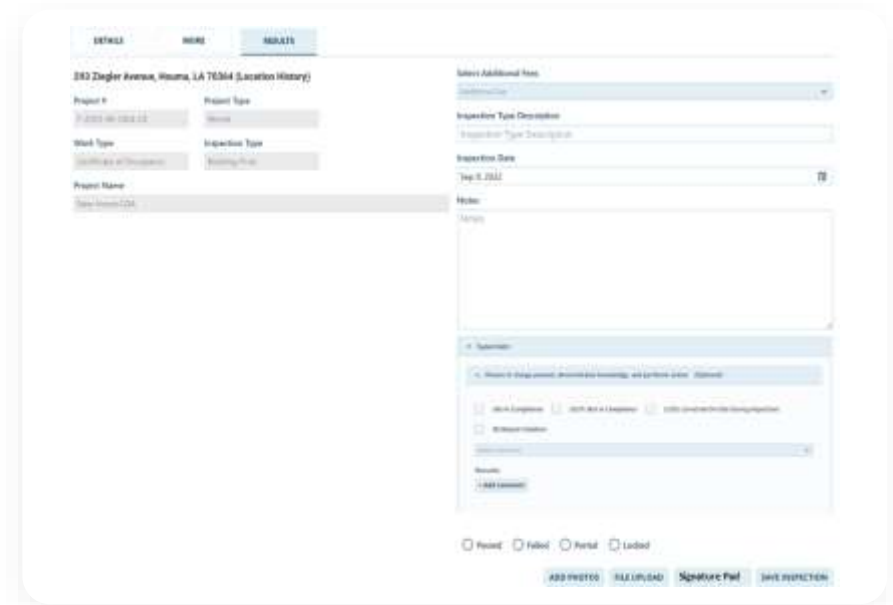
Inspection Checklist Section

03

Project Checklist Sections

04

Signature/Drawing Pad



'WORK ORDER LIST' ROUTING FEATURE

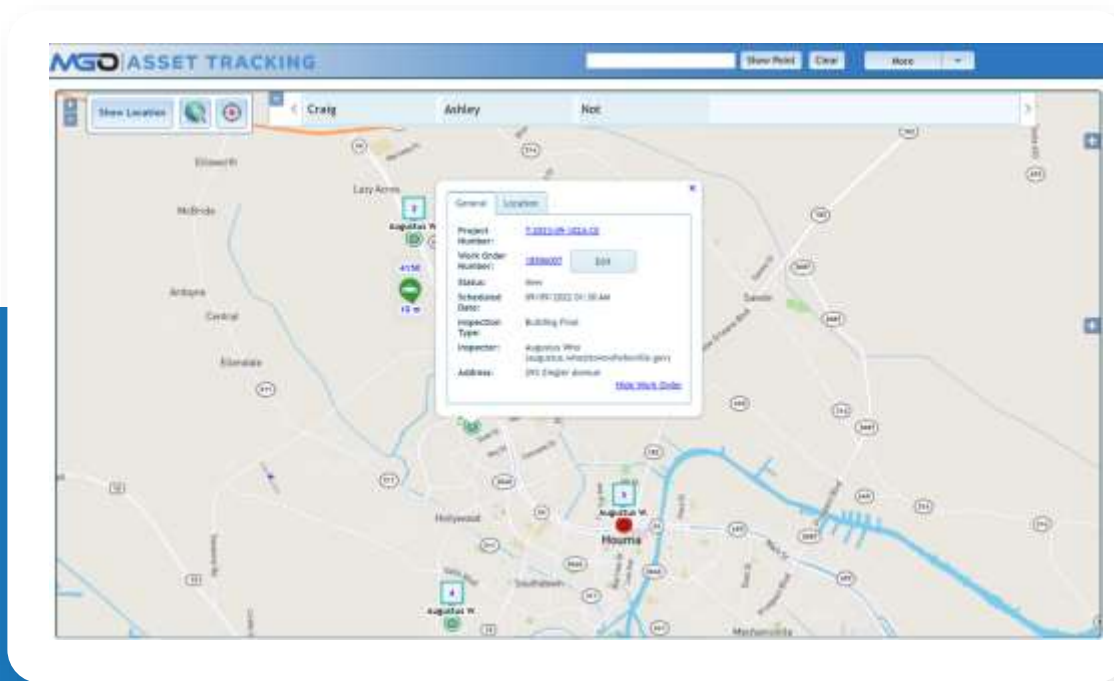
All Work Orders Appear

- Numbering Order
- Drag and Drop Work Order Location
- Sort Grid Functionality

The screenshot displays the 'Route' feature in the MGO system. The top portion shows a map with a blue route connecting four work order locations. The bottom portion shows a table of 'Selected Work Orders' with columns for ID, Type, Project #, Status, Address, Requester, Label, and Date.

#	W.O.#	W.O. Type	Project #	Status	Address	Requester	Label	Date
1	3340463	Reg'd Tree Service	3022-88	Request from City to set up L	1361 SAINT CHARLES ST	Krista Elmore	3/16/2022 07:36	
2	3340467	Street Light	3022-88	Request from City to set up L	1361 SAINT CHARLES ST	Krista Elmore	3/16/2022 08:00	
3	3340464	Tree pickup needed	3022-88	Request from City to set up L	806 WEST MARLET	Krista Elmore	3/16/2022 11:39	
4	3334038	Daily Operator Checklist	3022-88		132 BELLAIRE DR	Krista Elmore	3/16/2022 11:36	

'WORK ORDER LIST' MAP FEATURE

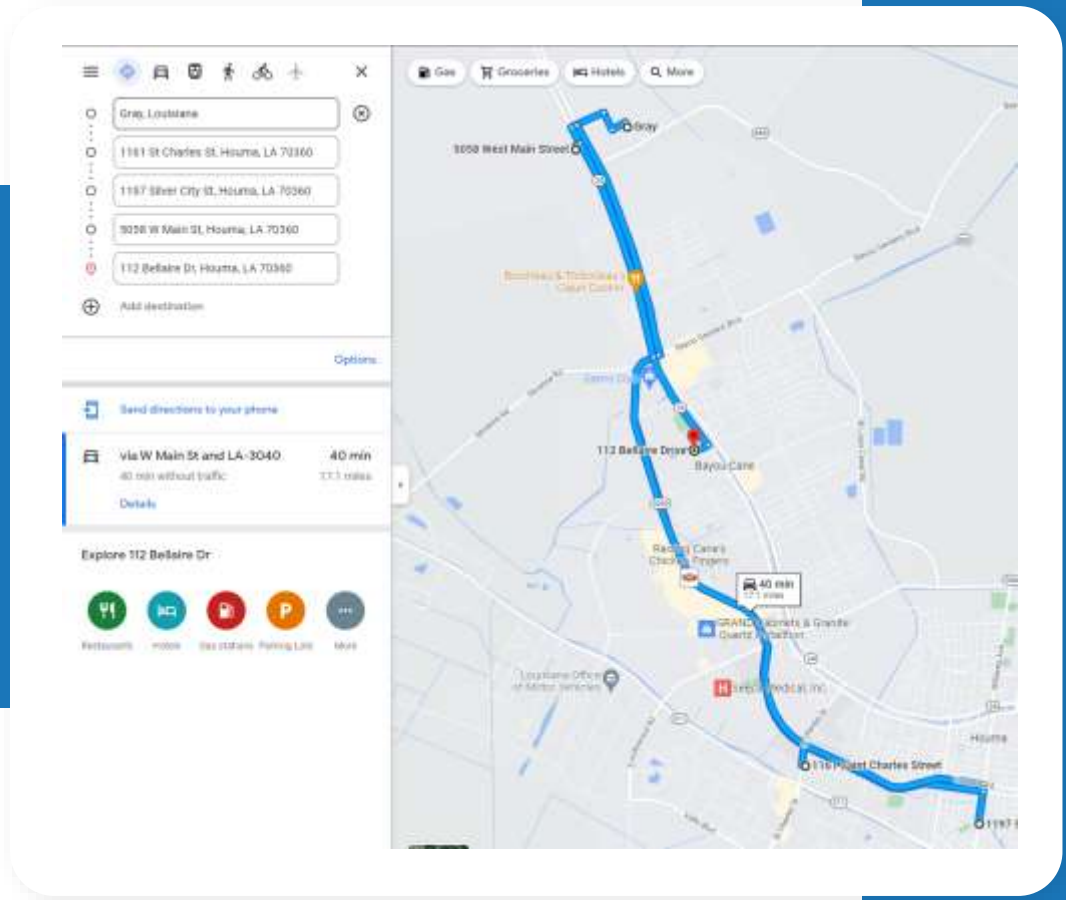


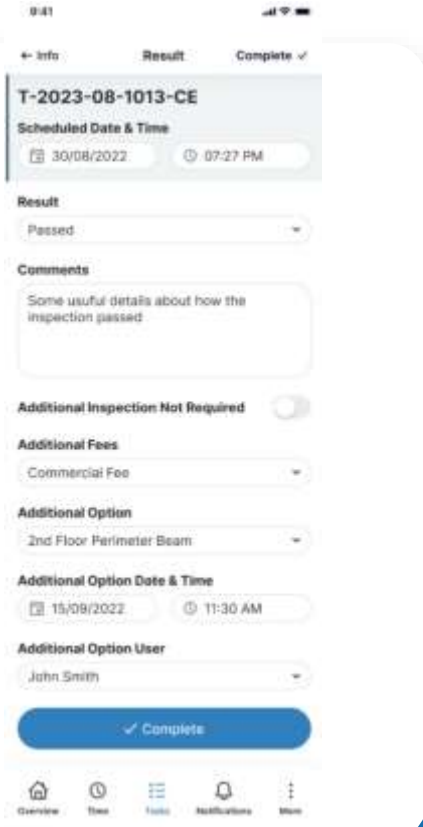
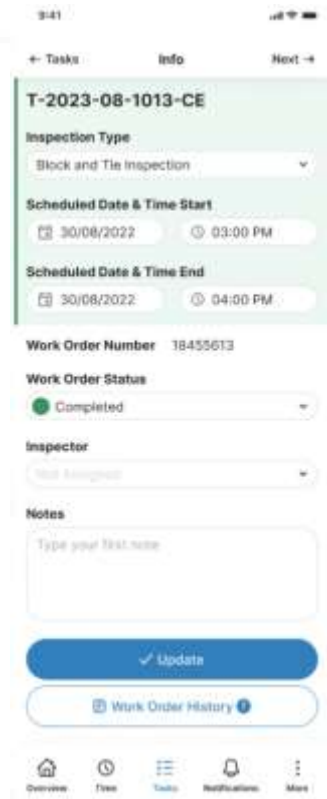
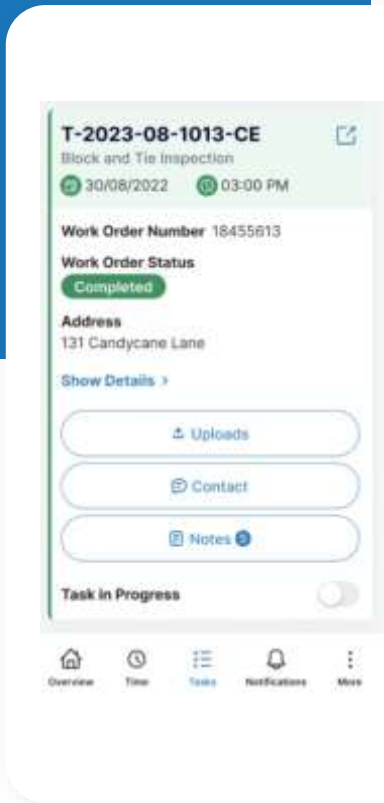
All Work Orders Appear

- Numbering Order
- Drag and Drop Reassign
- GPS Unit View
- Change Work Order Location
- View Work Order Details

WORK ORDER LIST' ROUTING FEATURE CONTINUED

- Directions Based on Order





Digital Plan Review

- Go green with our completely paperless plan review process to track all revisions.
- Allow multiple users and departments to review documents simultaneously.
- Drag and Drop code references and diagram schematics.



Digital Plan Review

The screenshot displays a software interface for digital plan review. The main window shows a floor plan with various annotations and a stamp. The stamp is a yellow box with the following text:

South Central Planning & Development Commission
Approved Plans
Per IRC Section R106.3.1
With Attached Exooptons

Plans Examiner: [Signature]

By Carl Dupre at 2:20 pm, Mar 02, 2011

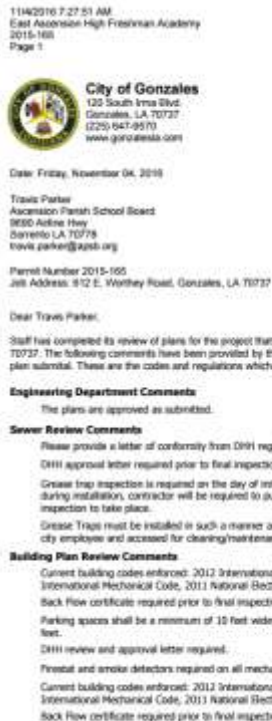
Handwritten notes on the left side of the plan include:

- 2567 Brady Road
- (905) 217-7953
- Lassy Naguin's Electrical
- Diastell Plumbing
- MP 2649
- Surgeon Russell

A red box with a red border and lines pointing to a window area contains the text: "windows must meet egress minimum standards." The software interface includes a menu bar with options like "New Stamps", "Dynamic", "Sign Here", "Standard Business", "Favorites", "Paste Clipboard Image as Stamp Tool", "Create Custom Stamp...", "Manage Stamps...", and "Show Stamps Palette". The left sidebar shows a grid of thumbnails for different plan sheets, numbered 3 through 24. The top toolbar includes icons for navigation, zoom (73.7%), and search.

Automated Comment Letters

- Automated Letter Generation.
- List of common comments to select from.
- Letters fully editable and e-mail ready.



Automatic Work Flow Resolution – Work Orders are automatically scheduled to the appropriate field staff when the case changes priority. Alerts residents and departments of changes in status and required information that could be holding up progress.

☐ **Required Miscellaneous Requirements & Inspections**

- ☐ Inspections
 - ☐ Permit Category
- ☐ Miscellaneous Requirements
 - ☐ Department Reviews
 - ☐ Miscellaneous
 - ☐ Timers
 - ☐ Volunteer Fire Department Reviews

➕ Complete Selected Requirements
Refresh Requirements

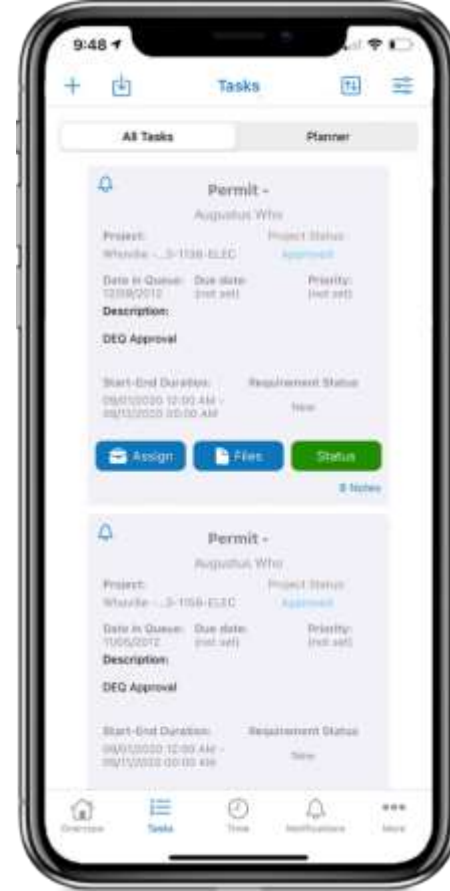
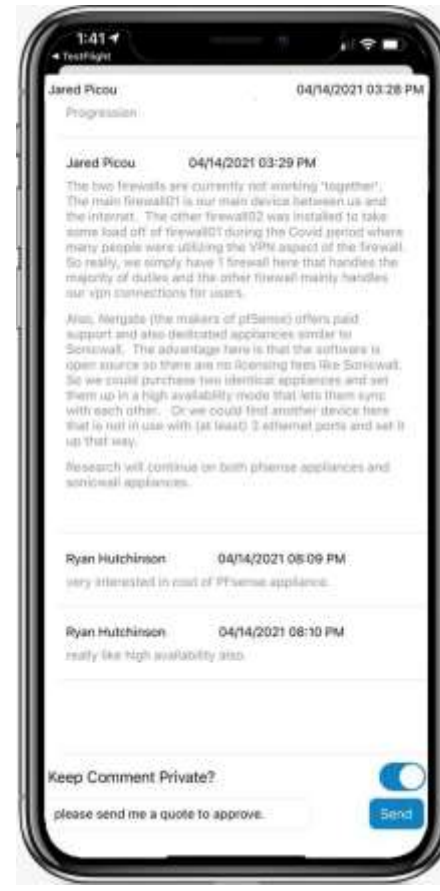
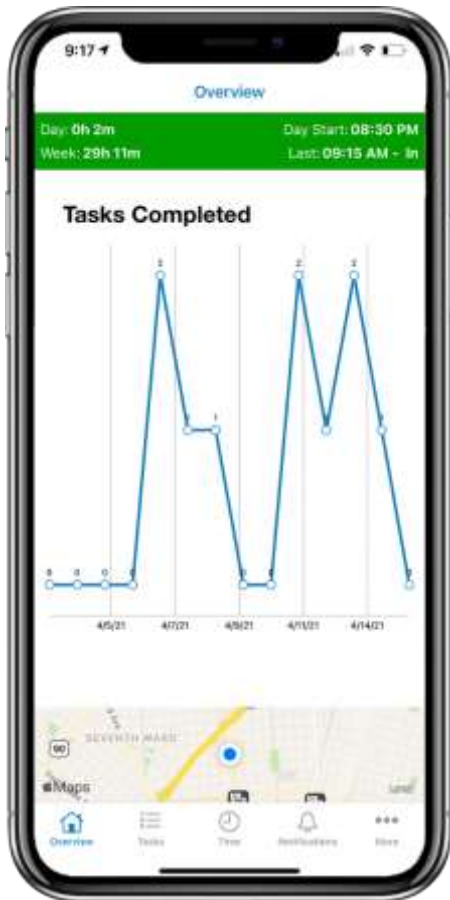
Add Priority

- ☐ Any Time
- ☐ Priority 1
 - ✔ Payment Recieved Un-Complete
- ☐ Priority 2
 - ✔ Issue Permit Un-Complete
- ☐ Priority 3 (Current Priority)
 - Final Electrical 📦
 - Gas Final 📦
- ☐ Priority 4
 - Close Project 📦 🌐

Save Priority

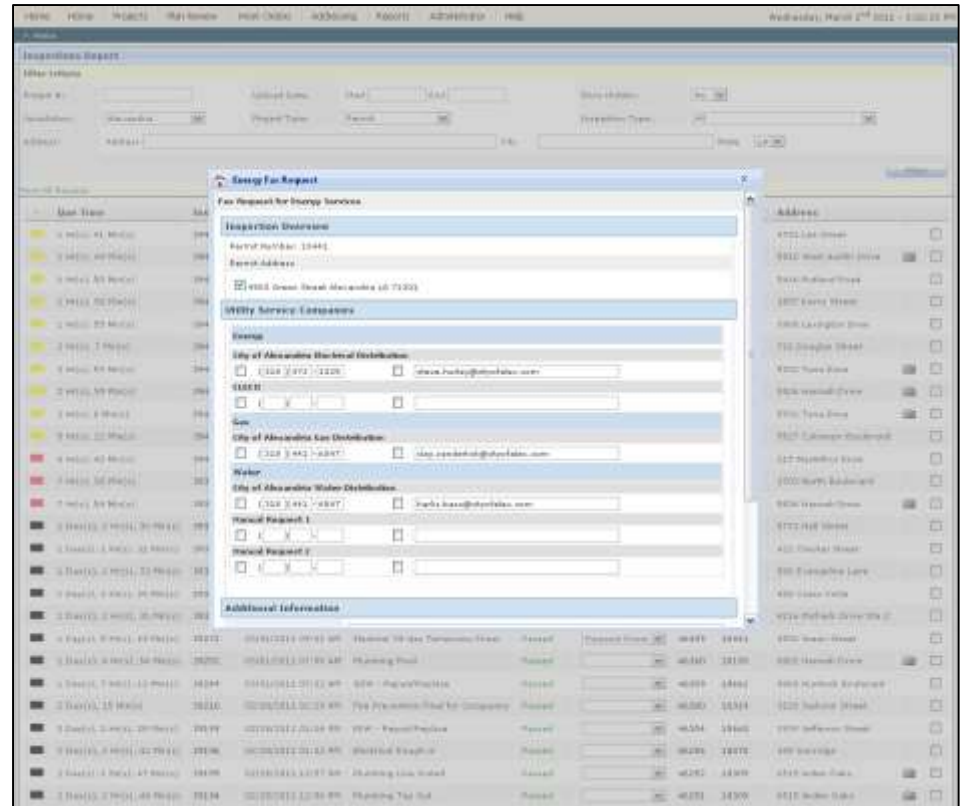
Save

MGO Tasks



Phone, Text and E-mail Alerts

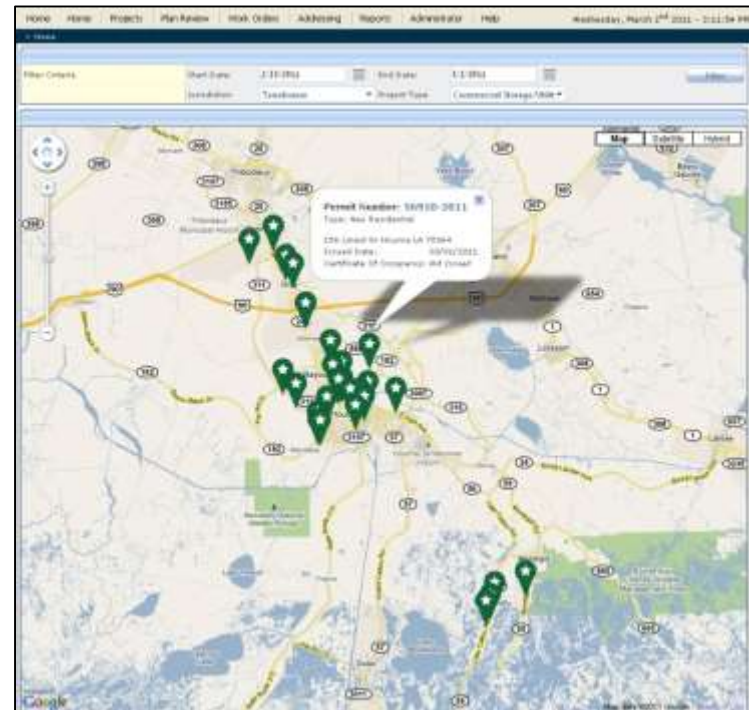
- Our system automatically calls phone numbers provided by the customer and reads their inspection results in a human voice.
- Configure automatic alerts and report delivery through e-mail, fax and text messaging.



Customized Reports

- Charts, Graphs, Spreadsheets and more!
- We create your custom reports at any time without any additional cost.
- Any Report, Any Time at NO Charge!

Permit Type	Amount	Received	Region	County Name
Permit Type ACH Draft	\$0.00	10/10/2011	Permitting	Yullo County
Permit Type Cook (Showing 9 of 11 items. Group columns on the left page)				
Permit Type Cook	\$40.00	03/10/2011	Permitting	San Diego
Permit Type Cook	\$40.00	03/10/2011	Permitting	San Diego
Permit Type Cook	\$40.00	03/10/2011	Permitting	San Diego
Permit Type Cook	\$10.00	03/10/2011	Engineering	Yullo County
Permit Type Cook	\$10.00	03/10/2011	Permitting	Yullo County
Permit Type Cook	\$5.00	03/10/2011	Permitting	Yullo County
Permit Type Cook	\$5.00	03/10/2011	Permitting	Yullo County
Permit Type Cook	\$5.00	03/10/2011	Permitting	Yullo County
Permit Type Cook	\$5.00	03/10/2011	Permitting	Yullo County
Permit Type Cook	\$5.00	03/10/2011	Permitting	Yullo County
Total	\$107.00			



Work Order Management

Drag & Drop

The screenshot displays the 'Work Order Management' web application interface. At the top, there is a navigation bar with the title 'Work Order Management', filters for 'Employee Groups' and a date range '05/09/2021-05/15/2021', and buttons for 'Bulk Actions' and 'View Calendar'. A user greeting 'Welcome, baronneda@lafourchegov.org' is visible on the right.

The main content area features a grid of work order cards for employees: Alfred (0), David (0), Wayne (0), Aaron (0), Dillon (10), Not (1), and Gary (0). Each card contains a green box with a download icon. A tooltip is visible over the Wayne card, showing details for an 'Initial Inspection' performed in the afternoon at 134 Sugar St, Mathews, LA. The notes mention 'Overgrown vegetation reported in Sugar St. road side ditch.' and the action is 'Report a Drainage Issue'.

Below the grid, there are detailed views for two work orders:

- 2021-25:** Reported Flooding and Standing Water. Morning Initial Inspection at 109 Dry Dock Rd, Bourg. Action: Report Flooding or Standing Water.
- 2021-24:** Drainage Issue Reported. Afternoon Approval Needed at 134 Sugar St, Mathews, LA. Action: Report a Drainage Issue. Notes: Overgrown vegetation confirmed, requesting approval to remove.

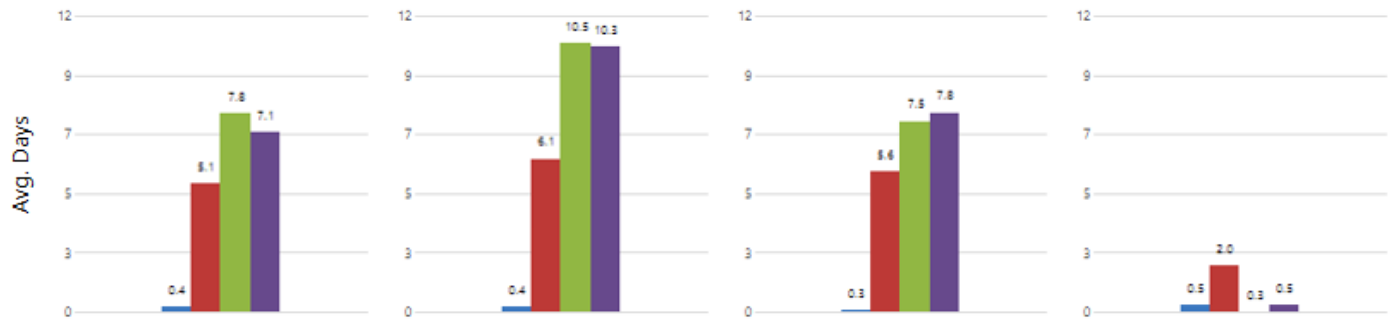
On the right side, there is a detailed view for work order **2021-20**: Drainage Issue Reported. Status: None. Action: Approval Needed at 44206 Conway St, Morgan City. Action: Report a Drainage Issue. Notes: Confirmed that downed tree is inhibiting drainage flow to pumping station 6. Requesting approval to remove the tree.

Reporting Capabilities

- The Plan Review Performance Report provides metrics for tracking submittal efficiency and performance.

Project Number	Permit Type	Project Address	Project Status	Plans Submittal	Date Application Received	Date Issued to Depts	Date Dept Completed	Date Customer Notified	Days to Issue to Depts	Days to Complete	Days to Notify Customer	Total Days in Plan Review
2019-722	General Sign - Commercial	1700 Sidney Baker St	Project Closed/Complete	Plans Submittal # 1	10/21/2019	10/21/2019	10/21/2019	10/21/2019	1	1	1	1
2019-538	New Single Family and Two Family Building	122 Glenn Ct N	Permit Issued	Plans Submittal # 1	9/4/2019	9/4/2019	9/17/2019	9/20/2019	1	10	4	13
2019-542	Swimming Pool - Residential	1000 Remochel Ave N	Permit Issued	Plans Submittal # 1	9/5/2019	9/5/2019	9/18/2019	9/19/2019	1	10	2	11
2019-542	Swimming Pool - Residential	1000 Remochel Ave N	Permit Issued	Plans Submittal # 2	10/14/2019	10/21/2019	10/24/2019	10/28/2019	6	4	3	11
2019-544	Residential Remodel	517 Florence St N	Pending (Under Review)	Plans Submittal # 1	9/5/2019	9/5/2019	9/18/2019	9/20/2019	1	10	3	12
2019-548	New Single Family and Two Family Building	120 McGinnis Ct N	Permit Issued	Plans Submittal # 1	9/5/2019	9/5/2019	9/17/2019	9/20/2019	1	9	4	12
2019-556	New Single Family and Two Family Building	2104 Toscana Way E	Permit Issued	Plans Submittal # 1	9/10/2019	9/10/2019	9/23/2019	9/24/2019	1	10	2	11
2019-558	Demolition - Other	408 W Main St N	Permit Issued	Plans Submittal # 1	9/9/2019	9/9/2019	9/12/2019	9/12/2019	1	4	1	4
2019-962	New Single Family and Two Family Building	1833 Lois St N	Permit Issued	Plans Submittal # 1	9/10/2019	9/10/2019	9/19/2019	9/20/2019	1	7	3	9
2019-568	New Single Family and Two Family Building	1839 Lois St N	Pending (Under Review)	Plans Submittal # 1	9/11/2019	9/11/2019	9/23/2019	9/24/2019	1	9	2	10
2019-960	Demolition - Other	410 Main Street	Permit Issued	Plans Submittal # 1	9/9/2019	9/9/2019	9/12/2019	9/12/2019	1	4	1	4
2019-578	Commercial New	620 Main St N	Permit Issued	Plans Submittal # 1	9/12/2019	9/12/2019	9/30/2019	9/30/2019	1	13	1	13

Plan Review Avg Days



	Oct 2019	Nov 2019	Dec 2019	Jan 2020
■ Average of Days to Dept	0.4	0.4	0.3	0.5
■ Average of Days Dept. Reviewed	5.1	6.1	5.6	2.0
■ Average of Days Customer Notified	7.8	10.5	7.5	0.3
■ Average of Total Time in System	7.1	10.3	7.8	0.5

FREE Support

- 1 866 95 PERMIT (3764)
- Unlimited Support for Constituents & Jurisdictions
- Our toll free support number is available for all jurisdictional staff and customer portal users.
- Our friendly, local support staff is eager to help you make the most of the software. No problem is too small to contact the support staff.



Zero Up-front Costs and Setup Fees

	Private Sector Software Typical Costs	MyGovernmentOnline (all modules)
Setup	\$250,000+	\$0.00
Maintenance	\$20,000+	\$0.00
Training	\$30,000+	\$0.00
Phone Support	\$90+ per Hour	\$0.00

** Graph values
*** Cost estimate

- One low, monthly fee covers all your needs even unlimited support.
- Monthly fee based on permit volume. Town of Loxahatchee Groves estimates annual total to be about 500 permits per year.
- Technology fee to cover software cost

Other Modules

PERMITS AND LICENSING

This module allows you to do anything you'd normally do in-person at your local permitting office. Apply for permits, pay online, request inspections, submit files, download inspection reports and approved plans, check permit status, download permit data, search for permits, and manage contractor and business licenses.

PLANNING AND ZONING

Similar functionality to permits module but with greater focus on subdivision and parcel tracking. Also, special focus on meeting dates and public announcements with powerful project management features.

SOLUTION CENTER (311 / Call Center / Code Enforcement) – Ability for the public to submit any issue to the jurisdiction through a website or mobile app. Service requests can be for any department with types such as public records requests, road repair, tall grass, highway damage, and abandoned vehicles. Additionally, each service request can be configured to route through the call center or directly to the department responsible for service.

PUBLIC WORKS

Custom modules for all divisions that allow for field inspections, asset tracking and many other customized features for things such as septic tracking, waste water, grease interceptors and more. Full Time, Materials and Labor cost tracking. Map based issue creation and reporting.

GPS AND ASSET TRACKING

Ability to track any asset on a map, GPS and RFID tracking, work orders on the asset.

FACILITIES

Ability to track different facilities, set automated service alerts, track work orders on maintenance and repair items.

FLEET MAINTENANCE

Service Request, Inventory Management, Automated Service Alerts and Billing. Integrated with GPS for automated odometer and engine hour alerts. Shows vehicle complete service history.

PROPERTY MANAGEMENT

Adjudicated Property Tracking, other special property tracking such as “Lot Next Door” or other types of special property programs.

GRANTS / COMMUNITY DEVELOPMENT

Track grant information and drawdowns along with all inspections. Popular to use for housing condemnation programs and CDBG.

GIS, financial, and other third-party software integration available.

To learn more about MGO you can schedule a demo with our Chief Technology Officer, Ryan Hutchinson. With a demo you will find out more about the unique benefits of our partnership program and how you can receive a better product at a lower cost than competing government software solutions. All pricing, technical, and implementation questions can be answered during one meeting. Contact us today by calling 866-957-3764 or by emailing partnership@mygovernmentonline.org to schedule your online presentation and demonstration.

MGDO

MY

GovernmentOnline

CREATED BY GOVERNMENT FOR GOVERNMENT

Jurisdiction Software Suite that includes: Permits & Licensing, Solution Center, Planning & Zoning, Public Works, Community Development, Grant & Loans, GPS, Financial and GIS Software Integration and more!



(Printed Brochures Available by Request)

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



AGENDA MEMO

TO: TOWN COUNCIL

FROM: VALERIE OAKES, CMC, TOWN CLERK

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

DATE: JANUARY 7, 2024

SUBJECT: LEGISLATIVE UPDATE FROM THE OFFICE OF CONGRESSWOMAN SHEILA CHERFILUS-MCCORMICK

Background

The Office of Congresswoman Sheila Cherfilus-McCormick is committed to keeping constituents informed about federal legislative efforts and appropriations processes that could have an impact on the Town of Loxahatchee Groves and Palm Beach County. This update will provide the Town Council with an overview of the legislative process, including key legislative initiatives, upcoming appropriations, and any critical bills affecting local governance, infrastructure, and community development.

In addition to addressing the legislative agenda, Congresswoman Cherfilus-McCormick's office will present a summary of the current federal funding opportunities, appropriations for local projects, and the process for securing federal funds through grants and earmarks. This update will aim to enhance the understanding of how the federal legislative and appropriations processes work, including the timeline for legislative action, the role of local governments in advocating for funding, and the opportunities available to the Town for future projects.

Recommendation:

No recommendations.

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



AGENDA MEMO

TO: TOWN COUNCIL

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

DATE: JANUARY 7, 2024

SUBJECT: UPDATE FROM LOBBYIST RONALD L. BOOK, P.A.

Background

Mr. Book will offer a status update on any active discussions regarding earmarks or appropriations specifically for the Town of Loxahatchee Groves and ongoing efforts to advocate for the Town's interests within the State Legislature. The update will offer valuable information regarding the legislative session schedule, the state appropriations process, and any relevant legislative priorities that the Town should monitor or engage with during the upcoming session.

Also provided for discussion purposes are the 2025 proposed legislative priorities for the Town of Loxahatchee Groves.

Recommendation:

It is recommended that the Council discusses input on legislative priorities.

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



PROPOSED 2025 LEGISLATIVE AGENDA

County-Level Priorities:

Support the Palm Beach County League of Cities Legislative Agenda, With Minor Exceptions:

The Town will generally align with the policy positions advanced by the Palm Beach County League of Cities. However, we reserve the right to make minor exceptions when unique local conditions warrant a differing stance. At this time, the Palm Beach County League of Cities' legislative priorities for the 2025 legislative session (state and federal) have not yet been made available to the public. However, communication with the League's leadership indicates that the majority of their legislative priorities will align with the Florida League of Cities' Legislative Platform for advocacy.

- **Oppose Widening and/or Extension of Okeechobee Boulevard:**

Continue collaborating with TPA and the Western Communities to maintain current roadway conditions and prevent the widening and expansion of Okeechobee Boulevard through our Town as well as any western extension beyond Seminole Pratt.

- **Palm Beach Transportation Planning Agency (TPA) Grants & Projects (Local-Level Priority):**

The Town supports and advances projects in partnership with the Palm Beach Transportation Planning Agency (TPA). Town staff has been in ongoing communication with TPA leadership and has scheduled a meeting to discuss these efforts further. These collaborative initiatives aim to secure funding and ensure successful project implementation, including:

- **Multi-Use Trail and Equestrian Crossings (A Road to F Road):** Develop a multi-use trail along Okeechobee Boulevard, incorporating pedestrian warning signals and horse-friendly crossings. This qualifies for the Federal Transportation Alternatives (TA) Program, enhancing safe, non-motorized travel.
- **Roundabout at Okeechobee Boulevard and B, D or F Road:** Construct a roundabout to improve traffic flow, reduce congestion, and enhance safety at a key intersection. This project has qualified in previous years for the Federal Local Initiatives (LI) Program.

- **Horse Arena Funding at Palm Beach County Loxahatchee Groves Park (Local-Level Priority):**

Support local or county-level appropriations and grants to develop or enhance a horse arena at Palm

Beach County Loxahatchee Groves Park. Such improvements honor the Town’s rural, equestrian heritage, attract visitors, and enrich the recreational landscape for residents.

State-Level Priorities:

- **Support the Florida League of Cities Legislative Agenda, With Minor Exceptions:**

The Town endorses the Florida League of Cities’ priorities to strengthen municipal governance, including the support of One Water policies aimed at enhancing integration between different water systems. The One Water concept values all water sources—fresh, brackish, ground, and stormwater—through a collaborative and integrated management approach. This approach benefits our community by providing resources for best management practices and funding sources to preserve and enhance the Town’s water resources.

While the Town generally supports these initiatives, we reserve the right to make minor exceptions to address specific local interests. One such exception involves the push for integrated sewer systems. The majority of properties within the Town of Loxahatchee Groves utilize septic systems, which are compatible with the Town’s rural character and environmental conditions. Integrated sewer systems are currently limited to businesses and properties along Southern Boulevard, and the Town does not support mandating residents to transition to integrated sewer systems at this time.

- **Rural Community Designation Extension:**

Seek legislative action to extend the Town’s rural designation period from the current two-year minimum to at least five years. This acknowledges the Town’s historically rural character, longstanding agricultural presence, and need to preserve its way of life. Such a designation will unlock additional federal and state resources for infrastructure improvements, economic development, and community projects that maintain the Town’s rural heritage. The Town’s drainage and roadway systems—originally built for horse-drawn carts—require modernization to safely serve heavier and more numerous vehicles, reinforcing the importance of maintaining rural protections and support.

- **FDOT-Funded Traffic Signal at C Road and Southern Boulevard:**

Advocate for legislation or appropriations directing the Florida Department of Transportation (FDOT) to fund and expedite a traffic signal at this intersection, improving safety, reducing congestion, and supporting economic vitality.

- **Land Acquisition for Water Quality, Storage, Filtration, and Resiliency:**

With recent changes in the State Legislature regarding stormwater quality, the Town wishes to advocate for state funding to acquire strategically located land parcels that enhance local water quality, boost water storage and filtration, support storm water retention, and increase aquifer recharge. This multi-use approach includes implementing vegetative wetlands throughout the Town. By creating hydraulically connected wetlands, the Town can improve water quality through best stormwater treatment practices, expand surface water capacity, bolster groundwater recharge, integrate equestrian trails, and enhance flood protection and resiliency.

- **Stormwater Management and Drainage Improvements (Year 3 of a 3-Year Funding Request):**

Advocate for state-level appropriations, policy support, and systematic upgrades to the Town's stormwater management infrastructure, including major canal junctions, pump stations, control structures, Town-owned culvert crossings, swales, catch basins, and roadway drainage systems. This third year of a three-year funding request seeks \$750,000 annually to address high-priority repairs on major local roads and over 200 identified locations requiring future improvements. Additionally, culverts and swales on primary north-south connector roads need critical upgrades. This shovel-ready project builds resiliency by ensuring effective drainage, reducing flood risks, maintaining road integrity, protecting property values, and enhancing general public safety and access, flood response, emergency operations, and storm preparedness. Specifically, these improvements:

- Maintain residential access and flood protection.
 - Protect municipal operations, assets, and the functionality of critical public infrastructure.
 - Providing a method of water retention for the northern section of town through the use of adjustable weirs and pumps to move water to the north and enhance the ground water retention in those areas.
 - Reduce flood-related safety hazards as well as the immediate costs of damages, injuries, repairs, and maintenance.
- **Canal System Rehabilitation Project:**
Advocate for appropriations to establish an annual canal rehabilitation program encompassing dredging, muck disposal, restoration and re-sloping and stabilizing of canal banks, surveying, and testing services. This initiative improves canal function, aesthetics, and resiliency; promotes native aquatic vegetation; reduces storm debris blockage; increases storage capacity; prevents flooding; and enhances public safety. Over time, it will serve as a comprehensive, long-term program ensuring the Town's water infrastructure remains viable and safe.
 - **Trail System Enhancements, Connectivity, and Safety Measures (County-Level and State-Level Priority):**
Advocate for county and state support, grants, and legislation to develop a fully integrated, accessible trail network for pedestrians, cyclists, and equestrians. Efforts include:
 - **Land Acquisition for Connectivity:** Acquire strategically located parcels and/or portions of parcels to connect trails from Wellington in the south to existing County trails in the north, fostering regional access and continuity.
 - **Infrastructure Upgrades:** Improve the base and condition of existing trails, install or upgrade fencing, and add signage and bollards for safety and clarity.
 - **North Road Multi-Use Trail Improvements:** Implement the shovel-ready North Road multi-use project to link public greenways and trails to the Palm Beach Pines Natural Area, ensuring safe passage for the Town's northern population and aligning with the Town's Comprehensive Plan to preserve and enhance its rural character.
 - **Safe Crossings and Access Points:** Establish safe crossings over Okeechobee Boulevard and secure greenspace areas for parking and easy entry into the trail system.

By pursuing these county-level, local-level, and state-level priorities, the Town of Loxahatchee Groves aims to secure essential funding, enact beneficial policies, and foster improvements that preserve its rural character, enhance public safety, protect the environment, and strengthen its sense of community.

2024 - 2025 IMPORTANT LEGISLATIVE DATES

December 2024

- **2-6:** Legislative Interim Committee Meetings (House of Representatives only)
- **5-6:** Florida League of Cities (FLC) Legislative Conference
Location: Hilton Orlando, 6001 Destination Parkway, Orlando, FL 32819
 - FLC Policy Committee Meetings: December 5 (Round 3)
- **9-13:** Legislative Interim Committee Meetings (Senate only)

January 2025

- **13-17:** Legislative Interim Committee Meetings
- **20-21:** The Mayor, Councilmembers, and designated staff will meet with legislators and the Town's Lobbyist at the State Capitol in Tallahassee.
- **21-24:** Legislative Interim Committee Meetings

February 2025

- **3-7:** Legislative Interim Committee Meetings
- **4-5:** FAST Fly-in – Washington, DC
- **10-14:** Legislative Interim Committee Meetings
- **17-21:** Legislative Interim Committee Meetings
- **20:** FLC Legislative Session Preview Webinar at 2:00 p.m. ET

March 2025

- **4:** Regular Legislative Session Convenes
- **4-5:** Palm Beach County Advocacy Days – The Mayor, Council members, and designated staff will meet with legislators and the Town's Lobbyist in Tallahassee.
- **10-12:** National League of Cities (NLC) Congressional City Conference – Washington, DC
- **24-26:** FLC Legislative Action Days – Tallahassee, FL

May 2025

- **2:** Last Day of Regular Legislative Session
- **15:** FLC Post-Legislative Session Review Webinar at 2:00 p.m. ET

Palm Beach County Legislative Delegation

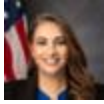
	Senator Berman, Lori	(D) 26	(850) 487-5026 Brenda Bryant, Evelyn DuPlecy (District Scheduler), Sophia Kabbej, Troy Gras	Suite 161 2300 High Ridge Road Boynton Beach 33426
	Senator Bernard, Mack	(D) 24	(850) 487-5024 Devonique Taylor, Parnel Auguste	
	Representative Caruso, Michael A. "Mike"	(R) 87	(850) 717-5087 Laura Hanley, Walter Buikus	Suite 301 120 South Olive Avenue West Palm Beach 33401-5532
	Representative Casello, Joe	(D) 90	(850) 717-5090 Brian Bees, Christi Fearnley	Suite E2-6 9804 South Military Trail Boynton Beach 33436-3231
	Representative Edmonds, Jervonte "Tae"	(D) 88	(850) 717-5088 Graham Wise, La'Tania Cruz	Suite 206 5725 Corporate Way West Palm Beach 33407-2035
	Representative Gerwig, Anne	(R) 93	(850) 717-5093 Kathy Adler, Reid Ragsdale	Suite 208 6685 Forest Hill Boulevard Greenacres 33413-3357
	Representative Gossett-Seidman, Peggy	(R) 91	(850) 717-5091 Diana Campos, Samuel Munar Campo	Suite 210-52 4400 North Federal Highway Boca Raton 33431-5187
	Senator Harrell, Gayle	(R) 31	(850) 487-5031 Ann Bolduc, Carrie Lira, Karen Sweeney (Capitol and District Scheduler)	Suite 203 215 SW Federal Highway Stuart 34994
	Senator Polsky, Tina Scott	(D) 30	(850) 487-5030 Robert Marriaga, Savannah Marshall, Shayna Cohen	Suite 135 5301 North Federal Highway Boca Raton 33487
	Representative Skidmore, Kelly	(D) 92	(850) 717-5092 Amy Chamberlain, Gwynne Gonzalez	Suite 200 7499 West Atlantic Avenue Delray Beach 33446-1394



Representative
Snyder, John

(R) 86 (850) 717-5086
Catherine Thomson, Sarah Craven (Capitol
Scheduler)

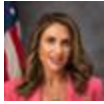
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4239 Southwest High
Meadow Avenue
Palm City 34990-3728



Representative
Tendrich, Debra

(D) 89 (850) 717-5089
Audrey Piedra, Joey Hyppolite

Suite 200
1850 Forest Hill
Boulevard
Lake Clarke Shores
33406-6060



Representative
Weinberger, Meg

(R) 94 (850) 717-5094
Alexis Salerno, Pedro Rodriguez

Suite 214
9200 Belvedere Road
Royal Palm Beach
33411-3628

Abbott, Shane (R-05)*Committees:*

- Judiciary Committee

Subcommittees:

- Economic Infrastructure Subcommittee, **Vice Chair**
- Criminal Justice Subcommittee
- Housing, Agriculture & Tourism Subcommittee
- Human Services Subcommittee
- State Administration Budget Subcommittee

Special Committees: n/a

Albert, Jon (R-48)*Committees:*

- Judiciary Committee

Subcommittees:

- Agriculture & Natural Resources Budget Subcommittee
- Civil Justice & Claims Subcommittee
- Education Administration Subcommittee
- Housing, Agriculture & Tourism Subcommittee

Special Committees:

- Joint Committee on Public Counsel Oversight
-

Alvarez, Daniel (R-69)*Committees:*

- Judiciary Committee

Subcommittees:

- Criminal Justice Subcommittee, **Chair**
- Insurance & Banking Subcommittee
- Justice Budget Subcommittee
- Transportation & Economic Development Budget Subcommittee

Special Committees:

- Security & Threat Assessment Committee, **Vice Chair**
-

Alvarez, Jose (D-46)*Committees:*

- Ways & Means Committee

Subcommittees:

- Agriculture & Natural Resources Budget Subcommittee
- Education Administration Subcommittee
- Government Operations Subcommittee
- Human Services Subcommittee

Special Committees:

- Joint Committee on Public Counsel Oversight
-

Anderson, Adam (R-57)*Committees:*

- Health & Human Services Committee
- Judiciary Committee

Subcommittees:

- Health Care Facilities & Systems Subcommittee, **Chair**
- Insurance & Banking Subcommittee, **Vice Chair**
- Health Care Budget Subcommittee
- Natural Resources & Disasters Subcommittee

Special Committees: n/a

Andrade, Alex (R-02)*Committees:*

- Budget Committee
- Health & Human Services Committee

Subcommittees:

- Health Care Budget Subcommittee, **Chair**
- Natural Resources & Disasters Subcommittee

Special Committees:

- Joint Legislative Budget Commission
-

Antone, Bruce (D-41)*Committees:*

- Judiciary Committee

Subcommittees:

- Civil Justice & Claims Subcommittee
- State Administration Budget Subcommittee
- Student Academic Success Subcommittee

Special Committees: n/a

Aristide, Wallace (D-107)*Committees:*

- Education & Employment Committee

Subcommittees:

- Education Administration Subcommittee
- Government Operations Subcommittee
- Health Professions & Programs Subcommittee
- Higher Education Budget Subcommittee

Special Committees:

- Joint Select Committee on Collective Bargaining
-

Baker, Jessica (R-17)*Committees:*

- Judiciary Committee

Subcommittees:

- Careers & Workforce Subcommittee
- Criminal Justice Subcommittee
- Health Professions & Programs Subcommittee
- Justice Budget Subcommittee

Special Committees: n/a

Bankson, Doug (R-39)*Committees:*

- Ways & Means Committee

Subcommittees:

- Student Academic Success Subcommittee, **Vice Chair**
- Careers & Workforce Subcommittee
- Criminal Justice Subcommittee
- State Administration Budget Subcommittee

Special Committees:

- Rules & Ethics Committee
-

Barnaby, Webster (R-29)*Committees:*

- Judiciary Committee, **Vice Chair**
- Ways & Means Committee

Subcommittees:

- Criminal Justice Subcommittee, **Vice Chair**
- Agriculture & Natural Resources Budget Subcommittee
- Health Care Facilities & Systems Subcommittee

Special Committees: n/a

Bartleman, Robin (D-103)*Committees:*

- Health & Human Services Committee
- Ways & Means Committee

Subcommittees:

- Agriculture & Natural Resources Budget Subcommittee
- Criminal Justice Subcommittee
- Health Care Facilities & Systems Subcommittee

Special Committees: n/a

Basabe, Fabian (R-106)*Committees:*

- State Affairs Committee

Subcommittees:

- Human Services Subcommittee, **Vice Chair**
- Education Administration Subcommittee
- Government Operations Subcommittee
- Information Technology Budget & Policy Subcommittee

Special Committees: n/a

Benarroch, Yvette (R-81)*Committees:*

- Commerce Committee

Subcommittees:

- Agriculture & Natural Resources Budget Subcommittee
- Industries & Professional Activities Subcommittee
- Natural Resources & Disasters Subcommittee
- Student Academic Success Subcommittee

Special Committees: n/a

Berfield, Kim (R-58)*Committees:*

- Education & Employment Committee, **Whip**

Subcommittees:

- Careers & Workforce Subcommittee
- Civil Justice & Claims Subcommittee
- Student Academic Success Subcommittee
- Transportation & Economic Development Budget Subcommittee

Special Committees: n/a

Black, Dean (R-15)*Committees:*

- Health & Human Services Committee

Subcommittees:

- Education Administration Subcommittee, **Vice Chair**
- Agriculture & Natural Resources Budget Subcommittee
- Health Professions & Programs Subcommittee
- Intergovernmental Affairs Subcommittee
- Natural Resources & Disasters Subcommittee

Special Committees: n/a

Blanco, Omar (R-115)*Committees:*

- Ways & Means Committee

Subcommittees:

- Civil Justice & Claims Subcommittee
- Higher Education Budget Subcommittee
- Information Technology Budget & Policy Subcommittee
- Student Academic Success Subcommittee

Special Committees: n/a

Booth, Erika (R-35)*Committees:*

- Commerce Committee

Subcommittees:

- Health Care Facilities & Systems Subcommittee
- Housing, Agriculture & Tourism Subcommittee
- Insurance & Banking Subcommittee
- PreK-12 Budget Subcommittee

Special Committees: n/a

Borrero, David (R-111)*Committees:*

- Judiciary Committee, **Whip**
- Commerce Committee

Subcommittees:

- Civil Justice & Claims Subcommittee
- Health Care Facilities & Systems Subcommittee
- Justice Budget Subcommittee

Special Committees:

- Rules & Ethics Committee, **Vice Chair**
-

Botana, Adam (R-80)*Committees:*

- State Affairs Committee
- Ways & Means Committee

Subcommittees:

- Natural Resources & Disasters Subcommittee, **Chair**
- Agriculture & Natural Resources Budget Subcommittee, **Vice Chair**
- Insurance & Banking Subcommittee

Special Committees: n/a

Brackett, Robert (R-34)*Committees:*

- Health & Human Services Committee, **Whip**

Subcommittees:

- Criminal Justice Subcommittee
- Health Care Facilities & Systems Subcommittee
- Health Professions & Programs Subcommittee
- PreK-12 Budget Subcommittee

Special Committees: n/a

Bracy Davis, LaVon (D-40)*Committees:*

- Judiciary Committee

Subcommittees:

- Education Administration Subcommittee
- Health Professions & Programs Subcommittee
- Higher Education Budget Subcommittee
- Information Technology Budget & Policy Subcommittee

Special Committees: n/a

Brannan, Chuck (R-10)*Committees:*

- Judiciary Committee, **Chair**
- Budget Committee
- Commerce Committee

Subcommittees: n/a

Special Committees:

- Security & Threat Assessment Committee
-

Buchanan, James (R-74)*Committees:*

- Commerce Committee, **Chair**
- Budget Committee

Subcommittees: n/a

Special Committees:

- Security & Threat Assessment Committee
-

Busatta, Demi (R-114)*Committees:*

- Budget Committee
- Health & Human Services Committee

Subcommittees:

- Higher Education Budget Subcommittee, **Chair**
- Industries & Professional Activities Subcommittee
- Information Technology Budget & Policy Subcommittee

Special Committees:

- Joint Legislative Budget Commission
-

Campbell, Daryl (D-99)*Committees:*

- Health & Human Services Committee

Subcommittees:

- Government Operations Subcommittee
- Health Care Facilities & Systems Subcommittee
- Higher Education Budget Subcommittee
- Intergovernmental Affairs Subcommittee

Special Committees: n/a**Canady, Jennifer (R-50)***Committees:*

- Education & Employment Committee, **Chair**
- Budget Committee

Subcommittees: n/a*Special Committees:*

- Rules & Ethics Committee
 - Security & Threat Assessment Committee
-

Caruso, Michael (R-87)*Committees:*

- Commerce Committee
- State Affairs Committee

Subcommittees:

- Economic Infrastructure Subcommittee, **Chair**
- Higher Education Budget Subcommittee, **Vice Chair**
- Insurance & Banking Subcommittee

Special Committees: n/a

Casello, Joseph (D-90)*Committees:*

- Budget Committee
- State Affairs Committee

Subcommittees:

- Health Care Facilities & Systems Subcommittee
- Housing, Agriculture & Tourism Subcommittee

Special Committees: n/a

Cassel, Hillary (D-101)*Committees:*

- Judiciary Committee

Subcommittees:

- Industries & Professional Activities Subcommittee
- Insurance & Banking Subcommittee
- State Administration Budget Subcommittee

Special Committees: n/a

Chamberlin, Ryan (R-24)*Committees:*

- Ways & Means Committee

Subcommittees:

- Economic Infrastructure Subcommittee
- Human Services Subcommittee
- Intergovernmental Affairs Subcommittee
- Justice Budget Subcommittee

Special Committees: n/a

Chambliss, Kevin (D-117)*Committees:*

- Budget Committee
- Commerce Committee

Subcommittees:

- Economic Infrastructure Subcommittee
- Insurance & Banking Subcommittee

Special Committees: n/a

Chaney, Linda (R-61)*Committees:*

- Health & Human Services Committee
- State Affairs Committee

Subcommittees:

- Government Operations Subcommittee, **Chair**
- State Administration Budget Subcommittee, **Vice Chair**
- Economic Infrastructure Subcommittee

Special Committees: n/a

Cobb, Nan (R-26)*Committees:*

- State Affairs Committee

Subcommittees:

- Careers & Workforce Subcommittee
- Health Care Facilities & Systems Subcommittee
- Intergovernmental Affairs Subcommittee
- Justice Budget Subcommittee

Special Committees:

- Joint Select Committee on Collective Bargaining
-

Conerly, Bill (R-72)*Committees:*

- Ways & Means Committee

Subcommittees:

- Economic Infrastructure Subcommittee
- Government Operations Subcommittee
- Natural Resources & Disasters Subcommittee
- Transportation & Economic Development Budget Subcommittee

Special Committees:

- Joint Administrative Procedures Committee
-

Cross, Lindsay (D-60)*Committees:*

- State Affairs Committee

Subcommittees:

- Housing, Agriculture & Tourism Subcommittee
- Information Technology Budget & Policy Subcommittee
- Natural Resources & Disasters Subcommittee
- Transportation & Economic Development Budget Subcommittee

Special Committees: n/a

Daley, Dan (D-96)*Committees:*

- Judiciary Committee

Subcommittees:

- Careers & Workforce Subcommittee
- Intergovernmental Affairs Subcommittee
- Transportation & Economic Development Budget Subcommittee

Special Committees:

- Security & Threat Assessment Committee
-

Daniels, Kimberly (D-14)*Committees:*

- Commerce Committee
- Education & Employment Committee

Subcommittees:

- Civil Justice & Claims Subcommittee
- Justice Budget Subcommittee
- PreK-12 Budget Subcommittee

Special Committees:

- Joint Legislative Auditing Committee
-

Driskell, Fentrice (D-67)**[Minority Leader]***Committees:*

- Budget Committee

Subcommittees: n/a*Special Committees:*

- Security & Threat Assessment Committee
-

Duggan, Wyman (R-12)[Speaker *pro tempore*]*Committees:*

- Ways & Means Committee, **Chair**
- Commerce Committee
- State Affairs Committee

Subcommittees: n/a*Special Committees:*

- Security & Threat Assessment Committee
-

Dunkley, Lisa (D-97)*Committees:*

- Education & Employment Committee

Subcommittees:

- Agriculture & Natural Resources Budget Subcommittee
- Insurance & Banking Subcommittee
- Intergovernmental Affairs Subcommittee
- Student Academic Success Subcommittee

Special Committees: n/a**Edmonds, Jervonte (D-88)***Committees:*

- Education & Employment Committee

Subcommittees:

- Economic Infrastructure Subcommittee
- Health Professions & Programs Subcommittee
- PreK-12 Budget Subcommittee

Special Committees: n/a

Eskamani, Anna (D-42)*Committees:*

- State Affairs Committee
- Ways & Means Committee

Subcommittees:

- Economic Infrastructure Subcommittee
- Human Services Subcommittee
- Industries & Professional Activities Subcommittee

Special Committees:

- Security & Threat Assessment Committee
-

Esposito, Tiffany (R-77)*Committees:*

- Budget Committee
- Commerce Committee

Subcommittees:

- Agriculture & Natural Resources Budget Subcommittee, **Chair**
- Health Professions & Programs Subcommittee
- Natural Resources & Disasters Subcommittee

Special Committees:

- Rules & Ethics Committee
-

Fabricio, Tom (R-110)*Committees:*

- Ways & Means Committee, **Vice Chair**
- Judiciary Committee

Subcommittees:

- Criminal Justice Subcommittee
- Natural Resources & Disasters Subcommittee
- State Administration Budget Subcommittee

Special Committees:

- Joint Select Committee on Collective Bargaining, **Alternating Chair**
- Rules & Ethics Committee

Franklin, Gallop (D-8)*Committees:*

- Commerce Committee

Subcommittees:

- Economic Infrastructure Subcommittee
- Health Care Facilities & Systems Subcommittee
- Higher Education Budget Subcommittee
- Housing, Agriculture & Tourism Subcommittee

Special Committees: n/a

Gantt, Ashley (D-109)*Committees:*

- State Affairs Committee

Subcommittees:

- Careers & Workforce Subcommittee
- Intergovernmental Affairs Subcommittee
- PreK-12 Budget Subcommittee

Special Committees: n/a

Garrison, Sam (R-11)*Committees:*

- Budget Committee

Subcommittees: n/a

Special Committees:

- Rules & Ethics Committee, **Chair**
-

Gentry, Richard (R-27)*Committees:*

- State Affairs Committee

Subcommittees:

- Government Operations Subcommittee
- Industries & Professional Activities Subcommittee
- Natural Resources & Disasters Subcommittee
- Transportation & Economic Development Budget Subcommittee

Special Committees:

- Joint Committee on Public Counsel Oversight
-

Gerwig, Anne (R-93)*Committees:*

- Education & Employment Committee

Subcommittees:

- Health Care Facilities & Systems Subcommittee
- Intergovernmental Affairs Subcommittee
- PreK-12 Budget Subcommittee
- Student Academic Success Subcommittee

Special Committees:

- Joint Committee on Public Counsel Oversight
-

Giallombardo, Mike (R-79)*Committees:*

- Commerce Committee
- State Affairs Committee

Subcommittees:

- Industries & Professional Activities Subcommittee, **Chair**
- Higher Education Budget Subcommittee
- Information Technology Budget & Policy Subcommittee

Special Committees:

- Security & Threat Assessment Committee
-

Gonzalez Pittman, Karen (R-65)*Committees:*

- State Affairs Committee

Subcommittees:

- Health Care Budget Subcommittee, **Vice Chair**
- Human Services Subcommittee
- Information Technology Budget & Policy Subcommittee
- Insurance & Banking Subcommittee

Special Committees: n/a

Gossett Seidman, Peggy (R-91)*Committees:*

- Commerce Committee

Subcommittees:

- Housing, Agriculture & Tourism Subcommittee, **Vice Chair**
- Education Administration Subcommittee
- Higher Education Budget Subcommittee
- Intergovernmental Affairs Subcommittee

Special Committees:

- Joint Legislative Auditing Committee
-

Gottlieb, Michael (D-102)*Committees:*

- Judiciary Committee

Subcommittees:

- Civil Justice & Claims Subcommittee
- Criminal Justice Subcommittee
- Justice Budget Subcommittee

Special Committees:

- Rules & Ethics Committee
- Security & Threat Assessment Committee

Greco, Sam (R-19)*Committees:*

- Health & Human Services Committee

Subcommittees:

- Criminal Justice Subcommittee
- Government Operations Subcommittee
- Human Services Subcommittee
- Transportation & Economic Development Budget Subcommittee

Special Committees:

- Joint Legislative Auditing Committee
-

Griffitts, Griff (R-06)*Committees:*

- State Affairs Committee

Subcommittees:

- Intergovernmental Affairs Subcommittee, **Vice Chair**
- Economic Infrastructure Subcommittee
- Government Operations Subcommittee
- Transportation & Economic Development Budget Subcommittee

Special Committees:

- Joint Committee on Public Counsel Oversight
-

Grow, JJ (R-23)*Committees:*

- Health & Human Services Committee

Subcommittees:

- Criminal Justice Subcommittee
- Health Professions & Programs Subcommittee
- Information Technology Budget & Policy Subcommittee
- State Administration Budget Subcommittee

Special Committees: n/a

Harris, Jennifer (D-44)*Committees:*

- Education & Employment Committee

Subcommittees:

- Human Services Subcommittee
- Intergovernmental Affairs Subcommittee
- State Administration Budget Subcommittee

Special Committees:

- Joint Select Committee on Collective Bargaining
-

Hart, Dianne (D-63)*Committees:*

- Health & Human Services Committee
- Ways & Means Committee

Subcommittees:

- Criminal Justice Subcommittee
- Insurance & Banking Subcommittee
- Transportation & Economic Development Budget Subcommittee

Special Committees:

- Rules & Ethics Committee
-

Hinson, Yvonne (D-21)*Committees:*

- Education & Employment Committee

Subcommittees:

- Agriculture & Natural Resources Budget Subcommittee
- Industries & Professional Activities Subcommittee
- Student Academic Success Subcommittee

Special Committees:

- Joint Legislative Auditing Committee
-

Holcomb, Jeff (R-53)*Committees:*

- State Affairs Committee

Subcommittees:

- Government Operations Subcommittee, **Vice Chair**
- Education Administration Subcommittee
- Higher Education Budget Subcommittee
- Intergovernmental Affairs Subcommittee

Special Committees:

- Security & Threat Assessment Committee
-

Hunschofsky, Christine (D-95)*Committees:*

- Budget Committee
- Commerce Committee

Subcommittees:

- Health Professions & Programs Subcommittee
- Housing, Agriculture & Tourism Subcommittee

Special Committees:

- Rules & Ethics Committee
-

Jacques, Berny (R-59)*Committees:*

- Education & Employment Committee

Subcommittees:

- Careers & Workforce Subcommittee, **Chair**
- Criminal Justice Subcommittee
- Insurance & Banking Subcommittee
- Justice Budget Subcommittee

Special Committees:

- Security & Threat Assessment Committee
-

Johnson, Chad (R-22)*Committees:*

- Health & Human Services Committee

Subcommittees:

- Careers & Workforce Subcommittee
- Human Services Subcommittee
- Intergovernmental Affairs Subcommittee
- Justice Budget Subcommittee

Special Committees:

- Joint Administrative Procedures Committee
-

Joseph, Dotie (D-108)*Committees:*

- Health & Human Services Committee
- State Affairs Committee

Subcommittees:

- Civil Justice & Claims Subcommittee
- Government Operations Subcommittee
- Health Care Facilities & Systems Subcommittee

Special Committees: n/a

Kendall, Kim (R-18)*Committees:*

- Education & Employment Committee

Subcommittees:

- Careers & Workforce Subcommittee
- Civil Justice & Claims Subcommittee
- Higher Education Budget Subcommittee
- Intergovernmental Affairs Subcommittee

Special Committees:

- Joint Administrative Procedures Committee
-

Kincart Jonsson, Jennifer (R-49)*Committees:*

- Health & Human Services Committee

Subcommittees:

- Careers & Workforce Subcommittee
- Health Care Budget Subcommittee
- Health Care Facilities & Systems Subcommittee
- Insurance & Banking Subcommittee

Special Committees: n/a

Koster, Traci (R-66)*Committees:*

- Budget Committee
- Judiciary Committee

Subcommittees:

- Civil Justice & Claims Subcommittee, **Chair**
- Justice Budget Subcommittee, **Vice Chair**
- Careers & Workforce Subcommittee

Special Committees: n/a

LaMarca, Chip (R-100)*Committees:*

- State Affairs Committee
- Ways & Means Committee

Subcommittees:

- Economic Infrastructure Subcommittee
- Intergovernmental Affairs Subcommittee
- Transportation & Economic Development Budget Subcommittee

Special Committees:

- Joint Legislative Auditing Committee, **Alternating Chair**
-

Lopez, Johanna (D-43)*Committees:*

- Judiciary Committee

Subcommittees:

- Criminal Justice Subcommittee
- Information Technology Budget & Policy Subcommittee
- PreK-12 Budget Subcommittee
- Student Academic Success Subcommittee

Special Committees: n/a

Lopez, Vicki (R-113)*Committees:*

- Budget Committee

Subcommittees:

- State Administration Budget Subcommittee, **Chair**
- Civil Justice & Claims Subcommittee
- Housing, Agriculture & Tourism Subcommittee
- Industries & Professional Activities Subcommittee
- Information Technology Budget & Policy Subcommittee

Special Committees: n/a

Maggard, Randy (R-54) [Deputy Majority Leader]*Committees:*

- State Affairs Committee, **Whip**
- Commerce Committee

Subcommittees:

- Health Professions & Programs Subcommittee
- Natural Resources & Disasters Subcommittee
- Transportation & Economic Development Budget Subcommittee

Special Committees: n/a

Maney, Patt (R-04)*Committees:*

- Budget Committee
- Judiciary Committee

Subcommittees:

- Justice Budget Subcommittee, **Chair**
- Careers & Workforce Subcommittee
- Human Services Subcommittee

Special Committees:

- Security & Threat Assessment Committee
-

Mayfield, Debbie (R-32)*Committees:*

- State Affairs Committee

Subcommittees:

- Agriculture & Natural Resources Budget Subcommittee
- Education Administration Subcommittee
- Industries & Professional Activities Subcommittee
- Natural Resources & Disasters Subcommittee

Special Committees: n/a

McClure, Lawrence (R-68)*Committees:*

- Budget Committee, **Chair**

Subcommittees: n/a*Special Committees:*

- Joint Legislative Budget Commission, **Alternating Chair**
-

McFarland, Fiona (R-73)*Committees:*

- Education & Employment Committee
- Ways & Means Committee

Subcommittees:

- Student Academic Success Subcommittee, **Chair**
- Industries & Professional Activities Subcommittee
- Information Technology Budget & Policy Subcommittee
- PreK-12 Budget Subcommittee

Special Committees:

- Security & Threat Assessment Committee
-

Melo, Lauren (R-82)*Committees:*

- Budget Committee
- Health & Human Services Committee

Subcommittees:

- Human Services Subcommittee, **Chair**
- Careers & Workforce Subcommittee
- Health Care Budget Subcommittee

Special Committees: n/a

Michael, Kiyan (R-16)*Committees:*

- Education & Employment Committee

Subcommittees:

- Health Care Facilities & Systems Subcommittee, **Vice Chair**
- Intergovernmental Affairs Subcommittee
- PreK-12 Budget Subcommittee
- Student Academic Success Subcommittee

Special Committees:

- Security & Threat Assessment Committee
-

Miller, Monique (R-33)*Committees:*

- Ways & Means Committee

Subcommittees:

- Human Services Subcommittee
- Information Technology Budget & Policy Subcommittee
- Insurance & Banking Subcommittee
- State Administration Budget Subcommittee

Special Committees:

- Joint Select Committee on Collective Bargaining
-

Mooney, Jim (R-120)*Committees:*

- State Affairs Committee, **Vice Chair**
- Budget Committee

Subcommittees:

- Natural Resources & Disasters Subcommittee, **Vice Chair**
- Agriculture & Natural Resources Budget Subcommittee
- Education Administration Subcommittee
- Housing, Agriculture & Tourism Subcommittee

Special Committees: n/a

Nix, Danny (R-75)*Committees:*

- Education & Employment Committee

Subcommittees:

- Civil Justice & Claims Subcommittee
- Education Administration Subcommittee
- Government Operations Subcommittee
- PreK-12 Budget Subcommittee

Special Committees:

- Joint Select Committee on Collective Bargaining
-

Nixon, Angie (D-13)*Committees:*

- State Affairs Committee

Subcommittees:

- Education Administration Subcommittee
- Industries & Professional Activities Subcommittee
- Information Technology Budget & Policy Subcommittee

Special Committees: n/a

Oliver, Vanessa (R-76)*Committees:*

- Commerce Committee

Subcommittees:

- Civil Justice & Claims Subcommittee
- Industries & Professional Activities Subcommittee
- Student Academic Success Subcommittee
- Transportation & Economic Development Budget Subcommittee

Special Committees: n/a

Overdorf, Toby (R-85)*Committees:*

- Budget Committee
- Health & Human Services Committee

Subcommittees:

- Health Professions & Programs Subcommittee
- Industries & Professional Activities Subcommittee
- PreK-12 Budget Subcommittee

Special Committees:

- Joint Administrative Procedures Committee, **Alternating Chair**
 - Security & Threat Assessment Committee
-

Owen, Michael (R-70)*Committees:*

- Judiciary Committee

Subcommittees:

- Civil Justice & Claims Subcommittee
- Human Services Subcommittee
- State Administration Budget Subcommittee
- Student Academic Success Subcommittee

Special Committees: n/a

Partington, Bill (R-28)*Committees:*

- Ways & Means Committee

Subcommittees:

- Criminal Justice Subcommittee
- Housing, Agriculture & Tourism Subcommittee
- Human Services Subcommittee
- State Administration Budget Subcommittee

Special Committees:

- Joint Select Committee on Collective Bargaining
-

Perez, Daniel (R-116)

[Speaker of the House]

Persons Mulicka, Jenna (R-78)*Committees:*

- Budget Committee
- Education & Employment Committee

Subcommittees:

- PreK-12 Budget Subcommittee, **Chair**
- Economic Infrastructure Subcommittee
- Housing, Agriculture & Tourism Subcommittee

Special Committees: n/a

Plakon, Rachel (R-36)*Committees:*

- Judiciary Committee

Subcommittees:

- Careers & Workforce Subcommittee, **Vice Chair**
- Criminal Justice Subcommittee
- Human Services Subcommittee
- State Administration Budget Subcommittee

Special Committees:

- Joint Legislative Auditing Committee
-

Plasencia, Susan (R-37)*Committees:*

- Health & Human Services Committee, **Vice Chair**

Subcommittees:

- Civil Justice & Claims Subcommittee, **Vice Chair**
- Agriculture & Natural Resources Budget Subcommittee
- Government Operations Subcommittee
- Human Services Subcommittee

Special Committees:

- Rules & Ethics Committee
-

Porras, Juan (R-119)*Committees:*

- Commerce Committee, **Vice Chair**
- Judiciary Committee

Subcommittees:

- Industries & Professional Activities Subcommittee, **Vice Chair**
- Education Administration Subcommittee
- Health Professions & Programs Subcommittee
- Justice Budget Subcommittee

Special Committees: n/a

Rayner, Michele (D-62)*Committees:*

- Budget Committee
- Commerce Committee

Subcommittees:

- Civil Justice & Claims Subcommittee
- Justice Budget Subcommittee
- Natural Resources & Disasters Subcommittee

Special Committees: n/a

Redondo, Mike (R-118)*Committees:*

- Health & Human Services Committee

Subcommittees:

- Economic Infrastructure Subcommittee
- Health Care Budget Subcommittee
- Health Professions & Programs Subcommittee
- Housing, Agriculture & Tourism Subcommittee

Special Committees: n/a

Rizo, Alex (R-112)*Committees:*

- State Affairs Committee
- Ways & Means Committee

Subcommittees:

- Intergovernmental Affairs Subcommittee, **Chair**
- Health Professions & Programs Subcommittee
- Higher Education Budget Subcommittee
- Student Academic Success Subcommittee

Special Committees: n/a

Robinson, Felicia (D-104)*Committees:*

- Budget Committee
- Commerce Committee

Subcommittees:

- Housing, Agriculture & Tourism Subcommittee
- Human Services Subcommittee
- State Administration Budget Subcommittee

Special Committees:

- Security & Threat Assessment Committee
-

Robinson, Will (R-71)*Committees:*

- State Affairs Committee, **Chair**
- Budget Committee
- Health & Human Services Committee

Subcommittees: n/a

Special Committees: n/a

Rosenwald, Mitch (D-98)*Committees:*

- Health & Human Services Committee

Subcommittees:

- Careers & Workforce Subcommittee
- Government Operations Subcommittee
- Health Care Budget Subcommittee
- Health Professions & Programs Subcommittee

Special Committees:

- Joint Committee on Public Counsel Oversight
-

Rudman, Joel (R-03)*Committees:*

- Judiciary Committee

Subcommittees:

- Insurance & Banking Subcommittee
- Health Care Budget Subcommittee
- Health Care Facilities & Systems Subcommittee
- Housing, Agriculture & Tourism Subcommittee
- Information Technology Budget & Policy Subcommittee

Special Committees: n/a

Salzman, Michelle (R-01)*Committees:*

- Commerce Committee
- Judiciary Committee

Subcommittees:

- Housing, Agriculture & Tourism Subcommittee, **Chair**
- Agriculture & Natural Resources Budget Subcommittee
- Health Professions & Programs Subcommittee

Special Committees:

- Rules & Ethics Committee
-

Sapp, Judson (R-20)*Committees:*

- Education & Employment Committee

Subcommittees:

- Education Administration Subcommittee
- Government Operations Subcommittee
- Higher Education Budget Subcommittee
- Industries & Professional Activities Subcommittee

Special Committees: n/a

Shoaf, Jason (R-07)*Committees:*

- Budget Committee
- Commerce Committee

Subcommittees:

- Transportation & Economic Development Budget Subcommittee, **Chair**
- Economic Infrastructure Subcommittee
- Natural Resources & Disasters Subcommittee

Special Committees:

- Joint Legislative Budget Commission
- Security & Threat Assessment Committee

Sirois, Tyler (R-31)**[Majority Leader]***Committees:*

- Budget Committee
- Commerce Committee

Subcommittees: n/a*Special Committees:*

- Security & Threat Assessment Committee, **Chair**
- Rules & Ethics Committee

Skidmore, Kelly (D-92)*Committees:*

- Ways & Means Committee

Subcommittees:

- Criminal Justice Subcommittee
- Economic Infrastructure Subcommittee
- Justice Budget Subcommittee
- Natural Resources & Disasters Subcommittee

Special Committees: n/a

Smith, David (R-38)*Committees:*

- Commerce Committee
- Ways & Means Committee

Subcommittees:

- Economic Infrastructure Subcommittee
- Higher Education Budget Subcommittee
- Justice Budget Subcommittee

Special Committees:

- Joint Committee on Public Counsel Oversight, **Alternating Chair**
 - Rules & Ethics Committee
-

Snyder, John (R-86)*Committees:*

- Budget Committee
- State Affairs Committee

Subcommittees:

- Information Technology Budget & Policy Subcommittee, **Chair**
- Health Care Facilities & Systems Subcommittee
- PreK-12 Budget Subcommittee

Special Committees:

- Security & Threat Assessment Committee
 - Joint Legislative Budget Commission
-

Spencer, Leonard (D-45)*Committees:*

- Commerce Committee

Subcommittees:

- Careers & Workforce Subcommittee
- Human Services Subcommittee
- Industries & Professional Activities Subcommittee
- Transportation & Economic Development Budget Subcommittee

Special Committees:

- Joint Administrative Procedures Committee
-

Stark, Paula (R-47)*Committees:*

- Education & Employment Committee

Subcommittees:

- Transportation & Economic Development Budget Subcommittee, **Vice Chair**
- Careers & Workforce Subcommittee
- Civil Justice & Claims Subcommittee
- Government Operations Subcommittee

Special Committees: n/a

Steele, Kevin (R-55)*Committees:*

- Health & Human Services Committee

Subcommittees:

- Information Technology Budget & Policy Subcommittee, **Vice Chair**
- Health Care Budget Subcommittee
- Health Care Facilities & Systems Subcommittee
- Insurance & Banking Subcommittee
- Student Academic Success Subcommittee

Special Committees: n/a

Tant, Allison (D-09)*Committees:*

- Budget Committee
- Health & Human Services Committee

Subcommittees:

- Careers & Workforce Subcommittee
- Health Care Budget Subcommittee
- Natural Resources & Disasters Subcommittee

Special Committees:

- Joint Legislative Budget Commission
 - Rules & Ethics Committee
-

Temple, John (R-52)*Committees:*

- Education & Employment Committee

Subcommittees:

- Health Professions & Programs Subcommittee, **Vice Chair**
- Higher Education Budget Subcommittee
- Information Technology Budget & Policy Subcommittee
- Intergovernmental Affairs Subcommittee
- Student Academic Success Subcommittee

Special Committees:

- Rules & Ethics Committee
-

Tendrich, Debra (D-89)*Committees:*

- State Affairs Committee

Subcommittees:

- Health Care Budget Subcommittee
- Information Technology Budget & Policy Subcommittee
- Natural Resources & Disasters Subcommittee
- Student Academic Success Subcommittee

Special Committees:

- Joint Administrative Procedures Committee
-

Tomkow, Josie (R-51)*Committees:*

- Health & Human Services Committee, **Chair**
- Budget Committee

Subcommittees: n/a

Special Committees: n/a

Trabulsy, Dana (R-84)*Committees:*

- Education & Employment Committee
- Health & Human Services Committee

Subcommittees:

- Education Administration Subcommittee, **Chair**
- PreK 12 Budget Subcommittee, **Vice Chair**
- Health Care Budget Subcommittee

Special Committees:

- Rules & Ethics Committee
-

Tramont, Chase (R-30)*Committees:*

- Commerce Committee, **Whip**

Subcommittees:

- Economic Infrastructure Subcommittee
- Health Care Budget Subcommittee
- Health Care Facilities & Systems Subcommittee
- Housing, Agriculture & Tourism Subcommittee

Special Committees:

- Rules & Ethics Committee
-

Tuck, Kaylee (R-83)**[Deputy Majority Leader]***Committees:*

- Budget Committee
- Health & Human Services Committee

Subcommittees:

- Health Professions & Programs Subcommittee, **Chair**
- Health Care Budget Subcommittee
- Housing, Agriculture & Tourism Subcommittee

Special Committees: n/a

Valdés, Susan (R-64)*Committees:*

- Budget Committee, **Vice Chair**
- Education & Employment Committee

Subcommittees:

- Government Operations Subcommittee
- Education Administration Subcommittee
- Industries & Professional Activities Subcommittee
- Insurance & Banking Subcommittee

Special Committees: n/a

Weinberger, Meg (R-94)*Committees:*

- State Affairs Committee

Subcommittees:

- Agriculture & Natural Resources Budget Subcommittee
- Civil Justice & Claims Subcommittee
- Education Administration Subcommittee
- Government Operations Subcommittee

Special Committees:

- Joint Administrative Procedures Committee
-

Woodson, Marie (D-105)*Committees:*

- Budget Committee
- Health & Human Services Committee

Subcommittees:

- Education Administration Subcommittee
- Health Care Budget Subcommittee
- Insurance & Banking Subcommittee

Special Committees:

- Joint Legislative Budget Commission
 - Rules & Ethics Committee
-

Yarkosky, Taylor (R-25)*Committees:*

- Education & Employment Committee, **Vice Chair**

Subcommittees:

- Criminal Justice Subcommittee
- Economic Infrastructure Subcommittee
- State Administration Budget Subcommittee
- Student Academic Success Subcommittee

Special Committees:

- Joint Legislative Auditing Committee
-

Yeager, Brad (R-56)*Committees:*

- Commerce Committee
- Education & Employment Committee

Subcommittees:

- Insurance & Banking Subcommittee, **Chair**
- Industries & Professional Activities Subcommittee
- PreK-12 Budget Subcommittee

Special Committees: n/a

*(Budget Committee Group)***Budget Committee****Chair:** Lawrence McClure**Vice Chair:** Susan Valdés**Republicans:**

- Alex Andrade
- Chuck Brannan
- James Buchanan
- Demi Busatta
- Jennifer Canady
- Tiffany Esposito
- Sam Garrison
- Traci Koster
- Vicki Lopez
- Patt Maney
- Lauren Melo
- Jim Mooney
- Toby Overdorf
- Jenna Persons Mulicka
- Will Robinson
- Jason Shoaf
- Tyler Sirois
- John Snyder
- Josie Tomkow
- Kaylee Tuck

Democrats:

- Joseph Casello
- Kevin Chambliss
- Fentrice Driskell
- Christine Hunschofsky
- Michele Rayner
- Felicia Robinson
- Allison Tant
- Marie Woodson

Agriculture & Natural Resources Budget Subcommittee

Chair: Tiffany Esposito
Vice Chair: Adam Botana

Republicans:

- Jon Albert
- Webster Barnaby
- Yvette Benarroch
- Dean Black
- Debbie Mayfield
- Jim Mooney
- Susan Plasencia
- Michelle Salzman
- Meg Weinberger

Democrats:

- Jose Alvarez
- Robin Bartleman
- Lisa Dunkley
- Yvonne Hinson

Health Care Budget Subcommittee

Chair: Alex Andrade
Vice Chair: Karen Gonzalez Pittman

Republicans:

- Adam Anderson
- Jennifer Kincart Jonsson
- Lauren Melo
- Mike Redondo
- Joel Rudman
- Kevin Steele
- Dana Trablusy
- Chase Tramont
- Kaylee Tuck

Democrats:

- Mitch Rosenwald
- Allison Tant
- Debra Tendrich
- Marie Woodson

COMMITTEE ASSIGNMENTS BY COMMITTEE (12/17/24)

Higher Education Budget Subcommittee

Chair: Demi Busatta
Vice Chair: Michael Caruso

Republicans:

- Omar Blanco
- Mike Giallombardo
- Peggy Gossett Seidman
- Jeff Holcomb
- Kim Kendall
- Alex Rizo
- Judson Sapp
- David Smith
- John Temple

Democrats:

- Wallace Aristide
- LaVon Bracy Davis
- Daryl Campbell
- Gallop Franklin

Information Technology Budget & Policy Subcommittee

Chair: John Snyder
Vice Chair: Kevin Steele

Republicans:

- Fabian Basabe
- Omar Blanco
- Demi Busatta
- Mike Giallombardo
- Karen Gonzalez Pittman
- JJ Grow
- Vicki Lopez
- Fiona McFarland
- Monique Miller
- Joel Rudman
- John Temple

Democrats:

- LaVon Bracy Davis
- Lindsay Cross
- Johanna Lopez
- Angie Nixon
- Debra Tendrich

Justice Budget Subcommittee

Chair: Patt Maney
Vice Chair: Traci Koster

Republicans:

- Daniel Alvarez
- Jessica Baker
- David Borrero
- Ryan Chamberlin
- Nan Cobb
- Berny Jacques
- Chad Johnson
- Juan Porras
- David Smith

Democrats:

- Kimberly Daniels
- Michael Gottlieb
- Michele Rayner
- Kelly Skidmore

PreK 12 Budget Subcommittee

Chair: Jenna Persons Mulicka
Vice Chair: Dana Trabulsy

Republicans:

- Erika Booth
- Robert Brackett
- Anne Gerwig
- Fiona McFarland
- Kiyon Michael
- Danny Nix
- Toby Overdorf
- John Snyder
- Brad Yeager

Democrats:

- Kimberly Daniels
- Jervonte Edmonds
- Ashley Gantt
- Johanna Lopez

State Administration Budget Subcommittee

Chair: Vicki Lopez
Vice Chair: Linda Chaney

Republicans:

- Shane Abbott
- Doug Bankson
- Tom Fabricio
- JJ Grow
- Monique Miller
- Michael Owen
- Bill Partington
- Rachel Plakon
- Taylor Yarkosky

Democrats:

- Bruce Antone
- Hillary Cassel
- Jennifer Harris
- Felicia Robinson

Transportation & Economic Development Budget Subcommittee

Chair: Jason Shoaf
Vice Chair: Paula Stark

Republicans:

- Daniel Alvarez
- Kim Berfield
- Bill Conerly
- Richard Gentry
- Sam Greco
- Griff Griffiths
- Chip LaMarca
- Randy Maggard
- Vanessa Oliver

Democrats:

- Lindsay Cross
- Dan Daley
- Dianne Hart
- Leonard Spencer

*(Commerce Committee Group)***Commerce Committee**

Chair: James Buchanan

Vice Chair: Juan Porras

Whip: Chase Tramont

Republicans:

- Yvette Benarroch
- Erika Booth
- David Borrero
- Chuck Brannan
- Michael Caruso
- Wyman Duggan
- Tiffany Esposito
- Mike Giallombardo
- Peggy Gossett Seidman
- Randy Maggard
- Vanessa Oliver
- Michelle Salzman
- Jason Shoaf
- Tyler Sirois
- David Smith
- Brad Yeager

Democrats:

- Kevin Chambliss
- Kimberly Daniels
- Gallop Franklin
- Christine Hunschofsky
- Michele Rayner
- Felicia Robinson
- Leonard Spencer

COMMITTEE ASSIGNMENTS BY COMMITTEE (12/17/24)

Economic Infrastructure Subcommittee

Chair: Michael Caruso

Vice Chair: Shane Abbott

Republicans:

- Ryan Chamberlin
- Linda Chaney
- Bill Conerly
- Griff Griffiths
- Chip LaMarca
- Jenna Persons Mulicka
- Mike Redondo
- Jason Shoaf
- David Smith
- Chase Tramont
- Taylor Yarkosky

Democrats:

- Kevin Chambliss
- Jervonte Edmonds
- Anna Eskamani
- Gallop Franklin
- Kelly Skidmore

Housing, Agriculture & Tourism Subcommittee

Chair: Michelle Salzman

Vice Chair: Peggy Gossett Seidman

Republicans:

- Shane Abbott
- Jon Albert
- Erika Booth
- Vicki Lopez
- Jim Mooney
- Bill Partington
- Jenna Persons Mulicka
- Mike Redondo
- Joel Rudman
- Chase Tramont
- Kaylee Tuck

Democrats:

- Joseph Casello
- Lindsay Cross
- Gallop Franklin
- Christine Hunschofsky
- Felicia Robinson

COMMITTEE ASSIGNMENTS BY COMMITTEE (12/17/24)

**Industries & Professional Activities
Subcommittee****Chair:** Mike Giallombardo**Vice Chair:** Juan Porras**Republicans:**

- Yvette Benarroch
- Demi Busatta
- Richard Gentry
- Vicki Lopez
- Debbie Mayfield
- Fiona McFarland
- Vanessa Oliver
- Toby Overdorf
- Judson Sapp
- Susan Valdés
- Brad Yeager

Democrats:

- Hillary Cassel
- Anna Eskamani
- Yvonne Hinson
- Angie Nixon
- Leonard Spencer

Insurance & Banking Subcommittee**Chair:** Brad Yeager**Vice Chair:** Adam Anderson**Republicans:**

- Daniel Alvarez
- Erika Booth
- Adam Botana
- Michael Caruso
- Karen Gonzalez Pittman
- Berny Jacques
- Jennifer Kincart Jonsson
- Monique Miller
- Joel Rudman
- Kevin Steele
- Susan Valdés

Democrats:

- Hillary Cassel
- Kevin Chambliss
- Lisa Dunkley
- Dianne Hart
- Marie Woodson

COMMITTEE ASSIGNMENTS BY COMMITTEE (12/17/24)

*(Education & Employment Committee Group)***Education & Employment Committee**

Chair: Jennifer Canady
Vice Chair: Taylor Yarkosky
Whip: Kim Berfield

Republicans:

- Anne Gerwig
- Berny Jacques
- Kim Kendall
- Fiona McFarland
- Kiyon Michael
- Danny Nix
- Jenna Persons Mulicka
- Judson Sapp
- Paula Stark
- John Temple
- Dana Trubusy
- Susan Valdés
- Brad Yeager

Democrats:

- Wallace Aristide
- Kimberly Daniels
- Lisa Dunkley
- Jervonte Edmonds
- Jennifer Harris
- Yvonne Hinson

Careers & Workforce Subcommittee

Chair: Berny Jacques
Vice Chair: Rachel Plakon

Republicans:

- Jessica Baker
- Doug Bankson
- Kim Berfield
- Nan Cobb
- Chad Johnson
- Kim Kendall
- Jennifer Kincart Jonsson
- Traci Koster
- Patt Maney
- Lauren Melo
- Paula Stark

Democrats:

- Dan Daley
- Ashley Gantt
- Mitch Rosenwald
- Leonard Spencer
- Allison Tant

Education Administration Subcommittee

Chair: Dana Trabulsy

Vice Chair: Dean Black

Republicans:

- Jon Albert
- Fabian Basabe
- Peggy Gossett Seidman
- Jeff Holcomb
- Debbie Mayfield
- Jim Mooney
- Danny Nix
- Juan Porras
- Judson Sapp
- Susan Valdés
- Meg Weinberger

Democrats:

- Jose Alvarez
- Wallace Aristide
- LaVon Bracy Davis
- Angie Nixon
- Marie Woodson

Student Academic Success Subcommittee

Chair: Fiona McFarland

Vice Chair: Doug Bankson

Republicans:

- Yvette Benarroch
- Kim Berfield
- Omar Blanco
- Anne Gerwig
- Kiyam Michael
- Vanessa Oliver
- Michael Owen
- Alex Rizo
- Kevin Steele
- John Temple
- Taylor Yarkosky

Democrats:

- Bruce Antone
- Lisa Dunkley
- Yvonne Hinson
- Johanna Lopez
- Debra Tendrich

*(Health & Human Services Committee Group)***Health & Human Services Committee**

Chair: Josie Tomkow
Vice Chair: Susan Plasencia
Whip: Robert Brackett

Republicans:

- Adam Anderson
- Alex Andrade
- Dean Black
- Demi Busatta
- Linda Chaney
- Sam Greco
- JJ Grow
- Chad Johnson
- Jennifer Kincart Jonsson
- Lauren Melo
- Toby Overdorf
- Mike Redondo
- Will Robinson
- Kevin Steele
- Dana Trubulsky
- Kaylee Tuck

Democrats:

- Robin Bartleman
- Daryl Campbell
- Dianne Hart
- Dotie Joseph
- Mitch Rosenwald
- Allison Tant
- Marie Woodson

Health Care Facilities & Systems**Subcommittee**

Chair: Adam Anderson
Vice Chair: Kiyana Michael

Republicans:

- Webster Barnaby
- Erika Booth
- David Borrero
- Robert Brackett
- Nan Cobb
- Anne Gerwig
- Jennifer Kincart Jonsson
- Joel Rudman
- John Snyder
- Kevin Steele
- Chase Tramont

Democrats:

- Robin Bartleman
- Daryl Campbell
- Joseph Casello
- Gallop Franklin
- Dotie Joseph

Health Professions & Programs Subcommittee

Chair: Kaylee Tuck
Vice Chair: John Temple

Republicans:

- Jessica Baker
- Dean Black
- Robert Brackett
- Tiffany Esposito
- JJ Grow
- Randy Maggard
- Toby Overdorf
- Juan Porras
- Mike Redondo
- Alex Rizo
- Michelle Salzman

Democrats:

- Wallace Aristide
- LaVon Bracy Davis
- Jervonte Edmonds
- Christine Hunschofsky
- Mitch Rosenwald

Human Services Subcommittee

Chair: Lauren Melo
Vice Chair: Fabian Basabe

Republicans:

- Shane Abbott
- Ryan Chamberlin
- Karen Gonzalez Pittman
- Sam Greco
- Chad Johnson
- Patt Maney
- Monique Miller
- Michael Owen
- Bill Partington
- Rachel Plakon
- Susan Plasencia

Democrats:

- Jose Alvarez
- Anna Eskamani
- Jennifer Harris
- Felicia Robinson
- Leonard Spencer

*(Judiciary Committee Group)***Judiciary Committee**

Chair: Chuck Brannan

Vice Chair: Webster Barnaby

Whip: David Borrero

Republicans:

- Shane Abbott
- Jon Albert
- Daniel Alvarez
- Adam Anderson
- Jessica Baker
- Tom Fabricio
- Traci Koster
- Patt Maney
- Michael Owen
- Rachel Plakon
- Juan Porras
- Joel Rudman
- Michelle Salzman

Democrats:

- Bruce Antone
- LaVon Bracy Davis
- Hillary Cassel
- Dan Daley
- Michael Gottlieb
- Johanna Lopez

Civil Justice & Claims Subcommittee

Chair: Traci Koster
Vice Chair: Susan Plasencia

Republicans:

- Jon Albert
- Kim Berfield
- Omar Blanco
- David Borrero
- Kim Kendall
- Vicki Lopez
- Danny Nix
- Vanessa Oliver
- Michael Owen
- Paula Stark
- Meg Weinberger

Democrats:

- Bruce Antone
- Kimberly Daniels
- Michael Gottlieb
- Dotie Joseph
- Michele Rayner

Criminal Justice Subcommittee

Chair: Daniel Alvarez
Vice Chair: Webster Barnaby

Republicans:

- Shane Abbott
- Jessica Baker
- Doug Bankson
- Robert Brackett
- Tom Fabricio
- Sam Greco
- JJ Grow
- Berny Jacques
- Bill Partington
- Rachel Plakon
- Taylor Yarkosky

Democrats:

- Robin Bartleman
- Michael Gottlieb
- Dianne Hart
- Johanna Lopez
- Kelly Skidmore

*(State Affairs Committee Group)***State Affairs Committee**

Chair: Will Robinson

Vice Chair: Jim Mooney

Whip: Randy Maggard

Republicans:

- Fabian Basabe
- Adam Botana
- Michael Caruso
- Linda Chaney
- Nan Cobb
- Wyman Duggan
- Richard Gentry
- Mike Giallombardo
- Karen Gonzalez Pittman
- Griff Griffitts
- Jeff Holcomb
- Chip LaMarca
- Debbie Mayfield
- Alex Rizo
- John Snyder
- Meg Weinberger

Democrats:

- Joseph Casello
- Lindsay Cross
- Anna Eskamani
- Ashley Gantt
- Dotie Joseph
- Angie Nixon
- Debra Tendrich

COMMITTEE ASSIGNMENTS BY COMMITTEE (12/17/24)

Government Operations Subcommittee

Chair: Linda Chaney

Vice Chair: Jeff Holcomb

Republicans:

- Fabian Basabe
- Bill Conerly
- Richard Gentry
- Sam Greco
- Griff Griffiths
- Danny Nix
- Susan Plasencia
- Judson Sapp
- Paula Stark
- Susan Valdés
- Meg Weinberger

Democrats:

- Jose Alvarez
- Wallace Aristide
- Daryl Campbell
- Dotie Joseph
- Mitch Rosenwald

Information Technology Budget & Policy Subcommittee

Chair: John Snyder

Vice Chair: Kevin Steele

Republicans:

- Fabian Basabe
- Omar Blanco
- Demi Busatta
- Mike Giallombardo
- Karen Gonzalez Pittman
- JJ Grow
- Vicki Lopez
- Fiona McFarland
- Monique Miller
- Joel Rudman
- John Temple

Democrats:

- LaVon Bracy Davis
- Lindsay Cross
- Johanna Lopez
- Angie Nixon
- Debra Tendrich

Intergovernmental Affairs Subcommittee**Chair:** Alex Rizo**Vice Chair:** Griff Griffiths**Republicans:**

- Dean Black
- Ryan Chamberlin
- Nan Cobb
- Anne Gerwig
- Peggy Gossett Seidman
- Jeff Holcomb
- Chad Johnson
- Kim Kendall
- Chip LaMarca
- Kiyon Michael
- John Temple

Democrats:

- Daryl Campbell
- Dan Daley
- Lisa Dunkley
- Ashley Gantt
- Jennifer Harris

Natural Resources & Disasters Subcommittee**Chair:** Adam Botana**Vice Chair:** Jim Mooney**Republicans:**

- Adam Anderson
- Alex Andrade
- Yvette Benarroch
- Dean Black
- Bill Conerly
- Tiffany Esposito
- Tom Fabricio
- Richard Gentry
- Randy Maggard
- Debbie Mayfield
- Jason Shoaf

Democrats:

- Lindsay Cross
- Michele Rayner
- Kelly Skidmore
- Allison Tant
- Debra Tendrich

*(Non-Aligned Committee Group)***Ways & Means Committee****Chair:** Wyman Duggan**Vice Chair:** Tom Fabricio**Republicans:**

- Doug Bankson
- Webster Barnaby
- Omar Blanco
- Adam Botana
- Ryan Chamberlin
- Bill Conerly
- Chip LaMarca
- Fiona McFarland
- Monique Miller
- Bill Partington
- Alex Rizo
- David Smith

Democrats:

- Jose Alvarez
- Robin Bartleman
- Anna Eskamani
- Dianne Hart
- Kelly Skidmore

Rules & Ethics Committee**Chair:** Sam Garrison**Vice Chair:** David Borrero**Republicans:**

- Doug Bankson
- Jennifer Canady
- Tiffany Esposito
- Tom Fabricio
- Susan Plasencia
- Michelle Salzman
- Tyler Sirois
- David Smith
- John Temple
- Dana Trubulsky
- Chase Tramont

Democrats:

- Michael Gottlieb
- Dianne Hart
- Christine Hunschofsky
- Allison Tant
- Marie Woodson

Security & Threat Assessment Committee**Chair:** Tyler Sirois**Vice Chair:** Daniel Alvarez**Republicans:**

- Chuck Brannan
- James Buchanan
- Jennifer Canady
- Wyman Duggan
- Mike Giallombardo
- Jeff Holcomb
- Berny Jacques
- Patt Maney
- Fiona McFarland
- Kiyon Michael
- Toby Overdorf
- Jason Shoaf
- John Snyder

Democrats:

- Dan Daley
- Fentrice Driskell
- Anna Eskamani
- Michael Gottlieb
- Felicia Robinson

*(Joint Committee Group)***Joint Legislative Budget Commission****Alternating Chair:** Lawrence McClure**Republicans:**

- Alex Andrade
- Demi Busatta
- Jason Shoaf
- John Snyder

Democrats:

- Allison Tant
 - Marie Woodson
-

Joint Legislative Auditing Committee**Alternating Chair:** Chip LaMarca**Republicans:**

- Peggy Gossett Seidman
- Sam Greco
- Rachel Plakon
- Taylor Yarkosky

Democrats:

- Kimberly Daniels
 - Yvonne Hinson
-

Joint Administrative Procedures Committee**Alternating Chair:** Toby Overdorf**Republicans:**

- Bill Conerly
- Chad Johnson
- Kim Kendall
- Meg Weinberger

Democrats:

- Leonard Spencer
 - Debra Tendrich
-

Joint Select Committee on Collective Bargaining**Alternating Chair:** Tom Fabricio**Republicans:**

- Nan Cobb
- Monique Miller
- Danny Nix
- Bill Partington

Democrats:

- Wallace Aristide
 - Jennifer Harris
-

Joint Committee on Public Counsel Oversight**Alternating Chair:** David Smith**Republicans:**

- Jon Albert (R 48)
- Richard Gentry (R 27)
- Anne Gerwig (R 93)
- Griff Griffitts (R 6)

Democrats:

- Jose Alvarez
 - Mitch Rosenwald
-



2024-2026 COMMITTEE & SUBCOMMITTEE CHAIRS

BUDGET

Chair McClure
Vice Chair Valdés

Agriculture & Natural Resources

Chair Esposito
Vice Chair Botana

Health Care

Chair Andrade
Vice Chair Gonzalez Pittman

Higher Education

Chair Busatta
Vice Chair Caruso

Information Technology Budget & Policy

Chair Snyder
Vice Chair Steele

Justice

Chair Maney
Vice Chair Koster

PreK-12

Chair Persons-Mulicka
Vice Chair Trabulsy

State Administration

Chair Lopez, V.
Vice Chair Chaney

Transportation & Economic Development

Chair Shoaf
Vice Chair Stark

RULES & ETHICS

Chair Garrison
Vice Chair Borrero

WAYS & MEANS

Chair Duggan
Vice Chair Fabricio

COMMERCE

Chair Buchanan
Vice Chair Porras
Republican Committee Whip Tramont

Economic Infrastructure

Chair Caruso
Vice Chair Abbott

Housing, Agriculture & Tourism

Chair Salzman
Vice Chair Gossett-Seidman

Industries & Professional Activities

Chair Giallombardo
Vice Chair Porras

Insurance & Banking

Chair Yeager
Vice Chair Anderson

JUDICIARY

Chair Brannon
Vice Chair Barnaby
Republican Committee Whip Borrero

Civil Justice & Claims

Chair Koster
Vice Chair Plasencia

Criminal Justice

Chair Alvarez, D.
Vice Chair Barnaby

HEALTH & HUMAN SERVICES

Chair Tomkow
Vice Chair Plasencia
Republican Committee Whip Brackett

Health Care Facilities & Systems

Chair Anderson
Vice Chair Michael

Health Professions & Programs

Chair Tuck
Vice Chair Temple

Human Services

Chair Melo
Vice Chair Basabe

EDUCATION & EMPLOYMENT

Chair Canady
Vice Chair Yarkosky
Republican Committee Whip Berfield

Careers & Workforce

Chair Jacques
Vice Chair Plakon

Education Administration

Chair Trabulsy
Vice Chair Black

Student Academic Success

Chair McFarland
Vice Chair Bankson

SECURITY & THREAT ASSESSMENT

Chair Sirois
Vice Chair Alvarez, D.

STATE AFFAIRS

Chair Robinson, W.
Vice Chair Mooney
Republican Committee Whip Maggard

Government Operations

Chair Chaney
Vice Chair Holcomb

Information Technology Budget & Policy

Chair Snyder
Vice Chair Steele

Intergovernmental Affairs

Chair Rizo
Vice Chair Griffiths

Natural Resources & Disasters

Chair Botana
Vice Chair Mooney

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: January 7, 2025

SUBJECT: Consideration of *Ordinance No. 2024-10 Approving a Master Plan Amendment to the Groves Town Center PUD*

Background: The applicants Solar Sportsystems, Inc., Loxahatchee Equestrian Partners, LLC, and Goves Hospitality, LLC are proposing to develop an 81 room hotel at the Groves Town Center PUD. There are three (3) elements of the approval process: the comprehensive plan amendment to allow consideration of the hotel rather than a 128 bed congregate living facility; the master plan amendment; and the actual site plan approval for the hotel.

The comprehensive plan amendment was transmitted to the State for review, following passage of the amendment by Town Council on first reading in December of 2024. The master plan amendment, which is approved as a zoning modification to the Groves of Town Center PUD, is to be considered on first reading by the Town Council at its January 7, 2025 meeting. If the master plan amendment is approved by the Council on first reading, it will be scheduled for second reading and potential adoption at a future Council meeting in conjunction with the adoption of the comprehensive plan amendment and site plan consideration. That adoption hearing meeting dates are subject to the return of comments from the State on the comprehensive plan amendment and the results of Council's consideration of the master plan amendment. The second readings and public hearings for both ordinances and consideration of the site plan may take place at the February Council meeting. It is more likely they will be scheduled for Council's meeting in March.

The comprehensive plan amendment, master plan amendment, and site plan amendment were previously considered by the Town's Planning and Zoning Board (PZB) and recommended for denial on August 29, 2024. The comprehensive plan amendment and PUD amendment were originally scheduled to be heard on first reading by the Town Council in September of 2024. The Town Council deferred the matters so the applicants could respond to and the Council could consider PZB's comments and recommendation of denial. However, the Town Council did not remand the applications to PZB.

The Town Council considered the comprehensive plan amendment and approved the transmittal of the matter at their December 2024 meeting.

The master plan amendment and site plan were placed on the agenda for the December 18, 2024, meeting of the PZB for the purpose of obtaining additional comments from that advisory board. However, the December 18, 2024 meeting was canceled for lack of quorum. Staff were unable to schedule another PZB meeting prior to the January 7, 2025 Council meeting as there was no date where all the PZB members were available between the failed PZB meeting and scheduled Council meeting. Because the applications have already been considered by the PZB in substantially the same form, and because the Council did not direct that the applications be remanded to the PZB, there is no legal impediment for Council to consider the master plan amendment, as they did the comprehensive plan amendment, without further consideration of PZB.

Should Council desire further input from the PZB prior to final consideration of adoption of the matters, the Council can direct PZB to hold a meeting and give their input prior to the time second readings of the matters would be scheduled before Council.

Through the PUD master plan amendment, the applicant is proposing the establishment of Pod TC for potential development of a hotel with a maximum of 81 rooms and Pod G for public park purposes. A report on the application is attached. The proposed waivers sought by the applicants will be formally considered by the Council in conjunction with the site plan for the hotel.

After a brief introduction of the ordinance, the applicant will make a presentation and can respond to Council inquiries. As a rezoning, this is a quasi-judicial hearing, so Council should be prepared to disclose ex parte communications with the applicant as well as others who may have been in favor or opposed to the application, prior to their deliberation on the matter.

Recommendation: The PZB recommended denial of the comprehensive plan amendment, master plan amendment, and site plan at their August 29, 2024 meeting. Staff recommends Council move approval of *Ordinance No. 2024-10* on first reading subject to conditions of approval noted in the staff report and ordinance.

TOWN OF LOXAHATCHEE GROVES**ORDINANCE NO. 2024-10**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE MULTIPLE LAND USE PLANNED UNIT DEVELOPMENT (MLU/PUD) APPROVAL ON A PARCEL OF LAND CONSISTING OF APPROXIMATELY 89.95 ACRES, MORE OR LESS, LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND "B" ROAD, LEGALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR THE APPROPRIATE REVISIONS TO THE MLU/PUD CONCEPTUAL MASTER PLAN AND THE CONDITIONS OF APPROVAL; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, on November 16, 2010, the Town adopted Ordinance 2010-009, which adopted the Town's Unified Land Development Code (ULDC), including the designation of zoning districts in the Town, consistent with the Town's Comprehensive Plan; and,

WHEREAS, on November 20, 2012, the Town adopted Ordinance 2012-08 which created a new zoning category, entitled Planned Unit Development ("PUD"), to facilitate development on properties that exceed expectations of standard zoning districts, implements the Town's Comprehensive Plan, and to allows for creative use of land and quality development; and,

WHEREAS, on February 17, 2013, the Town adopted Ordinance 2013-010 which assigned a Multiple Land Use Planned Unit Development ("MLU/PUD") zoning designation to certain property located at the northeast corner of Southern Boulevard, and "B" Road, Loxahatchee Groves, Florida, totaling approximately 89.95 acres, more or less, legally described and as designated on the map in Exhibit "A", attached hereto (the "Property"); and

WHEREAS, on November 6, 2018, the Town adopted Ordinance 2018-08 which amended the Multiple Land Use Planned Unit Development ("MLU/PUD") zoning designation on the property previously granted by Ordinance 2013-010; and

WHEREAS, on January 7, 2020, the Town adopted Ordinance 2019-08 which amended the Multiple Land Use Planned Unit Development ("MLU/PUD") zoning designation on the property

previously granted by Ordinance 2018-08; and

WHEREAS, on _____, 2025, the Town Council adopted Ordinance 2024-09 approving a comprehensive plan text amendment revising Special Policy 1.15.2, with respect to allowed land uses on the property; and

WHEREAS, the Property Owners, Solar Sportsystems, Inc. and Loxahatchee Equestrian Partners, LLC, applied to amend the previous MLU/PUD Approval (including the conceptual master plan and conditions of approval contained within Ord. 2019-008); and

WHEREAS, at its meeting of July 22, 2024, which was continued to a date certain of August 29, 2024, the Town's Planning and Zoning Board (PZB), considered the petition to amend the MLU/PUD Approval on the Property, and recommended denial to the Town Council; and

WHEREAS, the notice and hearing requirements for adoption of ordinances contained in the Florida Statutes and the Town's Code of Ordinances have been satisfied; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves has conducted a quasi-judicial hearing and considered the petition, the recommendations of the PZB and Town Staff, and comments from the public; and

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida ("Town"), pursuant to the authority vested in Chapter 166, Florida Statutes, is authorized and empowered to consider petitions relating to the master plan amendments, including PUD Amendments, within the Town; and

WHEREAS, the Council, pursuant to Section 160-020 (Review criteria; Town Council action) of the Town of Loxahatchee Groves Unified Land Development Code and Town Ordinance 2012-08 (Planned Unit Development) is authorized and empowered to consider, approve, and approve with conditions PUD amendment petitions.

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance.

Section 2. The Town Council has considered the Staff Report dated December 18, 2024 and the Town PZB and Town staff recommendations and makes the following findings of fact:

1. The Town Council finds the petition to be generally consistent with the intent and direction of the Comprehensive Plan, the rezoning criteria, as depicted in Section 160- 020(A) (1) - (6) of the Town of Loxahatchee Groves Unified Land Development Regulations, and the objectives and standards of a Planned Unit Development, as depicted in Town of Loxahatchee Groves Ordinance 2012-08.

2. To ensure consistency with the Comprehensive Plan and land development regulations, and the results of the various studies and analysis completed in the review of the PUD Amendment petition, certain conditions of approval are necessary as listed in Exhibit "B", attached hereto, in addition to the conditions of approval stated in the staff report dated December 18, 2024 and incorporated by reference herein.

Section 3. The PUD Amendment of the Groves at Town Center MLU/PUD pertaining to the property located at the northeast corner of Southern Boulevard, and "B" Road, Loxahatchee Groves, Florida, totaling approximately 89.95 acres, more or less, legally described, and as designated on the map, in Exhibit "A", attached hereto, is hereby approved subject to the Conceptual Master Plan, Conditions of Approval in Exhibit "B", attached hereto, and Conditions of Approval included in the staff report dated December 18, 2024.

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

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

Section 6. Effective Date. This Ordinance shall take effect upon the effective date of Ordinance 2024-09.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
MAYOR ANITA KANE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS __ DAY OF _____, 20__.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
MAYOR ANITA KANE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON SECOND READING, THIS __ DAY OF _____, 20__.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Valerie Oakes, Town Clerk

Mayor Anita Kane

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Councilmember Laura Danowski

Councilmember Phillis Maniglia

Councilmember Robert Shorr

EXHIBIT A.1

LEGAL DESCRIPTION:

THE SOUTH 1000 FEET OF TRACT 4, BLOCK "I", LOXAHATCHEE GROVES, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 12, PAGE 29; SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD (STATE ROAD 80) AS ESTABLISHED BY RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORD BOOK 1005, PAGE 577, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOT 5, BLOCK "I" LOXAHATCHEE GROVES, LYING NORTH OF STATE ROAD 80, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LESS AND EXCEPT THAT PORTION FOR STATE ROAD 80, AS DESCRIBED IN THE ORDER OF TAKING IN O.R. BOOK 5463, PAGE 1126, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 6, BLOCK "I", OF LOXAHATCHEE GROVES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 12, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT:

THAT PORTION FOR STATE ROAD 80, AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORD BOOK 5463, PAGE 1126, AND THAT PORTION OF THE RIGHT-OF-WAY DEED RECORDED IN DEED BOOK 1005, PAGE 577, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
AND

THAT PORTION OF TRACT 6, BLOCK "I" RE-CONVEYED TO GASPAR MORELLO AND ELIZABETH MORELLO, HUSBAND AND WIFE, IN QUIT-CLAIM DEED RECORDED JANUARY 25, 2002, IN OFFICIAL RECORD BOOK 13344, PAGE 953, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE PLATTED EAST LINE OF TRACT 6, BLOCK "I" ACCORDING TO THE PLAT OF LOXAHATCHEE GROVES, AS RECORDED IN PLAT BOOK 12, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD (STATE ROAD 80) ACCORDING TO THE FDOT RIGHT-OF-WAY MAP, SECTION 93120-3528, SHEET 5 OF 13, DATED 1986, THENCE, NORTH 88 DEGREES 26 MINUTES 32 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY OF SOUTHERN BOULEVARD, 66.16 FEET; THENCE, NORTH 39 DEGREES 58 MINUTES 31 SECONDS WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF "C" ROAD, ACCORDING TO THE FDOT RIGHT-OF-WAY MAP, 33.14 FEET, TO A POINT OF CURVATURE; THENCE, NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 202.00 FEET AND A CENTRAL ANGLE OF 46 DEGREES 54 MINUTES 52 SECONDS, AN ARC LENGTH OF 165.40 FEET TO THE PLATTED EASTERLY LINE OF TRACT 6, BLOCK "I"; THENCE, SOUTH 02 DEGREES 09 MINUTES 47 SECONDS WEST, ALONG THE PLATTED EAST LINE OF TRACT 6, BLOCK "I", 158.23 FEET TO THE POINT OF BEGINNING.

EXHIBIT A.2
LOCATION MAP

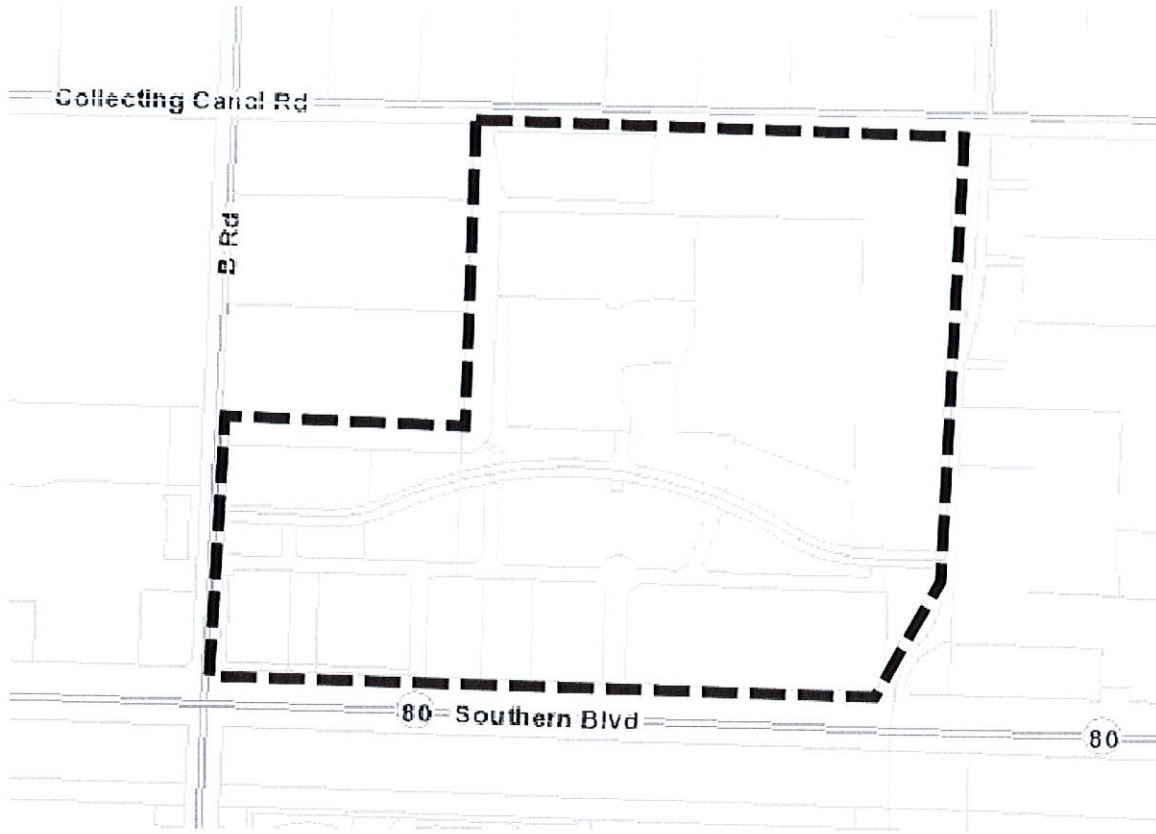


EXHIBIT B.1
REVISED, CONCEPTUAL MASTER PLAN

EXHIBIT B.2

REVISED, CONDITIONS OF APPROVAL (previously contained in Ord. 2019-008)

Town of Loxahatchee Groves, Florida
Town Council
Agenda Item Report

PREPARED BY: Kaitlyn Forbes

July 17, 2024
August 28, 2024
December 18, 2024

SUBJECT: Master Plan Amendment (inc. revisions to previous conditions of approval), Groves at Town Center (MUPD)

1. BACKGROUND

History: The 90 +/- acre Groves Town Center PUD, including a Statement of Use, Conceptual Master Plan and Conditions of Approval was approved by the Town Council (Ordinance 2013-010). Revisions to the PUD were most recently approved by the Town Council (Ordinance 2019-08).

Additional revisions to the PUD (i.e. PUD Amendment) must be approved by the Town Council. The Applicant is proposing the following:

- 1) *Comprehensive plan text amendment to: (1) Permit up to 81 lodging units within the subject property (MLU) (2) Eliminate the allocation for a 128-bed congregate living facility (3) Establish an allowance for a public park (4) Establish intensity and density measurement standards for the hotel use, and (5) Exempt the subject site from Policy 1.2.1 of the comprehensive plan which restricts commercial uses to south of East Citrus Drive. Applicant: Solar Sportsystems, Inc. – First Reading, December 2024*
- 2) Master Plan, PUD amendment to: Establish Pod TC for hotel purposes, establish Pod G for park purposes, and amend existing conditions of approval. *Applicant: Solar Sportsystems, Inc.- Subject Application*

Problem Statement: The Town Council is to hear and approve, approve with conditions, or deny the master plan amendment. **NOTE:** The proposed PUD Master Plan Amendment is a processed as a rezoning.

Problem Solution: The Town Council will conduct a public hearing to consider a motion to approve, approve with conditions, or deny the Master Plan PUD Amendment.

2. CURRENT ACTIVITY

The Comprehensive Plan Text Amendment was presented at a Planning and Zoning Board (PZB) meeting on July 22, 2024 and August 29, 2024. The PZB recommended denial of the application. The Town Council voted to transmit the amendment on December 3, 2024. A second reading of the ordinance will be required after state review.

The Master Plan PUD Amendment was presented at a Planning and Zoning Board (PZB) meeting on July 22, 2024 and August 29, 2024. The PZB recommended denial of the application.

3. ATTACHMENTS

1. Groves Town Center Staff Report
2. Applicant narrative and justification statement

4. FINANCIAL IMPACT

Work on this project is funded by the Applicant's cost recovery deposit.

- 5. RECOMMENDED ACTION:** Recommend that the Town Council approve the master plan amendment subject to conditions of approval contained within the staff report dated December 18, 2024.

TO: TOWN OF LOXAHATCHEE GROVES TOWN COUNCIL

FROM: KAITLYN FORBES, TOWN PLANNING CONSULTANT

RE: STAFF REPORT: LOXAHATCHEE EQUESTRIAN PARTNERS LLC/SOLAR SPORTSYSTEMS, INC./GROVES HOSPITALITY LLC, MASTER PLAN AMENDMENT

DATE: July 17, 2024, August 28, 2024, December 18, 2024

I. GENERAL INFORMATION

A. Applicant: Solar Sportsystems, Inc., Loxahatchee Equestrian Partners, LLC, and Groves Hospitality, LLC. The applications are being represented by Matthew Barnes, of WGI.

B. Owner: Solar Sportsystems, Inc.

C. Location: The subject property is generally located at the northeast corner of Southern Boulevard and "B" Road, south of Collecting Canal, Loxahatchee Groves, Florida (Ref: Attachment 1, Map 1).

D. Legal Description: The property is legally described as shown in Attachment 2. All of the Groves Town Center PUD Amendment No. 1 Plat as recorded in Plat Book 134, Pages 134 – 138 of the Official Records of Palm Beach County. Together with Pod A of the Groves Town Center PUD Plat as recorded in Plat Book 66, Pages 66 – 70 of the Official Records of Palm Beach County,

E. Parcel Size: Approx. 90 acres (total Groves at Town Center development site)

F. Existing Future Land Use (FLU) Designation: The Multiple Land Use (MLU) future land use designation was assigned to the property by Future Land Use Amendment 11-1.3 (Ordinance 2011-017).

G. Existing Zoning: The Multiple Land Use, Planned Unit Development (MLU/PUD) zoning designation was assigned to the property by Rezoning REZ 2013-02 (Ordinance 2013-010) and most recently amended by Ordinance 2019-08.

H. Existing Use: The overall Groves at Town Center development includes a mix of non-residential uses and vacant land. Related applications are filed for a proposed hotel and public park – these subject sites are vacant.

II. REQUESTED PUD AMENDMENTS: CONCEPTUAL MASTER PLAN REVISION

Supplementing the previously presented text amendment to the comprehensive plan, the applicant is seeking approval to amend the approved master plan that regulates the Groves at Town Center development. In summary, the applicant is seeking to establish Pod TC for a proposed hotel development (81 rooms) and to establish Pod G for public park purposes.

The Property is subject to the Groves Town Center Conceptual Master Plan (“Conceptual Master Plan”), which was initially approved on February 17, 2015 and subsequently revised on November 6, 2018 via Ordinance 2018-08 and again amended via Ordinance 2019-08. The current approved Conceptual Master Plan is included as Attachment 3. The proposed amended Conceptual Master Plan is included as Attachment 4.

The applicant notes the impetus for the requested change to the PUD Master Plan is a shared desire by the Applicant and the Town to remove the congregate living facility land use and allow a lodging use and simultaneously move the Town Commons use within the Master Plan to Pod G, which is the Pod that the congregate living facility is currently allowed on. They further note, market conditions have changed since the PUD was first contemplated in 2011 and it no longer economically viable to build a congregate living facility. The applicant states demand for lodging along Southern Blvd in the Town has increased. Furthermore, the applicant indicates the location of the proposed lodging use is better situated in the TC Pod, as opposed to Pod G, which is closer to the existing residential neighborhood on the north side of Collecting Canal Road. As demonstrated on the enclosed map of hotels, the closest hotel to the Town is the Royal Inn Hotel, which is approximately 3.5 miles away to the east. There are only nine hotels west of or adjacent to the Turnpike between Okeechobee Blvd and Lake Worth Road. The applicant describes a strong need for a hotel in the western reaches of the County.

The other aspects of the PUD Conceptual Master Plan that were previously approved are not changing with this proposed PUD amendment. As such, the configuration of the PUD Conceptual Mater Plan in terms of the development pods and roads remains the same as the previously approved Conceptual Master Plan and Plat. The applicant noted the Conceptual Master Plan provides for natural areas, open space and landscape buffers that achieve the Town's Objectives and Policies and provide consistency with the Town's Rural Vista Guidelines. The Conceptual Master Plan maintains a twenty-five (25) foot wide landscape buffer adjacent to Southern Boulevard and it maintains the three hundred (300) foot buffer predominantly along the northern and eastern boundaries of the site and one hundred (100) foot buffer abutting the western and northern boundary. As per the previously approved site plan for the equestrian trail (Resolution 2018-84) a ten (10) foot wide equestrian trail has been constructed within the one hundred (100) foot and three hundred (300) foot buffers.

In conjunction with the amended plan drawing, the applicant also proposes to amend the existing conditions of approval outlined in Ord. 2019-08 as shown in Attachment 5. Generally, the amendments reflect revised approval dates, completed work, and the proposed master plan amendments.

III. APPROVAL HISTORY

1. Ordinance 2011-017. Established MLU future land use designation for Property and a maximum of 103,000 square feet of commercial low retail, 44,000 square feet of commercial for professional and medical office, and a 128-bed congregate living facility.
2. Ordinance 2013-010. Established MLU/PUD zoning designation for Property and approved a conceptual master plan for 103,000 square feet of commercial low retail, 44,000 square feet of commercial for professional and medical office, and a 128-bed congregate living facility.
3. Ordinance 2018-08. Amended the conceptual master plan approved via Ord. 2013-010 to reconfigure Pod A.
4. Resolution 2018-84. Approved site plan for equestrian trail in the Conservation Tract of the conceptual master plan.
5. Resolution 2019-027. Approved plat for Groves Town Center PUD. Plat recorded in Plat Book 128, Page 66.
6. Resolution 2019-028. Approved Restrictive Covenant and Limited Access and Conservation Easement. Document recorded in Official Records Book 30616, Page 1289.
7. Ordinance 2019 -008. Modified master plan and revised conditions of approval.

IV. PLANNING AND ZONING BOARD (PZD) RECOMMENDATION

The Planning and Zoning Board recommended denial of the master plan amendment.

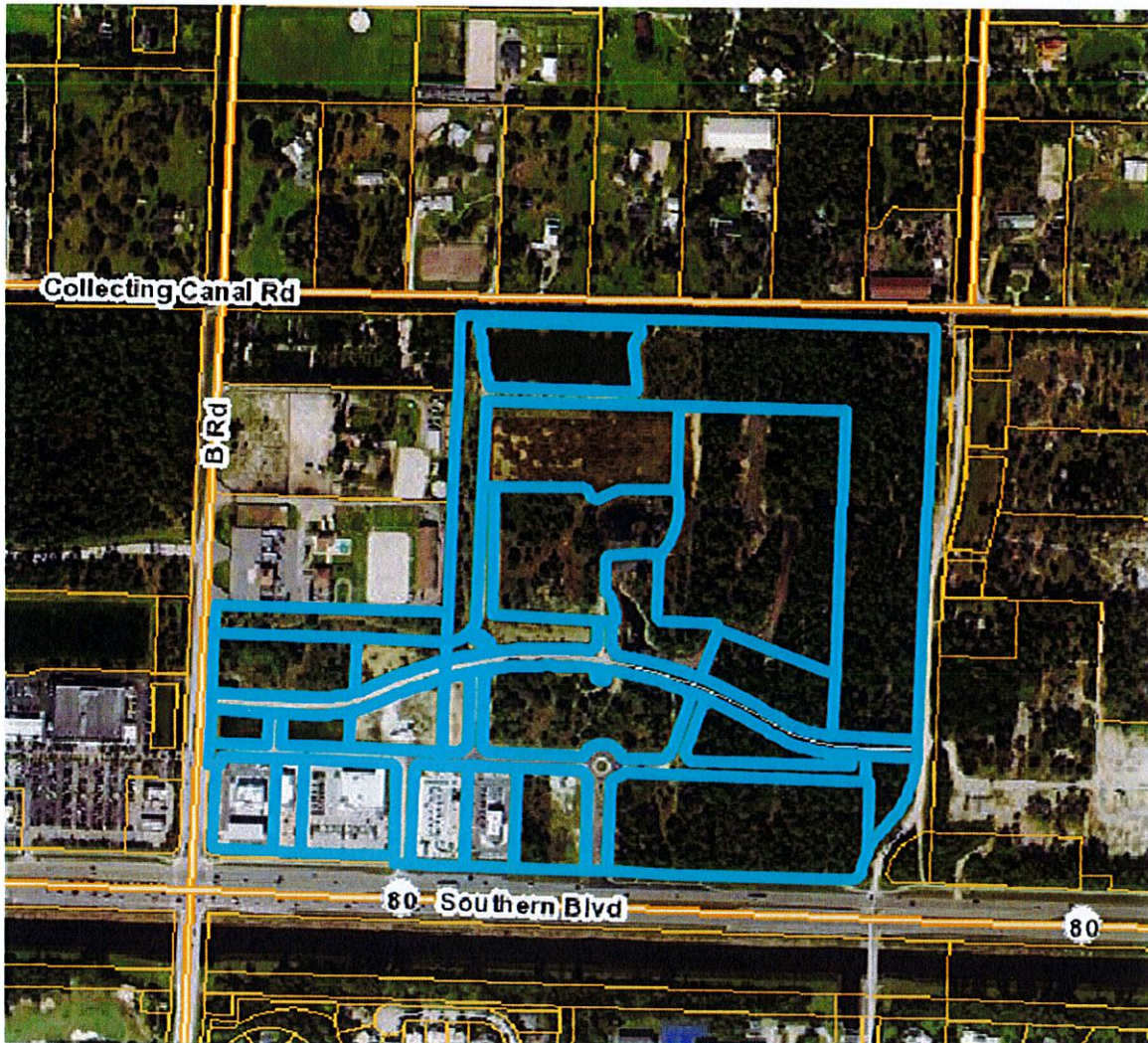
V. STAFF FINDING AND RECOMMENDATION

Recommend that the Town Council approve the master plan amendment subject to conditions of approval noted below.

- Within ninety (90) days of any site plan approval for a hotel use, Solar Sportsystems, Inc. (including its successors and assigns) shall design and install a “pork-chop” median within the B Road right-of-way, at the intersection of Avocado Road, to preclude cross-traffic movements and left-out movements from Avocado Road. The median modification, at the discretion of the Town, may be constructed using bollards, flexible delineators, or similar.
- Within ninety (90) days of any site plan approval for a hotel use, Solar Sportsystems, Inc. (including its successors and assigns) shall design and install paint striping within B Road right-of-way to depict a “do not block the box” area at the intersection of Avocado Road.

- In recognition of existing circulation issues along B Road adjacent to the Groves Town Center master planned site, as shown in Exhibit C, (Site) and the projected increase in traffic and impact on traffic circulation based on the conversion to the hotel use at the Site, changes to the configuration of traffic patterns in the B Road right-of-way, are necessary. Prior to the issuance of the final certificate of occupancy for the hotel use on the Site, the applicant, or its successors or assigns, shall contact the Town in writing to evaluate the proportionate fair share contribution of such changes that is applicable based on increased traffic and impact on traffic circulation generated as a result of the conversion to hotel use.

ATTACHMENT 1 – Subject Site Map (Map 1)



ATTACHMENT 2 – Legal Description

THE SOUTH 1000 FEET OF TRACT 4, BLOCK "I", LOXAHATCHEE GROVES, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 12, PAGE 29; SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD (STATE ROAD 80) AS ESTABLISHED BY RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORD BOOK 1005, PAGE 577, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOT 5, BLOCK "I" LOXAHATCHEE GROVES, LYING NORTH OF STATE ROAD 80, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LESS AND EXCEPT THAT PORTION FOR STATE ROAD 80, AS DESCRIBED IN THE ORDER OF TAKING IN O.R. BOOK 5463, PAGE 1126, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 6, BLOCK "I", OF LOXAHATCHEE GROVES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 12, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT:

THAT PORTION FOR STATE ROAD 80, AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORD BOOK 5463, PAGE 1126, AND THAT PORTION OF THE RIGHT-OF-WAY DEED RECORDED IN DEED BOOK 1005, PAGE 577, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
AND

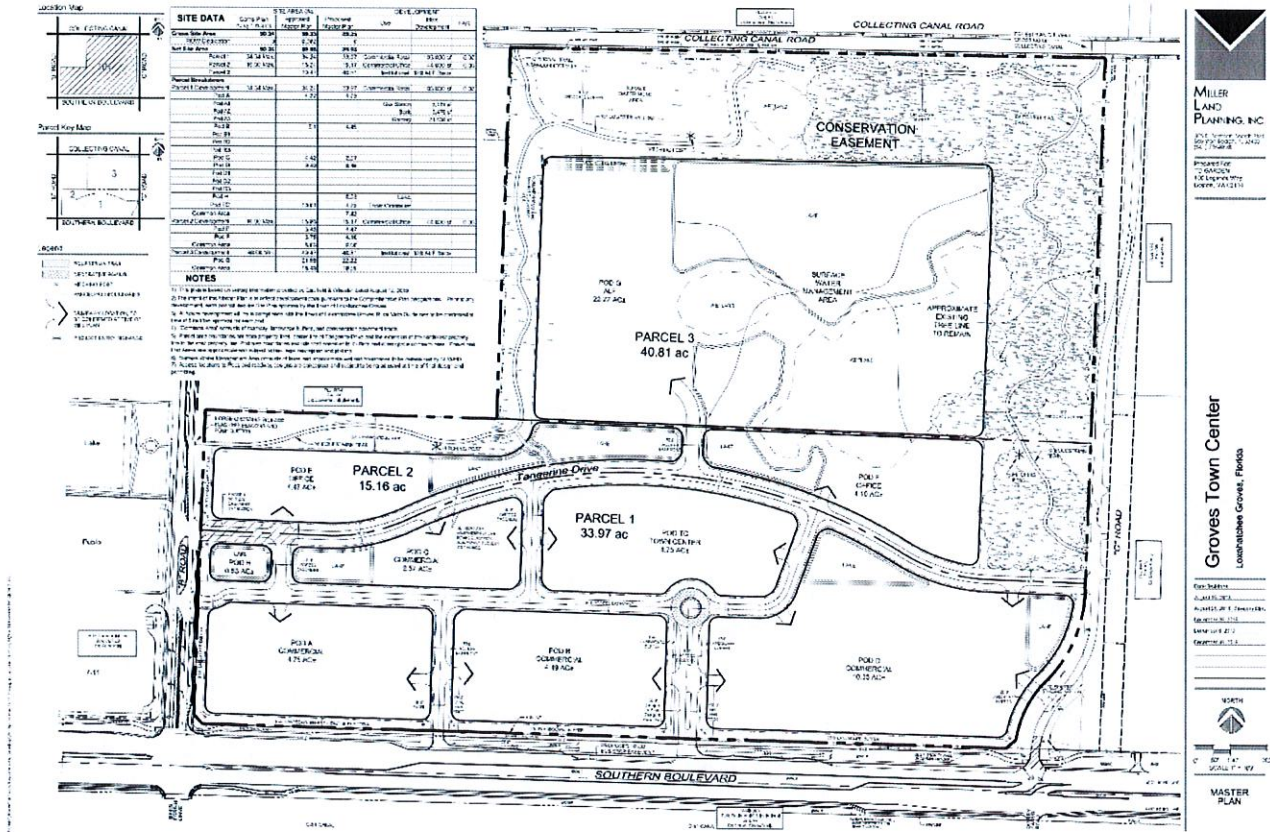
THAT PORTION OF TRACT 6, BLOCK "I" RE-CONVEYED TO GASPAR MORELLO AND ELIZABETH MORELLO, HUSBAND AND WIFE, IN QUIT-CLAIM DEED RECORDED JANUARY 25, 2002, IN OFFICIAL RECORD BOOK 13344, PAGE 953, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE PLATTED EAST LINE OF TRACT 6, BLOCK "I" ACCORDING TO THE PLAT OF LOXAHATCHEE GROVES, AS RECORDED IN PLAT BOOK 12, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD (STATE ROAD 80) ACCORDING TO THE FDOT RIGHT-OF-WAY MAP, SECTION 93120-3528, SHEET 5 OF 13, DATED 1986, THENCE, NORTH 88 DEGREES 26 MINUTES 32 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY OF SOUTHERN BOULEVARD, 66.16 FEET; THENCE, NORTH 39 DEGREES 58 MINUTES 31 SECONDS WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF "C" ROAD, ACCORDING TO THE FDOT RIGHT-OF-WAY MAP, 33.14 FEET, TO A POINT OF CURVATURE; THENCE, NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 202.00 FEET AND A CENTRAL ANGLE OF 46 DEGREES 54 MINUTES 52 SECONDS, AN ARC LENGTH OF 165.40 FEET TO THE PLATTED EASTERLY LINE OF TRACT 6, BLOCK "I"; THENCE, SOUTH 02 DEGREES 09 MINUTES 47 SECONDS WEST, ALONG THE PLATTED EAST LINE OF TRACT 6, BLOCK "I", 158.23 FEET TO THE POINT OF BEGINNING.

ATTACHMENT 3– Existing Master Plan

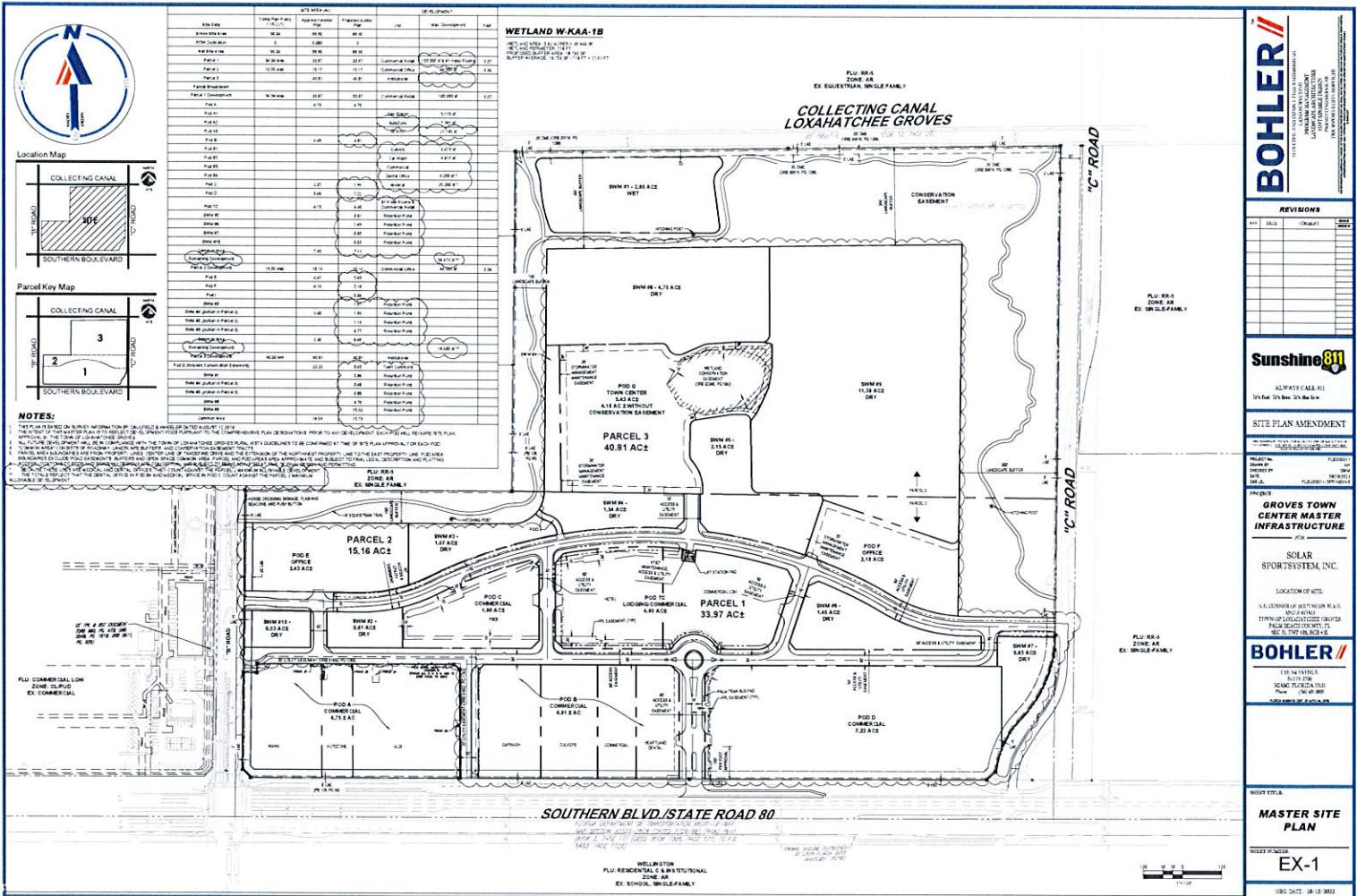


Figure 2. Existing Groves Town Center Master Plan



Justification Statement
Groves Town Center

ATTACHMENT 4 – Proposed Master Plan



ATTACHMENT 5 – Proposed Amendments, Conditions of Approval (est. via Ord. 2019-008)

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 202_ -__

GROVES TOWN CENTER
CONDITIONS OF APPROVAL

The conditions of approval included in Ordinance 2019-08 are hereby rescinded and replaced by the following conditions of approval. Text underlined are additions to Ordinance 2019-08 and text ~~struck through~~ are deletions to Ordinance 2019-08.

A. GENERAL

1. The conditions of approval herein shall apply to the Owner, Applicant and their successors and assigns.

2. Final site plans shall conform to the Conceptual Master Plan dated ~~December 30, 2019~~ [INSERT NEW DATE] and the PUD Justification Narrative included in Attachment 9 of the ~~MLU/PUD General Application REZ 2019-01~~, included by reference herein. Any modifications to the approved Conceptual Master Plan or PUD Justification Narrative must be approved by the Town Council unless the proposed changes are required to meet conditions of approval or are required for compliance with the ULDC.

3. Any subdivision by fee title conveyance of an internal lot which is subject to a final site plan approval shall have received prior written approval by the Town Manager based upon the application of criteria contained in Section 41.1.E.4.b of the Town Unified Land Development Code. Provided, however, that any subdivision by fee title conveyance of an internal lot shall reflect the Pod uses and boundaries depicted on the Conceptual Master Plan dated ~~December 30, 2019~~ [INSERT NEW DATE]. Any revision of a Pod use and/or boundary, as depicted on the Conceptual Master Plan dated ~~December 30, 2019~~ [INSERT NEW DATE], shall require a PUD Amendment prior to subdivision by fee title conveyance.

4. Prior to submitting the initial site plan approval application and all subsequent site plan applications, the Applicant shall contact Palm Tran to obtain written confirmation regarding the need for a bus stop on Southern Boulevard. Palm Tran’s response shall be included in the site plan application.

B. LAND USE AND SITE PLANNING

1. Development of the site shall be limited to ~~a maximum of:~~ Commercial Low (CL) — maximum of 34.34 acres and 103,000 sq. ft. of retail commercial space low uses and 81 lodging units; Commercial Low Office — maximum of 16.0 acres and 44,000 sq. ft. of commercial low professional office and medical office commercial space uses; and Institutional — minimum of 40.0 acres a 128-bed assisted living facility and institutional uses consisting of a Public Park (Town Commons), consistent with the Conceptual Master Plan dated December 30, 2019 [INSERT NEW DATE]. Development intensity of lodging uses to be regulated by combination of number of rooms, building height, and lot coverage rather than FAR.

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 202_ - __

2. ~~A separate site plan pursuant to ULDC Article 155 for the 100-foot and 300-foot wide buffer areas along the northern and eastern property boundaries, including the location of equestrian trails, was approved by the Town Council via Resolution 2018-84. [COMPLETED]~~

3. The Restrictive Covenant and Limited Access Easement, recorded with the Palm Beach County Clerk of Courts in Official Records Book 30616, Page 1289 shall limit the use and management of the 300-foot wide buffer areas along the northern and eastern property lines and the 100-foot wide buffer areas along the western and northern property lines, as described therein.

4. ~~A boundary plat was recorded in Plat Book 128, Page 66 of the Official Records of Palm Beach County depicting the following four geographies: (1) The entirety of the Groves Town Center property; (2) the area included within the 300-foot and 100-foot buffer areas, (3) the area included within Commercial Pod A; and (4) the area included within that portion of Groves Town Center not included within areas (2) and (3). Another plat depicting the remainder of the Pods and all road tracts and/or easements shall be recorded prior to the issuance of the first building permit for any development in a Pod other than Pod A. [COMPLETED]~~

5. Potentially objectionable features (e.g. mechanical equipment, loading/delivery areas, storage areas, dumpsters, and compactors, etc.) shall be indicated on project site plans and screened from public view.

6. All on-site deliveries during construction shall be made from project entrances off of Southern Boulevard.

7. ~~An Improvement Agreement, pursuant to ULDC Section 100-060 (C), to address all required roadway, drainage and equestrian trail improvements lying within or adjacent to the Groves Town Center PUD shall be approved by the Town Council prior to issuance of the initial building permit of the first phase of development. [COMPLETED]~~

8. The following perimeter landscaped buffers shall be provided: a 25-foot buffer, including a berm, along Southern Boulevard; a 25-foot buffer, including a berm, along "C" Road south of Tangerine Drive; and a 25-foot buffer, including a berm, along "B" Road.

9. The Town Commons (Pod ~~FG~~ G) shown on the Conceptual Master Plan dated ~~November 26, 2019~~ [INSERT NEW DATE] will remain owned by the Applicant and their successors and assigns and maintenance of the Town Commons is the responsibility of the Applicant. Scheduling uses for the Town Commons is the responsibility of the Town. The Town may use the Town Commons at any time the Town sees fit, subject to compliance with the ULDC. The Town Commons may be rented or leased to any individual person(s) and/or business(es) for temporary uses, subject to compliance with the ULDC and any Town permitting requirements. Any party that uses the Town Commons is responsible for cleaning up after the event and returning the Town Commons to the same condition the Town Commons was in before the party used the Town Commons.

10. ~~The Stormwater Management Area (SMA) located in the conservation easement as shown on the Conceptual Master Plan dated December 30, 2019 is subject to further review and~~

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 202_ - __

~~approval by the Town Engineer to confirm that the proposed stormwater management facilities provide water quality and stormwater recharge improvements to the Town. The Town Council approval of the Conceptual Master Plan dated December 30, 2019 serves as Town Council consent to construct the SMA pursuant to Section 3.a.(ii) and 3.d of the Restrictive Covenant and Limited Access and Conservation Easement recorded in ORB 30616, PG 1289 of the Official Records of Palm Beach County. Prior to the issuance of a permit by the Town for construction of the SMA, the Town Engineer shall review the plans and confirm that the SMA provides for the intended stormwater improvements for the Town and will make a recommendation for Town Council approval. [COMPLETED]~~

C. ENGINEERING

1. In order to comply with the Mandatory Traffic Performance Standards in place at the time of this approval, no building permits for the site shall be issued after ~~December 31, 2022~~ November 29, 2029. Additional time extensions for this condition may be approved by the Palm Beach County Engineer based upon an approved traffic study which complies with Mandatory Traffic Performance Standards in place at the time of the request, or upon a request based upon a Declaration of Emergency by the Governor of Florida.

2. In order to comply with the Mandatory Traffic Performance Standards Review dated August 30, 2018, no building permits for development generating more than 282 peak hour directional trips shall be issued until the developer provides an additional southbound left-turn lane [has been built and only needs to be un-stripped, which will commence in August of 2024] and an additional eastbound left-turn lane [~~under construction with widening of Southern Blvd~~ COMPLETED] and appropriate receiving lane [~~already built~~ COMPLETED] at the intersection of Southern Boulevard and Binks Forest Drive/B Road. Any signal modifications required to accommodate these changes will also be the responsibility of the property owner, including, but not limited to design plans, any required utility relocation, right-of-way or easement acquisition, etc. Note these changes will also require FDOT consent.

3. Any future modification of Condition C.2 shall be based upon a Traffic Study approved by the Palm Beach County Traffic Division which complies with Mandatory TPS in place at the time of the modification. Modifications to Conditions of Approval based upon such future TPS Review shall be submitted to the Town pursuant to ULDC Section 155-025 *Site plan modification*.

4. The property owner shall obtain a conceptual approval letter from FDOT for any proposed driveway on Southern Boulevard when submitting a site plan to the Town. FDOT approval of driveways onto Southern Boulevard shall be obtained when individual site plan applications are made to the Town.

5. Acceptable surety for the design, right of way acquisition, construction engineering and inspection costs, as well as the construction for the offsite road improvements as outlined in Condition No. 2 shall be posted with the County Traffic Division prior to or within six months of Development Order Approval. Surety in the amount of 110% shall be based upon a Certified Cost

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 202_-__

Estimate provided by the Developer’s Engineer and approved by the County Engineer. At any time during the duration of the surety the County Engineer shall have the authority to determine that sufficient progress has not been made for any and all required work. In the event such a determination is made, Palm Beach County shall have the right to request funds be drawn for the surety (surety drawn) and Palm Beach County may then complete all required work. The County Engineer shall also have the authority to require that the surety amount be updated to reflect current anticipated costs at any time during the duration of the surety.

6. As per the expected turning movement volumes at the driveways, the following exclusive turn lanes are required:

a. ~~Northbound right turn lane at the southern driveway on B Road. This improvement has been completed~~ COMPLETED.

b. ~~Southbound left turn lane at the northern driveway on B Road. This improvement has been completed~~ COMPLETED.

c. Westbound right-turn lanes at all driveways on Southern Boulevard. Though the amount of turning volumes by itself may not meet the threshold for a right-turn lane on Southern Boulevard driveways, they must be provided due to high speed of traffic at this location.

7. C Road shall be constructed as a continuous 2-lane paved roadway between Southern Boulevard and Tangerine Drive in conjunction with the development of Pod D or F, whichever occurs first. Stormwater attenuation and water quality treatment shall be provided for C Road (Adjacent to the project site) and Tangerine Drive (Within the site) within the onsite stormwater management system. The Town shall be given the right, but not the obligation, to maintain Tangerine Drive and associated drainage facilities.

8. Any future realignment of either or both of the “B” Road access drives, as indicated on the Conceptual Master Plan dated ~~December 30, 2019~~ [INSERT NEW DATE], shall require approval by the Town’s Consulting and Transportation Engineers.

9. ~~A conceptual drainage plan for the entirety of the Groves Town Center PUD, including the provision of legal positive outfall for the Pod A development and the existing temporary drainage pond shall be prepared and approved by the Town Engineer prior to the first certificate of occupancy for Pod A~~ (COMPLETED). Legal positive outfall for future phases or pods of development shall be provided prior to the first certificate of occupancy for each future phase or pod.

10. ~~Prior to issuance of the first building permit, the necessary easements and agreements for legal positive outfall and stormwater attenuation (temporary or permanent) shall be recorded.~~ COMPLETED

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 202_ - __

11. ~~Prior to the first CO for any building, legal positive outfall shall be constructed and certified by the engineer of record allowing discharge from the previously installed temporary drainage area for B Road, as well as all future development.~~ COMPLETED

12. All drainage improvements shall be completed and certified by the engineer of record.

D. LAND CLEARING AND LANDSCAPING

1. Prior to any land clearing activities within any phase or pod, the property owner shall comply with the permit requirements of the Loxahatchee Groves Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal regulations (ULDC Article 87).

2. In conjunction with an initial site plan application for any development phase or pod, the property owner shall submit a Landscape Plan application to the Town for review and approval pursuant to ULDC Article 85 for that phase or pod.

3. Prior to any land clearing activities for any phase or pod, a wetlands determination shall be procured from the South Florida Water Management District and/or U.S. Army Corps of Engineers for that phase or pod. Any proposed impacts upon jurisdictional wetlands shall require permits or authorizations from the South Florida Water Management district or U.S. Army Corps of Engineers.

4. Prior to the permitting of any land clearing, development or earthmoving activities for any phase or pod, a Phase 1 Archaeological Survey of the property shall be completed for that phase or pod.

5. Native plants shall be identified, pursuant to the requirements of the Loxahatchee Groves Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal regulations (ULDC Article 87), and retained to the extent possible.

6. ~~Clearing of Collecting Canal Easement—The Owner shall clear 20 feet along the south side of Collecting Canal in conjunction with construction of the equestrian trail per Condition E.4.~~ COMPLETED

E. ROADWAY EQUESTRIAN TRAILS AND GREENWAYS

1. ~~The equestrian trails depicted on the Conceptual Master Plan dated December 30, 2019 are conceptual. Final trail locations shall be determined during the site plan approval process required in Condition B.2, and shall include a trail segment parallel to Collecting Canal to facilitate Town-wide east-west connectivity. This condition has been complied with.~~ COMPLETED

2. ~~Existing fencing on the west side of “C” Road shall be removed to allow access to the trail within the 300-foot buffer areas depicted on the Conceptual Master Plan dated December 30, 2019.~~ COMPLETED

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 202_ -__

3. ~~The equestrian trail depicted on the Conceptual Master Plan dated December 30, 2019 shall include an equestrian bridge over Collecting Canal at "C" Road to facilitate Town-wide north-south connectivity. Bridge details shall be determined during the site plan approval process required in Condition B.2. This condition has been complied with.~~ COMPLETED

4. ~~Construction of the equestrian trail shall be completed prior to the issuance of the initial Certificate of Occupancy of the first phase of development of Groves Town Center. Construction of the equestrian bridge or culvert over Collecting Canal shall be completed by December 31, 2020.~~ COMPLETED

5. ~~Coincident with construction of the equestrian trail equestrian traffic control devices shall be installed at points where trails cross "B" Road, "C" Road and Collecting Canal.~~ COMPLETED

6. Fencing shall be incorporated on the site plan for any phase of development necessary to separate the equestrian trail from ~~assisted living facility~~ buildings, internal or perimeter roads, and/or parking areas of any other phase of development, as necessary.

7. Equestrian trails shall comply with the Town design and sign guidelines.

8. "Local traffic only" signage, as shall be placed on "B" Road north of the Palm Beach State College entrance. The type and locations of such signage shall be addressed by Conditions of Approval in the site plan for the initial phase of development.

F. ARCHITECTURAL

Architectural elevations for buildings included in a particular phase or pod shall be submitted with the application for site plan approval for that particular phase or pod. A theme from the Town's Rural Vista Guidelines for the entire Groves Town Center development shall be provided with the application for site plan approval for the initial phase or pod. Elevations shall be designed to be consistent with the Town's Rural Vista Guidelines. Architecture in all development phases or pods shall be consistent with the Town's Rural Vista Guidelines.

G. SIGNAGE

~~The initial site plan submittal for any development parcel or pod shall include a master sign program detailing the location, number, colors and size of proposed signage.~~

H. PUD WAIVERS

The Applicant may propose, and the Town Council may consider the following waivers during the site plan approval process for a specific development parcel or pod:

1. Relief from ULDC Section 50-030(D) *Outdoor lighting standards*, Section (5) to allow well-planned outdoor lighting, which meets the intent of the ULDC, between 11:00 p.m. and dawn to help prevent accidents, deter crime and maintain an attractive community environment.

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 202_ - __

2. Relief from ULDC Section 95-100(E) *Wheel stops and curbing* to allow the use of bollards in lieu of wheel stops and/or continuous curbing in certain parking areas to help prevent accidental human injury or property damage.
3. Relief from ULDC Section 95-025 *Size of parking spaces*. To allow the hotel property in the TC Pod to have parking spaces that are 9' wide and 19' long.
4. Relief from ULDC Section 30-035 *Maximum plot size*. To allow the Institutional use of the Town Commons on Pod G to be over the five-acre maximum plot size.

ATTACHMENT 6 – Project Narrative and Justification Statement



Town of Loxahatchee Groves

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

GENERAL DEVELOPMENT APPLICATION

REQUIRED WITH THE FOLLOWING APPLICATIONS:

<input checked="" type="checkbox"/> Site Plan / Land Development Application	<input checked="" type="checkbox"/> Rezoning / PUD Application
<input checked="" type="checkbox"/> Future Land Use Amendment Application Large Scale <input checked="" type="checkbox"/> Small Scale (less than 10 acres) <input type="checkbox"/>	Special Exception Application Category A: <input type="checkbox"/> Category B: <input type="checkbox"/>
Administrative Site Plan Amendment	Plat
Other	ULDC Text Amendments

I. GENERAL DATA

Project Name:	Groves Town Center PUD
Parcel Control No(s).	<ul style="list-style-type: none"> • 41-41-43-31-12-001-0010 • 41-41-43-31-12-001-0020 • 41-41-43-31-12-001-0030 • 41-41-43-31-12-012-0031 • 41-41-43-31-12-012-0032 • 41-41-43-31-12-012-0033 • 41-41-43-31-13-001-0010 • 41-41-43-31-13-001-0020 • 41-41-43-31-13-002-0020 • 41-41-43-31-13-002-0010 • 41-41-43-31-13-002-0030 • 41-41-43-31-13-004-0000 • 41-41-43-31-13-019-0020 • 41-41-43-31-13-000-0031 • 41-41-43-31-13-000-0032 • 41-41-43-31-13-020-0000 • 41-41-43-31-13-012-0000 • 41-41-43-31-13-019-0010 • 41-41-43-31-13-005-0000 • 41-41-43-31-13-019-0031 • 41-41-43-31-13-019-0032 • 41-41-43-31-13-009-0000 • 41-41-43-31-13-003-0010 • 41-41-43-31-13-003-0020 • 41-41-43-31-13-019-0010 • 41-41-43-31-13-006-0000 • 41-41-43-31-13-007-0000

	<ul style="list-style-type: none"> 41-41-43-31-13-019-0010
Parcel Address:	N/A
Parcel Acreage:	89.953 acres
General Control Number– Assigned by Staff:	

II. SITE DATA

Current Land Use:	<p>Existing Conditions: Commercial; Vacant Approved PUD: 103,000 SF Commercial Low; 44,000 SF of Commercial Low, Professional Office, and Medical Office; 128-bed Assisted Living Facility</p>
Current FLU:	Multiple Land Use (MLU)
Current Zoning:	Multiple Use Planned Development District (MUPD)
Proposed Land Use:	103,000 SF Commercial Low and 81 lodging units; 44,000 SF of Commercial Low, Professional Office, and Medical Office; only Town Commons use allowed in Institutional Land Use.
Proposed FLU:	No change
Proposed Zoning:	No change
Frontage:	Southern Blvd, "B" Road, "C" Road
Plat, Subdivision, Legal Lot of Record:	Groves Town Center PUD, Plat Book 128, Page 66 Groves Town Center PUD Amendment No 1, Plat Book 132, Page 134

III. OWNER INFORMATION

	Owner A	Owner B
Owner's Name:	Loxahatchee Equestrian Partners, LLC	Solar Sportsystems, Inc.
Owner's Street Address:	5730 Corporate Way, Suite 120	250 Delaware Avenue, Law Dept. 12th Floor
City, State, Zip:	West Palm Beach, Florida 33407	Buffalo, New York 14202
Phone Number:	305.755.5825	305.755.5828
E-Mail Address:	Matthew.Barnes@wginc.com	Matthew.Barnes@wginc.com

V. AGENT INFORMATION

Agent Name:	Matthew Barnes
Organization/Company:	WGI, Inc.
Agent's Street Address:	2035 Vista Parkway
City, State, Zip:	West Palm Beach, FL, 33411
Phone Number:	(561) 687-2220 (561) 713-1687 (direct)
E-Mail Address:	Matthew.Barnes@wginc.com
Relationship to Property:	Agent

VI. REQUIRED ATTACHMENTS:

A	Legal Description, Warranty Deed and Parcel Control Numbers
B	Certified and Sealed Survey Dated Within One Year
C	Statement of Use and Justification
D	Applicant's Ownership Affidavit
E	Agent Consent Form (This form is available on the Town's webpage)
F	Applicant's Notice Affidavit and Property appraiser Information List

VII. ADDITIONAL APPLICATION(S) SUBMITTED:

APPLICATION	SUBMITTED (Yes/No)	DATE RECEIVED
Abandonment		
Annexation		
Comprehensive Plan Amendment (Large Scale)	Yes (text amendment)	
Comprehensive Plan Amendment (Small Scale)		
Conditional Use		
Plat		
Site Plan	Yes (Pod TC for hotel)	
Site Plan Amendment		
Category A Special Exception		
Category B Special Exception		
Category C Special Exception		
Special Exception Amendment		
Special Exception – Planned Development		

Zoning Map Change		
Zoning Text Change		
Variance		
Other: PUD Amendment	Yes	

Office Use Area

This/these application(s) does/do not become valid until signed by an authorized representative of the Town of Loxahatchee Groves and all fees and receipt acknowledged below:

Date: _____ Application Number(s): _____

Planning and Zoning Official

Date Application Received for processing _____ or Returned _____

Attachment A
Legal Description, Warranty Deed and PCN's

The applicant is required to provide a legal description, Warranty Deed and a list of all included parcel control numbers (PCNs).

ATTACHMENT A

LEGAL DESCRIPTION

All of the Groves Town Center PUD Amendment No. 1 Plat as recorded in Plat Book 134, Pages 134 – 138 of the Official Records of Palm Beach County. Together with Pod A of the Groves Town Center PUD Plat as recorded in Plat Book 66, Pages 66 – 70 of the Official Records of Palm Beach County,



CFN 20070363085
OR BK 21979 PG 0431
RECORDED 07/30/2007 10:27:31
Palm Beach County, Florida
AMT 10.00
Doc Stamp 0.70
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0431 - 432; (2pgs)

W/C TRI-COUNTY FOR:
RECORD & RETURN TO:
PREPARED BY:
GRANTOR:
GRANTEE:

W/C TRI-COUNTY FOR:
RECORD & RETURN TO:
PREPARED BY: ELIZABETH GREATON STEPHANY, Esq.
Greaton and Greaton
P.O. Box 39238
Fort Lauderdale, Florida 33339
Telephone: (954) 561-0313
GRANTOR: WILSON B. GREATON, JR., AS TRUSTEE UNDER THE PROVISIONS
OF AN UNRECORDED TRUST U/A/D 8/08/1989
GRANTEE: LOXAHATCHEE EQUESTRIAN PARTNERS, LLC

This is Not a Public Record

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 27 day of July, 2007, by WILSON B. GREATON, JR., AS TRUSTEE UNDER THE PROVISIONS OF AN UNRECORDED TRUST U/A/D 8/08/1989, Grantor, to LOXAHATCHEE EQUESTRIAN PARTNERS, LLC, whose post office address is c/o Legal Dept., Delaware North Companies, Inc., 40 Fountain Plaza, Buffalo, NY 14202, Grantee:

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) in hand paid by the Grantee for the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Palm Beach and State of Florida, to-wit:

THE SOUTH 1000 FEET OF TRACT 4, BLOCK I, LOXAHATCHEE GROVES, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 12, PAGE 29; SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA, AND LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD (STATE ROAD 80) AS ESTABLISHED BY RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORD BOOK 1005, PAGE 577, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

GRANTOR HEREIN AFFIRMS THAT THE PROPERTY CONVEYED HEREIN IS VACANT LAND AND NOT HIS HOMESTEAD AND THAT HE AND HIS FAMILY RESIDE AT 4510 N.E. 23 AVENUE, FORT LAUDERDALE, FLORIDA 33308.

FOLIO NO. 00-41-43-17-01-804-0030

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above written.

Elizabeth Greaton Stephany
ELIZABETH GREATON STEPHANY
Linda Moller
LINDA MOLLER

Wilson B. Greaton, Jr.
WILSON B. GREATON, JR., AS TRUSTEE
UNDER THE PROVISIONS OF AN UNRECORDED
TRUST U/A/D 8/08/1989
P. O. BOX 39238
FORT LAUDERDALE, FL 33339

STATE OF FLORIDA)
 :ss.
COUNTY OF BROWARD)

Acknowledged before me this 21 day of July, 2007, by
WILSON B. GREATON, JR., AS TRUSTEE UNDER THE PROVISIONS OF AN
UNRECORDED TRUST U/A/D 8/08/1989, who is personally known to me.

Linda Moller
LINDA MOLLER, Notary Public
State of Florida at Large

My Commission No. is:
My Commission Expires:



This is not a Certified copy



CFN 20080380819
OR BK 22911 PG 0821
RECORDED 10/17/2008 12:10.44
Palm Beach County, Florida
AMT 10 00
Doc Stamp 0.70
Sharon R. Bock, CLERK & COMPTROLLER
Pg 0821; (1pg)

Prepared by and return to
LAWRENCE M FUCHS

FUCHS AND JONES, P A
590 Royal Palm Beach Blvd
Royal Palm Beach, FL 33411
561-793-0660
File Number 08-158
Will Call No 80

Parcel Identification No 41-41-43-17-01-805-0010

[Space Above This Line For Recording Data]

Corrective Warranty Deed

(STATUTORY FORM SECTION 689.02 F.S.)

This Indenture made effective the 20th day of June, 2008 between SOUTHERN LOXAHATCHEE GROVES, LLC, a Florida limited liability company whose post office address is 1059 B Road, Loxahatchee, FL 33470 of the County of Palm Beach, State of Florida, grantor*, and SOLAR SPORTSYSTEMS, INC, a New York corporation authorized to do business in the State of Florida whose post office address is 40 Fountain Plaza, Buffalo, NY 14202 of the County of Erie, State of New York, grantee.

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10 00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit

Lot 5, Block "I", Loxahatchee Groves, lying North of State Road 80, according to the plat thereof as recorded in Plat Book 12, Page(s) 29, Public Records of Palm Beach County, Florida, LESS AND EXCEPT that portion for State Road 80, as described in the Order of Taking in O R Book 5463, Page 1126, Public Records of Palm Beach County, Florida

Subject to Restrictions, Reservations and Easements of Record and Ad Valorem Real Property Taxes for 2008 and subsequent years

THIS CORRECTIVE DEED IS TO CORRECT SCRIVENER ERROR OF THE CORPORATE ENTITY TYPE OF THE GRANTEE IN THE ORIGINAL RECORDED WARRANTY DEED AT OFFICIAL RECORD BOOK 22713, PAGE 1486 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA DOCUMENTARY STAMPS WERE PAID AT THE TIME OF THE ORIGINAL RECORDING

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever

* "Grantor" and "Grantee" are used for singular or plural as context requires

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written

Signed, sealed and delivered in our presence

[Signature]
Witness Name MARIBEL SANTIAGO
[Signature]
Witness Name PAMELA M JONES

SOUTHERN LOXAHATCHEE GROVES, LLC, a Florida limited liability company

By Sundar Heeram
SUNDAR HEERAMAN, Managing Member

(Corporate Seal)

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 10th day of October, 2008 by SUNDAR HEERAMAN, Managing Member of SOUTHERN LOXAHATCHEE GROVES, LLC, a Florida limited liability company, on behalf of the corporation. He/she is personally known to me or has produced a driver's license as identification

[Notary Seal]

[Signature]
Notary Public

Printed Name Pamela M. Jones
My Commission Expires Commission # DD418263 Expires May 20, 2009



Doc Stamps (\$42,000.00)



CFN 20080238950
OR BK 22719 PG 1286
RECORDED 06/24/2008 16:00:18
Palm Beach County, Florida
AMT 6,000,000.00
Doc Stamp 42,000.00
Sharon R. Bock, CLERK & CONTROLLE
Page 1286 - 1287; (2pgs)

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Pat Rylee, CLC
PRODUCERS TITLE SERVICES, LLC
1402 ROYAL PALM BEACH BLVD. BUILDING # 300, SUITE D
ROYAL PALM BEACH, FL 33411
Property Appraisers Parcel Identification (Folio) Numbers: 41-41-43-17-01-806-0010

Space above This Line for Recording Data

THIS WARRANTY DEED, made the 20th day of June, 2008 by WELLINGTON PRESBYTERIAN CHURCH, INC., a Florida not for profit corp., whose post office address is 1000 WELLINGTON TRACE, WELLINGTON, FL 33414 herein called the grantor, to SOLAR SPORTSYSTEMS, INC, A FOREIGN FOR PROFIT CORPORATION, whose post office address is 40 FOUNTAIN PLAZA, BUFFALO, NY 14202, hereinafter called the Grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, conveys, releases, conveys and confirms unto the grantee all that certain land situate in PALM BEACH County, State of Florida, viz.:

See Legal Description attached hereto and made a part of hereof known as Exhibit 'A'

Subject to covenants, restrictions, conditions and easements of record, if any.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2007.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Witness #1 Signature

Pat Rylee
Witness #1 Printed Name

[Signature]
Witness #2 Signature

Bonnie L. Taylor
Witness #2 Printed Name

Wellington Presbyterian Church, Inc.,
A Florida Not For Profit Corporation

[Signature]
R. Greg Smith, President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20th day of June, 2008 by R. GREG SMITH, PRESIDENT OF WELLINGTON PRESBYTERIAN CHURCH, INC., who is personally known to me or has produced Drivers License as identification.

SEAL



[Signature]
Notary Public
Bonnie L. Taylor
Printed Notary Name

My Commission Expires

EXHIBIT 'A'

THIS DOCUMENT IS A PUBLIC RECORD OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TRACT 6, BLOCK "I", OF LOXAHATCHEE GROVES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 12, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT:

THAT PORTION FOR STATE ROAD 80, AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORD BOOK 5463, PAGE 1126, AND THAT PORTION OF THE RIGHT-OF-WAY DEED RECORDED IN DEED BOOK 1005, PAGE 577, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

THAT PORTION OF TRACT 6, BLOCK "I", RE-CONVEYED TO GASPAR MORELLO AND ELIZABETH MORELLO, HUSBAND AND WIFE, IN QUIT-CLAIM DEED RECORDED JANUARY 15, 2002, IN OFFICIAL RECORD BOOK 13344, PAGE 953, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE PLATTED EAST LINE OF TRACT 6, BLOCK "I" ACCORDING TO THE PLAT OF LOXAHATCHEE GROVES, AS RECORDED IN PLAT BOOK 12, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD (STATE ROAD 80) ACCORDING TO THE FDOT RIGHT-OF-WAY MAP, SECTION 93120.3528, SHEET 5 OF 13, DATED 1986, THENCE, NORTH 88° 26' 32" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY OF SOUTHERN BOULEVARD, 66.16 FEET; THENCE, NORTH 39° 58' 31" WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF "C" ROAD, ACCORDING TO THE FDOT RIGHT-OF-WAY MAP, 33.14 FEET, TO A POINT OF CURVATURE; THENCE, NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 202.00 FEET AND A CENTRAL ANGLE OF 46° 54' 52", AN ARC LENGTH OF 165.40 FEET TO THE PLATTED EASTERLY LINE OF TRACT 6, BLOCK "I"; THENCE, SOUTH 02° 09' 47" WEST, ALONG THE PLATTED EAST LINE OF TRACT 6, BLOCK "I", 158.23 FEET TO THE POINT OF BEGINNING.

PCN List

- 41-41-43-31-12-001-0010
- 41-41-43-31-12-001-0020
- 41-41-43-31-12-001-0030
- 41-41-43-31-12-012-0031
- 41-41-43-31-12-012-0032
- 41-41-43-31-12-012-0033
- 41-41-43-31-13-001-0010
- 41-41-43-31-13-001-0020
- 41-41-43-31-13-002-0020
- 41-41-43-31-13-002-0010
- 41-41-43-31-13-002-0030
- 41-41-43-31-13-004-0000
- 41-41-43-31-13-019-0020
- 41-41-43-31-13-000-0031
- 41-41-43-31-13-000-0032
- 41-41-43-31-13-020-0000
- 41-41-43-31-13-012-0000
- 41-41-43-31-13-019-0010
- 41-41-43-31-13-005-0000
- 41-41-43-31-13-019-0031
- 41-41-43-31-13-019-0032
- 41-41-43-31-13-009-0000
- 41-41-43-31-13-003-0010
- 41-41-43-31-13-003-0020
- 41-41-43-31-13-019-0010
- 41-41-43-31-13-006-0000
- 41-41-43-31-13-007-0000
- 41-41-43-31-13-019-0010

**Attachment B.
Certified and Sealed Survey Dated Within Two Years**

Copy of most recent recorded plat is substituted for survey

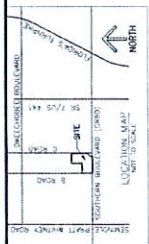
20210437289

134

GROVES TOWN CENTER PUD AMENDMENT NO. 1

BEING A REPEAT OF GROVES TOWN CENTER PUD, LESS TRACT PUD A AND LESS TRACT LDB, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 128, PAGE 66, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

LING IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 41 EAST, THE TOWN OF LOXAHATCHEE GROVES, PALM BEACH COUNTY, FLORIDA



DEDICATION AND RESERVATIONS

1. THE TOWN OF LOXAHATCHEE GROVES, PALM BEACH COUNTY, FLORIDA, HAS HEREBY DEDICATED TO THE PUBLIC THE LANDS SHOWN IN THE ATTACHED PLAT AS BEING NECESSARY FOR THE PROPER DEVELOPMENT AND UTILIZATION OF THE GROVES TOWN CENTER PUD, LESS TRACT PUD A AND LESS TRACT LDB, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 128, PAGE 66, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

2. THE TOWN OF LOXAHATCHEE GROVES, PALM BEACH COUNTY, FLORIDA, HAS HEREBY RESERVED TO ITSELF THE RIGHT TO REVOKE OR AMEND THIS DEDICATION AND RESERVATION AT ANY TIME AND FROM TIME TO TIME.

3. THE TOWN OF LOXAHATCHEE GROVES, PALM BEACH COUNTY, FLORIDA, HAS HEREBY RESERVED TO ITSELF THE RIGHT TO REVOKE OR AMEND THIS DEDICATION AND RESERVATION AT ANY TIME AND FROM TIME TO TIME.

PLAT DATA

TRACT	ACRES	FRONT FEET	DEPTH FEET	AREA FEET
TRACT A	1.23	100	100	10,000
TRACT B	1.23	100	100	10,000
TRACT C	1.23	100	100	10,000
TRACT D	1.23	100	100	10,000
TRACT E	1.23	100	100	10,000
TRACT F	1.23	100	100	10,000
TRACT G	1.23	100	100	10,000
TRACT H	1.23	100	100	10,000
TRACT I	1.23	100	100	10,000
TRACT J	1.23	100	100	10,000
TRACT K	1.23	100	100	10,000
TRACT L	1.23	100	100	10,000
TRACT M	1.23	100	100	10,000
TRACT N	1.23	100	100	10,000
TRACT O	1.23	100	100	10,000
TRACT P	1.23	100	100	10,000
TRACT Q	1.23	100	100	10,000
TRACT R	1.23	100	100	10,000
TRACT S	1.23	100	100	10,000
TRACT T	1.23	100	100	10,000
TRACT U	1.23	100	100	10,000
TRACT V	1.23	100	100	10,000
TRACT W	1.23	100	100	10,000
TRACT X	1.23	100	100	10,000
TRACT Y	1.23	100	100	10,000
TRACT Z	1.23	100	100	10,000

THIS PLAN WAS PREPARED BY
ROBERT L. FARRIS
 ENGINEER
 1000 N. W. 15th Ave., Suite 100
 Fort Lauderdale, FL 33309
 P.L. 134

CAULFIELD, ORIN WHEELER, INC.
 ENGINEERS - PLANNERS
 2000 W. PALM BEACH BLVD., SUITE 100
 BOCA RATON, FLORIDA 33433 (561)332-1001

REVIEWING SURVEYOR
ROBERT L. FARRIS
 ENGINEER
 1000 N. W. 15th Ave., Suite 100
 Fort Lauderdale, FL 33309

STATE OF FLORIDA
 DEPARTMENT OF REVENUE
 DIVISION OF REVENUE SERVICES
 1111 N. W. 15th Ave., Suite 100
 Fort Lauderdale, FL 33309

TITLE CERTIFICATION
 I, the undersigned, being a duly qualified and licensed Surveyor in the State of Florida, do hereby certify that the above described plat is a true and correct copy of the original as filed in my office, and that the same has been duly recorded in the public records of the State of Florida.

DATE: 10/12/2021
 SIGNATURE: [Signature]
 OFFICE: [Address]

MORTGAGEE'S CONSENT
 I, the undersigned, being a duly qualified and licensed Surveyor in the State of Florida, do hereby consent to the above described plat being recorded in the public records of the State of Florida.

DATE: 10/12/2021
 SIGNATURE: [Signature]
 OFFICE: [Address]

ACKNOWLEDGMENT
 I, the undersigned, being a duly qualified and licensed Surveyor in the State of Florida, do hereby acknowledge the above described plat being recorded in the public records of the State of Florida.

DATE: 10/12/2021
 SIGNATURE: [Signature]
 OFFICE: [Address]

APPROVALS, TOWN OF LOXAHATCHEE GROVES
 I, the undersigned, being a duly qualified and licensed Surveyor in the State of Florida, do hereby approve the above described plat being recorded in the public records of the State of Florida.

DATE: 10/12/2021
 SIGNATURE: [Signature]
 OFFICE: [Address]

APPROVALS, TOWN OF LOXAHATCHEE GROVES
 I, the undersigned, being a duly qualified and licensed Surveyor in the State of Florida, do hereby approve the above described plat being recorded in the public records of the State of Florida.

DATE: 10/12/2021
 SIGNATURE: [Signature]
 OFFICE: [Address]

APPROVALS, TOWN OF LOXAHATCHEE GROVES
 I, the undersigned, being a duly qualified and licensed Surveyor in the State of Florida, do hereby approve the above described plat being recorded in the public records of the State of Florida.

DATE: 10/12/2021
 SIGNATURE: [Signature]
 OFFICE: [Address]

APPROVALS, TOWN OF LOXAHATCHEE GROVES
 I, the undersigned, being a duly qualified and licensed Surveyor in the State of Florida, do hereby approve the above described plat being recorded in the public records of the State of Florida.

DATE: 10/12/2021
 SIGNATURE: [Signature]
 OFFICE: [Address]

APPROVALS, TOWN OF LOXAHATCHEE GROVES
 I, the undersigned, being a duly qualified and licensed Surveyor in the State of Florida, do hereby approve the above described plat being recorded in the public records of the State of Florida.

DATE: 10/12/2021
 SIGNATURE: [Signature]
 OFFICE: [Address]

APPROVALS, TOWN OF LOXAHATCHEE GROVES
 I, the undersigned, being a duly qualified and licensed Surveyor in the State of Florida, do hereby approve the above described plat being recorded in the public records of the State of Florida.

DATE: 10/12/2021
 SIGNATURE: [Signature]
 OFFICE: [Address]

APPROVALS, TOWN OF LOXAHATCHEE GROVES
 I, the undersigned, being a duly qualified and licensed Surveyor in the State of Florida, do hereby approve the above described plat being recorded in the public records of the State of Florida.

DATE: 10/12/2021
 SIGNATURE: [Signature]
 OFFICE: [Address]

APPROVALS, TOWN OF LOXAHATCHEE GROVES
 I, the undersigned, being a duly qualified and licensed Surveyor in the State of Florida, do hereby approve the above described plat being recorded in the public records of the State of Florida.

DATE: 10/12/2021
 SIGNATURE: [Signature]
 OFFICE: [Address]

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 SIGNATURE: [Signature]
 OFFICE: [Address]

APPROVALS, TOWN OF LOXAHATCHEE GROVES
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DATE: 10/12/2021
 SIGNATURE: [Signature]
 OFFICE: [Address]

APPROVALS, TOWN OF LOXAHATCHEE GROVES
 I, the undersigned, being a duly qualified and licensed Surveyor in the State of Florida, do hereby approve the above described plat being recorded in the public records of the State of Florida.

DATE: 10/12/2021
 SIGNATURE: [Signature]
 OFFICE: [Address]

APPROVALS, TOWN OF LOXAHATCHEE GROVES
 I, the undersigned, being a duly qualified and licensed Surveyor in the State of Florida, do hereby approve the above described plat being recorded in the public records of the State of Florida.

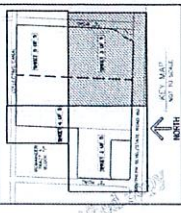
DATE: 10/12/2021
 SIGNATURE: [Signature]
 OFFICE: [Address]

136

GROVES TOWN CENTER PUD AMENDMENT NO. 1

BEING A REPLACEMENT OF THE GROVES TOWN CENTER PUD AMENDMENT NO. 1 PLAT THEREOF RECORDED IN PLAT BOOK 126, PAGE 66, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 41 EAST, THE TOWN OF LAMMATHREE GROVES, PALM BEACH COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY
KENNEDY L. TORRES
CAULFIELD and WHEELER, INC.
ENGINEERS - PLANNERS
1300 S.W. 11th Street, Suite 100
Boca Raton, Florida 33432 - (561) 992-1000
LE 8591



COORDINATES, MARKS AND DISTANCES
ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE SPECIFIED.
ALL ANGLES ARE IN DEGREES AND MINUTES.
ALL BEARINGS ARE TRUE BEARINGS.
ALL CORNERS ARE BENCHMARKS UNLESS OTHERWISE SPECIFIED.
ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE SPECIFIED.
ALL ANGLES ARE IN DEGREES AND MINUTES.
ALL BEARINGS ARE TRUE BEARINGS.
ALL CORNERS ARE BENCHMARKS UNLESS OTHERWISE SPECIFIED.

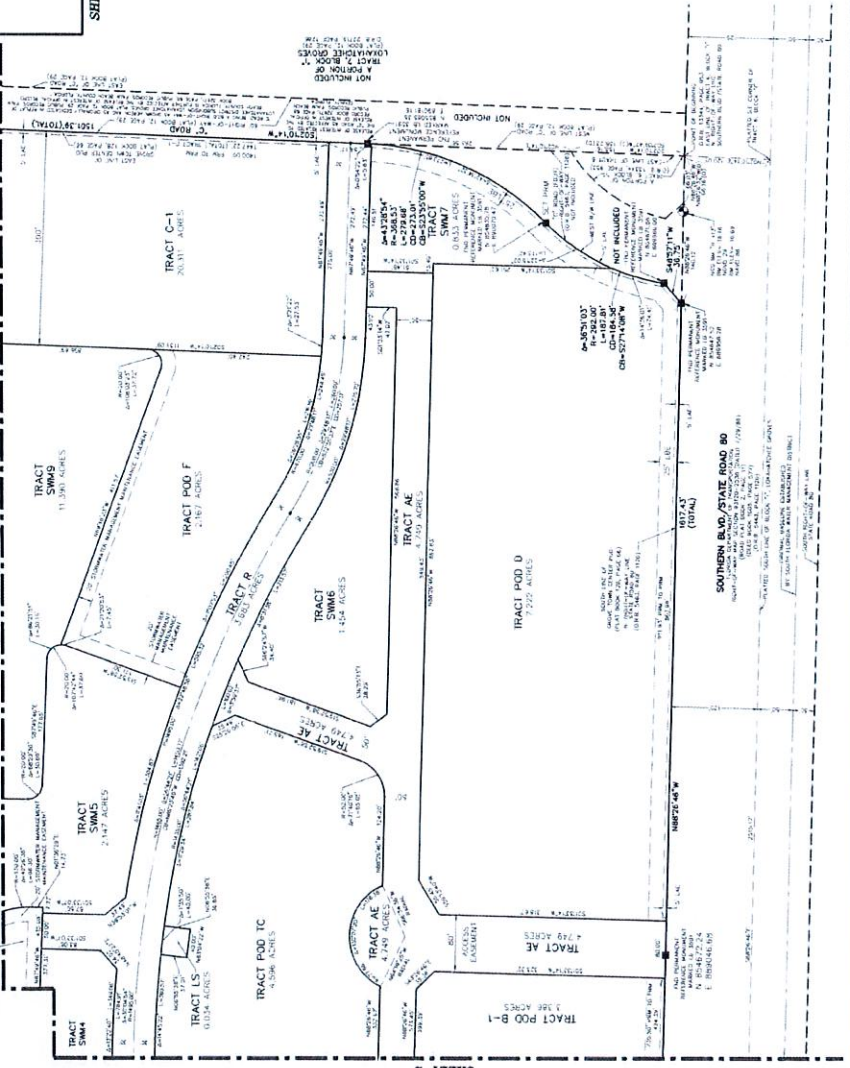
LEGEND
- - - - - UNIMPROVED EASEMENTS
- - - - - EASEMENTS TO BE CREATED BY THIS INSTRUMENT
- - - - - EASEMENTS TO BE EXTENDED BY THIS INSTRUMENT
- - - - - EASEMENTS TO BE TERMINATED BY THIS INSTRUMENT
- - - - - EASEMENTS TO BE MODIFIED BY THIS INSTRUMENT
- - - - - EASEMENTS TO BE REVOKED BY THIS INSTRUMENT
- - - - - EASEMENTS TO BE CONFIRMED BY THIS INSTRUMENT
- - - - - EASEMENTS TO BE REINSTATED BY THIS INSTRUMENT
- - - - - EASEMENTS TO BE AMENDED BY THIS INSTRUMENT
- - - - - EASEMENTS TO BE SUPPLEMENTED BY THIS INSTRUMENT
- - - - - EASEMENTS TO BE REVOKED AND REINSTATED BY THIS INSTRUMENT
- - - - - EASEMENTS TO BE AMENDED AND SUPPLEMENTED BY THIS INSTRUMENT
- - - - - EASEMENTS TO BE REVOKED, REINSTATED, AMENDED AND SUPPLEMENTED BY THIS INSTRUMENT



SHEET 3 OF 5

SHEET 5

SHEET 2



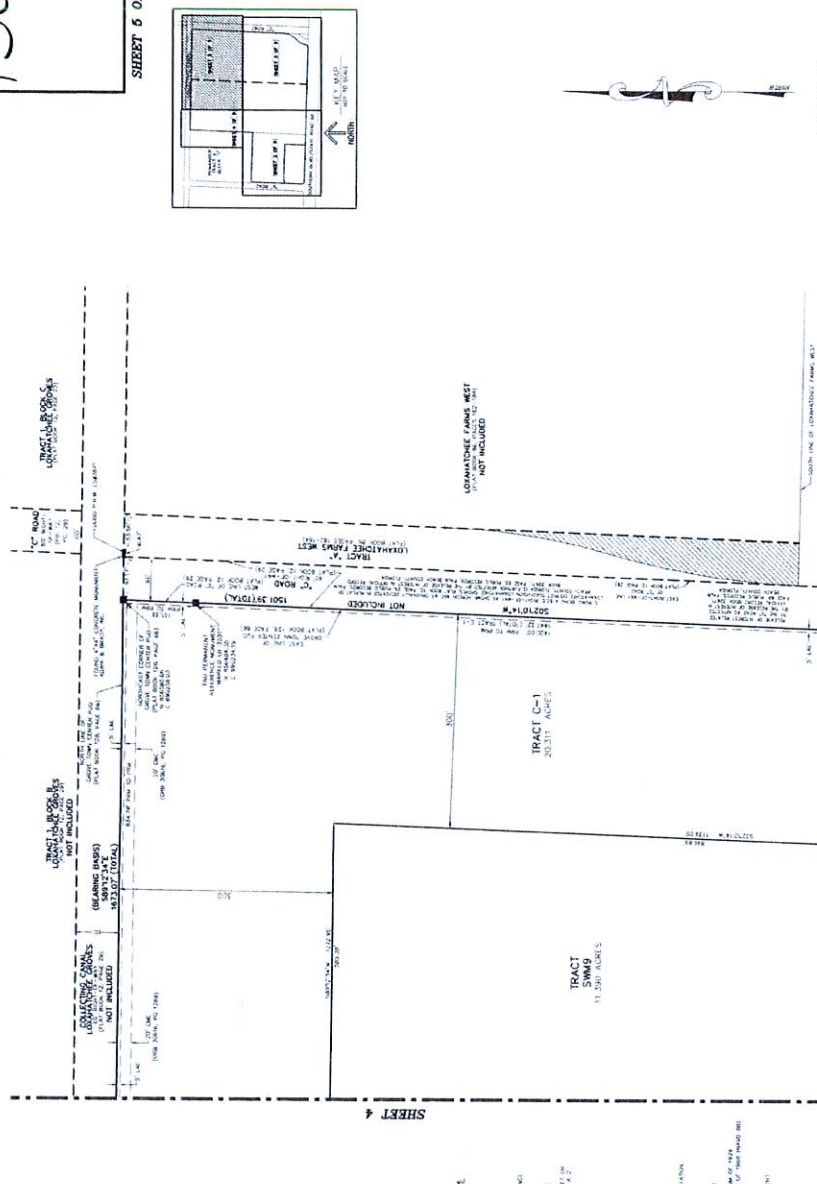
GROVES TOWN CENTER PUD AMENDMENT NO. 1

BEING A REPLACEMENT OF THE PUD AMENDMENT NO. 1 PLAT RECORDED IN PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA
LYING IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 41 EAST, THE TOWN OF LOAHATCHEE GROVES, PALM BEACH COUNTY, FLORIDA

138

SHEET 5 OF 5

THIS INSTRUMENT PREPARED BY
HOMER L. WAINES
CALIFIELD AND WHEELER, INC.
SUITE 200, 7500 WEST PARK DR., SUITE 00A
BOCA RATON, FLORIDA 33433 - (561)992-1991



NOTES:
 1. COMMERCIAL, RESIDENTIAL AND SERVICE USES ARE PERMITTED AS SHOWN ON THE PLAT.
 2. THIS INSTRUMENT IS SUBJECT TO THE PLAT RECORDED IN PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WHICH IS REFERRED TO AS 'THE PLAT'.
 3. THE PLAT IS SUBJECT TO ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS, ORDINANCES AND REGULATIONS.
 4. THE PLAT IS SUBJECT TO ALL APPLICABLE ZONING ORDINANCES AND REGULATIONS.
 5. THE PLAT IS SUBJECT TO ALL APPLICABLE ENVIRONMENTAL REGULATIONS AND REQUIREMENTS.
 6. THE PLAT IS SUBJECT TO ALL APPLICABLE HEALTH, SAFETY AND WELFARE REGULATIONS AND REQUIREMENTS.
 7. THE PLAT IS SUBJECT TO ALL APPLICABLE ENGINEERING AND SURVEYING STANDARDS AND PRACTICES.
 8. THE PLAT IS SUBJECT TO ALL APPLICABLE RECORDING AND FILING REQUIREMENTS AND FEES.
 9. THE PLAT IS SUBJECT TO ALL APPLICABLE TITLING AND CONVEYANCE REQUIREMENTS AND FEES.
 10. THE PLAT IS SUBJECT TO ALL APPLICABLE TAXATION AND FILING REQUIREMENTS AND FEES.

LEGEND:
 - - - - - UNDEVELOPED LAND
 - - - - - UNDEVELOPED TRACTS OF 10 ACRES OR MORE
 - - - - - UNDEVELOPED TRACTS OF 5 ACRES OR MORE
 - - - - - UNDEVELOPED TRACTS OF 1 ACRE OR MORE
 - - - - - UNDEVELOPED TRACTS OF LESS THAN 1 ACRE
 - - - - - UNDEVELOPED TRACTS OF 0.5 ACRES OR MORE
 - - - - - UNDEVELOPED TRACTS OF LESS THAN 0.5 ACRES
 - - - - - UNDEVELOPED TRACTS OF 0.2 ACRES OR MORE
 - - - - - UNDEVELOPED TRACTS OF LESS THAN 0.2 ACRES
 - - - - - UNDEVELOPED TRACTS OF 0.1 ACRES OR MORE
 - - - - - UNDEVELOPED TRACTS OF LESS THAN 0.1 ACRES
 - - - - - UNDEVELOPED TRACTS OF 0.05 ACRES OR MORE
 - - - - - UNDEVELOPED TRACTS OF LESS THAN 0.05 ACRES
 - - - - - UNDEVELOPED TRACTS OF 0.02 ACRES OR MORE
 - - - - - UNDEVELOPED TRACTS OF LESS THAN 0.02 ACRES
 - - - - - UNDEVELOPED TRACTS OF 0.01 ACRES OR MORE
 - - - - - UNDEVELOPED TRACTS OF LESS THAN 0.01 ACRES
 - - - - - UNDEVELOPED TRACTS OF 0.005 ACRES OR MORE
 - - - - - UNDEVELOPED TRACTS OF LESS THAN 0.005 ACRES
 - - - - - UNDEVELOPED TRACTS OF 0.002 ACRES OR MORE
 - - - - - UNDEVELOPED TRACTS OF LESS THAN 0.002 ACRES
 - - - - - UNDEVELOPED TRACTS OF 0.001 ACRES OR MORE
 - - - - - UNDEVELOPED TRACTS OF LESS THAN 0.001 ACRES

WAINES COPY

ATTACHMENT C

STATEMENT OF USE GROVES TOWN CENTER PUD

The proposed Conceptual Master Plan, same as the approved Conceptual Master Plan, establishes a commercial center along Southern Boulevard, providing convenient shopping and access to professional services to the Town's residents. It is designed to complement the rural character of the area and to encourage economic development and job creation. The Conceptual Master Plan is consistent with and implements the Town's approval of Applicant's previous request for a Large Scale Land Use Amendment for the subject property (Ordinance Number 2011-017), which amended the site's Future Land Use designation from Rural Residential to Multiple Land Use, and the most recent PUD modification approved via Ordinance 2019-08.

DEVELOPMENT PROGRAM

Groves Town Center PUD was first approved in 2013 per Ord. 2013-010 following a future land use amendment and rezoning. Two amendments have since been approved in 2018 per Ord. 2018-08 and in 2019 per Ord. 2019-08. The Groves Town Center PUD has been approved for a maximum of 103,000 square feet of commercial low, 44,000 square feet of commercial low professional office and medical office, a 128-bed congregate living facility and a Town Commons use.

The impetus for the requested change to the PUD Master Plan is a shared desire by the Applicant and the Town to remove the congregate living facility land use and allow a lodging use and simultaneously move the Town Commons use within the Master Plan to Pod G, which is the Pod that the congregate living facility is currently allowed on. Market conditions have changed since the PUD was first contemplated in 2011 and it no longer makes economic sense to build a congregate living facility while at the same time the demand for lodging along Southern Blvd in the Town has increased. Furthermore, the location of the proposed lodging use makes more sense in the TC Pod, as opposed to Pod G, which is closer to the existing residential neighborhood on the north side of Collecting Canal Road. As demonstrated on the enclosed map of hotels, the closest hotel to the Town is the Royal Inn Hotel (rated as a 2-star hotel by Google) which is approximately 3.5 miles away to the east. There are only nine hotels west of or adjacent to the Turnpike between Okeechobee Blvd and Lake Worth Road. There is a strong need for a hotel in the western reaches of the County.

The proposed swap of the congregate living facility land use for a lodging land use requires a Text Amendment to Special Policy 1.15.2 of the Future Land Use Element of the Comprehensive Plan because Special Policy 1.15.2 specifically enumerates that the Institutional Land Use category only allows a 128-bed congregate living facility and lodging uses are not mentioned. The other uses allowed in the PUD are not changing.

The proposed Master Plan is still divided into commercial, office and institutional pods consistent with Special Policy 1.15.2 and consistent with the provisions of the Town's Planned Unit Development Ordinance. It provides for interconnectivity among the various parcels within the site.

The other aspects of the PUD Conceptual Master Plan that were previously approved are not changing with this proposed PUD amendment. In other words, the configuration of the PUD Conceptual Master Plan in terms of the development pods and roads remains the same as the previously approved Conceptual Master Plan and Plat. The Conceptual Master Plan provides for natural areas, open space and landscape buffers that achieve the Town's Objectives and Policies and provide consistency with the Town's Rural Vista Guidelines. The Conceptual Master Plan maintains a twenty-five (25) foot wide landscape buffer adjacent to Southern Boulevard and it maintains the three hundred (300) foot buffer predominantly along the northern and eastern boundaries of the site and one hundred (100) foot buffer abutting the western and northern boundary. As per the previously approved site plan for the equestrian trail (Resolution 2018-84) a ten (10) foot wide equestrian trail has been constructed within the one hundred (100) foot and three hundred (300) foot buffers.

A site plan for the Town Commons use on Pod G has also been submitted. Parking for the Town Commons is proposed to occur on stabilized grass or gravel areas. The revised Master Plan provides a connection from the equestrian trail to the Town Commons so that people could ride their horses to events in the Town Commons.

Same as before, each proposed Pod within the project will be subject to individual site plan approval processes for individual users, allowing the Applicant and the Town to achieve further compliance with the Town's Rural Vista Guidelines and Land Development Regulations. This will assure that the appropriate setbacks, buffers, building designs, architectural treatments, pedestrian amenities, and other such features are incorporated within the site to further preserve, promote and reflect the Town's rural character.

The Applicant acknowledges that the project is subject to the permitting requirements of the Town's Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal Ordinance and intends, to the fullest extent possible, to plan the project around the existing tree canopy, which shall preserve the natural beauty of the existing eco-system, consistent with the Town's objectives and the Rural Vista Guidelines.

The total proposed floor area of the uses in the proposed Conceptual Master Plan is the same as the approved Master Plan, which is 103,000 square feet of commercial low retail and 44,000 square feet of commercial low professional and medical office.

Nothing in the proposed revisions to the Conceptual Master Plan affects what was previously approved for Pod A via Resolution 2018-83.

Existing Uses of Adjacent Lands

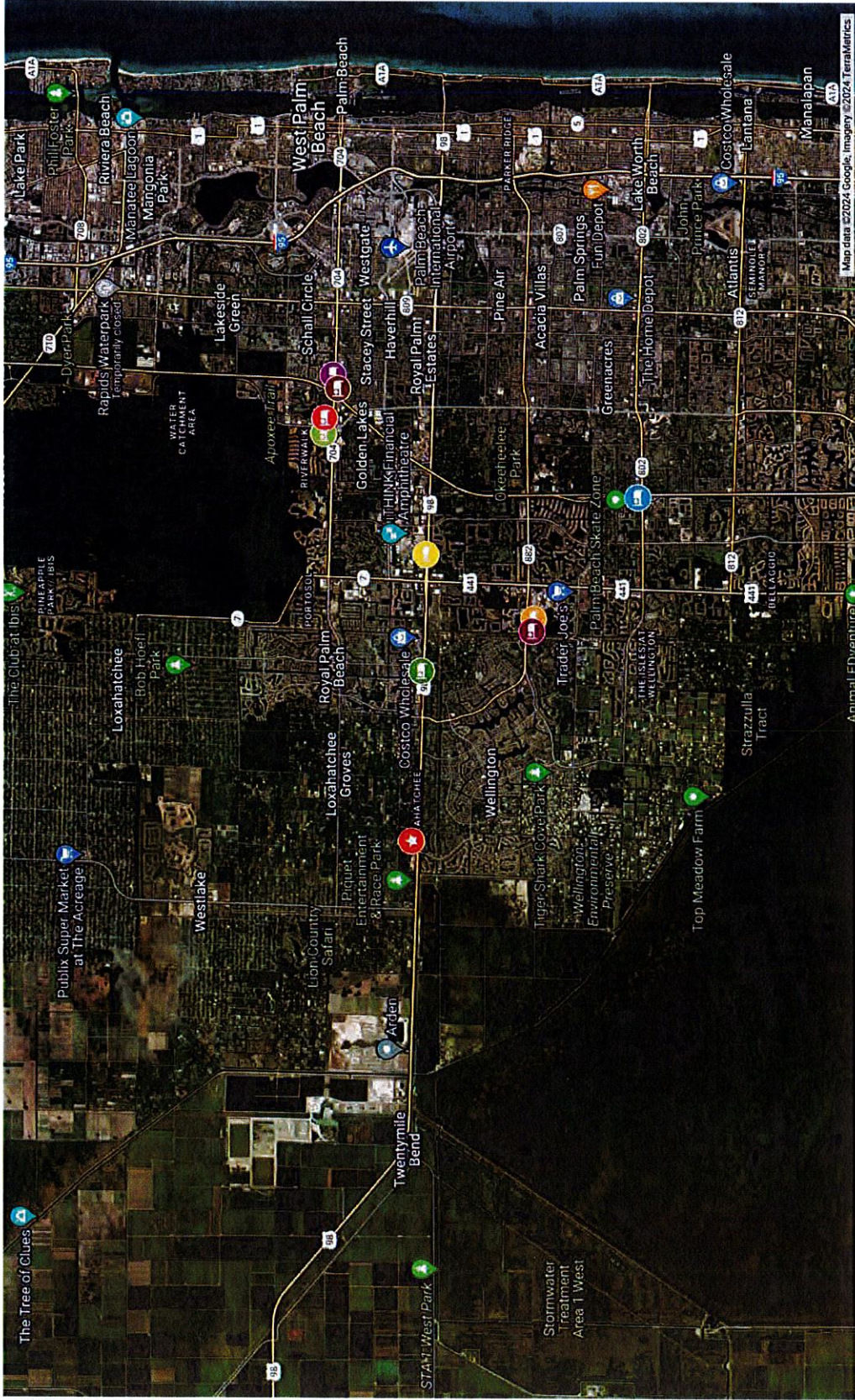
To the south of the Groves Town Center is property within the Village of Wellington that is used as an elementary school and single-family residential.

To the west of the Groves Town Center, on the west side of B Road is a shopping center and on the east side of B Road are three properties whose uses range from Ag Equestrian to Miscellaneous Ag.

To the north of the Groves Town Center are six single-family homes.

To the east of the Groves Town Center is one single-family home and numerous vacant, undeveloped parcels.

Hotels Near Loxahatchee FL



- Hotels**
- (122 Rooms) Hampton Inn & Suites Wellington
 - (104 Rooms) Hampton Inn West Palm Beach-Lake Worth-Turnpike
 - (107 Rooms) Fairfield Inn & Suites by Marriott Wellington-West Palm Beach
 - (60 Rooms) Pioneer Inn
 - (103 Rooms) Royal Inn Hotel
 - (125 Rooms) Fairfield Inn & Suites by Marriott West Palm Beach
 - (122 Rooms) WoodSpring Suites West Palm Beach
 - (114 Rooms) La Quinta Inn by Wyndham West Palm Beach - Florida Turnpike
 - (110 Rooms) Hampton Inn West Palm Beach Florida Turnpike
 - (91 Rooms) Groves Town-Center Hotel

**JUSTIFICATION STATEMENT
GROVES TOWN CENTER
PUD Amendment, Rezoning, and Comprehensive Plan Text Amendment**

REQUEST

On behalf of the Applicant, WGI is requesting the following:

- **Rezoning and PUD Amendment** to change the 128-bed congregate living facility use to a 81-room hotel, to relocate the Town Commons from Pod TC to Pod G, change the uses in Pod TC to lodging and commercial, reflect supplemental changes to the master plan in order to match the plat and other issued permits and amend conditions of approval of the Master Plan Ordinance; and
- **Comprehensive Plan Text Amendment** to change Special Policy 1.15.2 to reflect the change of permitted uses from a 128-bed congregate living facility to a 81-bedroom hotel.

SITE CHARACTERISTICS

Groves Town Center PUD is a 90-acre planned unit development with a future land use designation of Multiple Land Use (MLU) and a Zoning classification of Multiple Use Planned Development (MUPD). It is on the northeast corner of southern Boulevard and “B” Road and fronts three roads – Southern Boulevard, “B” Road, and “C” Road. It is comprised of 29 parcels listed in Table 1. The majority of the PUD is vacant with the exception of the southwest corner, where construction has begun on the first two commercial pods.

Figure 1. Aerial of the subject site





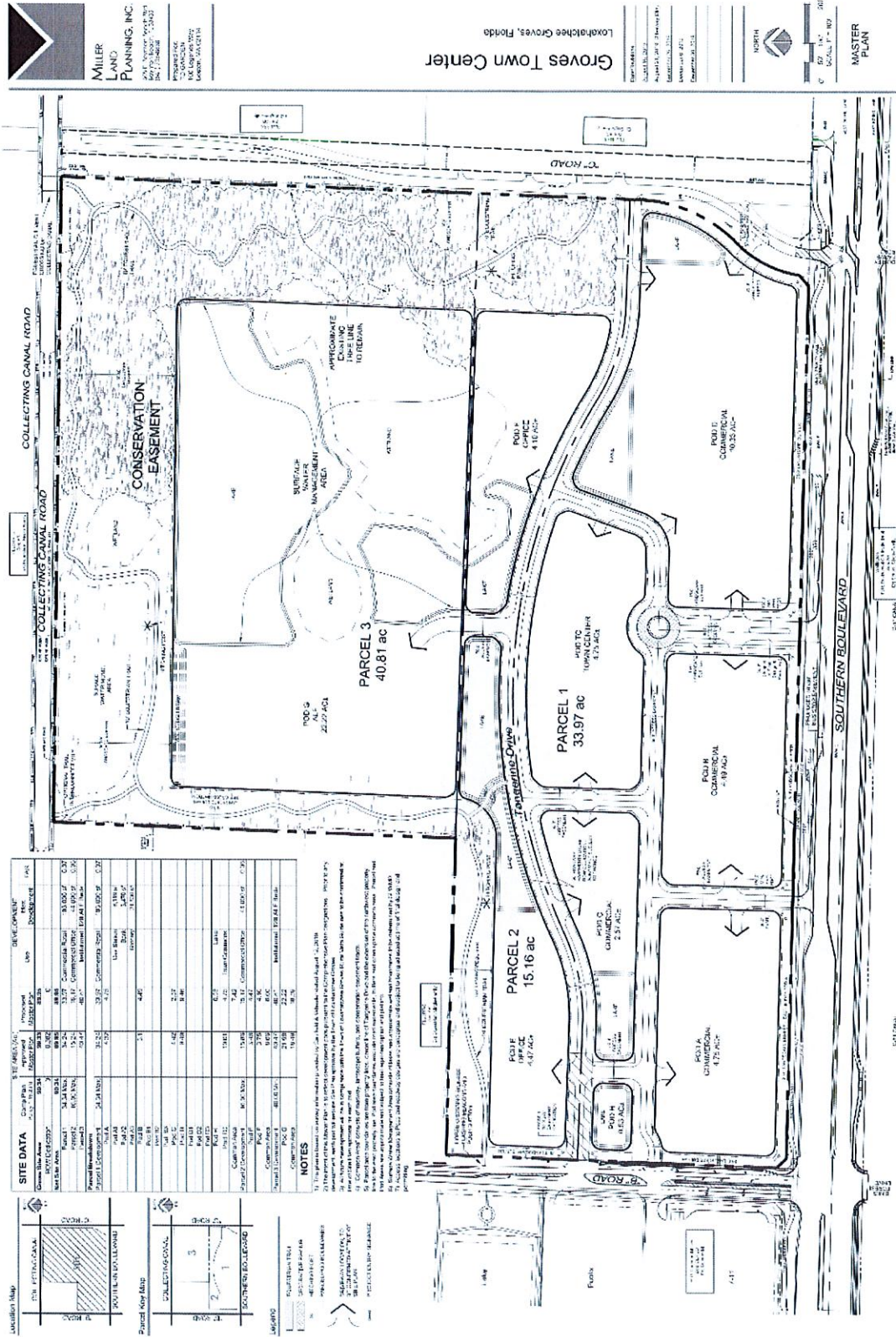
Table 1. Parcel IDs	
Tract/Pod*	PCN
Pod A	41-41-43-31-12-001-0010
	41-41-43-31-12-001-0020
	41-41-43-31-12-001-0030
Tract LB3	41-41-43-31-12-012-0031
	41-41-43-31-12-012-0032
	41-41-43-31-12-012-0033
Tract AE	41-41-43-31-13-001-0010
	41-41-43-31-13-001-0020
Tract Pod B-2	41-41-43-31-13-002-0020
Tract Pod B-1	41-41-43-31-13-002-0010
	41-41-43-31-13-002-0030
Tract Pod D	41-41-43-31-13-004-0000
Tract SWM 10	41-41-43-31-13-019-0020
Tract SWM 2	
Tract Pod C	41-41-43-31-13-000-0031
	41-41-43-31-13-000-0032
Tract Pod TC	41-41-43-31-13-020-0000
Tract LS	41-41-43-31-13-012-0000
Tract SWM 6	41-41-43-31-13-019-0010
Tract SWM 7	
Tract SWM 9	
Tract SWM 4	
Tract SWM 1	
Tract Pod E	
Tract SWM 3	41-41-43-31-13-019-0031
	41-41-43-31-13-019-0032
Pod I	41-41-43-31-13-009-0000
Tract C-1	41-41-43-31-13-003-0010
	41-41-43-31-13-003-0020
Tract SWM 5	41-41-43-31-13-019-0010
Tract Pod F	41-41-43-31-13-006-0000
Tract Pod G	41-41-43-31-13-007-0000
Tract SWM 8	41-41-43-31-13-019-0010

*Tract/Pod names are as provided in the *Groves Town Center PUD Plat* and the *Groves Town Center Amendment No. 1 Plat*

DEVELOPMENT PROGRAM

Groves Town Center PUD was first approved in 2013 per Ord. 2013-010 following a future land use amendment and rezoning. Two amendments have since been approved in 2018 per Ord. 2018-08 and in 2019 per Ord. 2019-08. Figure 2. is the most recently approved Master Plan. Per Ord. 2019-08 and *Special Policy 1.15.2* of the Town of Loxahatchee Groves Comprehensive Plan, the Groves Town Center PUD has been approved for a maximum of 103,000 square feet of commercial low, 44,000 square feet of commercial low professional office and medical office, a 128-bed congregate living facility and a Town Commons use.

Figure 2. Existing Groves Town Center Master Plan



The proposed amendment removes the 128-bed congregate living facility from Pod G and replaces it with a 81-room hotel in Pod TC and relocates the Town Commons use from Pod TC to Pod G as shown in Figure 3. The proposed amendment will also amend *Special Policy 1.15.2* of the Town’s Comprehensive Plan to remove the 128-bed congregate living facility and add a 81-room hotel to the criteria of the Policy.

The change of use from congregate living facility to hotel and relocation of the Town Commons is consistent with the original Future Land Use Amendment approved via Ord. 2011-017 to change the Future Land Use of Groves Town Center from Rural Residential to Multiple Land Use, the Town’s objectives and policies, Rural Vista Guidelines, and PUD’s intent of establishing a commercial center along Southern Boulevard. The hotel will provide lodging for visitors with access to surrounding commercial uses along Southern Boulevard and equestrian facilities in the Town and neighboring communities. Its location in Pod TC means that visitors can easily access commercial uses in surrounding commercial pods, which will promote commercial and economic growth along the Southern Blvd corridor where such growth is directed. By continuing to direct commercial growth along Southern Blvd, the Town’s agricultural and rural character away from Southern Blvd will be protected. Data has been collected and submitted that shows on a per room basis a hotel is a smaller building than a congregate living facility. Therefore, a 81-room hotel compared to a 128-bed congregate living facility would typically be a smaller building.

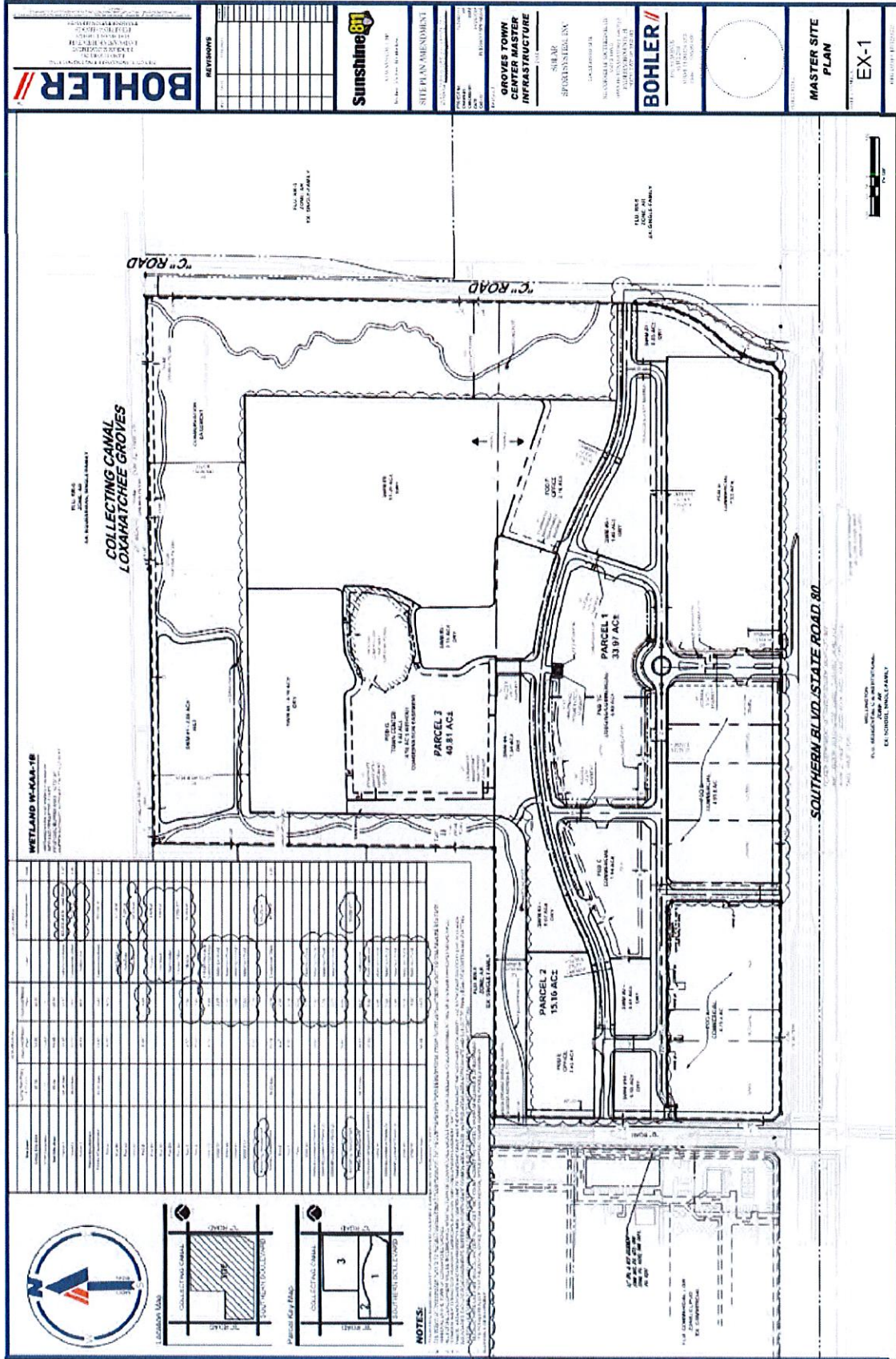
The following are the proposed changes to the conditions of approval for the PUD Master Plan ordinance:

- A.2 Insert new date of Master Plan and new application number
- A.3 Insert new date of Master Plan
- B.1 Change 128-bed assisted living facility to 81-room hotel and insert new date of Master Plan
- B.2 Delete condition because a site plan for the equestrian trails was approved
- B.4 Delete condition because the plat was recorded
- B.7 Delete condition because the improvement agreement was approved
- B.9 Change Pod TC to Pod G and insert new date of the Town Commons site plan
- B.10 Delete condition because Town Council approved the Stormwater Management Area
- C.1 Change the buildout date to reflect the most recent extension of the buildout date
- C.2 Note two items as having been completed
- C.6.a Delete condition because the item has been completed
- C.6.b Delete condition because the item has been completed
- C.8 Insert new date of Master Plan
- C.9 Noting that the conceptual drainage plan for the entire PUD as been completed
- C.10 Delete the condition because it has been completed
- C.11 Delete the condition because it has been completed
- D.6 Delete the condition because it has been completed
- E.1 Delete the condition because it has been completed
- E.2 Delete the condition because it has been completed
- E.3 Delete the condition because it has been completed
- E.4 Delete the condition because it has been completed
- E.5 Delete the condition because it has been completed
- E.6 Remove reference to assisted living facility
- G. Delete the condition because a master sign plan is not being contemplated any longer



- H.3 Add waiver to allow the hotel to have parking spaces that are 9' wide and 19' long and to have ADA accessible parking spaces that meet the federal requirements for size in lieu of the Town's larger dimensions for ADA spaces
- H.4 Add waiver to allow the Institutional use of the Town Commons on Pod G to exceed the maximum plot size of five acres

Figure 3. Proposed Groves Town Center Master Plan





CONSISTENCY WITH REZONING CRITERIA

Per Sec. 160-020 of Loxahatchee Grove’s Unified Land Development Code, the following criteria have been met:

- **The request is consistent with the Town's Comprehensive Plan:**
 - *Goal 1: Loxahatchee Groves will continue to protect its natural environment and rural character in the midst of an urbanizing region. The Town will continue to be a rural residential and agricultural community that has a great respect for lifestyle choices balanced with historical community needs.*

The requests for a change of use and relocation of the Town Center maintains the protection of the Town’s natural environment and rural character by putting the commercial lodging use closer to Southern Blvd and putting the institutional use of the Town Commons in Pod G, which is closer to the back of the PUD.

- *Objective 1.1: The Town shall designate future land uses with appropriate uses, densities and intensities that will protect residential and agricultural land uses and encourage limited economic development.*

The requests propose appropriate uses and intensities. Market conditions have changed since the PUD was first contemplated in 2011 and it no longer makes economic sense to build a congregate living facility while at the same time the demand for lodging along Southern Blvd in the Town has increased. Furthermore, the location of the proposed lodging use makes more sense in the TC Pod, as opposed to Pod G, which is closer to the existing residential neighborhood on the north side of Collecting Canal Road.

- *Objective 1.2: The Town shall support development of rural-style commercial center along the Southern Boulevard Corridor.*

The requests support a rural-style commercial center along the Southern Boulevard Corridor. As with all development within the Groves Town Center PUD, the hotel will follow the Town’s Rural Vista Design Guidelines.

- *Policy 1.12.3: The Town shall encourage development of a rural-style commercial center along the Southern Boulevard Corridor to provide a center of accessible shopping, recreation, and employment opportunities for Loxahatchee Groves’ residents.*

The requests further the development of a rural-style commercial center along the Southern Boulevard Corridor to provide a center of accessible shopping, recreation, employment and now lodging opportunities for the Town’s residents and visitors.

- **The request would not give privileges not generally extended to similarly situated property in the area, or result in an isolated district unrelated to adjacent or nearby districts:**

The requests do not give privileges not generally extended to similarly situated property in the area or result in an isolated district unrelated to adjacent or nearby districts.



- **An error or ambiguity must be corrected:**

The congregate living facility use was not favored by the Town or the Applicant, therefore, the request for a change of use from congregate living facility to hotel addresses this ambiguity.

- **That there exists changed or changing conditions which make approval of the request appropriate:**

Market conditions have changed since the PUD was first contemplated in 2011 and it no longer makes economic sense to build a congregate living facility while at the same time the demand for lodging along Southern Blvd in the Town has increased.

- **That substantial reasons exist why the property cannot be used in accordance with the existing zoning:**

Market conditions have changed since the PUD was first contemplated in 2011 and it no longer makes economic sense to build a congregate living facility while at the same time the demand for lodging along Southern Blvd in the Town has increased. Neither the Town nor the Applicant desire to have a congregate living facility in the PUD.

- **That the rezoning is appropriate for the orderly development of the Town and is compatible with existing and conforming adjacent land uses and planned adjacent land uses:**

The location of the proposed lodging use makes more sense in the TC Pod, as opposed to Pod G, which is closer to the existing residential neighborhood on the north side of Collecting Canal Road.

CONCLUSION

The proposed PUD amendment, Rezoning, and Comprehensive Plan Text Amendment are all consistent with the Town of Loxahatchee Groves Comprehensive Plan and Rezoning criteria. The change of use from a 128-bed congregate living facility to 81-room hotel and relocation of the Town Commons to Pod G and transformation of Pod TC into Lodging and Commercial uses will continue to establish a rural commercial center along Southern Boulevard while protecting the rural and agricultural character of the Town. Based on this justification, Applicant respectfully requests approval of a **Rezoning** and **PUD Amendment** to change the congregate living facility use to a lodging use and to relocate the Town Commons use to Pod G and change the uses in Pod TC to lodging and commercial and a **Comprehensive Plan Text Amendment** to amend *Special Policy 1.15.2* to reflect the change of use from the 128-bed congregate living facility to a 81-room hotel.

Sincerely,

Matthew Barnes, AICP
Senior Project Manager

Attachment D
Owner/Applicant Affidavit

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME THIS DAY PERSONALLY APPEARED Matthew Barnes, WHO BEING DULY SWORN, DEPOSES AND SAYS THAT:

1. He/she is the owner, or the owner's authorized Applicant, of the real property legally described in Attachment A;
2. He/she understands any application fee(s) is/are non-refundable and in no way guarantees approval of the request;
3. The statements within the application are true, complete and accurate;
4. He/she understands that all information within the application is subject to verification by Town staff;
5. He/she understands that false statements may result in denial of the application; and
6. He/she understands that he/she may be required to provide additional information and fees within a prescribed time period and that failure to provide the information and fees within the prescribed time period may result in the denial of the application.

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me this 29th day of September 2023 by Matthew Barnes (Name of Person Acknowledging) who is personally known to me or who has produced (type of identification) as identification and who did/did not take an oath.

[Signature]
(Signature of Person Taking Acknowledgement)

Alicia Joseph
(Name of Acknowledger Typed, Printed or Stamped)

Notary
(Title or Rank)

HH118672
(Serial Number, if any)

[Signature]
Applicant's Signature

Matthew Barnes
Applicant's Name (Print)

2035 Vista Parkway
Street Address

West Palm Beach, FL, 33411
City, State, Zip Code

(561) 713 1687
Telephone



Attachment E Agent Consent Form

STATE OF New York
COUNTY OF Erie

BEFORE ME THIS DAY PERSONALLY APPEARED Daniel J. Zimmer, WHO BEING DULY SWORN, DEPOSES AND SAYS THAT:

- A. He/she is the owner of the real property legally described in Attachment A;
- B. He/she authorizes and designates WGI, Inc. and Bohler Engineering to act in his/her behalf for the purposes of seeking the following approvals for the real property legally described in Attachment A;
 - 1. PUD modification
 - 2. Comprehensive Plan Text Amendment
 - 3. Site Plan
- C. He/she has examined the above listed application(s) and he/she understands how the proposed change may affect the real property legally described in Attachment A.

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me this 10 day of October, 2023 by Daniel J. Zimmer (Name of Person Acknowledging) who is personally known to me or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

Marilyn B. Rochwarger
(Signature of Person Taking Acknowledgement)

Solar Sportsystems, Inc.
By: [Signature]
Owner's Signature

(Name of Acknowledger Typed, Printed or Stamped)

Daniel J. Zimmer
Owner's Name (Print)

(Title or Rank)

250 Delaware Avenue
Street Address

(Serial Number, if any)

MARILYN B. ROCHWARGER
No. 01RO4639925
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 03/30/2026

Buffalo, NY 14202
City, State, Zip Code

(Notary's Seal)

(716) 858-5208
Telephone

Attachment F.
Applicant's Notice Affidavit and Property Appraiser List

STATE OF FLORIDA
COUNTY OF PALM
BEACH

BEFORE ME THIS DAY PERSONALLY APPEARED Matthew Barnes WHO
BEING DULY SWORN, DEPOSES AND SAYS THAT:

1. He/she is the owner, or the owner's authorized agent, of the real property legally described in Attachment A;
2. The accompanying Property Owners List is, to the best of his/her knowledge, a complete and accurate list of all property owners, mailing addresses and property control numbers as recorded in the latest official tax rolls for all property within one thousand (1000) feet of the real property described in Attachment A, or all property within one thousand (1000) feet of all contiguous property owned whole or in part by the owner of the real property described in Attachment A, if applicable; and
3. He/she will cause the real property described in Attachment A to be posted with a notice of public hearing on a sign provided by the Town in accordance with the requirements of Article 115 of the Town's Unified Land Development Code.

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me this 29th day of September, 2023 by Matthew Barnes (Name of Person Acknowledging) who is personally known to me or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

[Signature]
(Signature of Person Taking Acknowledgement)

Matthew Barnes
Applicant's Signature

Alicia Joseph
(Name of Acknowledger Typed, Printed or Stamped)

Matthew Barnes
Applicant's Name (Print)

Notary
(Title or Rank)

2035 Vista Parkway
Street Address

HH 118672
(Serial Number, if any)

West Palm Beach, FL, 33411
City, State, Zip Code

(Notary's Seal)



ALICIA JOSEPH
Commission # HH 118672
Expires April 19, 2025
Bonded Thru Budget Notary Services

(561) 713 1687
Telephone



Transportation Consultants

601 Heritage Drive, Suite 493
Jupiter, FL 33458
(561) 296-9698

April 9, 2024
Revises September 26, 2024

Mr. Daniel J. Zimmer
Solar Sportsystems, Inc.
250 Delaware Avenue
Buffalo, NY 14202

Re: Groves Town Center Hotel - #PTC23-086

Dear Mr. Zimmer:

The purpose of this letter is to provide a traffic statement for the above referenced project. It is proposed to develop a 81-room hotel within the approved Groves Town Center located in the northeast quadrant of Southern Boulevard and B Road in the Town of Loxahatchee Groves. Access and the buildout year for the site will remain the same. The Parcel Control Number (PCN) for this Site is: 41-41-43-31-13-002-0010. **Attachment 1** provides a summary of the Site Plan submittals to date within Groves Town Center.

A trip generation analysis was conducted using the newest Palm Beach County and ITE, Trip Generation, 11th Edition trip generation rates. The trip generation for the overall Master Plan uses is provided on **Attachment 2A**. **Attachment 2B** provides the cumulative trip generation for the approved and proposed site plans. **Attachment 2C** shows the trips remaining for the Groves Town Center project. It is demonstrated that the trips associated with the approved and proposed site plans do not exceed the approved thresholds for the Groves Town Center project. With no increase above the approved trip thresholds, the requirements of the Traffic Performance Standards have been met.

Please contact me at atroutroutman@pindertroutman.com if you have any questions or need any additional information.

Sincerely,

Andrea M. Troutman, P.E.
President

Attachments

Andrea M. Troutman, State of Florida, Professional Engineer, License No. 45409

This item has been electronically signed and sealed by Andrea M. Troutman, P.E. on 9/26/24 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Attachment 1
Groves Town Center Hotel
Submittals to Date

Name	Land Use	ITE Code	Intensity	
Wawa	Gas Station w/ C-Store (FP/ SF)	FDOT	16	6,119
Culver's	Fast Food Rest. With DT	934	4,479 SF	
Aldi	Shopping Center w/Sup Market	821	21,730 SF	
Auto Zone	Shopping Center w/Sup Market	821	7,381 SF	
Dental Office	Medical Office	720	4,200 SF	
Car Wash	Carwash (Automated)	PBC	1 Lane	
PBOI	Medical Office	720	20,200 SF	
Hotel*	Hotel	310	81 Rooms	

* Current Request.

Attachment 2A
Groves Town Center Hotel
Trip Generation - Approved Master Plan

DAILY

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In	Total Trips			Internal Trips		External Trips			Pass-by Trips (1)		New Trips	
					In	Out	Trips	Trips	%	In	Out	Trips	In	Out	Trips	
Congregate Care Facility	253	128 DUs	2.21 / DU	50%	283	28	10%	255	-	0%						255
General Office (10k-250k SF)	710	23,000 SF	10.84 / 1000 SF	50%	249	25	10%	224	22	10%	22	22	10%			202
Medical Office	720	21,000 SF	T = 42.97(X) - 108.01	50%	794	79	10%	715	72	10%						643
Shop Plaza (40-150k) w/ Sup Market	821	92,149 SF	94.49 / 1000 SF	50%	8,707	522	6%	8,185	3,192	39%						4,993
Drive-In Bank	912	3,600 SF	100.35 / 1000 SF	50%	361	36	10%	325	153	47%						172
Gas Station w/ C-Store (FP/ SF)	FDOT	16 7,251	T = 14.3 X PM Trips	50%	4,419	354	8%	4,065	2,480	61%						1,585
TOTAL					14,813	1,044	7.0%	13,769	5,919							7,850

AM PEAK HOUR

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In	Total Trips			Internal Trips		External Trips			Pass-by Trips (1)		New Trips		
					In	Out	Trips	Trips	%	In	Out	Trips	In	Out	Trips		
Congregate Care Facility	253	128 DUs	0.08 / DU	58%	6	4	10	1	10%	6	3	9	-	0%	6	3	9
General Office (10k-250k SF)	710	23,000 SF	1.52 / 1000 SF	88%	31	4	35	4	10%	29	2	31	3	10%	26	2	28
Medical Office	720	21,000 SF	3.10 / 1000SF	79%	51	14	65	7	10%	47	11	58	6	10%	42	10	52
Shop Plaza (40-150k) w/ Sup Market	821	92,149 SF	3.53 / 1000 SF	62%	202	123	325	20	6%	192	113	305	119	39%	117	69	186
Drive-In Bank	912	3,600 SF	9.95 / 1000 SF	58%	21	15	36	4	10%	19	13	32	15	47%	10	7	17
Gas Station w/ C-Store (FP/ SF)	FDOT	16 7,251	T = 12.3(FP) + 15.5(X)	50%	155	154	309	22	7%	144	143	287	175	61%	56	56	112
TOTAL					466	314	780	58	7.4%	437	285	722	318		257	147	404

PM PEAK HOUR

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In	Total Trips			Internal Trips		External Trips			Pass-by Trips (1)		New Trips		
					In	Out	Trips	Trips	%	In	Out	Trips	In	Out	Trips		
Congregate Care Facility	253	128 DUs	0.18 / DU	49%	11	12	23	2	10%	10	11	21	-	0%	10	11	21
General Office (10k-250k SF)	710	23,000 SF	1.44 / 1000 SF	17%	6	27	33	3	10%	5	25	30	3	10%	5	22	27
Medical Office	720	21,000 SF	3.93 / 1000 SF	30%	25	58	83	8	10%	21	54	75	8	10%	19	48	67
Shop Plaza (40-150k) w/ Sup Market	821	92,149 SF	9.03 / 1000 SF	48%	399	433	832	50	6%	374	408	782	305	39%	228	249	477
Drive-In Bank	912	3,600 SF	21.01 / 1000 SF	50%	38	38	76	8	10%	34	34	68	32	47%	18	18	36
Gas Station w/ C-Store (FP/ SF)	FDOT	16 7,251	T = 12.3(FP) + 15.5(X)	50%	155	154	309	31	10%	139	139	278	170	61%	54	54	108
TOTAL					634	722	1,356	102	7.5%	583	671	1,254	518		334	402	736

(1) Source: Palm Beach County Traffic Division and ITE Trip Generation, 11th Edition.

Attachment 2B
Groves Town Center Hotel
Trip Generation - Approved & Proposed Site Plans

DAILY

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In	Total Trips			Internal Trips		External Trips			Pass-by Trips (1)		New Trips		
					In	Out	Trips	Trips	%	In	Out	Trips	In	Out	Trips		
Hotel	310	81 Rooms	7.99 / Room	50%			647	65	10%			582	58	10%			524
Medical Office	720	24,400 SF	T = 42.97(X) - 108.01	50%			940	94	10%			846	85	10%			761
Shop Plaza (40-150k) w/ Sup Market	821	29,111 SF	94.49 / 1000 SF	50%			2,751	165	6%			2,586	1,009	39%			1,577
Fast Food Rest. With DT	934	4,479 SF	467.48 / 1000 SF	50%			2,094	209	10%			1,885	924	49%			961
Gas Station w/ C-Store (FP/ SF)	FDOT	16 6,119	T = 14.3 X PM Trips	50%			4,176	334	8%			3,842	2,344	61%			1,498
Carwash (Automated)	PBC	1 Lane	166 / Lane	50%			166	17	10%			149	-	0%			149
TOTAL							10,774	884	8.2%			9,890	4,420				5,470

AM PEAK HOUR

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In	Total Trips			Internal Trips		External Trips			Pass-by Trips (1)		New Trips		
					In	Out	Trips	Trips	%	In	Out	Trips	In	Out	Trips		
Hotel	310	81 Rooms	0.46 / Room	56%	21	16	37	4	10%	19	14	33	3	10%	17	13	30
Medical Office	720	24,400 SF	3.10 / 1000SF	79%	60	16	76	8	10%	56	12	68	7	10%	50	11	61
Shop Plaza (40-150k) w/ Sup Market	821	29,111 SF	3.53 / 1000 SF	62%	64	39	103	6	6%	61	36	97	38	39%	37	22	59
Fast Food Rest. With DT (2)	934	4,479 SF	0.00 / 1000 SF	51%	-	-	-	-	10%	-	-	-	-	49%	-	-	-
Gas Station w/ C-Store (FP/ SF)	FDOT	16 6,119	T = 12.3(FP) + 15.5(X)	50%	146	146	292	19	7%	137	136	273	167	61%	53	53	106
Carwash (Automated)	PBC	1 Lane	11.97 / Lane	50%	6	6	12	1	10%	5	6	11	-	0%	5	6	11
TOTAL					297	223	520	38	7.3%	278	204	482	215		162	105	267

PM PEAK HOUR

Land Use	ITE Code	Intensity	Trip Generation Rate (1)	% In	Total Trips			Internal Trips		External Trips			Pass-by Trips (1)		New Trips		
					In	Out	Trips	Trips	%	In	Out	Trips	In	Out	Trips		
Hotel	310	81 Rooms	0.59 / Room	51%	24	24	48	5	10%	22	21	43	4	10%	20	19	39
Medical Office	720	24,400 SF	3.93 / 1000 SF	30%	29	67	96	10	10%	24	62	86	9	10%	22	55	77
Shop Plaza (40-150k) w/ Sup Market	821	29,111 SF	9.03 / 1000 SF	48%	126	137	263	16	6%	117	130	247	96	39%	71	80	151
Fast Food Rest. With DT	934	4,479 SF	33.03 / 1000 SF	52%	77	71	148	15	10%	70	63	133	65	49%	36	32	68
Gas Station w/ C-Store (FP/ SF)	FDOT	16 6,119	T = 12.3(FP) + 15.5(X)	50%	146	146	292	29	10%	131	132	263	160	61%	51	52	103
Carwash (Automated)	PBC	1 Lane	13.65 / Lane	50%	7	7	14	1	10%	7	6	13	-	0%	7	6	13
TOTAL					409	452	861	76	8.8%	371	414	785	334		207	244	451

(1) Source: Palm Beach County Traffic Division and ITE Trip Generation, 11th Edition.

(2) Culver's Restaurant is not open in the AM so no trip generation was shown.

**Attachment 2C
Groves Town Center Hotel
Trip Generation Comparison**

	<u>Daily</u>	<u>AM Peak Hour</u>			<u>PM Peak Hour</u>		
		<u>In</u>	<u>Out</u>	<u>Total</u>	<u>In</u>	<u>Out</u>	<u>Total</u>
Approved Master Plan (1)	7,850	257	147	404	334	402	736
Approved and Proposed Site Plans (2)	<u>5,470</u>	<u>162</u>	<u>105</u>	<u>267</u>	<u>207</u>	<u>244</u>	<u>451</u>
Remaining Trips:	2,380	95	42	137	127	158	285

(1) See Attachment 2A.

(2) See Attachment 2B.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council
FROM: Richard Gallant, Public Works Director
VIA: Francine Ramaglia, Town Manager
DATE: January 7, 2025
SUBJECT: Resolution No. 2025-01; Hinterland Group, Inc.

Background: The Public Works Department is interested in implementing a piggyback Contract to utilize Hinterland Group, Inc. to assist with culvert cleaning throughout the town as needed. Upon approval of this contract, the Public Works field staff will be able to efficiently complete other projects in a timelier manner.

Recommendations: Staff recommends approval of Resolution No. 2025-01; Hinterland Group, Inc. Piggyback Contract.

**TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2025-01**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING A PIGGYBACK AGREEMENT BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND HINTERLAND GROUP INC., FOR STORMWATER INFRASTRUCTURE MAINTENANCE AND REPAIR SERVICES; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town desires to enter into an agreement for stormwater infrastructure maintenance and repair of Town maintained canal culverts within the Town; and

WHEREAS, Section 2-133(b)(5) of the Town’s Purchasing Code permits the Town to enter into agreements for goods and services using other government agency contracts, so long as they were competitively bid and the price offered to the Town is the same or less than the price of the contracting government agency; and

WHEREAS, The City of Palm Beach Gardens conducted a competitive procurement of services and awarded Solicitation Number ITB2021-127CS: Stormwater Infrastructure Maintenance and Repair Services to Hinterland Group, Inc.; and

WHEREAS, the Town Council desires to enter into an agreement with Hinterland Group, Inc. utilizing the local government contract between Hinterland Group, Inc. and the City of Palm Beach Gardens Solicitation ITB2021-127CS: Stormwater Infrastructure Maintenance and Repair Services Contract; and

WHEREAS, the Town Council has determined entering into the agreement 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.

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby

authorizes the Town to utilize the local government contract between Hinterland Group, Inc. and the City of Palm Beach Gardens (ITB2021-127CS) for Stormwater Infrastructure Maintenance and Repair Services so long as it remains in effect, including renewals and extensions and approves the Agreement attached hereto as Exhibit “A”.

Section 3. The Mayor is authorized to execute any and all documents to implement the use of City of Palm Beach Gardens (ITB2021-127CS) by the Town, including letter agreements and addenda, in forms acceptable to the Town Manger and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

Section 4. This Resolution shall become effective immediately upon its passage and adoption.

Council Member _____ offered the foregoing resolution. Council Member _____ seconded the motion, and upon being put to a vote.

[Remainder of this page intentionally left blank.]

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE
GROVES, FLORIDA, THIS 7th DAY OF JANUARY 2025.**

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Voted:
Mayor Anita Kane, Seat 3

Town Clerk

Voted:
Vice Mayor Margaret Herzog, Seat 5

APPROVED AS TO LEGAL FORM:

Voted:
Councilmember Phillis Maniglia, Seat 1

Office of the Town Attorney

Voted:
Councilmember Laura Danowski, Seat 2

Voted:
Councilmember Robert Shorr, Seat 4

Piggyback Purchasing Agreement

This Agreement for Stormwater Infrastructure Maintenance and Repair Services (“Agreement”) is made as of the _____ day of _____, 2024, 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 **Hinterland Group, Inc.**, 2051 West Blue Heron Boulevard, Riviera Beach, Florida 33404, a corporation authorized to do business in the State of Florida, (“CONTRACTOR”).

RECITALS

WHEREAS, the TOWN is in need of a contractor to perform stormwater infrastructure maintenance and repair services (“SERVICES”) for the TOWN; and

WHEREAS, the City of Palm Beach Gardens, through its competitive selection process, awarded Agreement No. ITB2021-127CS for Stormwater Infrastructure Maintenance and Repair Services (“CONTRACT”) to the CONTRACTOR for substantially the same services sought by the TOWN; and

WHEREAS, the TOWN requested, and the CONTRACTOR has executed this Agreement with the TOWN for performing the SERVICES based on the pricing and terms and conditions of the CONTRACT; and

WHEREAS, the TOWN desires to accept CONTRACTOR’s pricing by piggy-backing the CONTRACT including all terms, conditions and pricing therein, as more fully set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. CONTRACT. The CONTRACT with the CONTRACTOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. All references to the governmental entity in the CONTRACT shall be construed as referencing the TOWN. 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.
3. Agreement. 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. The Contract Documents for this Agreement are comprised of the following:

- A. All written modifications and amendments hereto;

- B. This Agreement;
- C. CONTRACT (including the Bid, Contractors Proposal, Bid Tabulation, Award, and any Amendments, Renewals, and Extensions).

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement;
- C. The CONTRACT.

5. Compensation to Contractor.

- 5.1 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 consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. 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.
- 5.2 The TOWN shall pay the CONTRACTOR the lump sum, not to exceed amount(s) set forth in an approved work order. The CONTRACTOR expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved work order shall be a lump sum, not to exceed price, and no additional costs shall be authorized or paid by the TOWN unless approved by written amendment to the work order by the TOWN. In no case shall the CONTRACTOR bill the TOWN for any amount not stated in an approved work order or written amendment thereto.
- 5.3 The Public Works Director shall have authority to approve work orders in an amount not to exceed fifteen thousand dollars (\$15,000.00). The Town Manager shall have authority to approve work orders in an amount not to exceed twenty four thousand, nine hundred and ninety nine dollars and ninety nine cents (\$24,999.99). Work orders in greater amounts must be approved by the Town Council. These authorization amounts are intended to be not to exceed amounts for the total amount of any approved work order including any amendments thereto and do not apply to work orders and amendments separately.

6. Effective date, term and renewal. 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 **March 31, 2026**, or until the CONTRACTOR has completed all maintenance and/or repair work that was commenced prior to March 31, 2026, and the work has

been reviewed, inspected, and accepted by the TOWN, inclusive of all warranty periods, whichever is later.

7. Miscellaneous Provisions.

- 7.1 The TOWN and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 7.2 The Project Manager for the TOWN is Craig Lower at 561-807-6671 The Project Manager for the CONTRACTOR is JACOB CROWJE at 803-309-7487
- 7.3 Headings and References & Exhibits: The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.
- 7.4 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.
- 7.5 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.
- 7.6 Successors and Assigns: This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 7.7 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.

- 7.8 Third Party Beneficiary rights: This Agreement shall create no rights or claims whatsoever in any person other than a party herein.
- 7.9 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.
- 7.10 Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:
- (a) Keep and maintain public records required by the TOWN to perform the service.
 - (b) Upon request from the TOWN's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Agreement if the CONTRACTOR does not transfer the records to the TOWN.
 - (d) Upon completion of this Agreement, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

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

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

- 7.11 Preparation: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 7.12 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 7.13 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.
- 7.14 The TOWN is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the TOWN, nor is the CONTRACTOR authorized to use the TOWN'S Tax Exemption Number in securing such materials.
- 7.15 Scrutinized Companies:
- (a) CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and is not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the TOWN may immediately terminate this Agreement at its sole option if the CONTRACTOR is found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
 - (b) If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the 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 the CONTRACTOR is found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is or has been engaged with business operations in Cuba or Syria during the term of this Agreement.
 - (c) The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the TOWN for the term of this Agreement, including any and all renewals.

(d) As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

- 7.16 **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 certifies that it and its subcontractors are not on the convicted vendor list and have not been for at least 36 months prior to entering into this Agreement. CONTRACTOR will advise the TOWN immediately if it becomes aware of any violation of this statute.
- 7.17 **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.
- 7.18 **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.
- 7.19 The CONTRACTOR, by signing this Agreement, attests that the CONTRACTOR does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
- 7.20 Any SERVICES authorized under this Agreement paid for in whole or in part by state funds administered by the TOWN, shall be required to utilize iron or steel that is produced in the United States for any iron or steel products permanently incorporated into the work, subject to the exceptions and limitations set forth in Section 255.0993, Florida Statutes.

8. Indemnity.

- 8.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the TOWN, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and

suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the TOWN in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

- 8.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.
- 8.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification 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. The parties agree that the monetary limits of Section 768.28(5), Florida Statutes, apply to claims against the TOWN based in tort or contract regardless of whether such limits would apply in the absence of this clause.

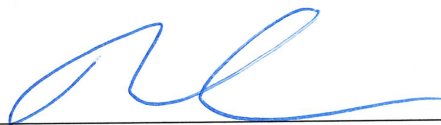
9. Insurance.

- 9.1 CONTRACTOR shall procure and maintain and shall cause any subcontractor of CONTRACTOR to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to 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.
- 9.2 Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in “monopolistic” states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates.
- 9.3 Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products. The policy shall contain a severability of interest provision and shall be endorsed to include TOWN and TOWN's officers, employees, and consultants as additional insureds.
- 9.4 Automobile Liability: 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.
- 9.5 The “Town of Loxahatchee Groves, its elected officials, officers, employees, and attorneys” shall be named as an additional insured on CONTRACTOR's insurance coverage.
- 9.6 Prior to commencement of Services, CONTRACTOR shall submit certificates of insurance acceptable to TOWN.
- 9.8 Except for Professional Liability and Workers' Compensation, all policies shall contribute as primary. All policies provided by CONTRACTOR shall include a waiver of subrogation.
10. E-Verify. Pursuant to Section 448.095(5), Florida Statutes, CONTRACTOR shall:

- 10.1 Register with and use the E-Verify system to verify the work authorization status of all newly hired 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' newly hired employees;
- 10.2 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 unauthorized aliens;
- 10.3 Maintain copies of all subcontractor affidavits for the duration of the Agreement;
- 10.4 Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- 10.5 Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- 10.6 Be aware that if TOWN terminates this Agreement under Section 448.095(5)(e), 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.

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

CONTRACTOR: HINTERLAND GROUP, INC., a Florida corporation

By: 
 Daniel A. Duke, III, President



STATE OF FLORIDA)
 COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this 20 day of DECEMBER, 2024 by Daniel A. Duke, III as President of Hinterland Group, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is

duly authorized to execute the foregoing instrument and bind Hinterland Group, Inc., to the same.

Notary Public

Lori Guild
Print Name: LORI GUILD
My commission expires: 8/9/2026



TOWN OF LOXAHATCHEE GROVES,
FLORIDA

By: _____
Anita Kane, Mayor

ATTEST

Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council

FROM: Richard Gallant, Public Works Director

VIA: Francine Ramaglia, Town Manager

DATE: January 7, 2024

SUBJECT: Wynn & Sons Environmental Construction Company, LLC Resolution No. 2025-02

Background: The Public Works Department is interested in implementing a piggyback contract with Wynn & Sons Environmental Construction Company, LLC, to provide minor construction services throughout the town as needed.

Recommendations: Staff recommends moving forward with the approval of Resolution No. 2025-02

RESOLUTION NO. 2025-02

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN AGREEMENT WITH WYNN & SONS ENVIRONMENTAL CONSTRUCTION COMPANY, LLC FOR PATHWAY & MINOR CONSTRUCTION SERVICES; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-133(b)(5) of the Town's Purchasing Code permits the Town to enter into agreements for goods and services using other government agency contracts, so long as they were competitively bid and the price offered to the Town is the same or less than the price of the contracting government agency; and

WHEREAS, the Town is in need of reliable sources for goods and services relating to pathway and minor construction services; and

WHEREAS, the Palm Beach County has competitively procured pathway and minor construction services through Project No. 2022063 Construction of Pathway and Minor Construction Continuing Services Contract and the Town can obtain the same goods and services at prices equal to or less than the prices in the contracts entered into by Palm Beach County through Project No. 2022063; and

WHEREAS, the Town Council desires to enter into an agreement with Wynn & Sons Environmental Construction Company, LLC utilizing the local government contract awarded under Palm Beach County Project No. 2022063 for pathway and minor construction services; and

WHEREAS, the Town Council has determined entering into the agreement serves a valid public purpose.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town to utilize the Palm Beach County Project No. 2022063 for pathway and minor construction services so long as it remains in effect, including renewals and extensions, and enter into an agreement with the awarded vendor Wynn & Sons Environmental Construction Company, LLC, attached hereto as Exhibit "A".

Section 3. The Mayor is authorized to execute any and all documents to implement the use of the Palm Beach County Project No. 2022063 by the Town, including letter agreements and addenda, renewals and extensions in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

Section 4. 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.

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 7th DAY OF JANUARY 2025.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Town Clerk

Voted:
Mayor Anita Kane, Seat 3

Voted:
Vice Mayor Margaret Herzog, Seat 5

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Voted:
Councilmember Phillis Maniglia, Seat 1

Voted:
Councilmember Laura Danowski, Seat 2

Voted:
Councilmember Robert Shorr, Seat 4

Piggyback Purchasing Agreement

This Agreement for Construction of Pathway & Minor Construction Continuing Services (“Agreement”) is made as of the ___ day of _____, 2024, by and between the Town of Loxahatchee Groves, a municipal corporation organized and existing under the laws of the State of Florida, 155 F Road, Loxahatchee Groves, Florida 33470, (the “TOWN”), and **Wynn & Sons Environmental Construction Company, LLC.**, a limited liability company authorized to do business in the State of Florida, 7268 Belvedere Road, West Palm Beach, Florida 33411, formerly known as Wynn & Sons Environmental Construction Company, Inc. (the “CONTRACTOR”).

RECITALS

WHEREAS, the TOWN is in need of a contractor to perform pathway and minor construction services (“SERVICES”) for the TOWN; and

WHEREAS, Palm Beach County through its competitive selection process awarded Project No. 2022063 Construction of Pathway and Minor Construction Continuing Services Contract (“CONTRACT”) to the CONTRACTOR for substantially the same services sought by the TOWN; and

WHEREAS, Palm Beach County and the CONTRACTOR have extended the CONTRACT through March 13, 2026; and

WHEREAS, the TOWN requested and the CONTRACTOR has executed this Agreement with the TOWN for performing the SERVICES based on the pricing and terms and conditions of the CONTRACT; and

WHEREAS, the TOWN desires to accept CONTRACTOR’s pricing by piggy-backing the CONTRACT including all terms, conditions and pricing therein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. CONTRACT. The CONTRACT with the CONTRACTOR, attached hereto, is hereby expressly made a part of this Agreement as fully as if set forth at length herein. All references to the governmental entity in the CONTRACT shall be construed as referencing the TOWN. 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.

3. Agreement. 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 and Contract).

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.

5.1 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 consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. 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.

5.2 The TOWN shall pay the CONTRACTOR the lump sum, not to exceed amount(s) set forth in an approved work order. The CONTRACTOR expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved work order shall be a lump sum, not to exceed price, and no additional costs shall be authorized or paid by the TOWN unless approved by written amendment to the work order by the TOWN. In no case shall the CONTRACTOR bill the TOWN for any amount not stated in an approved work order or written amendment thereto.

5.3 The Public Works Director shall have authority to approve work orders in an amount not to exceed fifteen thousand dollars (\$15,000.00). The Town Manager shall have authority to approve work orders in an amount not to exceed twenty four thousand, nine hundred and ninety nine dollars and ninety nine cents (\$24,999.99). Work orders in greater amounts must be approved

by the Town Council. These authorization amounts are intended to be not to exceed amounts for the total amount of any approved work order including any amendments thereto and do not apply to work orders and amendments separately.

6. Effective date, term and renewal. 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 **March 13, 2026**, or until the CONTRACTOR has completed all maintenance and/or repair work that was commenced prior to March 13, 2026, and the work has been reviewed, inspected, and accepted by the TOWN, inclusive of all warranty periods, whichever is later.

7. Miscellaneous Provisions.

7.1 The TOWN and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

7.2 The Project Manager for the TOWN is Craig Lower at 561-807-6671 The Project Manager for the CONTRACTOR is Dan Wyman at 561-718-6948

7.3 Headings and References & Exhibits: The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.

7.4 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.

7.5 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.

7.6 Successors and Assigns: This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7.7 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.

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

7.9 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.

7.10 Public Records: Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- (a) Keep and maintain public records required by the TOWN to perform the service.
- (b) Upon request from the TOWN's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this 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, townclerk@loxahatcheegrovesfl.gov, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

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

7.12 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

7.13 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.

7.14 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.

7.15 Scrutinized Companies:

- (a) CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and is not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the TOWN may immediately terminate this Agreement at its sole option if the CONTRACTOR is found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors is placed on the Scrutinized Companies

that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

- (b) If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the 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 the CONTRACTOR is found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is or has been engaged with business operations in Cuba or Syria during the term of this Agreement.
- (c) The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the TOWN for the term of this Agreement, including any and all renewals.
- (d) As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

7.16 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 certifies that it and its subcontractors are not on the convicted vendor list and have not been for at least 36 months prior to entering into this Agreement. CONTRACTOR will advise the TOWN immediately if it becomes aware of any violation of this statute.

7.17 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.

7.18 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.

7.19 The CONTRACTOR, by signing this Agreement, attests that the CONTRACTOR does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

7.20 Any SERVICES authorized under this Agreement paid for in whole or in part by state funds administered by the TOWN, shall be required to utilize iron or steel that is produced in the United States for any iron or steel products permanently incorporated into the work, subject to the exceptions and limitations set forth in Section 255.0993, Florida Statutes.

8. Indemnity.

8.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the TOWN, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the TOWN in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

8.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party

claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

8.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification 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. The parties agree that the monetary limits of Section 768.28(5), Florida Statutes, apply to claims against the TOWN based in tort or contract regardless of whether such limits would apply in the absence of this clause.

9. Insurance.

9.1 CONTRACTOR shall procure and maintain and shall cause any subcontractor of CONTRACTOR to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to 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.

9.2 Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates.

9.3 Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products. The policy shall contain a severability of interest provision and shall be endorsed to include TOWN and TOWN's officers, employees, and consultants as additional insureds.

9.4 Reserved.

9.5 Automobile Liability: 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.

9.6 The “Town of Loxahatchee Groves, its elected officials, officers, employees, and attorneys” shall be named as an additional insured on CONTRACTOR’s insurance coverage.

9.7 Prior to commencement of Services, CONTRACTOR shall submit certificates of insurance acceptable to TOWN.

9.8 Except for Workers’ Compensation, all policies shall contribute as primary. All policies provided by CONTRACTOR shall include a waiver of subrogation.

10. E-Verify. Pursuant to Section 448.095(5), Florida Statutes, CONTRACTOR shall:

10.1 Register with and use the E-Verify system to verify the work authorization status of all newly hired 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’ newly hired employees;

10.2 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 unauthorized aliens;

10.3 Maintain copies of all subcontractor affidavits for the duration of this Agreement;

10.4 Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

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

10.6 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.

[The remainder of this page is intentionally left blank]

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

CONTRACTOR: Wynn & Sons Environmental Contractors, LLC, a limited liability company authorized to do business in the State of Florida

By: [Signature]

Print Name: Daniel P. Wynn

Title: Pres.

[Corporate Seal]



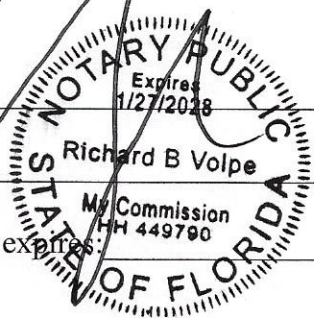
STATE OF FL

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18th day of Dec, 2024, by Daniel Wynn, as Managing member of Wynn & Sons Environmental Contractors, LLC, a limited liability company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following [Signature] 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 Wynn & Sons Environmental Contractors, LLC, to the same.

Notary Public

[Signature]
Print Name: Richard B Volpe
My commission expires: 1/27/2028
My Commission # HH 449790



TOWN OF LOXAHATCHEE GROVES, FLORIDA

By: _____
Anita Kane, Mayor

ATTEST:

Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Valerie Oakes, Town Clerk

VIA: Francine Ramaglia, Town Manager

DATE: January 7, 2025

SUBJECT: Consideration of *Resolution No. 2025-03* regarding agreement with the Palm Beach County Supervisor of Elections for 2025 Municipal Election Vote Processing Equipment use and Elections Services.

Background:

The Town of Loxahatchee Groves will conduct its annual Municipal General Election on Tuesday, March 11, 2025, pursuant to the Town Charter, the Florida Constitution and Chapter 97 – Chapter 106, Florida Statutes. The Agreement authorizes the Supervisor of Elections to conduct the Town Election provide election services to the Town, including the Town’s use of the polling equipment.

Recommendations:

Move that Town Council adopt *Resolution No. 2025-03* approving the agreement with the Palm Beach County Supervisor of Elections for 2025 Municipal Election Vote Processing Equipment use and Elections Services.

RESOLUTION NO. 2025-03

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 2025 MUNICIPAL ELECTION VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 101.34, Florida Statutes, the Palm Beach County Supervisor of Elections (Supervisor) is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is charged with the responsibility for custody and maintenance of said equipment; and

WHEREAS, the Town of Loxahatchee Groves (Town) is to conduct an election that requires use of vote processing equipment; and

WHEREAS, the Supervisor can provide the equipment and personnel to program, operate and maintain the equipment necessary for the Town to successfully conduct the required election; and

WHEREAS, the Supervisor and the Town desire to enter into an Agreement for the use of vote processing equipment and elections services for the 2025 municipal election; and

WHEREAS, the Town Council finds entering into the Agreement with the Palm Beach County Supervisor of Elections serves a valid public purpose.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby approves the Agreement with the Palm Beach County Supervisor of Elections, attached hereto as Exhibit “A”.

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

Councilmember _____ offered the foregoing Resolution. Councilmember seconded the Motion, and upon being put to a vote.

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 7th DAY OF JANUARY 2025.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Town Clerk

Voted:
Mayor Anita Kane, Seat 3

Voted:
Vice Mayor Margaret Herzog, Seat 5

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Voted:
Councilmember Phillis Maniglia, Seat 1

Voted:
Councilmember Laura Danowski, Seat 2

Voted:
Councilmember Robert Shorr, Seat 4



**2025 MUNICIPAL ELECTION(S)
VOTE PROCESSING EQUIPMENT USE
AND ELECTIONS SERVICES AGREEMENT**

This Vote Processing Equipment Use and Elections Services Agreement (hereinafter referred to as the “Agreement”) is hereby entered into by and between the **Palm Beach County Supervisor of Elections Office** (hereinafter referred to as “SOE”) and the Town of Loxahatchee Groves, Florida (hereinafter referred to as “MUNICIPALITY”).

WITNESSETH:

WHEREAS, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

WHEREAS, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

WHEREAS, all vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

WHEREAS, the Palm Beach County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

WHEREAS, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

WHEREAS, MUNICIPALITY hereby acknowledges it may be responsible for other applicable requirements under the Florida Election Code and any provision of MUNICIPALITY’S Charter or municipal ordinances which may not be addressed or included in this Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual promises, terms and conditions stated herein, SOE and MUNICIPALITY agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true and correct and incorporated herein.

ARTICLE 2 – AGREEMENT

SOE shall provide MUNICIPALITY such necessary vote processing equipment and election services according to the terms and conditions stated in this Agreement, for the purposes of conducting the Uniform Municipal Election (“UME”) to be held on March 11, 2025, along with the necessary vote processing equipment and election services to facilitate polling locations and polling places as may be necessary and agreed upon by the parties. Except for the UME and run-off elections resulting from the UME which are required by MUNICIPALITY charter or ordinance, no other municipal elections will be conducted by SOE except by separate written signed agreement of the parties hereto. Except as may be modified by the parties in said separate written agreement, the

terms of this Agreement shall apply to all other municipal elections conducted by SOE during the term hereof.

Item 7.

ARTICLE 3 – OPERATION AND PROGRAMING SERVICES

3.1 Municipal Services. For each election, MUNICIPALITY shall pay SOE for election operations, as provided in the attached Exhibits “A” or “B.”

3.2 Vote-By-Mail Ballots. For each election, MUNICIPALITY shall pay SOE for each Vote-By-Mail ballot request processed plus actual postage costs, including Return Postage. MUNICIPALITY shall also pay SOE for each Vote-By-Mail ballot signature verified (see Exhibits “A” and “B”).

3.3 Repairs. For any election, all maintenance, repairs or other troubleshooting services for vote processing equipment, including any processors or tablets, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any damage caused by any neglect or unauthorized acts by any employee or representative of MUNICIPALITY.

ARTICLE 4 – OTHER ELECTION CHARGES

4.1 Precinct Services. For each election, MUNICIPALITY shall pay SOE for precinct preparation and poll worker training in accordance with Exhibits “A” and “B.”

4.2 Fee Schedule. For each election, MUNICIPALITY shall pay SOE for any other goods or services not specifically provided for in this Agreement but that may be described or listed in the Municipal Fee Schedule(s) attached hereto as Exhibits “A” and “B”. Where MUNICIPALITY holds elections concurrent with other municipal elections conducted by SOE, the Fee Schedule in Exhibit “A” controls. For all other elections for MUNICIPALITY that are not conducted as part of the UME on March 11, 2025, the Run-Off Election and Stand-Alone Election Fee Schedules set forth in Exhibit “B” control.

4.3 Other. For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election that meets the requirements of law.

ARTICLE 5 – TERM

For each election, the terms of this Agreement begin upon execution of this Agreement by both the SOE and MUNICIPALITY and shall terminate on December 31, 2025, or when all ballots for any election have been processed, all election results have been certified, all vote processing equipment has been returned to the SOE’s warehouse and an audit, if applicable, has been completed, whichever is later. In the event of an election contest or challenge, SOE agrees to cooperate in providing any public records which the SOE maintains or otherwise controls.

ARTICLE 6 – APPLICABLE REQUIREMENTS OF FLORIDA’S ELECTION CODE

MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the MUNICIPALITY’s elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances; provided, however, such statute, charter, or ordinance may specifically impose or delegate certain duties to the SOE; for provisions in a Municipal charter of ordinance, the SOE must consent to the duties set forth in the charter or ordinance in order to be bound by it. Any obligations or duties not set forth in this Agreement or otherwise provided for by law shall be the sole responsibility of MUNICIPALITY.

ARTICLE 7 – NOTICE AND ADVERTISEMENT OF ELECTIONS

7.1 Uniform Municipal Election. SOE shall prepare and arrange for publication of all legal advertising required by state and federal statutes in both English and Spanish and SOE shall be responsible for obtaining the accurate and complete translation of any such advertising. If additional advertisements are required by the MUNICIPALITY'S charter, ordinance(s) or resolution(s), MUNICIPALITY shall be responsible for preparing and arranging for publication of all such legal advertising which is not already satisfied under state and federal statutes. MUNICIPALITY shall be responsible for the accurate and complete translation of any such advertisements.

7.2 Non-UME/Run-Off Election/Stand-Alone Municipal Election(s). In the event of a run-off election and for all stand-alone municipal elections non conducted as part of the UME, MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

ARTICLE 8 – QUALIFYING OF CANDIDATES

MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of the qualifying process, the SOE shall be responsible for verifying that all names appearing on such petitions belong to qualified electors of MUNICIPALITY. The SOE agrees to verify any and all signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order such petitions are received. MUNICIPALITY shall pay SOE Ten Cents (\$0.10) per name, or such other amount as determined per Florida Statutes or the Florida Administrative Code, checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order that such petitions are received. Except as set forth in the following paragraph, SOE shall complete signature verification of petitions within 30 days of receipt of the petitions from MUNICIPALITY.

When MUNICIPALITY provides SOE with candidate petitions before the signature verification cutoff deadline (before noon of the 28th day preceding the first day of qualifying), SOE will verify the signed petitions no later than the 7th day before the first day of qualifying. (*See* Section 99.095(3), Florida Statutes.) If the candidate reaches the required number of signatures, SOE will continue to verify timely submitted signed petitions until the candidate indicates in writing to stop verification.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications of eligibility of any candidate for municipal office.

ARTICLE 9 – PRINTING OF BALLOTS AND BALLOT SERVICES

9.1 Uniform Municipal Election.

SOE shall place an order for sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE. MUNICIPALITY shall reimburse SOE for payment to printer if

the MUNICIPALITY's races cause the ballot to add an additional page, in which case MUNICIPALITY shall be responsible for the costs of the additional page. MUNICIPALITY shall pay SOE a per-ballot fee for each Vote-By-Mail ballot printed that is not otherwise being printed by SOE for the Election(s), including any additional pages required for MUNICIPALITY'S races or questions.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, all ballot information in English. SOE agrees to provide, at MUNICIPALITY's cost and expense, translation of MUNICIPALITY's ballot language from English to Spanish, including the name of the candidates as they are to appear on the ballot, the name of MUNICIPALITY, the name of the election, the title of office or referendum title, explanation, and questions, in accordance with Section 203 of the Voting Rights Act, as well as Creole translations for the ExpressVote machine.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. Both SOE and MUNICIPALITY must approve the ballot proof(s).

Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store and account for all ballots until disbursed to poll workers. SOE shall also control and limit all access to un-voted ballots while in possession of SOE.

9.2 Non-UME/Run-Off Election/Stand-Alone Municipal Election(s).

In the event of a run-off election and for all stand-alone municipal elections not conducted during the UME, MUNICIPALITY will be responsible for providing all information stated in 9.1. MUNICIPALITY will again be responsible for the cost of providing any translations and must again approve ballot content and layout prior to printing.

MUNICIPALITY will also be responsible for reimbursing SOE for any and all costs incurred in accordance with the fee schedule shown in Exhibit "B," and all other costs of the election incurred by SOE.

ARTICLE 10 – POLL WORKERS

10.1 Selection and Training of Poll Workers. SOE will select poll workers from a group of trained poll workers. SOE will assign standby poll workers to be available on Election Day. SOE will train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Palm Beach County. The clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions. Poll workers shall undergo job specific training and complete the required number of training hours as specified by SOE poll worker department management. All necessary supplies and ballots will be provided by SOE and stored in precinct cabinets or transported in poll worker clerk bags.

10.2 Uniform Municipal Election. SOE shall pay poll workers directly for their services.

Non-UME/Run-Off Election/Stand-Alone Municipal Election(s). In the event of a run-off election and for all stand-alone municipal elections non conducted during the UME, MUNICIPALITY shall promptly pay poll workers directly for their services in the same amounts/at the same hourly rates that SOE pays poll workers which, as of the Effective Date hereof, is set forth in Exhibit "B." If SOE changes the rates of pay/hourly rates SOE is paying poll workers, MUNICIPALITY agrees to pay the current rates of pay/hourly rates being paid by SOE at that time.

ARTICLE 11 – SELECTION OF POLLING PLACES

Item 7.

SOE shall provide a list of Polling Place(s) intended for use as a voting location. Each location shall meet necessary Americans with Disabilities Act (ADA) requirements. In the event of a run-off election and all stand-alone municipal elections not conducted during the UME, MUNICIPALITY shall provide ADA compliant Polling Places. If the polling place is different than what is shown on the voters' most recent voter information card, MUNICIPALITY shall pay the cost for the SOE to mail in a new voter information card with the new location on it. If the location is temporary for the municipal election, MUNICIPALITY shall also pay the costs for the follow-up mailing of the voter information card to designate the previous location as the again-current polling location.

ARTICLE 12 – SAMPLE BALLOTS**12.1 Uniform Municipal Election.**

SOE shall prepare, proof and deliver sample ballot layout to third-party vendor for distribution to registered voters. MUNICIPALITY shall review the sample ballot(s) and confirm the accuracy of the election date, office, candidate name(s) (including the order of appearance on the ballot), polling locations, polling places and all other information contained therein. SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election, including accurate polling place information.

12.2 Non-UME/Run-Off Election/Stand-Alone Municipal Election(s).

In the event of a run-off election and for all stand-alone municipal elections not conducted as during the UME, SOE **shall not** create or mail sample ballots. If MUNICIPALITY wishes to create a sample ballot, MUNICIPALITY must create the sample ballot and if desired by MUNICIPALITY, provide copies to SOE and SOE will post it on SOE's website.

ARTICLE 13 – VOTE-BY-MAIL BALLOTS

MUNICIPALITY shall refer all requests for Vote-By-Mail ballots to SOE. Unless the Clerk for MUNICIPALITY provides written direction to the contrary, SOE agrees to accept all requests for Vote-By-Mail ballots by telephone, mail, email or in person. SOE also agrees to mail Vote-By-Mail and overseas ballots as requested by registered voters, receive and securely store any voted Vote-By-Mail ballots, verify the signatures on any returned voted Vote-By-Mail ballot certificates, facilitate voter signature cures, accommodate public inspection of Vote-By-Mail ballot mailing envelopes and voter certificates, and account for all Vote-By-Mail ballots.

SOE may begin processing Vote-By-Mail ballots prior to Election evening, pursuant to Section 101.68, Florida Statutes.

In the event of a run-off election and for all stand-alone municipal elections not conducted during the UME, if MUNICIPALITY does not use the County Canvassing Board, MUNICIPALITY shall schedule and coordinate the date on which the MUNICIPALITY's Canvassing Board is to assemble to canvass the Vote-By-Mail ballots. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct (See Exhibit "B"). MUNICIPALITY must also ensure they have a Canvassing Board member present for opening, duplication,

tabulation and all other activities requiring Canvassing Board presence by law, at the time specified by SOE.

Item 7.

ARTICLE 14 – TRANSPORTATION OF ELECTIONS EQUIPMENT AND SUPPLIES

14.1 Uniform Municipal Election.

SOE will be responsible for delivery and pick-up of vote processing equipment. Election equipment will be delivered by SOE, or a third-party representative of SOE, on an agreed upon date, up to eight (8) days prior to the election. SOE, or a third-party representative of SOE, will pick up voting equipment on an agreed upon date. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick up of voting equipment (Exhibit “A”).

14.2 Non-UME/Run-Off Election/Stand-Alone Municipal Election(s).

In the event of a run-off election and for all stand-alone municipal elections not conducted during the UME, SOE will maintain responsibility for transportation of equipment and supplies as stated in 14.1.

MUNICIPALITY shall reimburse SOE for any and all costs incurred for equipment delivery and pickup in accordance with the fee schedule set forth in Exhibit “B”.

14.3 MUNICIPALITY is not permitted to deliver any election equipment.

ARTICLE 15 – LOCATION AND STORAGE OF VOTING EQUIPMENT

All voting equipment shall be stored, maintained and located in a well-protected, secure, temperature-controlled, indoor room or facility. Once the voting equipment is delivered to a voting site, no equipment shall be relocated without the prior written approval of SOE.

ARTICLE 16 – CANVASSING OF ELECTION RESULTS

16.1 Uniform Municipal Election. SOE shall schedule and coordinate the date on which the Canvassing Board is to assemble to canvass the results of the election. SOE shall notice and advertise, as needed, the dates of any canvassing board meetings. If a municipality does not use the County Canvassing Board, it shall direct its Canvassing Board Members to convene on such date and time and notice and advertise as necessary. SOE or MUNICIPALITY (as applicable) shall convene the Canvassing Board to determine voter intent and which voted Vote-By-Mail ballots are to be tabulated. SOE shall provide for collection of results from each precinct.

16.2 Non-UME/Run-Off Election/Stand-Alone Municipal Election(s). In the event of a run-off election and for all stand-alone municipal elections not conducted during the UME, if MUNICIPALITY doesn't use the County Canvassing Board, MUNICIPALITY shall schedule and coordinate the date on which MUNICIPALITY's Canvassing Board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine voter intent and which voted Vote-By-Mail ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct (See Exhibit “B”). MUNICIPALITY must also ensure they have a Canvassing Board member present for opening, duplication, tabulation and all other activities requiring Canvassing Board presence by law.

ARTICLE 17 – AUDITS

Item 7.

MUNICIPALITY agrees to pay SOE for the costs of the Audit any additional costs as may be necessary, including overtime expenses, for conducting the audit.

ARTICLE 18 – POST-ELECTION RECORDS RETENTION

SOE shall process affirmation forms and sort, inventory, and pack all election materials for pickup by SOE for retention and disposition. SOE shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and Rules.

ARTICLE 19 – VOTER HISTORY

SOE will record voter history for all electors voting in the municipal election(s) in a timely manner.

ARTICLE 20 – OTHER NECESSARY COSTS

As provided in Article 4, any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of MUNICIPALITY's election(s), that are not specified in this Agreement, shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

- A. Recounts. Any expenditure by the SOE for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,
- B. Attorneys' Fees and Costs. Actual attorneys' fees and costs incurred by SOE for research or representation on any matter that are incurred as a direct result of MUNICIPALITY's participation in the UME or any subsequent municipal election, shall be invoiced by SOE for reimbursement by MUNICIPALITY.

ARTICLE 21 – HOLD HARMLESS COVENANT

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party. Furthermore, nothing herein shall be construed as a waiver by either party of sovereign immunity pursuant to Section 768.28, Florida Statutes.

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, MUNICIPALITY shall indemnify, defend and hold harmless the SOE against any actions, claims or damages arising out of MUNICIPALITY's negligence, willful or intentional acts or omissions in connection with its performance under this Agreement; and SOE shall indemnify, defend and hold harmless MUNICIPALITY against any actions, claims or damages arising out of the negligence, willful or intentional acts or omissions of the SOE in connection with its performance under this Agreement. Nothing herein shall be construed as consent by either the SOE or MUNICIPALITY to be sued by third parties in any matter arising from this Agreement. MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits or other legal challenges or appeals that may arise, including all attorneys' fees and costs, from the contest of MUNICIPALITY'S election results or the validation of any of MUNICIPALITY'S candidate qualifications. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the waiver or limits set forth at Section 768.28, Florida Statutes. In no case shall such limits for SOE or MUNICIPALITY extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other

judgments, arises out of the same incident or occurrence. Furthermore, nothing herein shall be construed as consent by MUNICIPALITY or the SOE, as a state agency or subdivision of the State of Florida, to be sued by third parties in any matter arising out of any contract.

Item 7.

These provisions shall not be construed to constitute agreement by either party to indemnify the other for such others' negligent, willful or intentional acts or omissions.

ARTICLE 22 – ENTIRETY AND AMENDMENTS

The Agreement embodies this entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective of binding unless submitted in writing and executed by the duly authorized representatives of both SOE and MUNICIPALITY.

ARTICLE 23 – EFFECTIVE DATE

The effective date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

ARTICLE 24 – NOTICES

NOTICES: All formal notices affecting the provisions of this Agreement may be delivered in person or be sent by registered mail or by a recognized overnight courier such as FedEx, to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual or different location.

For the SOE:

Supervisor of Elections
4301 Cherry Road
West Palm Beach, Florida 33409
Attention: Wendy Sartory Link

For the MUNICIPALITY:

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
Attention: Valerie Oakes, Town
Clerk

ARTICLE 25 -- NONWAIVER

A waiver by either party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this Agreement. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 26 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void or voidable provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being held void should a provision which is of the essence of the Agreement be determined to be void by a court of competent jurisdiction.

Item 7.

IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for the purposes of executing this Agreement on the dates set forth below.

Signature

Wendy Sartory Link

Name (Printed or Typed)

Palm Beach County Supervisor of Elections

Title

Date

Witness Signature

Witness Name (Printed or Typed)

Signature

Anita Kane

Name (Printed or Typed)

Mayor

Title

Date

Witness Signature

Witness Name (Printed or Typed)

EXHIBIT “A”

**Palm Beach County Supervisor of Elections
Schedule of Municipal Election Fees
Uniform Municipal Elections 2025**

Standard Operation and Programming	
Polling Place Operations	
Ballot Preparation and Printing	
Vote-By-Mail (VBM) Ballot Requests and Postage	
Post-Election Reporting and Audit	
Service Center Operations and Tabulation	
Total (small municipality ≤ 2k registered voters = \$600)	\$750.00
VBM Services Other Than Required for PPP	
VBM Ballot Services – Per Ballot Processed	\$6.50/Ballot
VBM Return Mail Postage Costs – Actual Cost	.53
Unanticipated Costs	TBD

EXHIBIT “B”

**Palm Beach County Supervisor of Elections
Schedule of Non-UME/Municipal Run-Off/Stand-Alone
Election Fees 2025**

General Municipal Non-UME/Run-Off/Stand-Alone Election Services	Estimated Costs
Vote-by-Mail Ballot Services Outgoing	\$6.50/Ballot
Vote-by-Mail Ballot Returned	\$.53/ballot
Run-Off/Stand-Alone Election Day Services	\$12,143.35
Precinct Services (per precinct)	\$275.97
Accounting/Billing	\$141.36
Polling Location Inspection (if applicable)	\$ 66.53
<p>POLL WORKER PAY</p> <p>Election Day lump sum*: Clerk: \$440.00 Assistant Clerk: \$340.00 VST: \$355.00 Inspector: \$255.00 Deputy: \$225.00 Standby Poll Worker (deployed by SOE): Paid at rate for the position for which they are trained.</p> <p>*Rate of pay is a lump sum that includes training and election day. The Clerk, Assistant Clerk, and VST pay rate also includes Monday set-up. If applicable: a Clerk may be required to assist with precinct register pick-up from SOE and delivery to the polling location. This extra duty would increase his/her pay by \$25.00, making his/her pay rate \$465.00.</p> <p>*If Applicable: An Inspector or Deputy may be required to assist in the ride along duties at the end of the night to fulfill party diversity requirements. This extra duty would increase his/her pay by \$25.00, making his/her pay rate as follows: Inspector \$280.00 Deputy \$250.00</p> <p>Any additional items requested by the municipality will be invoiced separately</p>	TBD
On call support (\$2500 range)	

*Itemized invoices will be provided in the event of a run-off election.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: January 7, 2025

SUBJECT: Consideration of *Resolution No. 2025-04* accepting an easement for Roadway, Drainage and Utility purposes from Kristian and Kimberly Strong over a portion of their property located at 1201 F Road

Background:

The Town Council must accept the easements in accordance with Section 05-085 of Article 05 "Administrative and Legal Provisions" of Part I "Administration and Definitions of the Town's ULDC. Kristian and Kimberly Strong are the owners of property located 1201 F Road, Loxahatchee Groves, Florida. The Strongs have offered the Town an easement over a portion of their property for Roadway, Drainage, and Utility purposes. The easement is attached as Exhibit "A" to *Resolution No. 2025-04*. The easement will enhance the turning radius for vehicles coming onto 12th Place North and crossing the culvert bridge onto F Road.

The Strongs secured a permit to improve (put an asphalt overlay down) the newly constructed F Road culvert bridge crossing the F canal at 12th Place North. The paving was put down and has been accepted by the Public Works Department.

As a part of that work the Strongs offered the Town an easement over a portion of their property and paved a portion of the easement area. This easement area will improve the turning radius onto and from 12th Place North over the bridge culvert. The entire cost of the asphalt overlay was borne by the Strongs. The maintenance responsibility for the improved road including the easement area and culvert bridge falls upon the Town and the District. The Town and the District have the absolute right to remove the paving if that is determined to be in the Town/District's best interest.

The staff believes the improved easement area would be an asset to the Town.

Recommendation: Move that Town Council adopt *Resolution No. 2025-04* accepting the easement over the property identified therein.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2025-04

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ACCEPTING AN EASEMENT FROM KRISTIAN AND KIMBERLY STRONG OVER A PORTION OF THEIR PROPERTY LOCATED AT 1201 F, ROAD, LOXAHATCHEE GROVES FLORIDA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves desires to obtain Easements for Roadway, Drainage, and Utility purposes; and

WHEREAS, specifically, the Town has received an easement from Kristian and Kimberly Strong over a portion of their property located at 1201 F Road, which will improve the turning radius for vehicles entering from and onto 12th Place North from the culvert bridge crossing the canal from F Road; and

WHEREAS, the Roadway, Drainage and Utility Easement is attached as Exhibit “B”; and

WHEREAS, pursuant to Section 05-085 of the Town’s Unified Land Development Code and Town Council adopted procedures, all easements must be accepted by the Town Council prior to recording.

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

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

Section 2. The Town Council hereby accepts the Easement for Roadway, and/or Drainage and/or Utility purposes over a portion of the property located at 1201F Road from the property owners Kristian and Kimberly Strong. Upon approval the Mayor is authorized to execute the Easement on behalf of the Town and Town staff is directed to have said Easement recorded in the public records.

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

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

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

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

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA, THIS 7th DAY OF JANUARY 2025.**

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Town Clerk

Voted:
Mayor Anita Kane, Seat 3

Voted:
Vice Mayor Margaret Herzog, Seat 5

Voted:
Councilmember Phillis Maniglia, Seat 1

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Voted:
Councilmember Laura Danowski, Seat 2

Voted:
Councilmember Robert Shorr, Seat 4

PREPARED BY:
Torcivia, Donlon, Goddeau & Rubin, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407

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

Property Appraisers Parcel
Identification (Folio) Number(s): 41-41-43-17-01-533-0020

_____ [space above this line for recording data.] _____

PERMIT AUTHORIZATION AGREEMENT

THIS PERMIT AUTHORIZATION AGREEMENT ("Agreement") is dated this _____ day of December, 2024, by and between the TOWN OF LOXAHATCHEE GROVES and LOXAHATCHEE GROVES WATER CONTROL DISTRICT (the "Issuers") and KRISTIAN STRONG and KIMBERLY STRONG (the "Permittee") who are the owners of the property located at 1201 F Road, Loxahatchee Groves, Florida 33470 (the "Property").

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

- 1. **Permit authorization.** Subject to the terms and conditions of this Agreement, the Issuers authorize the Town of Loxahatchee Groves ("Town") to issue to Permittee permits to place asphalt over a culvert bridge across the F Road Canal, over a portion of 12th Place North, and over a portion of the Property upon which the Permittee intends to grant Issuers a Roadway, Drainage and Utility Easement, said permit to be in the form attached hereto as Exhibit A ("Permit").
- 2. **Title to property.** Permittee warrants and represents that they have fee simple title to the Property, which is more particularly described in the attached Exhibit B.
- 3. **Grant of Easement.** The Permittee has offered to give the Town of Loxahatchee Groves an easement for roadway, drainage and utility purposes. The easement is attached hereto as Exhibit C. If the easement is accepted by the Town, the Town will have the right but not the obligation to maintain the easement area including

the portion of the easement area that is being paved by Permittee pursuant the Permit to be issued. The Permittee understands that the paving within paved area within the easement may be removed by the Issuers at their sole discretion and the level of maintenance within the easement area is within the discretion of the Issuers. If the easement is not accepted by the Town, the maintenance of the easement area including the paved portion of the easement rests with Permittee.

4. **Compliance with permit and applicable laws.** Permittee agrees to abide by all of the terms and conditions of this Agreement and the Permit, including any representations made on the Permit application. Permittee acknowledges that the Permit does not convey any property rights or any right or privileges other than those specified therein.

5. **Standards for overlay.** Permittee will be required to place the asphalt over the permitted areas in accordance with standards set forth in Permit. Permittee will provide Issuers with as-built drawings and survey information sufficient for the Issuers to determine the work is in conformance with the specifications of the Permit. If the asphalt overlay is not acceptable to Issuers, Permittee at their sole expense will have to remove the asphalt and return the culvert bridge, roadway and easement area to the condition those areas existed in prior to the asphalt project beginning.

6. **Maintenance duties.** The culvert bridge and roadway shall remain the property of Issuers, who shall be solely responsible for maintaining the culvert bridge, roadway and easement area after the asphalt has been accepted. Should the issuers for any reason decide that maintenance of the asphalt overlay is not in their best interest, the issuers may remove the asphalt at the issuers' cost and maintain the roadway and culvert bridge in accordance with standards as determined solely by Issuers.

7. **Noninterference.** In placing the asphalt overlay, Permittee shall not interfere with the construction, alteration, maintenance or operation of the works of the Issuers and Permittee shall be responsible for any costs and fees incurred by the Issuers resulting from any such interference.

8. **Indemnification; sovereign immunity.** Permittee shall indemnify, defend, and hold harmless the Issuers and their District Board of Supervisors, Town Council and their respective officers, agents and employees from and against any and all liability on account of any causes of action, claims, losses, damages (including but not limited to consequential, punitive, special, exemplary, and indirect), debts, expenses, costs, or legal fees (including but not limited to attorneys' fees through trial and all appeals) that might arise out of, or result from the ownership, placement, maintenance or operation of the Culvert, the breach of this Agreement, the violation of any applicable law, ordinance, permit, rule or regulation, and/or negligence, reckless conduct or intentional conduct, whether caused by the Permittee or a third-party. Nothing contained herein is intended

nor shall it be construed to waive the District or the Town's rights and immunities under the common law or section 768.28, Florida Statutes, as amended from time to time, not as consent by the District or Town to be sued. Notwithstanding any other provision of this Agreement, the District and the Town shall not be liable or responsible to the Permittee or other person or entity under this Agreement beyond the monetary limits and amounts specified in section 768.28, Florida Statutes, regardless of whether said liability be based in tort, contract, indemnity, or otherwise.

9. **Insurance.** Permittee or Permittee's Contractor will supply Issuers with insurance naming Issuers as additional insured on their Automobile and General Liability Insurance policies with the following limits covering the period of time in which the permitted work on the roadway and culvert bridge is ongoing.

- A. Commercial general liability, including public and contractual liability insurance with combined single limits in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products.
- B. General automobile liability insurance for owned, non-owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.

10. **Notices.** All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the District or the Owner have a change of address, the other party shall immediately be notified in writing of such change in accordance with the procedures herein, provided, however, that each address for notice must include a street address and not merely a post office box. Notices shall be addressed to the appropriate party as follows:

If to the Issuers:

Loxahatchee Groves Water Control District
c/o Town Manager, Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

If to the Permittee:

Kristian Strong
1201 F Road
Loxahatchee Groves, FL 33470

11. **Enforcement Costs/Fees.** If any legal action or other proceeding is brought for the enforcement of this 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 attorney's fees.

12. **Applicable law and venue; waiver of jury trial; remedies.** In the event of any litigation regarding the Permit or this Agreement, the parties agree that venue thereof shall be had only in the courts of Palm Beach County, Florida. The terms and provisions of this Agreement and the Permit shall be construed and interpreted according to the laws of the State of Florida. 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. 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. The Issuers shall not be liable to the Permittee for any special, incidental or consequential damages of any kind whether or not caused by the Issuers' negligence even if the parties have been advised of the possibility of such damages.

13. **Agreement runs with the land.** The rights and obligations contained herein shall be binding upon the respective parties and their successors and assigns, provided, however, that the rights and obligations of the Permittee shall not be separated from, and shall run with, ownership of the property described in the attached Exhibit B. The parties agree that a copy of this Agreement shall be recorded in the Public Records of Palm Beach County, Florida and shall run with the land.

14. **Survival; waiver; severability; preparation.** 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. Failure of a party to enforce or exercise any right under this Agreement shall not be deemed a waiver of that party's right to enforce or exercise said right at any time thereafter. If any term or provisions of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term 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 shall be deemed valid and enforceable to the extent permitted by law. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

15. **Entire agreement; counterparts.** The Issuers and the Permittee 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, or conditions contained herein may be added to, modified, superseded, or otherwise altered except by written instrument executed by the parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one and the same instrument. The parties agree to accept the execution of this Agreement by electronic means (e.g., email, facsimile, etc.) and shall accept the same as an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first above written.

WITNESSES:

PERMITTEE:

(1) [Signature]
 Print Name: Richard Gullert
 Address: 155 F Rd
Loxahatchee Groves, Florida 33470

(2) [Signature]
 Print Name: William Garcia
 Address: 155 F Rd.
Loxahatchee Groves, FL 33470

By: [Signature]
KRISTIAN STRONG

By: [Signature]
KIMBERLY STRONG

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged and subscribed before me by means of 1 physical presence or online notarization this 20 day of December, 2024, by Kristian Strong and Kimberly Strong, who are personally known to me or have provided FL DL (type of identification) as identification and did not take an oath.

[Signature]
 Print Name: Lexi Collegio
 Notary Public

(NOTARY SEAL)


My commission Expires:



ISSUERS:
LOXAHATCHEE GROVES WATER
CONTROL DISTRICT & TOWN OF
LOXAHATCHEE GROVES

ATTEST:

District Clerk

By: 
Francine L. Ramaglia,
Town Manager and District Administrator

Office of the District Attorney

EXHIBIT A
Permit

EXHIBIT B
Property Description

The North 1/2 of the East 1/2 of Tract 33, Block E, Loxahatchee Groves, according to the plat thereof as recorded in Plat Book 12, Page 29, Public Records of Palm Beach County, Florida.

Property Control Number: 41-41-43-17-01-533-0020

EXHIBIT C
Proposed Easement

Prepared by and return to:
 Elizabeth V. Lenihan, Esq.
 Town of Loxahatchee Groves
 155 F Road
 Loxahatchee Groves, FL 33470

ROADWAY/DRAINAGE/UTILITY EASEMENT AGREEMENT

THIS GRANT OF A ROADWAY/DRAINAGE/UTILITY EASEMENT (“Easement”) is made and entered into this ____ day of December, 2024, by and between **Kristian Strong and Kimberly Strong**, husband and wife, with a mailing address of 1201 F Road, Loxahatchee, Florida, 33470, hereinafter referred to as the “GRANTOR”, and the **TOWN OF LOXAHATCHEE GROVES**, a municipal corporation, in Palm Beach County, Florida, hereinafter referred to as the “GRANTEE,” with a mailing address of 155 F Road, Loxahatchee Groves, FL 33470.

WITNESSETH:

THAT, the GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the GRANTEE and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the GRANTEE, its agents, successors and assigns, perpetual roadway/drainage/utility easement over, under and across that certain real property owned by the GRANTOR which is described in **Exhibit “A”** attached hereto (“Easement Property”) and incorporated herein.

The GRANTOR represents and warrants to the GRANTEE that GRANTOR is in exclusive possession of the Easement Property and owns fee simple title to the Easement Property and that it has good and lawful right to grant this Easement. The GRANTOR hereby grants this Easement subject only to comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority.

This Easement shall permit the GRANTEE, its employees, agents, contractors, subcontractors, consultants and licensees and each of the aforementioned party’s successors and assigns, to enter upon and use the Easement Property at any time and from time to time to install, construct, reconstruct, operate, inspect, maintain, service, remove, relocate, repair, replace and improve the roadway/drainage/utility improvements therein. The GRANTOR, or its successors or assigns, shall not construct any structure or other improvement upon the Easement Property or engage in any use of the surface of the Easement Property which is inconsistent or interferes with the rights of the GRANTEE under this Easement.

The GRANTEE shall have the right, but not the obligation, to clear the Easement Property and keep it cleared of all trees, undergrowth or other obstructions and the right to trim, cut or remove all trees located within or outside the Easement Property which might interfere with the GRANTEE’s use of the Easement Property as permitted hereby. The GRANTEE shall use the Easement Property in accordance with all applicable laws, rules and regulations of governmental authorities having jurisdiction over the Easement Property or use thereof as herein

provided. The GRANTEE acknowledges that the existing fence and landscaping are not an obstruction and will not be removed by the GRANTEE; however, new and replacement fencing and landscaping must be placed outside the Easement Property.

This Easement shall continue unless or until GRANTEE terminates its rights herein provided by written notice to the GRANTOR, its successors or assigns. Neither the failure to use the Easement Property nor the abandonment of the Easement Property shall constitute or be construed as a termination of this Easement. This Easement grant to the GRANTEE, its successors and assigns the exclusive right to use the Easement Property above, on and below its surface.

This Easement shall run with the land and shall be binding upon the GRANTOR, all parties entitled to use or possession of the Easement Property by or through the GRANTOR, including lessees, and the successors and assigns of each of the aforementioned parties unless or until this easement is terminated as hereinabove provided. This Easement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this easement on the day and year first above written.

WITNESSES:

GRANTOR:

By: [Signature]

[Signature]

Witness name: Richard G. Tart

Kristian Strong

Witness address: 155 FRd

By: [Signature]

[Signature]

Witness name: William Garcia

Kimberly Strong

Witness address: 155 F Rd.

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged and subscribed before me by means of physical presence or online notarization, this 20 day of December, 2024, by Kristian Strong and Kimberly Strong, who are personally known to me or produced FL DL as identification.

[Signature]
(Signature of Notary Public-State of Florida)

(Print, type, or stamp commissioned name of Notary public)



GRANTEE ACCEPTANCE:

TOWN OF LOXAHATCHEE GROVES

ATTEST:

By: _____
Anita Kane, Mayor

Town Clerk

Approved as to form
and legal sufficiency

By: _____

Date: _____

EXHIBIT A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
 NOT VALID WITHOUT ACCOMPANYING SHEETS 2 & 3

Item 8.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NORTH 1/2 OF THE EAST 1/2 OF TRACT 33, BLOCK "E" OF THE PLAT LOXAHATCHEE GROVES, AS RECORDED IN PLAT BOOK 12, PAGE 29 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LANDS SITUATE IN SECTION 28, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT 33, BLOCK "E"; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID TRACT S02°16'03"W A DISTANCE OF 337.57 FEET TO A POINT ON THE SOUTHERLY LINE OF THE NORTH 1/2 OF SAID TRACT; THENCE ALONG SAID SOUTHERLY LINE N89°12'53"W A DISTANCE OF 20.01 FEET TO A POINT ON A LINE 20 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID TRACT; THENCE ALONG SAID PARALLEL LINE N02°16'03"E A DISTANCE OF 287.55 FEET; THENCE LEAVING SAID PARALLEL LINE N89°12'53"W A DISTANCE OF 10.00 FEET TO A POINT ON A LINE 30 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF SAID TRACT; THENCE ALONG SAID PARALLEL LINE N02°16'03"E A DISTANCE OF 50.02 FEET TO A POINT ON THE NORTHERLY LINE OF SAID TRACT, THENCE ALONG SAID NORTHERLY LINE S89°12'53"E A DISTANCE OF 30.01 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 7,252 SQUARE FEET (0.166 ACRES) MORE OR LESS.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 12, 2024. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

Jennifer Malin

Digitally signed by Jennifer Malin
 Date: 2024.12.12 15:20:43 -05'00'

JENNIFER MALIN, P.S.M.
 PROFESSIONAL SURVEYOR AND MAPPER
 STATE OF FLORIDA LICENSE NO. 6667
 STATE OF FLORIDA LB#6603

FOR:

1201 F ROAD EASEMENT

SCALE:	N/A
DRAWN BY:	JCM
CHECKED BY:	CAR
DATE:	12-12-2024



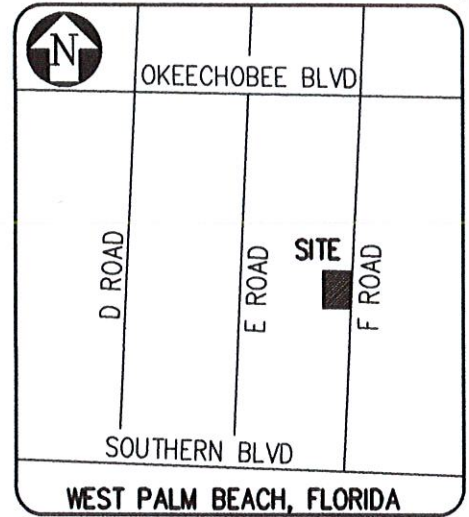
1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
 PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

FIELD BOOK #	SHEET: 1 / 3
FLORIDA R.L.S. #	JOB # 22138.131

EXHIBIT A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 3

LEGEND

- PB PLAT BOOK
- PG PAGE
- R/W RIGHT-OF-WAY
- PCN PARCEL CONTROL NUMBER
- ORB OFFICIAL RECORDS BOOK
- POB POINT OF BEGINNING
- Ⓞ CENTERLINE



WEST PALM BEACH, FLORIDA

LOCATION MAP
N.T.S.

NOTES:

1. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY ENGENUITY GROUP, INC.
 2. THIS SKETCH IS BASED ON INFORMATION FURNISHED BY THE CLIENT OR THE CLIENT'S REPRESENTATIVE.
 3. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL, OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
 4. BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARING (NAD 83-90) OF N02°11'51"E ALONG A LINE BETWEEN PALM BEACH COUNTY CONTROL POINTS "OKEE 9-A" AND "OKEE 9-1" AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
 5. DISTANCES SHOWN HEREON ARE GRID DISTANCES EXPRESSED IN U.S. FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED.
 6. THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17-050-.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.
 7. COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR, FLORIDA EAST ZONE 901, USING THE NORTH AMERICAN DATUM OF 1983 WITH THE 1990 ADJUSTMENT (NAD 83-90).
- SCALE FACTOR: 1.000007062
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

FDR:

1201 F ROAD EASEMENT

SCALE:	N/A
DRAWN BY:	JCM
CHECKED BY:	CAR
DATE:	12-12-2024



1280 CONGRESS AVENUE, SUITE 101, WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

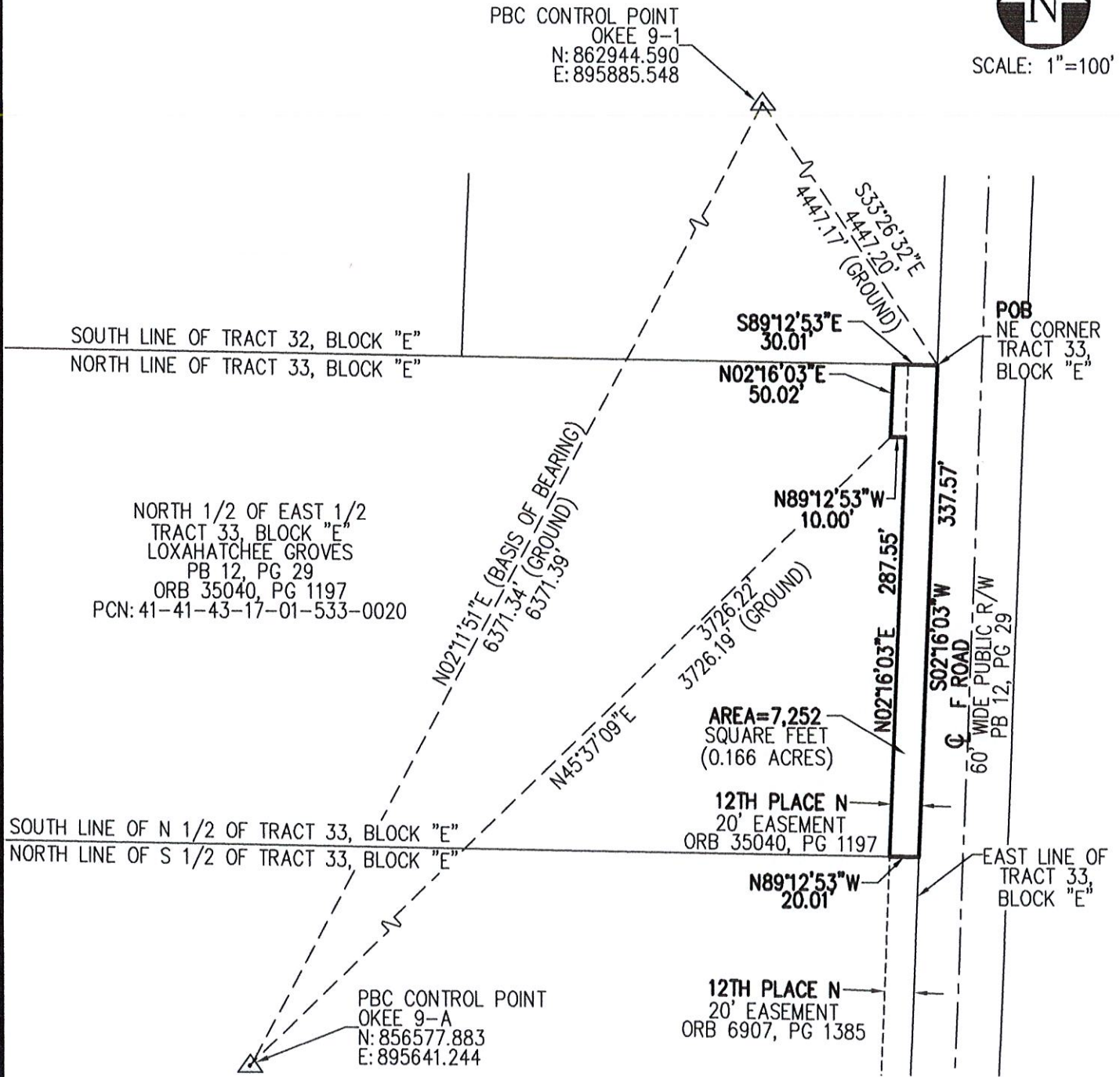
FIELD BOOK #	SHEET: 2 / 3
FLORIDA R.L.S. #	JOB # 22138.131

EXHIBIT A
SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY
 NOT VALID WITHOUT ACCOMPANYING SHEETS 1 & 2

Item 8.



SCALE: 1"=100'



FDR: **1201 F ROAD EASEMENT**

SCALE:	1":100'
DRAWN BY:	JCM
CHECKED BY:	CAR
DATE:	12-12-2024

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FIELD BOOK #	SHEET:
	3 / 3
FLORIDA R.L.S. #	JOB #
	22138.131

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



AGENDA MEMO

TO: TOWN COUNCIL

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

DATE: JANUARY 7, 2025

SUBJECT: RESOLUTION NO. 2025 - 05 - DESIGNATION OF MAYOR OR MAYOR'S ALTERNATE AS PRIMARY SPOKESPERSON

Background

Legislative and budgetary decisions at the county, state, and federal levels can significantly impact the operations and priorities of the Town of Loxahatchee Groves. To ensure the Town's interests are effectively communicated, *Resolution No. 2025-05* designates the Mayor as the primary spokesperson. In the event of the Mayor's absence or unavailability, the Mayor may designate an alternate, who must be a member of the Town Council or an executive officer of the Town. This ensures continuity and flexibility in advocating for the Town's legislative and budgetary priorities, including matters of appropriations.

The resolution also establishes a framework for coordination, requiring the Mayor or alternate to inform the Town Manager and work alongside the Town's lobbyists to maintain consistency in communication efforts.

Recommendation:

Staff recommends the adoption of *Resolution No. 2025-05* to formalize the designation of the Mayor, or the Mayor's alternate, as the Town's spokesperson on legislative and budgetary matters.

TOWN OF LOXAHATCHEE GROVES**RESOLUTION NO. 2025-05**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, DESIGNATING THE MAYOR, OR THE MAYOR'S DESIGNATED ALTERNATE, AS THE PRIMARY SPOKESPERSON ON BEHALF OF THE TOWN RELATIVE TO PROPOSED AND PENDING LEGISLATION BEFORE COUNTY, STATE, AND FEDERAL ELECTED REPRESENTATIVES, INCLUDING MATTERS OF APPROPRIATIONS; AUTHORIZING THE MAYOR OR DESIGNATED ALTERNATE TO CONVEY THE TOWN'S POSITION ON LEGISLATIVE AND BUDGETARY ISSUES IN COMMUNICATIONS WITH ELECTED OFFICIALS, STAFF MEMBERS, AND THE TOWN'S LOBBYISTS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, in the event the Palm Beach Board of County Commissioners, Florida Legislature, and U.S. House of Representatives as well as state and federal executive agencies deliberate on legislation, appropriations, or other budgetary matters that may directly or indirectly impact the Town of Loxahatchee Groves and its operations, it is essential for the Town to effectively advocate for its interests and communicate its priorities; and

WHEREAS, it is incumbent on the Town Council to communicate with elected representatives at the county level (Palm Beach County Board of County Commissioners), state level (Florida State Senate and Florida House of Representatives), and federal level (U.S. House of Representatives and U.S. Senate), as well as relevant executive branches of government, to advocate for legislation and funding appropriations beneficial to the Town and its citizens; and

WHEREAS, Section 2 of the Town Charter designates the Mayor as the Town official to represent the Town when dealing with other entities; and

WHEREAS, the Town Council recognizes the importance of designating a primary spokesperson to engage with elected officials and their staff on legislative and budgetary matters while providing flexibility for the Mayor to designate an alternate if necessary.

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

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

Section 2. The Town Council hereby designates the Mayor, or in the Mayor's absence or unavailability, the Mayor’s designated alternate, as the Town’s primary spokesperson with respect to written and oral communications with Palm Beach Board of County Commissioners, members of the Florida Legislature, members of the U.S. House of Representatives, U.S. Senators, and their respective staff, as well as state and federal executive agencies, concerning any potential or pending legislative or budgetary matters, including appropriations.

- The designated alternate must be a member of the Town Council or an executive officer of the Town, as determined by the Mayor.
- When communicating with county, state, or federal officials and legislators, the Mayor or alternate shall endeavor to coordinate such communications with the Town’s lobbyists and inform the Town Manager of the communications.

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

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

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

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 7th DAY OF JANUARY 2025.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Anita Kane, Mayor

Valerie Oakes, Town Clerk

Margaret Herzog, Vice Mayor

APPROVED AS TO LEGAL FORM:

Phillis Maniglia, Councilmember

Office of the Town Attorney

Robert Shorr, Councilmember

Laura Danowski, Councilmember

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

**AGENDA MEMO**

TO: Town Council

FROM: Richard Gallant, Director of Public Works

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

DATE: Tuesday, January 7, 2025

SUBJECT: Address Assignment Fee

Background

Indian Trails Improvement District (ITID) has recently installed guardrails along 162nd Drive N. Amongst doing so, access to five Loxahatchee Groves properties has been affected. In accordance with the Town's inter-jurisdictional Ordinance and per the direction of Burgess Hanson, the Executive Director of the Indian Trails Improvement District, the following 162nd Drive N. addresses need to be changed to reflect 161st Terrace N.:

3848 162nd Drive N.3178 162nd Drive N.3238 162nd Drive N.2874 162nd Drive N.2170 162nd Drive N.

The standard fee for the address change is \$500. Staff strongly believes that this sudden change caused by the ITID guardrail installation is a burden to that resident and the Town should waive the \$5000 address assignment application fee as this circumstance is of no fault to the resident who resides at the above addresses.

Recommendation:

Motion to waive the address assignment application fee of \$500 for each of the above addresses.

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: January 7, 2025

SUBJECT: Helicopter Landings in the Town

Background: There have been recent inquiries from property owners and/or potential purchasers of property within the Town as to whether helicopters are permitted to land on properties within the Town. The Town does not have any specific regulations with respect to helicopters landing, taking off, or being stored in the Town. The Town has informally approved emergency landings for trauma hawk and sheriff's helicopters at the Sod Farm property and the owners of that property will allow such landings and take offs, but there was no formal application or review approving that activity. The Federal Aviation Administration (FAA) does not prohibit landings in open areas deemed safe by pilots of helicopters so it is not unusual for polo fields or golf courses or other similarly open areas to occasionally allow helicopter landings and takeoffs with the owner's consent from such properties.

The Florida Department of Transportation has the authority in conjunction with the FAA to regulate private and public airports in the State of Florida. All airports including helipads and heliports are required to get site approval from the state. The governing statutes and regulations are found in Chapter 330 F.S. and Chapter 14-60 Florida Administrative Code.

From a technical standpoint, landings and take offs other than on an emergency basis should not occur from a location that does not have FDOT approval. Staff contacted David Roberts the State Aviation Manager with FDOT and he confirmed that under state regulations a site that allows even one non-emergency landing is subject to site approval by the state.

Part of FDOT's site approval process for private airports (which includes helipads and heliports) includes a zoning compliance report. The Town's ULDC states that if a use is not listed as a permitted or conditional/special exception use it is not permitted. Generally, a helipad or heliport would be considered a use and regular landings would not be permitted. The question that arises is whether occasional or intermittent landings would be considered a use and therefore prohibited. Based on the state's position that all landing areas, even if intermittent or occasional, require site approval, it is recommended that such occasional or intermittent landings and takeoffs, be

considered a use. If it is considered a use of land and prohibited the landing would be subject to code enforcement matter and subject to the code enforcement process. The difficulty in enforcing the code against intermittent or occasional landings are obvious, given the limited time and speed in which landings and takeoffs can take place, having a code enforcement officer in the vicinity to view the takeoff and/or landing is unlikely. Enforcement would then require the cooperation and testimony of property owners who actually witnessed the activity.

Neighboring jurisdictions have mixed regulations on the subject. Royal Palm Beach had a regulation relating to airports and helipads until 1989, but no longer addresses the subject in their land development regulations. They, as most jurisdictions take the position that if some use is not permitted it is prohibited. Wellington has a provision in its code that allows up to 18 landings and takeoffs from a site during a year on properties in their EOZD area or on properties 60 acres or larger in size. The County allows helipads as set forth in 4.B.8.C.2 "Heliport or Vertiport". (A copy of the relevant section is attached). Of particular relevance in comparing County allowance to circumstances in Loxahatchee Groves are that on agriculturally classified use properties containing a minimum of 10 acres a heliport is permitted by right and as an accessory use to Single Family on properties zoned AR a heliport is permitted subject to a class A conditional use application.

At this time the Town's position would be that helicopter landings and takeoffs are not permitted under the zoning code. If the Council wishes to allow such use, it would be subject to FDOT site approval as well as any zoning regulations the Council determined were appropriate and necessary.

Direction is sought on whether the Town Council wishes to permit helicopters and under what circumstances in general and whether the specific use at the Sod Farm property should be addressed, at least with confirmation of approval of the site by FDOT.

Recommendation: Council discussion and direction.

14-60.005 Airport Site Approval.

(1) Any proposed new airport requires an airport site approval order issued by the Florida Department of Transportation (Department). Site approval by the Department is required prior to the establishment of an operational airport.

(2) Issuance of a new airport site approval order shall be required by the Department, whenever:

(a) The Department has determined the airport site approval order to be invalid because the site approval application contained inaccurate data or misrepresentation of facts.

(b) The Department has revoked the airport site approval order.

(c) The license for an existing public airport has expired, without having a new license issued.

(d) The registration for an existing private airport has expired, without being re-certified.

(3) An application for airport site approval shall be made in the form and manner required by the Department. There are no monetary fees required for this airport site approval service.

(a) Public Airport. Public airport site approval applicants shall submit a Public Airport Site Approval Application, DOT Form 725-040-12, Rev. 02/04, incorporated by reference under Rule 14-60.011, F.A.C., along with all required supporting documentation, to the following: State Aviation Manager, Florida Department of Transportation, 605 Suwannee Street, MS #46, Tallahassee, Florida 32399-0450.

(b) Private Airport. Private airport site approval applicants shall complete an interactive internet-based registration application and certify that the information is true and correct to the best of their knowledge, using a Department electronic aviation facility data system.

(c) Temporary Airport. Temporary, public or private airport site approval applicants, due to the limitations placed on their use for a period of less than 30 days and the restriction to no more than 10 operations per day, and due to a normal short lead-time prior to the necessity for activating flight operations, shall have a site approval process with each proposal evaluated by the Department based upon the application. Applicants for a temporary, public or private airport site approval should contact the Department at the earliest opportunity to present their requirements and request a site proposal review and Department approval or disapproval.

(4) Conditions for Site Approval. The Department shall grant site approval for a proposed airport that complies with all the requirements of Section 330.30, F.S., subject to any reasonable conditions necessary to protect the public health, safety, or welfare. Such conditions shall include operations limited to VFR flight conditions, restricted approach or takeoff direction from only one end of a runway, specified air-traffic pattern layouts to help prevent mid-air collision conflict with aircraft flying at another nearby airport, airport noise abatement procedures in order to satisfy community standards, or other environmental compatibility measures.

(5) Public Airport Site Approval. Public airport site approval applications shall be accompanied by the following supporting documentation to allow the Department to make its airport site approval determination and to ensure the applicant's satisfaction of conditions stated in subsection 14-60.005(4), F.A.C., above:

(a) Property Rights. Provide a copy of written legal confirmation of ownership, option to buy, or lease agreement for the real property that comprises the site on which the proposed airport would be located. Although adequate safety areas surrounding an airport site are important and a factor in the Department's approval determination, the applicant is not required to hold property rights over those real property areas that would constitute runway approach surfaces.

(b) Facility Diagram. Provide a scale drawing showing the size and dimensions of the proposed facility; property rights of way and easements; lighting, power, and telephone poles; location of building(s) on property and surrounding areas; and direction, distance, and height of all structures over 25 feet within 1,000 feet of the site perimeter.

(c) Geodetic Position. Provide a copy of a U.S. Geological Survey quadrangle map or equivalent with the proposed site plotted to the nearest second of latitude and longitude.

(d) Location Map. Provide a copy of a map or sketch, at least 8.5 x 11 inches in size, showing the location of the proposed site, with respect to recognizable landmarks and access roads to the site clearly marked.

(e) Aviation Facilities. Provide a list of names and mailing addresses for adjacent airports, including a sample copy of the letter submitted as proposal notification to these airports, and attach a copy of all airport reply correspondence.

1. For a proposed airport or seaplane landing facility, list all VFR airports and heliports within five nautical miles and all IFR airports within 20 nautical miles.

2. For a proposed heliport, list all VFR airports and heliports within three nautical miles and all IFR airports within 10 nautical miles.

(f) Local Government. Provide a copy of each of the letters of notification, showing the recipient's name and mailing address,

that have been submitted to each zoning authority having jurisdiction, for the municipality and county in which the site lies or which is located within five nautical miles of the proposed airport site. The applicant shall also include a copy of all related correspondence from each city or county authority, including a statement that the proposed airport site is in compliance with local zoning requirements or that such requirements are not applicable.

(g) **Adjacent Property.** Provide a list of the names and mailing addresses of all real property owners within 1,000 feet of the airport site perimeter, or within 300 feet of the heliport or helistop site perimeter, including a single copy of the letter of notification submitted as notification to these adjacent real property owners, and include a copy of all real property owner correspondence in reply. If notification was provided by a local government as part of its review and approval process for the airport, provide written confirmation of the fact, in lieu of the above required submittal by the applicant.

(h) **Public Notice.** Provide a copy of the notice and of the letter, showing the recipient's name and mailing address, requesting publication of notification of the proposed airport site in a newspaper of general circulation in the county in which the proposed airport site is located and counties within five nautical miles of the proposed airport site. If this condition has been accomplished by a local government as part of its review and approval process for the airport, provide written confirmation of the fact, in lieu of the above required submittal by the applicant.

(i) **Waste Sites.** Provide written confirmation that the runway(s) on the proposed airport would not be located within 5,000 feet of any solid waste management facility for a proposed airport serving only non-turbine aircraft, or within 10,000 feet of any solid waste management facility for a proposed airport serving turbine-driven aircraft.

(j) **Air Traffic Pattern.** Provide written confirmation, including a graphical depiction, demonstrating that safe air traffic patterns can be established for the proposed airport with all existing and approved airport sites within three miles of the proposed airport site. Provide a copy of written memorandum(s) of understanding or letter(s) of agreement, signed by each respective party, regarding air traffic pattern separation procedures between the parties representing the proposed airport and any existing airport(s) or approved airport site(s) located within three miles of the proposed site.

(k) **Safety Factors.** Provide written confirmation that the runway and taxiway design criteria and airport design layout of the proposed airport have appropriately taken into account consideration of the manufacturer's performance characteristics for the type(s) of aircraft planned to be operated; the frequency and type(s) of flight operations to be anticipated; planned aviation-related or non-aviation activities on the airport; and any other safety considerations, as necessary, to help ensure the general public health, safety, and welfare of persons located on or near the airport.

(l) **Security Factors.** Provide written confirmation that the proposed airport site owner or lessee will take appropriate steps to help protect the general public health, safety, and welfare through secure airport operations and that they will develop and implement adequate airport security measures to safeguard airport and aviation-related assets from misappropriation or misuse in order to prevent potential loss or public endangerment.

(m) **FAA Approval.** Provide a copy of the notification to the FAA regarding the proposed airport site and a copy of the FAA's airspace approval correspondence given in response.

(6) **Private Airport Site Approval.** Private airport site approval applications, as stated in paragraph 14-60.005(3)(b), F.A.C., above, are subject to the same requirements for approval as stated for public airport site approval applicants in paragraphs 14-60.005(5)(a)-(m), F.A.C., above. However, private airport site approval applicants are required only to respond to interactive inquiries on the specified Department private airport website. Private airport applicants are not required to submit a hard copy, written site approval application nor supporting documentation, as required of public airports. However, all private airport site approval applicants shall retain for their records all of the required documentation related to the site approval application, in order to be able to respond to any possible future local, state, or federal inquiry.

(a) The Private Airport Registration and Site Approval website (<http://www.florida-aviation-database.com/>) uses a series of interactive screens to provide information and receive input from private airport owners. To begin the process, general airport site approval information is provided in narrative outline form as an overview of the process, listing requirements included in paragraphs 14-60.005(5)(a)-(m), F.A.C.

(b) In keeping with the legislative requirement for controlled electronic access to the state aviation database, the Department's site uses a "User ID" and "Password" system. New users will be required to "Create an Account" online by providing essential information: name, address, telephone number, and e-mail address. The website will respond providing an initial "User ID" and "Password" for the user to complete the site approval process.

(c) The airport site approval screen asks the user to input data related to type of facility (airport, heliport, or ultralight);

proponent information (name, address, phone number, fax number, and e-mail address); facility data (facility name, physical location, geographical location – latitude, longitude, and elevation, and primary type of facility use); and landing area data (runway/helipad magnetic bearing, length, width, and type of surface – paved/unpaved).

(d) The user certifies the accuracy of the information and data entered on the screen and submits the information to the Department.

(e) Approval or denial of the airport site approval application is issued by the Department via e-mail to the applicant's e-mail address, along with an airport site approval order, if granted.

(7) Department Site Approval Process. The Department process for determining the approval or disapproval of an airport site application will vary by type of airport proposed, as follows:

(a) Department Process for Public Airports. The Department shall conduct a review and detailed audit, as necessary, of the submitted airport site approval application and all required supporting documentation for accuracy and completeness. Failure of the applicant to provide a complete application by the conclusion of this period shall result in the Department returning the application to the applicant without action. Site approval shall be granted for public airports only after the Department determines the conditions of subsection 14-60.005(4), F.A.C., above, are satisfied and only after favorable completion of a physical inspection of the proposed public airport site by Department authorized personnel.

1. Following issuance of the public airport site approval order, the Department shall place an announcement in the Florida Administrative Register. In order to allow for required administrative processing and publishing lead times, 45 days shall be allowed from the date of issuance until the effective date of the public airport site approval order.

2. From the date of publication of the Florida Administrative Register containing the public airport site approval order announcement, 21 days shall be allowed for the public to petition the Department for an administrative hearing pursuant to Section 120.57(1), F.S.

a. If a petition for administrative hearing is not filed, the public airport site approval order shall take effect 45 days after the date of its issuance.

b. If a petition for administrative hearing is filed, the public site approval order shall not take effect 45 days after the date of its issuance, but shall be held in abeyance pending the outcome of the administrative hearing. The Department will provide notification to the applicant stating that a petition has been filed and that the public airport site approval order effective date is pending the outcome of the administrative hearing.

3. Any public airport limited exclusively to the specific, reasonable conditions stated on its site approval order imposed by the Department to protect public health, safety, or welfare, shall be designated a "Limited Airport."

(b) Department Process for Private Airports. The Department shall conduct a review and detailed audit, as necessary, of the private airport site application information, submitted via the specified electronic internet-based website. Incomplete information will preclude the Department from further processing and the applicant will be notified of application deficiencies. Site approval shall be granted for private airports only after the requirements of subsection 14-60.005(4), F.A.C., above, have been met. Physical inspection of the private airport site is not required.

1. The Department shall place an announcement in the Florida Administrative Register of the issuance of the private airport site approval order.

2. From the date of publication of the *Florida Administrative Register* containing the private airport site approval order announcement, 21 days shall be allowed to petition the Department for an administrative hearing pursuant to Chapter 120, F.S.

a. If a petition for administrative hearing is not filed, the private airport site approval order shall take effect 45 days after the date of its issuance.

b. If a petition for administrative hearing is filed, the private airport site approval order shall not take effect but shall be held in abeyance pending the outcome of the administrative hearing. The Department will provide notification to the applicant stating that a petition has been filed and that the private airport site approval order effective date is pending the outcome of the administrative hearing.

3. Any private airport limited exclusively to the specific, reasonable conditions stated on its site approval order imposed by the Department to protect public health, safety, or welfare, shall be designated a "Limited Airport."

(c) Department Process for Temporary Airports. The Department shall conduct a review and detailed audit, as necessary, of the information submitted by temporary, public or private airport applicants. Site approval shall be granted for temporary airports only after the requirements of subsection 14-60.005(4), F.A.C., above, have been met. Physical inspection of the site is not required.

Additionally, due to the short lead time and duration, as well as urgent requirements often related to a temporary airport the Department will not publish announcement for public review and comment regarding its issuance of a temporary airport site approval order. Temporary airport site approval orders shall take effect concurrent with the date of issuance.

(8) Airport Site Approval Order.

(a) Issuance. The Department approval of a proposed public or private airport site shall be documented by issuance of an airport site approval order, which shall remain valid for a period of two years from its effective date and which can be extended for subsequent periods of two years, provided conditions for site approval that led to the initial approval of the site have not changed to a degree that would cause the Department to now deny a site approval. Special conditions imposed on the site approval order must be satisfied prior to airport licensing or registration.

(b) Revocation. The Department shall revoke a site approval order, if it determines:

1. That the site has been abandoned as an airport site.
2. That the site has not been developed as an airport within two years of the issuance of the site approval, unless revoked by the Department prior to expiration or development does not comply with conditions of the site approval.
3. That aircraft have operated on the site prior to airport licensing or registration, except as required for an in-flight emergency.
4. That the site is no longer usable for aviation purposes due to physical or legal changes in conditions that were the subject of the approval granted.

Rulemaking Authority 330.29(4), 334.044(2) FS. Law Implemented 330.29, 330.30, 333.03(2), 330.39 FS. History—New 10-29-65, Amended 7-13-71, Revised 11-23-72, Amended 7-18-73, 4-18-76, 11-19-81, 1-8-85, Formerly 14-60.05, Amended 12-26-95, 2-11-97, 10-10-04.

B. General Transportation Standards for Aviation-Related Uses

All Airports, Heliports, Landing Strips, and Seaplane Facilities not owned and operated by the State of Florida, PBC, or a Hospital shall comply with the following standards:

1. Setbacks

- a. No structure or navigation aid shall be located within 50 feet of any property line.
- b. There shall be a 100-foot setback between the edge of the landing area, as defined by the FDOT, and the property line.

2. Structure Height

A Variance shall not be required for a structure to exceed the height limit for the zoning district in which the use is located, if the additional height is required by Federal law or Florida Statutes.

3. Hangars

Storage buildings for aircraft shall be allowed as principal structures. Hangars accessory to an Agriculturally Classified Use as established by State Statutes shall be located on parcels containing a minimum of 20 acres.

4. FAA and FDOT Requirements

DRO and Class A Conditional Use approvals as related to FAA and FDOT requirements shall be in accordance with F.S. § 125.022(4), Development Permits.

C. Definitions and Supplementary Use Standards for Specific Uses**1. Airport****a. Definition**

Any facility designed to accommodate landing or take-off operations of aircraft.

2. Heliport or Vertiport**a. Definition**

A facility designed to accommodate helicopter operations or other vertical take-off and landing rotorcraft, including facilities and structures, needed for heliport businesses to function. [Ord. 2017-025]

b. Accessory Uses

Except where otherwise allowed as a principal or collocated use, a Heliport limited to landing and take-off of helicopters, tilt rotors, or rotorcraft may be allowed as an accessory use, as follows:

- 1) Accessory to an Agriculturally Classified Use as established by State Statutes, in the AGR, AR, AP, and RE Zoning Districts, located on parcels containing a minimum of ten acres, shall be Permitted by Right.
- 2) Accessory to Single Family in the AR, RE, and RM Zoning Districts, subject to Class A Conditional Use approval.
- 3) Accessory to a residential subdivision, as a Neighborhood Recreation Facility, or within the Recreation or Civic Pod of a PDD or TDD, subject to Class A Conditional Use approval.
- 4) Accessory to a Public Park as follows:
 - a) Subject to Class A Conditional Use approval if located within 1,000 feet from a parcel of land with a residential use or FLU designation. A Heliport shall be Permitted by Right if located more than 1,000 feet from a parcel of land with a residential use or FLU designation. Measurement shall be made from the edge of the helipad to the property line of a parcel of land with a residential FLU designation or use; or
 - b) Permitted by Right if limited to a helipad for emergency purposes.
- 5) A helipad accessory to Data and Information Processing, and Research and Development subject to Class A Conditional Use approval.
- 6) Accessory to Government Services or Government Facilities, subject to Class A Conditional Use approval. A Heliport shall be Permitted by Right if located more than 1,000 feet from a parcel of land with a residential FLU designation or use. Measurement shall be made from the edge of the helipad to the property line of a parcel of land with a residential FLU designation or use.
- 7) Accessory to a Hospital may be Permitted by Right.

Select Year:

The 2024 Florida Statutes

[Title XXV](#)

[Chapter 330](#)

[View Entire Chapter](#)

AVIATION

REGULATION OF AIRCRAFT, PILOTS, AND AIRPORTS

330.30 Approval of airport sites; registration and licensure of airports. –

(1) SITE APPROVALS; REQUIREMENTS, EFFECTIVE PERIOD, REVOCATION. –

(a) Except as provided in subsection (3), the owner or lessee of a proposed airport shall, before site acquisition or construction or establishment of the proposed airport, obtain approval of the airport site from the department. Applications for approval of a site shall be made in a form and manner prescribed by the department. The department shall grant the site approval if it is satisfied:

1. That the site has adequate area allocated for the airport as proposed.
2. That the proposed airport will conform to licensing or registration requirements and will comply with the applicable local government land development regulations or zoning requirements.
3. That all affected airports, local governments, and property owners have been notified and any comments submitted by them have been given adequate consideration.
4. That safe air-traffic patterns can be established for the proposed airport with all existing airports and approved airport sites in its vicinity.

(b) Site approval shall be granted for a public airport only after a favorable department inspection of the proposed site.

(c) Site approval shall be granted for a private airport only after receipt of documentation in a form and manner the department deems necessary to satisfy the conditions in paragraph (a).

(d) Site approval shall be granted for a temporary airport only after receipt of documentation in a form and manner the department deems necessary to satisfy the conditions in paragraph (a). Such documentation must be included with the application for a temporary airport registration.

(e) For the purpose of granting site approval, the department may not require an applicant to provide a written memorandum of understanding or letter of agreement with other airport sites regarding air traffic pattern separation procedures unless such memorandum or letter is required by the Federal Aviation Administration or is deemed necessary by the department.

(f) Site approval may be granted subject to any reasonable conditions the department deems necessary to protect the public health, safety, or welfare.

(g) Approval as a public airport or a private airport shall remain valid for 2 years after the date of issue unless revoked by the department or unless a public airport license is issued or a private airport registration is completed pursuant to subsection (2) before the expiration date.

(h) The department may extend a public airport or private airport site approval for subsequent periods of 2 years per extension for good cause.

(i) The department may revoke an airport site approval if it determines:

1. That the site has been abandoned as an airport site;
2. That the site has not been developed as an airport within a reasonable time period or development does not comply with the conditions of the site approval;
3. That, except as required for in-flight emergencies, aircraft have operated on the site; or
4. That the site is no longer usable for aviation purposes due to physical or legal changes in conditions that were the subject of the approval granted.

(2) LICENSES AND REGISTRATIONS; REQUIREMENTS, RENEWAL, REVOCATION.—

(a) Except as provided in subsection (3), the owner or lessee of an airport in this state shall have a public airport license, private airport registration, or temporary airport registration before the operation of aircraft to or from the airport. Application for a license or registration shall be made in a form and manner prescribed by the department.

1. For a public airport, upon granting site approval, the department shall issue a license after a final airport inspection finds the airport to be in compliance with all requirements for the license. The license may be subject to any reasonable conditions the department deems necessary to protect the public health, safety, or welfare.

2. For a private airport, upon granting site approval, the department shall provide controlled electronic access to the state aviation facility data system to permit the applicant to complete the registration process. Registration shall be completed upon self-certification by the registrant of operational and configuration data deemed necessary by the department.

3. For a temporary airport, the department must publish notice of receipt of a completed registration application in the next available publication of the Florida Administrative Register and may not approve a registration application less than 14 days after the date of publication of the notice. The department must approve or deny a registration application within 30 days after receipt of a completed application and must issue the temporary airport registration concurrent with the airport site approval. A completed registration application that is not approved or denied within 30 days after the department receives the completed application is considered approved and shall be issued, subject to such reasonable conditions as are authorized by law. An applicant seeking to claim registration by default under this subparagraph must notify the agency clerk of the department, in writing, of the intent to rely upon the default registration provision of this subparagraph and may not take any action based upon the default registration until after receipt of such notice by the agency clerk.

(b) The department may license a public airport that does not meet standards only if it determines that such exception is justified by unusual circumstances or is in the interest of public convenience and does not endanger the public health, safety, or welfare. Such a license shall bear the designation “special” and shall state the conditions subject to which the license is granted.

(c) A temporary airport license or registration shall be valid for less than 30 days and is not renewable. The department may not approve a subsequent temporary airport registration application for the same general location if the purpose or effect is to evade otherwise applicable airport permitting or licensure requirements.

(d)1. Each public airport license shall expire no later than 1 year after the effective date of the license, except that the expiration date of a license may be adjusted to provide a maximum license period of 18 months to facilitate airport inspections, recognize seasonal airport operations, or improve administrative efficiency.

2. Registration for private airports shall remain valid provided specific elements of airport data, established by the department, are periodically recertified by the airport registrant. The ability to recertify private airport registration data shall be available at all times by electronic submittal. A private airport registration that has not been recertified in the 24-month period following the last certification shall expire, unless the registration period has been adjusted by the department for purposes of informing private airport owners of their registration responsibilities or promoting administrative efficiency. The expiration date of the current registration period will be clearly identifiable from the state aviation facility data system.

3. The effective date and expiration date shall be shown on public airport licenses. Upon receiving an application for renewal of an airport license in a form and manner prescribed by the department and receiving a favorable inspection report indicating compliance with all applicable requirements and conditions, the department shall renew the license, subject to any conditions deemed necessary to protect the public health, safety, or welfare.

4. The department may require a new site approval for any airport if the license or registration has expired.

5. If the renewal application for a public airport license has not been received by the department or no private airport registration recertification has been accomplished within 15 days after the date of expiration, the department may revoke the airport license or registration.

(e) The department may revoke, or refuse to allow or issue, any airport registration or recertification, or a license or license renewal, if it determines:

1. That the site has been abandoned as an airport;
2. That the airport does not comply with the conditions of the license, license renewal, or site approval;
3. That the airport has become either unsafe or unusable for flight operation due to physical or legal changes in conditions that were the subject of approval; or
4. That an airport required to file or update a security plan pursuant to paragraph (f) has failed to do so.

(f)1. After initial licensure, a license of a publicly or privately owned general aviation airport that is open to the public, that has at least one runway greater than 4,999 feet in length, and that does not host scheduled passenger-carrying commercial service operations regulated under 14 C.F.R. part 139 shall not be renewed or reissued unless an approved security plan has been filed with the department, except when the department determines that the airport is working in good faith toward completion and filing of the plan.

2. Security plans required by this paragraph must be developed in accordance with the 2004 Security Planning for General Aviation Airports guidelines published by the Florida Airports Council. Certain administrative data from the approved security plan shall be submitted to the Department of Law Enforcement, in a format prescribed by the Department of Law Enforcement, for use in protecting critical infrastructure of the state.

3. The department shall not approve a security plan for filing unless it is consistent with Florida Airports Council guidelines.

4. An airport required to file a security plan pursuant to this paragraph shall update its plan at least once every 2 years after the initial filing date and file the updated plan with the department. The department shall review the updated plan prior to approving it for filing to determine whether it is consistent with Florida Airports Council guidelines. No renewal license shall be issued to the airport unless the department approves the updated security plan or determines that the airport is working in good faith to update it.

(3) EXEMPTIONS.—The provisions of this section do not apply to:

- (a) An airport owned or operated by the United States.
- (b) An ultralight aircraft landing area located more than 5 nautical miles from a public or military airport, except any ultralight landing area with more than 10 ultralight aircraft operating at the site.
- (c) A helistop used solely in conjunction with a construction project undertaken pursuant to the performance of a state contract if the purpose of the helicopter operations at the site is to expedite construction.
- (d) A helistop used by mosquito control or emergency services, not to include areas where permanent facilities are installed, such as hospital landing sites.

(e) An airport used exclusively for aerial application or spraying of crops on a seasonal basis, not to include any licensed airport where permanent crop aerial application or spraying facilities are installed, if the period of operation does not exceed 30 days per calendar year and the frequency of operations does not exceed 10 operations per day. Such proposed airports, which will be located within 3 miles of existing airports or approved airport sites, shall establish safe air-traffic patterns with such existing airports or approved airport sites, by memoranda of understanding, or by letters of agreement between the parties representing the airports or sites.

(f) Any body of water used for the takeoff and landing of aircraft, including any land, building, structure, or any other contrivance that facilitates private use or intended private use.

(4) EXCEPTIONS.—Private airports with 10 or more based aircraft may request to be inspected and licensed by the department. Private airports licensed according to this subsection shall be considered private airports as defined in s. 330.27(5) in all other respects.

History.—s. 4, ch. 24046, 1947; s. 1, ch. 61-215; s. 2, ch. 65-178; ss. 23, 35, ch. 69-106; s. 3, ch. 76-168; s. 1, ch. 77-457; s. 56, ch. 78-95; ss. 2, 3, ch. 81-318; ss. 3, 9, 10, ch. 84-205; s. 24, ch. 86-243; s. 14, ch. 87-225; s. 4, ch. 91-429; s. 19, ch. 94-237; s. 15, ch. 95-257; s. 1, ch. 95-412; s. 1, ch. 98-17; s. 1, ch. 99-256; s. 9, ch. 2002-183; s. 24, ch. 2003-286; s. 1, ch. 2005-145; s. 7, ch. 2023-70.

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Richard Gallant, CDM E.I., Public Works Director

DATE: January 7, 2025

SUBJECT: Road, Drainage, and Emergency Management Update

Background:

The following items are an update to the road and drainage systems in the Town:

- Currently IFB# 2024-01 Town FY24 Road Improvement Program has been awarded and the following actions have taken place:
 - The contractor has completed the paving portion of the project and has installed the speed humps in the various locations. To date they have paved and installed speed humps on the following roads:
 - 161 Terr N
 - 147th Ave N
 - Gruber Ln
 - Casey Rd
 - 24th Ct N West of F Rd
 - 24th Ct N East of F Rd
 - E Cirtus Dr
 - The next step in the process is to install stop bars and 20' long double yellow lines off the stop bars. The balance of the paving will remain unstriped.
- The Public Works Department continues to remediate roadside drainage swales as part of the FY24 Road Improvement Program. Additionally, the roads that are planned to receive small equestrian paths will be installed after the paving and swales are completed. Work has commenced on E Citrus Dr on the equestrian trail.
- Staff has relocated the mailboxes on 161st Terr N, Casey Rd, E Citrus, and Gruber to follow the guidelines established by the United States Postal Service.
- Staff will resume the remediation of the roadside swales on 161st Terr N and 147th Ave N before continuing on the equestrian trails. The other roadside swales that are part of the

FY24 paving plan will start after that until all of the swales are complete. Once complete staff will commence on the FY25 projects.

- Staff continues to work on clearing the tree debris left from the damage caused by the impacts of the EF-3 tornado that ripped through town. The majority of the debris was removed and cleared by the middle of December.
- Public Works management continues to prepare for preparing the FY25 paving plan, specifically A Rd from Okeechobee to Collecting Canal Rd and Collecting Canal Rd from A Rd to B Rd.
 - Staff continues to work with residents to obtain easements to properly install the road and drainage for the road. This includes removing required trees, preparing the road surface, and correct the canal bank and stabilize the section needed to build a safe road. Easements from all of the residents are required prior to the commencement of the remediation work.
- The Public Works Director awaiting the arrival of our new 2025 12-Yard 8.8L Freightliner or approved equal through the Florida Department of Financial Services Contract 25101600-21-STC.
 - The purchase order for the amount of \$120,031.30 was issued on May 8, 2024, and sent to the vendor, Southport Truck Group.
 - The initial date provided by the vendor to pick up the vehicle was December 2024.
 - Staff contacted the vendor and after receiving an update from the vendor, due to a delay caused by both Hurricane Helene and Milton, it is anticipated the vehicle will be ready in early 2025.
- The Public Works Director continues to finalize the required documentation to procure the LPR cameras that will be installed throughout the town to assist the Public Works Department and Palm Beach County Sheriff's Office find and prosecute those individuals who wish to use our town for illegal dumping.
 - The Public Works Director has obtained quotes from Flock Safety, one of the leading companies in LPR technology. These are also the only cameras that will interact with the Palm Beach County Sheriff's Office Real-Time Center systems.
 - Red Speed will also be providing supplement cameras as part of their agreement that will augment the LPR cameras to be procured by the Town
 - Staff will bring forward the associated agreements in January for the system the Town will obtain..
 - Staff is still reviewing a limited number of trail cameras that can be located in strategic locations.
- The Public Works team has completed the work with our debris hauler, Ashbriitt, and has removed the debris from the tornado that came through town in October. Our debris hauler removed 14,842 cubic yards of vegetative debris and 816 cubic yards of construction debris from throughout the Town. The total amount of storm related debris removed to date is 15,658 cubic yards. On December 2, the debris hauler began hauling all construction debris to Coastal's yard. Ashbriitt received yard waste debris to C Rd site until all of the debris on site was ground up and removed. All of the debris has been ground up and removed from the debris site and the site has been returned back to the state in which it was received. If a resident has storm related debris, it will be reviewed and if determined it is FEMA reimbursable storm related debris, it will be taken to

Coastal's yard until January when the 100% reimbursement period ends from FEMA. Coastal has resumed its normal routes and contractual vegetative debris limits of 6 CY.

- The Public Works Director is finishing the last items needed for the CIP bids for the FY25 projects.
- In March, the Public Works Superintendent is slated to attend the Certified District Manager course, and the Public Works Coordinator is scheduled to attend the Certified District Administrative Professional course in January.
- The Public Works Director serving as the Emergency Management Director has identified 64 online training opportunities to improve the educational prowess of various staff members in their duties of emergency management during an activation. Some of these trainings include navigating the FEMA grant portal and various aspects of damage assessment and protective measures. Response of personal to livestock emergencies during disasters, and working with volunteers and CERT during activations. All of the trainings are free, many take less than two hours to complete, and if started now all of the affected personal could have them complete before the start of the 2025 hurricane season.
- The Town contractor has commenced on removing the noxious exotic trees from the roadway swales and drainage pond on Hyde Park. In the beginning of the year staff will begin the process of removing the tree stumps, then reestablish and grade the swales, pond, and ditches to allow for better flow of water from the road and property. Once this work is complete, Public Works management will meet with the residents to discuss the replanting of the pond area.
- Staff continues its maintenance operations in grading the unpaved roads and mowing the drainage canals and canal banks.
- In the month of December, Public Works staff removed a larger Australian Pine from Gruber Ln that fell during the tornadic activity. Staff also beautified Town Hall by adding new rock and mulch around the flag poles and islands. Staff also removed debris from North Rd, F Rd, and B Rd canals with the Thing-a-ma-Digger. Staff completed repairs to the asphalt apron on Bryan Rd and F Rd and prepared the area for the replacement of the apron. Staff replaced the blind spot mirrors on D Rd, North Rd, W D Rd, and 6th Ct N in various locations. Staff continues to install new signs and street labels around the town, this month around Okeechobee and Collecting Canal Rds.

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Board of Supervisors of the Loxahatchee Water Control District

FROM: Francine L. Ramaglia, Town Manager

DATE: January 7, 2025

SUBJECT: District Annual Landowner’s Meeting

Background: Chapter 298, Florida Statutes, contemplates and the Water Control District holding an advertised landowners’ meeting annually. The primary purpose of such meetings is to elect the Board of Supervisors. The Board of Supervisors for the Loxahatchee Groves Water Control District are the members of the Town Council, in accordance with the special act making the district a dependent district of the Town (codified in Section 1 “Loxahatchee Water Control District of Chapter 46 “Special Districts” of the Town’s Code of Ordinances). Nonetheless, the landowners’ meeting does present the opportunity to review the works of district and do some housecleaning with respect to the relationship between the District and the Town.

Attached is the interlocal agreement and amendments between the Town and the District. The interlocal agreement does not specify which persons will be the District Engineer, Attorney for the District, District Administrator, or the District Secretary. Rather the Board adopted separate resolutions in 2018 with respect to those positions. The following is a review of those resolutions and suggested updates.

District Administrator – Immediately after the District became a dependent district of the Town, the District had a District Administrator and Resolution 2018-DD04 (copy attached) contemplated a situation in which the Town Manager and District Administrator were not going to be the same person, but clarified that the District Administrator would report to and be under the supervision of the Town Manager. The current reality is that the Town Manager acts as the District Administrator and the suggestion is to adopt a resolution which reflects that reality and have the Town Manager and District Administrator be one and the same person. The Town Manager’s current contract requires the Manager to perform the functions and duties of the Chief Administrative Officer of the Loxahatchee Groves Water Control District. Resolution 2025-DD01 has been prepared to reflect the District Administrator is the Town Manager.

District Engineer – In 2018, the Board adopted Resolution 2018-DD06 designating the Town Engineer as the District Engineer. At the time, the Town had designated Keshavarz and Associates as the Town Engineer. There is no State or Town requirement that the Town employ a Town Engineer and the current contracts with the Town’s various engineers does not designate any of them as the Town Engineer. They are the Town’s engineers for the respective projects they work on, but no so in a general sense. Section 298.16 F.S. does require the appointment of a District Engineer by the District. To that end it is recommended the Board adopt Resolution 2025-DD02 appointing Richard Gallant, the Town’s Public Works Director, and is trained as an engineer, the District Engineer.

Attorney for the District – A question arose at a recent District/Council meeting as to whether the Town Attorney was also named as the Attorney for the District. The Town Attorney’s current contract does not specifically reference their work for the District, but Resolution 2018-DD05 designates the Town Attorney as the Attorney for the District. The resolution remains valid and appears to be sufficient to have the Town Attorney act as the Attorney for the District without modification.

District Secretary – Similar to the situation with the Attorney, in 2018 the Board passed Resolution 2018-DD03 designating the Town Clerk to serve as the District Secretary and it remains valid and does not appear to need modification

Report on District Works – The Public Works Director will present a brief report on major works of the district for the past year and update the status of projects that will be done this year. The focus of the major works has been the culvert bridge installations and the upcoming catch basin project.

Future meeting schedule – Resolution 2025-DD03 has been prepared to reflect that the Board of Supervisors meeting schedule shall coincide with the Town Council meetings and the Board agenda be integrated into the Council agenda with the District Administrator being charged with adding District items onto the agenda as they are needed.

Selection of President and Treasurer – The Mayor and Vice Mayor were selected as President and Treasurer of the District in April of 2024, it is staff’s recommendation that those offices be selected in April of 2025 after the Town’s election has taken place and the new Board is seated.

Recommendation: Motions to approve:

- a. **Resolution 2025 – DD01** designating the Town Manager to be the District Administrator;
- b. **Resolution 2025 - DD02** designating Richard Gallant to be the District Engineer;
- c. **Resolution 2025 – DD03** adopting the Board of Supervisors’ meeting schedule;

Motion to receive and file the Report on District Works

**LOXAHATCHEE GROVES WATER CONTROL DISTRICT
RESOLUTION NO. 2025-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, APPOINTING THE TOWN MANAGER AS THE DISTRICT ADMINSTRATOR, PURSUANT TO AND CONSISTENT WITH THE INTERLOCAL AGREEMENTS BETWEEN THE DISTRICT AS DEPENDENT DISTRICT OF THE TOWN AND THE TOWN OF LOXAHATCHEE GROVES; 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 (“Town”); 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-DD04 which contemplated the District Administrator would report to the Town Manager; and

WHEREAS, at the time Resolution No. 2018-DD04 was passed the District employed a District Administrator; and

WHEREAS, the District no longer has a designated District Administrator and those duties and responsibilities are provided, consistent with the Interlocal Agreements between the District and Town and the Town’s contract with the Town Manager, by the Town Manager; and

WHEREAS, the District, as a Dependent District of the Town, and the Town have entered into Interlocal Agreements to establish a relationship between the parties whereby the Town will provide the District with managerial and operational services and personnel, goods and services necessary for the District to fulfill its obligations and responsibilities in order to promote efficiencies and avoid duplication in functions; and

WHEREAS, the Board of Supervisors finds it in the best interest of the landowners and District to appoint the Town Manager to be the District Administrator .

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 and appoints the Town Manager to serve as the District Administrator, pursuant to and consistent with the Interlocal Agreements between the District, a Dependent District of the Town, and the Town of Loxahatchee Groves.

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 7th DAY OF JANUARY, 2025.

LOXAHATCHEE GROVES WATER CONTROL DISTRICT

ATTEST:

Voted:
Chairperson/President Anita Kane

Secretary for the Loxahatchee Groves Water Control District

Voted:
Supervisor/Treasurer Margaret Herzog

Voted:
Supervisor Robert Shorr

APPROVED AS TO LEGAL FORM:

Voted:
Supervisor Laura Danowski

Attorney for the Loxahatchee Groves

Voted:
Supervisor Phillis Maniglia

Water Control District

**LOXAHATCHEE GROVES WATER CONTROL DISTRICT
RESOLUTION NO. 2025-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, DESIGNATING RICHARD GALLANT, CDM E.I., 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 Director, Richard Gallant, CDM E.I., 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 Director, Richard Gallant, CDM E.I., 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 7th DAY OF JANUARY, 2025.

LOXAHATCHEE GROVES WATER CONTROL DISTRICT

ATTEST:

Secretary for the Loxahatchee Groves Water Control District

Voted:
Chairperson/President Anita Kane

Voted:
Supervisor/Treasurer Margaret Herzog

Voted:
Supervisor Robert Shorr

APPROVED AS TO LEGAL FORM:

Attorney for the Loxahatchee Groves Water Control District

Voted:
Supervisor Laura Danowski

Voted:
Supervisor Phillis Maniglia

**LOXAHATCHEE GROVES WATER CONTROL DISTRICT
RESOLUTION NO. 2025-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, PROVIDING FOR THE SCHEDULE OF REGULAR MEETINGS OF THE DISTRICT BOARD OF SUPERVISORS FOR THE REMAINDER OF FISCAL YEAR 2024-25 TO COINCIDE WITH THE REGULAR MEETINGS OF THE TOWN COUNCIL; PROVIDING FOR NOTICE; 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 District, as a Dependent District of the Town, and the Town have entered into Interlocal Agreements to establish a relationship between the parties whereby the Town will provide the District with managerial and operational services and personnel, goods and services necessary for the District to fulfill its obligations and responsibilities in order to promote efficiencies and avoid duplication in functions; and

WHEREAS, the Board of Supervisors finds it in the best interest of the landowners and District to schedule meetings of the District Board of Supervisors for the remainder of the Fiscal Year 2024-2025 to coincide with regular meetings of the Town Council, and that such regular meetings of the District Board of Supervisors shall be incorporated into the agendas of the certain Town Council meetings and conducted at the same date, time and location of regular Town Council Meetings.

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 sets the schedule of Regular Meetings of the District Board of Supervisors for the remainder of Fiscal Year 2024-2025 to coincide with regular meetings of the Town Council. The list of currently scheduled meetings is attached as Exhibit “A”.

SECTION 3. Town Administration, on behalf of the District, shall provide required notice of the meetings, including those notices for budget and assessment hearings, to be published and posted as required by law.

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

SECTION 5. 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 6. 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 7th DAY OF JANUARY, 2025.

LOXAHATCHEE GROVES WATER CONTROL DISTRICT

ATTEST:

Secretary for the Loxahatchee Groves Water Control District

Voted:
Chairperson/President Anita Kane

Voted:
Supervisor/Treasurer Margaret Herzog

Voted:
Supervisor Robert Shorr

APPROVED AS TO LEGAL FORM:

Attorney for the Loxahatchee Groves Water Control District

Voted:
Supervisor Laura Danowski

Voted:
Supervisor Phillis Maniglia

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



EXHIBIT A

The scheduled district meetings for 2025 are as follows:

- Tuesday, January 7, 2025
- Tuesday, February 4, 2025
- Tuesday, March 4, 2025
- Tuesday, April 1, 2025
- Tuesday, May 6, 2025
- Tuesday, June 3, 2025
- Tuesday, July 1, 2025
- Tuesday, August 5, 2025
- Tuesday, September 2, 2025
- Tuesday, October 7, 2025
- Tuesday, November 4, 2025
- Tuesday, December 2, 2025

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Board of Supervisors of the Loxahatchee Water Control District

FROM: Richard Gallant, Director of Public Works

DATE: January 7, 2025

SUBJECT: Report of District Works Improvements for the 2024 Calendar Year

Background: The Loxahatchee Groves Water Control District (District) is an dependent special district, a legally organized, political subdivision of the State with assessment authority to carry out its responsibilities. The District is responsible for drainage, flood control protection, water management and reclamation of lands, and maintenance and improvements within its boundaries. The District includes approximately 8,000 acres that extend from 162nd Drive North to Folsom Road and from Southern Boulevard (SR 80) to one-half mile north of North Road. The District owns, constructs, operates and maintains the works of the District, including public rights-of-way for canals, levees, gated water control structures and a pumping station. While in the past the roads were part of the District, upon the District becoming a dependent district, ownership, and therefore maintenance of the roads are part of the Town and the Town's Public Works Department.

Capital Improvements of the District Works – In calendar year 2024, a total of ten culverts were replaced through the capital improvement plan approved by the Board of Supervisors of the District in FY-24. Table 1 below represents those culverts and their locations.

Table 1 Contractor Replaced Culverts

Loxahatchee Groves Water Control District Culvert Replacement Project				
Location	Diameter	Length	Installing Contractor	Material
24th CT N & E rd	72in	40ft	Johnson Davis	Metal
24th CT N & E rd (N side)	18in	20ft	Johnson Davis	ADS Plastic
24th CT N & E rd (S Side)	18in	20ft	Johnson Davis	ADS Plastic
161st Ter N & A rd	72in	40ft	Johnson Davis	Metal
161st Ter N & A rd	24in	40ft	Johnson Davis	ADS Plastic
1823 B rd	96in	40ft	Johnson Davis	Metal
11th Ter & D rd	96in	40ft	Johnson Davis	Metal
12th PI N & F rd	96in	60ft	Johnson Davis	Metal
12th PI N & F rd	24in	80ft	Johnson Davis	ADS Plastic
12th PI N & F rd	18in	50ft	Johnson Davis	ADS Plastic

The Town of Loxahatchee Groves Public Works staff replaced a number of culverts throughout the District. Many of the culverts were replaced due to failure or impact from an external source. Table 2 indicates the location and type of work completed by staff throughout the year.

Table 2 Staff Replaced or Repaired Culverts

Loxahatchee Groves Water Control District Culvert Replacement Project				
Location	Diameter	Length	Material	Work Done
15590 North Rd	18in	20ft	ADS Plastic	Replacement
3508 A rd	18in	20ft	ADS Plastic	Replacement
15405 Fortner Dr	18in	20ft	ADS Plastic	Replacement
East Citrus Dr & F rd	18in	40ft	ADS Plastic	Replacement
35th PI N & E rd	18in	40ft	ADS Plastic	Replacement
849 131st ST	12in	20ft	Plastic	Replacement
14101 Collecting Canal rd	18in	10ft	ADS Plastic	Repair
14659 Collecting Canal rd	18in	5ft	Metal	Repair
1222 E rd	18in	10ft	ADS Plastic	Repair

Canal Bank Restoration – During the 2024 calendar year staff and contractors remediated the canal banks in the district canals in several locations. Table 3 indicates the areas of the District in which work was completed and by whom.

Table 3 Canal Bank Repairs and Works

Loxahatchee Groves Water Control District Canal Enhancement Project			
Location	Length	Installer	Work Done
Collecting Canal Rd	2,000 ft	WBI Contracting	Reinforced Bank
E Rd S of Okee	760 ft	Staff	Reinforced Bank
E Rd S of North Rd	2,700 ft	Staff	Added Material to Bank
C Rd & Fortner	150 ft	Wynn & Sons	Repaired Bank from Accident

District Gate Structures – The District operates a total of four gates on the south end of the Town. They are located at A Rd Canal and Southern, Folsom Canal and Southern, and two and D Rd and Southern. They are currently operational and functioning but require rehabilitation. The FY25 budget provides a minimal amount which will provide for some maintenance and safety items to be address. An investment in the water control structures will need to be made to prevent a catastrophic failure of the gate system.

District Water Pumping System – The District operates 1-150HP vertical turbine pump located at D Rd adjacent to the District headquarters. The motor for this was rebuilt and installed in 2023. The vertical turbine pump needs to be evaluated and its replacement budgeted. The current floor is not safe and it is in this years plan to repair or replace the components needed to make it safe for staff. The existing pumping facilities at this location should be enhanced as the irrigation water for the agriculture properties come from the district canals. In the event of catastrophic failure of the existing pump, there is a chance the canal levels could be depleted below operational levels and cause a water shortage to our agricultural residents.

District Facilities – The District and Public Works Department operate from a one-acre facility located at 245 W D Rd. The current facility was built in the 1950’s and in desperate need of replacement. The walls of the shop storage area are compromised and either rotted from age or infested with termites. The pavilion that stores the town and district equipment is held up with old grader blades and is also compromised from age, termites, or wood rot. The office building is a converted shed that was created into an auditorium/office over 50 years ago. This structure is in need of repairs and many employees have expressed concerns with the health of the building. Replacement of the District and Public Works facility should be budgeted in the near future to avoid any major issues.

Future CIP Projects – In the FY25 several culverts were included in the CIP plan. Those culverts appear in Table 4. The District Engineer is finalizing the bid documents for these culverts and they should be in process to be replaced in the first quarter of 2025. Other small culverts have been identified as damaged or in need of replacement that will be completed by internal staff. Those appear in Table 5. FY23 identified culverts that were installed but catch basins were not provided at the time of installation. The District Engineer is finalizing the documents to install 18 catch basins onto existing culverts that were installed in 2023.

Table 4 FY25 ITB Culverts

Loxahatchee Groves Water Control District FY25 Culvert Replacement Project				
Location	Diameter	Length	Material	Work Done
25th St N & Folsom Rd	48in	100ft	ABS Plastic	Replacement
25th St N & Folsom Rd	48in	40ft	ABS Plastic	Replacement
F Rd & Collecting Canal	96in	90ft	CMP	Replacement
F Rd & Collecting Canal	72in	2 x 60ft	CMP	Replacement
F Rd & Collecting Canal	36in	40ft	ABS Plastic	Replacement
Bunny Ln & D Rd	96in	40ft	CMP	Replacement
Bunny Ln & D Rd	18in	2 x 30ft	ABS Plastic	Replacement
Kerry Ln & F Rd	96in	40ft	CMP	Replacement
Kerry Ln & F Rd	18in	30ft	ABS Plastic	Replacement
Kerry Ln & F Rd	18in	30ft	ABS Plastic	Replacement

Table 5 Small Culverts to be Replaced by Staff

Loxahatchee Groves Water Control District Small Culvert Replacement Project				
Location	Diameter	Length	Material	Work Done
13956 North Rd	18in	30ft	ABS Plastic	Replacement
15410 North Rd	18in	30ft	ABS Plastic	Replacement
958 Hyde Park Rd	18in	30ft	ABS Plastic	Replacement
852 Hyde Park Rd	18in	30ft	ABS Plastic	Replacement
959 Hyde Park Rd	18in	30ft	ABS Plastic	Replacement
14042 North Rd	18in	30ft	ABS Plastic	Replacement
15030 Timberlane Pl	18in	30ft	ABS Plastic	Replacement
1531 C Rd	18in	30ft	ABS Plastic	Replacement
1523 C Rd	18in	30ft	ABS Plastic	Replacement

14702 North Rd	18in	30ft	ABS Plastic	Replacement
3975 147th Ave N	18in	30ft	ABS Plastic	Replacement

Outlook for the District – Since its creation in 1917, the maintenance component of the operation of the district has been kept to a minimal level. Even with the recent enhancement of staffing in the last year, the work required to maintain the district works is still at or below needed levels just to maintain that which is in the district prevue. Throughout the town there are over 100 roads that require some type of improvement to the stormwater transport system to alleviate flooding concerns of the residents. Add to that there are many District owned culverts that are in need to major repair or replacement. The four gates operated by the district are in urgent need of updating and rehabilitation. The current control system for the gates is so antiquated that several components have to be repaired instead of replaced as they are no longer available, even used. Eventually, the control systems for the gate controls will get to a point where they are no longer serviceable. Water retention during the dry season of the State is becoming an increasing issue, especially North of Okeechobee Blvd. The District is working with various agencies through our grant writing team to secure funding to install controllable weirs north of Okeechobee Blvd and install a second pumping station to transport water north and retain it at a higher level. On the items in need of inclusion of the districts future plans is the removal of sediment from the district canals. The documentation that district has indicates the canal bottoms are to be at 10’ NGVD (8.5’ NAVD). Currently many of the canals are between 15 and 16 feet NGVD. This indicates that between five and six feet of sediment is currently located in all of the canals. With over 30 miles of canals, this task will take many years to correct, once funded. This project needs to be elevated as the canals, besides being used for agricultural purposes, are also available to fire rescue for fire suppression in the event of a fire. With the amount of sediment found in the canals, this might become an issue.

Staff Recommendation: Motion to receive and file the Report on District Works



September 05, 2024

Francine Ramaglia, Town Manager
Town of Loxahatchee Groves
155 F Road,
Loxahatchee Groves, FL 33470

**RE: Town of Loxahatchee Groves Public Works
Structural Assessment of Buildings and Water Control Structures
Address: 245 West D Road, Loxahatchee Groves, FL 33470
Project # 2109**

Dear Francine Ramaglia:

GM2 Associates, Inc. is pleased to submit this report of our findings for assessment of the office building, equipment storage shed building, pump building, bridge on Tangerine Drive over D Canal and Water Control Structures A, C & D that includes a summary of our findings, recommendations, conclusions, and photographs. A visual inspection of the structures was conducted on August 20 and August 21, 2024. The inspection was authorized through Purchase Order (PO) #2109 dated August 15, 2024. A picture showing the geographic location of the structures is provided in **Appendix A**. Photographs from the inspections are provided in **Appendix B**, the underwater and electrical systems reports will be provided as **Appendix C**, and high-level budgetary cost estimate provided in **Appendix D**. The purpose of this investigation is to determine the condition of the above-mentioned structures and confirm if there are damages that could present any risk or concern to the structural integrity or serviceability of the buildings and/or control structures.

SCOPE OF WORK:

To perform a structural assessment of the existing buildings and control structures, the following activities were performed:

- Visual inspection of office and wood shed building's exterior and interior, bridge deck, curb, rails and side beams, and control structures concrete walls, grating, fence and gates.
- Underwater inspection of Control Structure D, pump house and bridge piles, deck, bent caps and beams was performed by Underwater Engineering Services, Inc. (UESI).
- Electrical inspection of the pump house at Control Structure D, and electrical systems of control structures A, C and D was performed by Hillers Electrical Engineering, Inc. (HEE)
- Preparation of overall report summarizing the deficiencies found and recommendations for repairs.

BACKGROUND:

The Town of Loxahatchee Groves Water Control District Public Works Department is located generally at 26.6836 °N, -80.27547 °W in Loxahatchee Groves, Florida. The Public Works Department is responsible of maintaining roadways, bridges, drainage systems and structures within the Town in a safe and operational condition. Based on the Palm Beach County Property Appraiser the office building and maintenance equipment shed were built between 1958 and 1960. Based on the construction documents the control structures A, C, D and the pump house were built between 1987 and 1988. The water control structures and buildings included in this report are the following:

- 1) Office Building: is a masonry wall, single-story building with gable roof wood trusses, used as office space for the Town personnel. Some portions of the building walls are wood-framed.
- 2) Equipment Storage Shed Building: is an open-air wood-framed pole barn type structure used to house maintenance equipment.
- 3) Bridge on Tangerine Drive over D Canal: This bridge is a two-span, concrete bridge that spans east to west at the intersection of Tangerine Drive and D Road, built in 1992. This visual inspection will include the deck, rail/parapet, girders, bent beams, columns, and abutment. The columns and bent beams will be inspected by subconsultant Underwater Engineering Services, Inc.
- 4) Pump-house: is a one-story concrete masonry unit building with wood roof trusses that encloses a pump system that is responsible of drawing water from the downstream canal and pumping it to the upstream side of the flood gates during the dry season. This pump house also contains a trash/debris screen that filters the water that goes into the pumping system.
- 5) Control Structure D: This water control structure is located at the intersection of D Road and Southern Boulevard along "D" Canal and consists of concrete structure with two-radial arm floodgates system with associated spillways. The flood gate releases excess water into the downstream Canal C-51 managed by South Florida Water Management District. Also, this control structure contains a steel walkway that runs east to west supported by diagonal braces connected to the concrete walls on the upstream side of the floodgates.
- 6) Control Structure A: is located on the West end of the Town of Loxahatchee Groves at the intersection of Southern Boulevard and A Road. This control structure is built with concrete boxes, reinforced concrete pipes, aluminum slide gate, floor grating and galvanized steel fence.
- 7) Control Structure C: is located on the East end of the Town of Loxahatchee Groves at the intersection of Southern Boulevard and Crestwood Boulevard S. This control structure is built with concrete boxes, reinforced concrete pipes, aluminum slide gate, floor grating and galvanized steel fence.

OBSERVATIONS:

The method of investigation implemented was visual observation of the available areas of the buildings and control structures, accessing areas above the existing office hard ceiling through limited access hatches. For the purposes of determining moisture in the office building walls or ceiling infrared imaging (FLIR E8 Pro IR Camera) and moisture meter (MM9 General Moisture Meter) were used during the inspection.

At the time of the inspection no destructive exploration was done to the existing cement plaster ceiling to minimize impact to the facility operations. However, if a thorough inspection of the basement roof is needed, removal of the ceiling will be required. This will involve saw cutting select areas of the cement plaster finish and removing portions of the metal mesh and suspended ceiling framing.

On August 20 and August 21, 2024, we inspected the office building, equipment maintenance shed building, pump-house, bridge and the three water control structures A, C & D. We were assisted by Craig Lower, Public Works Superintendent to gain access and perform the inspection and evaluation of the following structures:

Condition of Office Building:

Building is in overall good condition but some deficiencies were observed as described below:

- Exterior paint in fair to poor condition in need of cleaning and re-paint (Photo 1 to 4)
- Some wall cracks were observed on the east, west and south elevation of the building. Most of them are hairline stucco cracks less than 1/16 on an inch (Photos 7 and 8). Greater cracks of 1/8 of an inch in width were observed on the southwest corner of the building (Photos 5 and 6)
- Some of the roof wood trusses and sheathing inspected on the south side of the building were damaged due to water intrusion and rot, moisture and termite presence was observed (Photos 11 to 15).
- Damaged roof wood fascia and gutter observed around the building (Photo 16).

Condition of Equipment Storage Shed Building:

Several deficiencies were discovered during inspection of the shed building used as maintenance equipment storage. The following list summarizes the observed deficiencies:

- Some of the wood columns were observed to be in marginal to poor condition. Rotten base of columns, termite damages, wood splits and decay due to the wet/dry cycle are some of the typical wood column damages observed (Photos 21 to 24).
- Missing diagonal wood bracings at the top of some of the columns.
- Some of the columns on the west side of the building are out of plumb (Photos 27 and 28). It is difficult to confirm if the shed columns were installed this way or if the damaged condition of the roof wood beams, braces and sheathing is causing these columns to tilt towards the west under external loads.
- Some of the column connectors and straps are corroded (Photo 25). Other connectors are loose with missing screws.
- At some point in the past a concrete pedestal was created at the base of some of the columns. Some of these concrete pedestals have spalled concrete with corroded steel reinforcement and rusted straps connectors (Photos 25 and 26).
- Masonry wall at the south end of the building is showing some cracks (Photos 29 and 30).
- Damaged roof wood beams, rafters, overhangs, braces, purlins and fascia observed throughout the building (Photos 31 to 37). Some of the damages include rotten wood, split and termite presence due to constant water intrusion.
- Corroded and broken metal roof observed in need of replacement (Photos 31 to 34).
- Damaged plywood sheathing at the north side of the building was observed (39 to 40).
- Damaged roof gutters observed throughout the building (Photo 36).

Condition of Bridge on Tangerine Drive over D Canal:

The bridge is in overall good condition. Damaged expansion joint sealant observed and should be replaced as part of the maintenance of the bridge (Photos 41 to 44).

Condition of Pump-house:

The pump-house building is in good condition. Some of minor deficiencies found are listed below:

- Exterior paint in fair to poor condition in need of cleaning and re-paint (Photo 45 to 48)
- Some of the steel beams and pump steel supports are showing light corrosion condition (Photos 51 to 52)
- Missing nuts of removable roof structure observed at some locations (Photo 50).

Condition of Control Structure D:

Control structure D was observed to be in overall fair condition. The following list summarizes the observed deficiencies:

- Concrete pier and side retaining walls are in good condition with minor hairline cracks observed (Photos 53 to 56)
- Corrosion of steel plates and framing of the radial flood gates was observed (Photos 59 to 62).
- Corrosion of catwalk steel beams, braces, grating, guardrails and anchoring connections observed throughout this metal walkway connected to the control structure concrete walls (Photos 63 to 66).
- Lightly corroded flood gate hoist shaft and supports (Photos 57 to 58).

Condition of Control Structure A:

Control structure A at the west end of the Town of Loxahatchee Groves is in overall good condition (Photos 67 to 69). The following list summarizes the observed deficiencies:

- Loose concrete or spalling observed in the interior of north side control box wall (Photo 70).
- Light corrosion of diagonal support steel braces and connections observed (Photo 68). These braces keep in place the support beams and the gate motor of the slide gates.

Condition of Control Structure C:

Control structure C at the east end of the Town of Loxahatchee Groves is in overall good condition (Photos 71 to 73). The following list summarizes the observed deficiencies:

- Corrosion of galvanized steel posts of the security chain link fence was observed (Photo 74).
- Light corrosion of diagonal support steel braces and connections observed (Photo 72).

RECOMMENDATIONS:

Besides the Maintenance Wood Shed, none the damages found in the other structures are significant enough to constitute 'substantial structural damage' as defined by the 2023 Florida Building Code, Existing Building, 8th Edition, and do not compromise their structural integrity. Damages found in the wood shed are significant and immediately action should be taken. The following items are recommended to be addressed:

1. Replacement of roofing, affected plywood sheathing and damaged wood trusses is recommended, including their connections.
2. Masonry block cracks to be routed and repaired with SikaQuick VOH repair mortar or approved equal following manufacturer's recommendations.
3. Sealing of hairline cracks and painting of entire office building is recommended.
4. Given the condition and the age of the wood shed building, it is our recommendation that it should be entirely replaced. In the meantime shoring posts next to the affected columns and main beams should be provided.
5. Replacement of the bridge expansion joints is recommended to extend the life of the bridge. This should include concrete edge repair before installation of traffic rated flexible joint sealant.
6. Sealing of hairline stucco cracks, cleaning and painting of entire pump-house building is recommended.
7. Cleaning and protection of steel beams and pump support steel plates at the pump-house floor level is recommended to avoid further deterioration.
8. Epoxy injection of hairline cracks on the concrete walls and center pier of the Control Structure D is recommended to avoid water seeping that could cause reinforcement corrosion and spalling.
9. Replacement of the two radial flood gates is recommended. Hoist shaft and connections should be cleaned and protected with rust inhibitor coating.
10. Given the condition of the steel catwalk, we recommend it to be replaced by a new aluminum or stainless steel walkway including new connections to the existing concrete control structure.
11. Loose concrete observed inside Control Structure A should be removed and repaired with SikaQuick VOH repair mortar or approved equal following manufacturer's recommendations.
12. Cleaning and protection of steel diagonal braces at Control Structure A and C is recommended to avoid further deterioration.
13. Replacement of corroded galvanized fence posts is recommended. Provide a coating to the portion of the new steel post that will be in contact with concrete to avoid corrosion.

LIMITATIONS

The recommendations and conclusions presented within this report were developed based on our visual observations of the subject structure and our professional judgment without the benefit of destructive testing. GM2 reserves the right to update the information, recommendations, and/or conclusions within this report as new information is gained. The findings presented herein are based on the inspection data collected and our professional judgment. This investigation was performed in accordance with generally accepted standards of practice. No warranty regarding this investigation or the effectiveness of any remedial measures is intended, nor should any be inferred.

Please contact us if you have any questions, comments or wish to have further discussions regarding any information presented herein.

Sincerely,

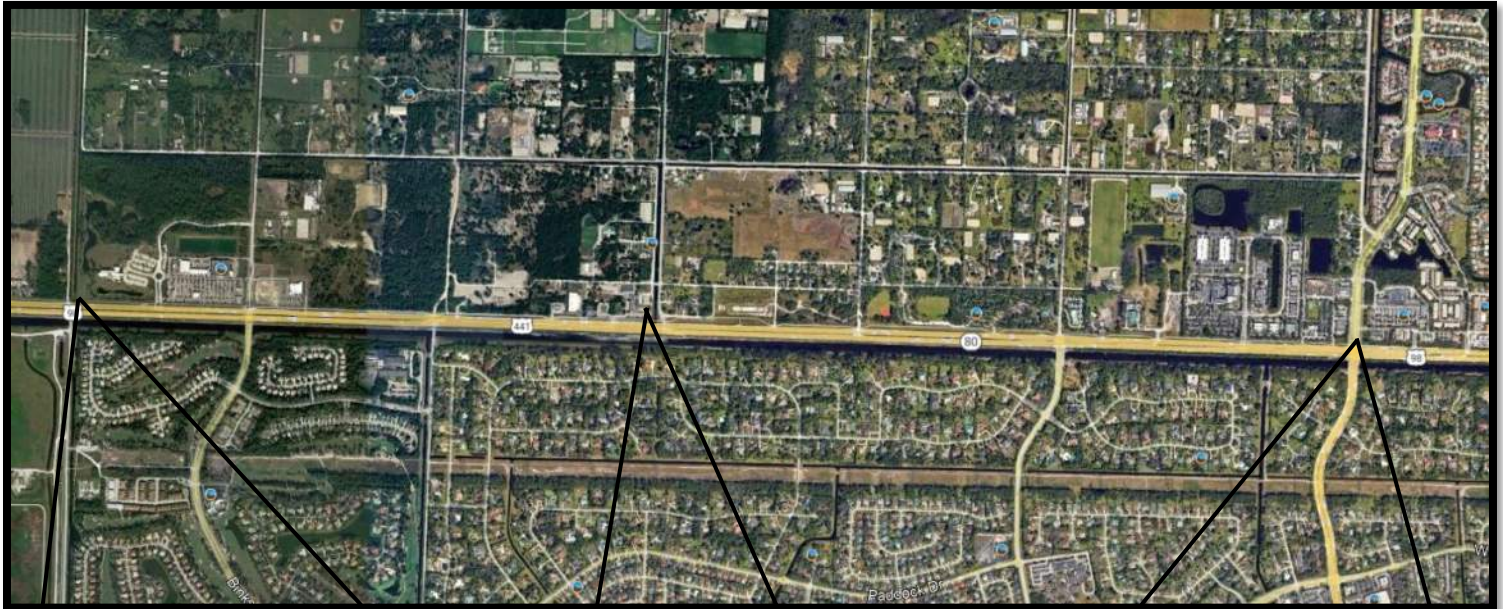
Jose M. Peralta, PE
Senior Structural Engineer
FL License No. 91463

Alan Gerwig, P.E., LEED A.P.
Senior Vice President
FL License No. 39481

Exhibit A

Site Location

SITE LOCATION



LOCATION OF CONTROL STRUCTURE A



LOCATION OF CONTROL STRUCTURE C



LOCATION OF OFFICE BUILDING, WOODSHED, CONTROL STRUCTURE D, PUMP-HOUSE AND BRIDGE.

Exhibit B

Inspection Photographs

Photographic Exhibits



Photo 1 – View of office building east elevation



Photo 2 – View of office building north elevation



Photo 3 – View of office building west elevation



Photo 4 – View of office building south elevation



Photo 5 – View of masonry wall cracks at the southwest corner of the office building.



Photo 6 – View of masonry wall cracks at the southwest corner of the office building.



Photo 7 – View of hairline stucco cracks around the office building.



Photo 8 – View of hairline stucco cracks around the office building.



Photo 9 – View of office building roofing condition.



Photo 10 – View of office building roofing condition.



Photo 11 – View of roof wood trusses condition (From north side access hatch).



Photo 12 – View of damaged wood truss member (From north side access hatch).



Photo 13 – View of damaged wood truss member and sheathing (From south side access hatch).



Photo 14 – View of damaged wood truss member and sheathing (From south side access hatch).



Photo 15 – View of damaged wood truss and sheathing, and moisture presence.



Photo 16 – View of damaged wood fascia and gutter.



Photo 17 – View of office building interior condition.

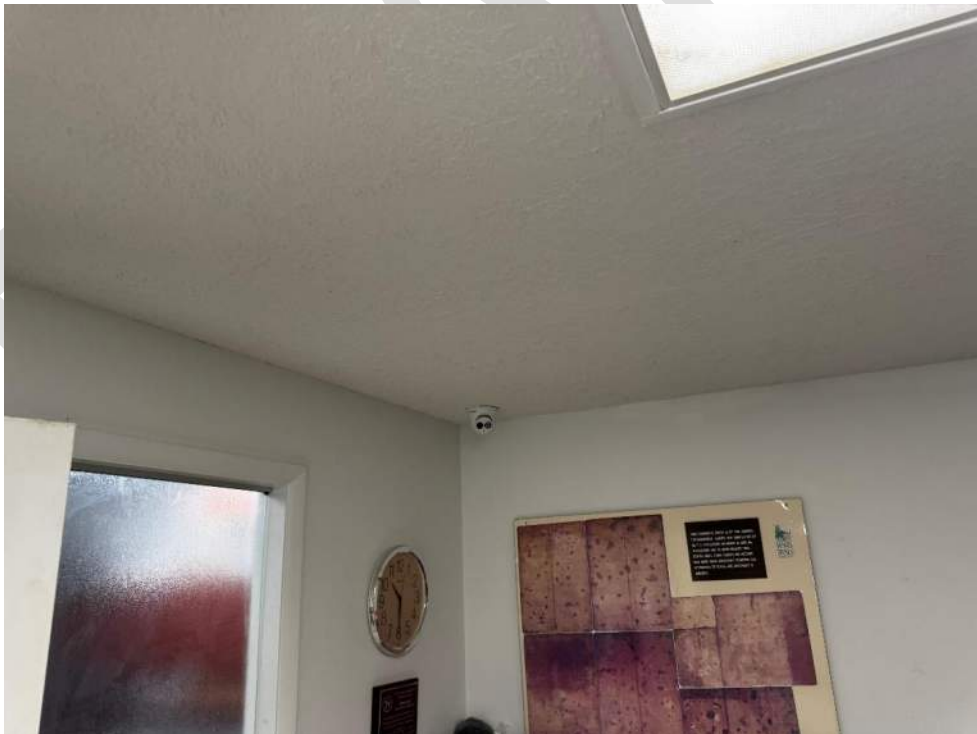


Photo 18 – View of office building interior condition.



Photo 19 – View of wood shed northeast elevation.



Photo 20 – View of shed southwest elevation.



Photo 21 – View of damaged wood column with a 100% section loss (Column to be shored).



Photo 22 – View of damaged wood column with a 100% section loss (Column to be shored).



Photo 23 – View of damaged wood column at southwest corner of the building (Column to be shored).



Photo 24 – View of damaged wood column with evidence of termites (Column to be shored).



Photo 25 – View of concrete pedestal with exposed and corroded reinforcing bar. Also, corroded connector straps and bolts.



Photo 26 – View of concrete pedestal with exposed and corroded reinforcing bar.



Photo 27 – View of tilted wood columns on the west side of the building.



Photo 28 – View of tilted wood columns on the west side of the building.



Photo 29 – View of masonry wall cracks on the south side closure wall.



Photo 30 – View of masonry wall cracks on the south side closure wall.



Photo 31 – View of damaged roof wood purlins, rafters, beams, cross bracing and metaldeck.



Photo 32 – View of damaged roof wood purlins, rafters and metaldeck.



Photo 33 – View of damaged roof wood purlins, rafters, diagonal bracing and metaldeck.



Photo 34 – View of damaged roof wood purlins, rafters, diagonal bracing and metaldeck.



Photo 35 – View of damaged overhang rafters.



Photo 36 – View of damaged overhang rafters.



Photo 37 – View of damaged roof fascia and overhang damaged rafters.



Photo 38 – View of roof metaldeck condition with corrosion at anchoring points.



Photo 39 – View of damaged wall plywood sheathing at the north side of the wood shed building.



Photo 40 – View of damaged wall plywood sheathing at the north side of the wood shed building.



Photo 41 – View of concrete bridge condition.



Photo 42 – View of concrete bridge condition.



Photo 43 – View of concrete bridge running surface condition.



Photo 44 – View of existing expansion joints condition.



Photo 45 – View of floor pump-house west elevation.



Photo 46 – View of floor pump-house southwest elevation.



Photo 47 – View of floor pump-house northeast elevation.



Photo 48 – View of floor pump-house east elevation.



Photo 49 – View of interior condition of pump-house roof trusses, masonry wall and concrete beams.



Photo 50 – View of interior condition of roof trusses and gable end.



Photo 51 – View of pump-house floor steel beams condition.

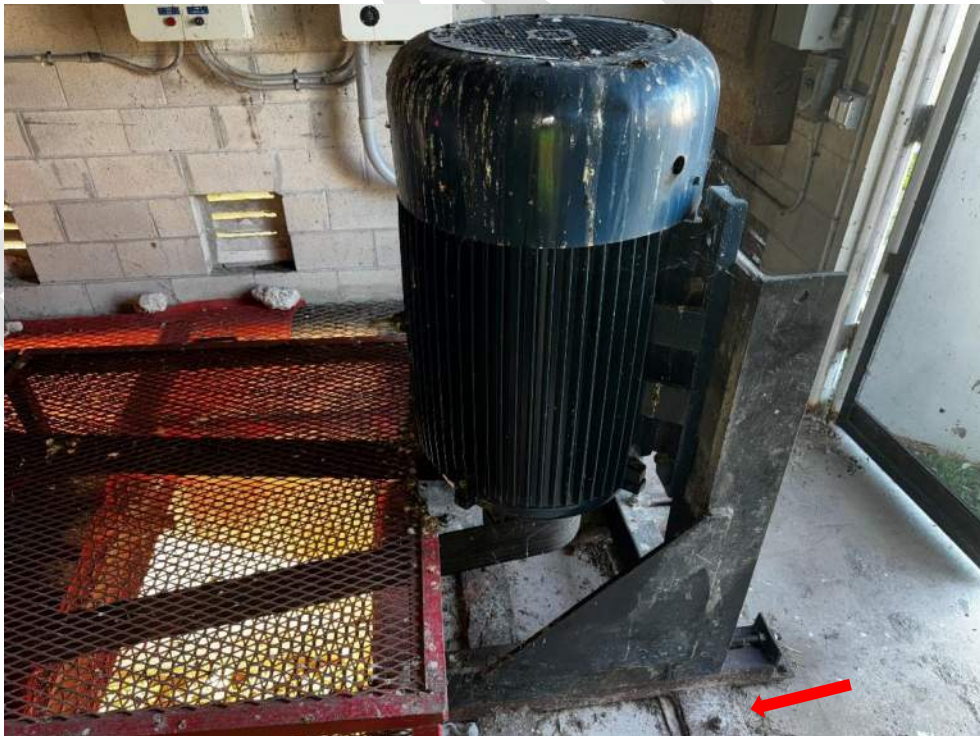


Photo 52 – View of pump motor and supports condition.



Photo 53 – View of radial flood gates, concrete wall and metal walkway at Control Structure D.



Photo 54 – View of radial flood gates, concrete wall and metal walkway at Control Structure D.



Photo 55 – View of crack at intermediate concrete pier.



Photo 56 – View of crack at intermediate concrete pier.



Photo 57 – View of lightly corroded radial gates hoist system.



Photo 58 – View of loose bolts at the hoist to concrete pier connection.



Photo 59 – View of corroded flood gate front steel plates.



Photo 60 – View of corroded flood gate front steel plates.



Photo 61 – View of corroded flood gate front steel plates and framing.



Photo 62 – View of corroded flood gate front steel plates and framing.



Photo 63 – View of corroded steel channels, welded guardrail posts and grating.



Photo 64 – View of corroded steel channels, welded guardrail posts and grating.



Photo 65 – View of walkway corroded supports and anchor bolts.



Photo 66 – View of walkway corroded supports and anchor bolts.



Photo 67 – View of Control Structure A.



Photo 68 – View of slide gate support beams and diagonal bracings with light corrosion.



Photo 69 – View of Control Structure A interior wall and slide gate condition.



Photo 70 – View of concrete spalling on the north wall of concrete box.



Photo 71 – View of Control Structure C condition.



Photo 72 – View of Control Structure C slide gate support beams and diagonal bracings with light corrosion.



Photo 73 – View of Control Structure C concrete wall and slide gate condition.



Photo 74 – View of chain link fence galvanized steel posts condition.

Exhibit C

Underwater and Electrical Reports

Exhibit D

Rough Estimate



LOXAHATCHEE GROVES STRUCTURES REPAIR ESTIMATE

Loxahatchee Groves Water Control District Public Works

Item #	Structure	Description	Unit	Unit Cost	Quantity	Cost	Engineering Fee
1	Office	Roofing replacement including plywood sheathing repair	SF	\$ 15.00	2,600	\$ 39,000.00	\$ 3,000.00
2	Office	Roof Trusses replacement (During roofing process, assumed quantity of trusses to be replaced might change)	EA	\$ 2,000.00	5	\$ 10,000.00	\$ 1,000.00
3	Office	Wall Maint. & Repairs (fix cracks, cleaning, caulking, painting)	SF	\$ 15.00	1,100	\$ 16,500.00	\$ 500.00
4	Wood Shed	Demolition and Replacement in kind of Wood Structure by Pre-Engineering Metal Building (including slab & foundations)	SF	\$ 55.00	5,700	\$ 313,500.00	\$ 15,000.00
5	Pump-House	Cleaning and painting of steel beams and pump supports.	LF	\$ 20.00	60	\$ 1,200.00	\$ 500.00
6	Pump-House	Painting of pump-house building	SF	\$ 8.00	550	\$ 4,400.00	Included in #5
7	Bridge	Replacement of bridge expansion joints	LF	\$ 30.00	150	\$ 4,500.00	\$ 500.00
8	Control Structure D	Repair or Replacement of radial arm flood gates	LS	\$ 70,000.00	2	\$ 140,000.00	\$ 10,000.00
9	Control Structure D	Replacement of 3ft wide metal walkway, railings and connections	SF	\$ 120.00	100	\$ 12,000.00	\$ 2,000.00
10	Control Structure D	Crack injection repair at control structure concrete walls	LF	\$ 60.00	40	\$ 2,400.00	\$ 500.00
11	Control Structure A	Concrete spalling repair inside control box	SF	\$ 120.00	10	\$ 1,200.00	\$ 500.00
12	Control Structure A	Cleaning and painting of steel bracing and grating	LS	\$ 1,000.00	1	\$ 1,000.00	\$ 500.00
13	Control Structure C	Replacement of Fence Galvanized Posts and connections	EA	\$ 300.00	4	\$ 1,200.00	\$ 500.00
14	Control Structure C	Cleaning and painting of steel bracing and grating	LS	\$ 1,000.00	1	\$ 1,000.00	Included in #12
SUBTOTALS						\$ 547,900.00	\$ 34,500.00
GRAND TOTAL						\$ 582,400.00	



LOXAHATCHEE GROVES STRUCTURES REPAIR ESTIMATE

Loxahatchee Groves Water Control District Public Works

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1	Office	Roofing replacement including plywood sheathing repair	SF	\$ 15.00	2,600	\$ 39,000.00	\$ 3,000.00
2	Office	Roof Trusses replacement (During roofing process, assumed quantity of trusses to be replaced might change)	EA	\$ 2,000.00	5	\$ 10,000.00	\$ 1,000.00
3	Office	Wall Maint. & Repairs (fix cracks, cleaning, caulking, painting)	SF	\$ 15.00	1,100	\$ 16,500.00	\$ 500.00
4	Wood Shed	Demolition and Replacement in kind of Wood Structure by Pre-Engineering Metal Building (including slab & foundations)	SF	\$ 55.00	5,700	\$ 313,500.00	\$ 15,000.00
5	Pump-House	Cleaning and painting of steel beams and pump supports.	LF	\$ 20.00	60	\$ 1,200.00	\$ 500.00
6	Pump-House	Painting of pump-house building	SF	\$ 8.00	550	\$ 4,400.00	Included in #5
7	Bridge	Replacement of bridge expansion joints	LF	\$ 30.00	150	\$ 4,500.00	\$ 500.00
8	Control Structure D	Repair or Replacement of radial arm flood gates	LS	\$ 70,000.00	2	\$ 140,000.00	\$ 10,000.00
9	Control Structure D	Replacement of 3ft wide metal walkway, railings and connections	SF	\$ 120.00	100	\$ 12,000.00	\$ 2,000.00
10	Control Structure D	Crack injection repair at control structure concrete walls	LF	\$ 60.00	40	\$ 2,400.00	\$ 500.00
11	Control Structure A	Concrete spalling repair inside control box	SF	\$ 120.00	10	\$ 1,200.00	\$ 500.00
12	Control Structure A	Cleaning and painting of steel bracing and grating	LS	\$ 1,000.00	1	\$ 1,000.00	\$ 500.00
13	Control Structure C	Replacement of Fence Galvanized Posts and connections	EA	\$ 300.00	4	\$ 1,200.00	\$ 500.00
14	Control Structure C	Cleaning and painting of steel bracing and grating	LS	\$ 1,000.00	1	\$ 1,000.00	Included in #12
SUBTOTALS						\$ 547,900.00	\$ 34,500.00
GRAND TOTAL						\$ 582,400.00	



January

SUNDAY

MONDAY

TUESDAY

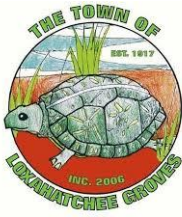
WEDNESDAY

THURSDAY

FRIDAY

SATURDAY

			1	2	3	4
5 NATIONAL BIRD DAY	6	7 11 A.M. SENIOR STAFF MEETING 6 P.M. TOWN COUNCIL MEETING	8	9	10	11
12	13 6 P.M. ULDC MEETING	14 11 A.M. SENIOR STAFF MEETING	15	16 6 P.M. CANDIDATES FORUM	17	18
19	20 MARTIN LUTHER KING DAY	21 11 A.M. SENIOR STAFF MEETING	22 12 P.M. PBC LEAGUE MEETING	23	24	25
26	27 6 P.M. AGRITOURISM	28 11 A.M. SENIOR STAFF MEETING	29 11A.M. - PBC LEAGUE OF CITIES	30 10 A.M. DEVELOPMENT REVIEW	31	
						Updated on: 12/30/24 Office of the Town Clerk



PROCLAMATION

TOWN COUNCIL — TOWN OF LOXAHATCHEE GROVES

WHEREAS, the Town of Loxahatchee Groves is home to a rich and diverse ecosystem, which includes a variety of bird species that contribute to the balance of our environment; and

WHEREAS, the residents of Loxahatchee Groves have demonstrated a deep appreciation for wildlife and a commitment to preserving the natural habitats that support local bird populations; and

WHEREAS, the Town of Loxahatchee Groves acknowledges the vital role that birds play in maintaining ecological balance by pollinating plants, controlling insect populations, and spreading seeds; and

WHEREAS, the Town of Loxahatchee Groves celebrates Bird Day as an opportunity to promote environmental education, raise awareness about bird conservation, and encourage efforts to protect the habitats that birds rely on for survival; and

WHEREAS, the Town encourages residents to participate in educational activities, observe bird species in their natural habitats, and engage in community efforts aimed at preserving and enhancing bird-friendly environments; and

WHEREAS, Bird Day serves as a reminder of the importance of our local wildlife and the need for continued efforts in conservation and sustainable practices to ensure that future generations can enjoy the beauty and benefits of birds; and

WHEREAS, we recognize and appreciate the dedication of volunteers, community organizations, and local businesses that work together to create a healthier, more sustainable environment for the birds of Loxahatchee Groves.

NOW, THEREFORE, the Town Council of Loxahatchee Groves does hereby proclaim **JANUARY 5, 2025, AS BIRD DAY** in the Town of Loxahatchee Groves, urging all residents to take part in this celebration of our local wildlife and contribute to the preservation of our natural environment for the benefit of all species.

NATIONAL BIRD DAY

*In the Town of Loxahatchee Grove,
Palm Beach County, Florida*

IN WITNESS WHEREOF, I, Anita Kane, Mayor of the Town of Loxahatchee Groves, Palm Beach County, Florida, do hereby affix my official signature and the Official Seal of the Town of Loxahatchee Groves, FL, on this 7th day of January 2025.

Anita Kane, Mayor

Valerie Oakes, CMC, Town Clerk



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine L. Ramaglia, Town Manager
DATE: January 7, 2025
SUBJECT: Discussion on Future Agenda Items

Please see the tentative schedule for future agenda items that have been scheduled through December 2025.

*The schedule is subject to change.

Recommendation:

Review, discuss and direct staff.

New 2025 Agenda List

Printed from Asana

Item 16.

January 7, 2025

- Discussion on Ordinance on ULDC Updates (Part I-Historical Legacy/Vested Rights)

Topic: Ordinance

Agenda Location: Public Hearing

Support Staff: Project Coordinator

Consultant Review Required: Public Works Director / Planners

Re-Occuring Schedule: February & March

- National Bird Day Proclamation

Topic: Proclamation

Agenda Location: Consent

Support Staff: Town Clerk

Attorney's Office: E. Lenihan

Re-Occuring Schedule: January

Proclamation for January 5

- Jeff Kurtz:** Annual District Landowners meeting

Agenda Location: District Item

Support Staff: Project Coordinator

- Discussion on Helicopter Landings
- First Reading on Ordinance 2024-10 - Groves Town Center
- Resolution on Wynn & Sons Agreement
- Resolution on Hinterland Agreement
- Presentation by the Lobbyist
- Presentation by MGO
- Richard Gallant:** Discussion on Roadway & Drainage
- Valerie Oakes:** Discussion on Future Agenda Items

February 4, 2025

- Jacek Tomasik:** Resolution on Reduction of Permit Fees for Private Providers due Dec 31, 2024
Topic: Resolution
Agenda Location: Regular
Support Staff: Building Official
- Jacek Tomasik:** Resolution on Building Fee Waivers due Dec 31, 2024
Topic: Resolution
Agenda Location: Regular
Support Staff: Building Official
- Jacek Tomasik:** Resolution on Update to the Fee Schedule for Building Permit Fees due Dec 31, 2024
Topic: Resolution
Agenda Location: Regular
Support Staff: Building Official
- Jeff Kurtz:** Culverts / District Procedures - Related Policy for 50/50 Cost Share due Dec 31, 2024

Topic: Administrative
 Agenda Location: Regular
 Support Staff: Project Coordinator

Section 46 policy discussion and approval

- Jeff Kurtz:** Resolution on Adopting Engineering Standards / District Standards due Dec 31, 2024
 Topic: Resolution
 Agenda Location: Consent
 Support Staff: Public Works Director
- Francine Ramaglia:** Discussion on Ordinance on Livestock Waste Franchise due Jan 29, 2025
 Topic: Ordinance
 Agenda Location: Discussion
- First Reading on Ordinance on ULDC Updates (Part I-Historical Legacy/Vested Rights)
 Topic: Ordinance
 Agenda Location: Public Hearing
 Support Staff: Project Coordinator
 Consultant Review Required: Public Works Director / Planners
 Re-Occuring Schedule: February & March
- Jeff Kurtz:** Discussion on Code Compliance Complaint Reporting Requirements due Dec 31, 2024
 Topic: Ordinance
 Agenda Location: Discussion
 Support Staff: Building Official
- Valerie Oakes:** Receive and File Quarterly Reports (Q1) due Dec 31, 2024
 Agenda Location: Consent
 Topic: Administrative
- Submit Quarterly Report - Building Department
 - Submit Quarterly Report - Code Enforcement Department
 - Submit Quarterly Report - Town Clerk
 - Submit Quarterly Report - Town Attorney
 - Submit Quarterly Report - Planner - Jim F.
 - Submit Quarterly Report - Planner - Kaitlyn F.
 - Submit Quarterly Report - Fire Department
 - Submit Quarterly Report - Police Department
 - Submit Quarterly Report - Finance
 - Submit Quarterly Report - IT
 - Submit Quarterly Report - Public Works
- Richard Gallant:** Discussion on Roadway & Drainage due Dec 31, 2024
 Topic: Administrative
 Agenda Location: Discussion
- Jeff Kurtz:** First Reading on Ordinance on ULDC Updates (Part II-Roadway/Traffic Standards) due Dec 31, 2024
 Topic: Ordinance
 Agenda Location: Public Hearing
 Support Staff: Project Coordinator
 Consultant Review Required: Public Works Director / Planners

- Jeff Kurtz: Water Control Plan Updates** due Dec 31, 2024
Topic: Administrative
Support Staff: Project Coordinator
Re-Occuring Schedule: every mtg
Agenda Location: Discussion

Resolution for Water Control Plan Updates. Reoccurs every meeting.
- Jacek Tomasik: Resolution on Civil Citations** due Dec 31, 2024
Topic: Resolution
Agenda Location: Consent
- Jeff Kurtz: Discussion on Ordinance on Tree Removal (Section 87) and Disbursement of Funds** due Dec 31, 2024
Topic: Ordinance
Agenda Location: Discussion
- Jeff Kurtz: Discussion on Ordinance on Non-Conforming Lots** due Dec 31, 2024
Topic: Ordinance
Agenda Location: Discussion
- Jeff Kurtz: Discussion & Direction on SOD Farm Agreement** due Dec 31, 2024
Topic: Administrative
Agenda Location: Discussion
Support Staff: Project Coordinator
- Sammie T. Brown, IBA, FRA-RP, MEDP: 2-1-1 Awareness Day Proclamation** due Dec 31, 2024
Topic: Proclamation
Agenda Location: Consent
Support Staff: Town Clerk
Attorney's Office: E. Lenihan
Re-Occuring Schedule: February

Proclamation for February 11-17
- Amber Schneider: Contracts Over \$25k Review** due Dec 31, 2024
Topic: Budget & Finance
Agenda Location: Consent
Support Staff: HR / Grants / Contracts Coordinator
Consultant Review Required: L. Collegio
Re-Occuring Schedule: February, May, July, August, September
- Jeff Kurtz: Discussion on Tree Mitigations Progress Report; Tree Mitigation Fund Report; Potential Land Purchase** due Dec 31, 2024
Topic: Administrative
Agenda Location: Discussion
Support Staff: Project Coordinator & Public Works Director

Discussion of current Tree Mitigations in progress/Tree Mitigation Fund Report / Potential Land Purchase
- Richard Gallant: Moore's Grove Subdivision revisions & recordation** due Dec 31, 2024
Topic: Administrative
Agenda Location: Regular
Support Staff: Public Works Director
- Sammie T. Brown, IBA, FRA-RP, MEDP: National Engineers Week Proclamation 2/16-22** due Dec 31, 2024
Topic: Proclamation
Agenda Location: Consent

Support Staff: Town Clerk
 Attorney's Office: E. Lenihan
 Re-Occurring Schedule: February

Proclamation for February 16-22

- Sammie T. Brown, IBA, FRA-RP, MEDP:** National FFA Week Proclamation 2/15-22 due Dec 31, 2024
 Topic: Proclamation
 Agenda Location: Consent
 Support Staff: Town Clerk
 Attorney's Office: E. Lenihan
 Re-Occurring Schedule: February
 Proclamation for February 15-22
- Jeff Kurtz:** Discussion on Water Control Plan Updates due Dec 31, 2024
 Topic: Administrative
 Agenda Location: Discussion
- Valerie Oakes:** Discussion on Future Agenda Items due Dec 31, 2024
 Topic: Administrative
 Agenda Location: Discussion

March 4, 2025

- Jeff Kurtz:** Discussion and Approval of Assessment Methodology / 197 Requirements due Jan 29, 2025
 Topic: Administrative
 Agenda Location: Regular
 Support Staff: Project Coordinator
- Second Reading on Ordinance on ULDC Updates (Part I-Historical Legacy/Vested Rights)**
 Topic: Ordinance
 Agenda Location: Public Hearing
 Support Staff: Project Coordinator
 Consultant Review Required: Public Works Director / Planners
 Re-Occurring Schedule: February & March
- Jeff Kurtz:** First Reading on Code Compliance Complaint Reporting Requirements due Jan 29, 2025
 Topic: Ordinance
 Agenda Location: Public Hearing
 Support Staff: Building Official
- Jeff Kurtz:** First Reading on Ordinance on Tree Removal (Section 87) and Disbursement of Funds due Jan 29, 2025
 Topic: Ordinance
 Agenda Location: Public Hearing
- Jeff Kurtz:** First Reading on Ordinance on Non-Conforming Lots due Jan 29, 2025
 Topic: Ordinance
 Agenda Location: Public Hearing
- Sammie T. Brown, IBA, FRA-RP, MEDP:** National Flood Awareness Week Proclamation - 3/6-10 due Jan 29, 2025
 Topic: Proclamation
 Agenda Location: Consent
 Support Staff: Town Clerk
 Re-Occurring Schedule: March
 Proclamation for March 6-10
- Valerie Oakes:** Resolution: FMIT Board of Trustees Appointment due Jan 29, 2025

Topic: Legislative
 Agenda Location: Consent
 Support Staff: Town Clerk
 Re-Occuring Schedule: March

- Valerie Oakes:** Resolution: FML Trust Board of Trustees Appointment due Jan 29, 2025
 Topic: Legislative
 Agenda Location: Consent
 Support Staff: Town Clerk
 Re-Occuring Schedule: March
- Valerie Oakes:** Resolution: FMI Trust Board of Trustees Appointment due Jan 29, 2025
 Topic: Legislative
 Agenda Location: Consent
 Support Staff: Town Clerk
 Re-Occuring Schedule: March
- Sammie T. Brown, IBA, FRA-RP, MEDP:** National Employee Appreciation Day Proclamation - First Friday in March due Jan 29, 2025
 Topic: Proclamation
 Agenda Location: Consent
 Support Staff: Town Clerk
 Re-Occuring Schedule: March
 Proclamation for First Friday in March
- Amber Schneider:** Emergency Loan of Credit Renewal due Jan 29, 2025
 Topic: Administrative
 Agenda Location: Regular
 Support Staff: HR / Grants / Contracts Coordinator
- Jeff Kurtz:** Second Reading on Ordinance on ULDC Updates (Part II-Roadway/Traffic Standards) due Jan 29, 2025
 Topic: Ordinance
 Agenda Location: Public Hearing
 Support Staff: Project Coordinator
 Consultant Review Required: Public Works Director / Planners
 Re-Occuring Schedule: February & March
- Jeff Kurtz:** First Reading on Ordinance on Livestock Waste Franchise due Jan 29, 2025
 Topic: Ordinance
 Agenda Location: Public Hearing
 Support Staff: Town Manager
- Jeff Kurtz:** Approval on SOD Farm Agreement due Jan 29, 2025
 Topic: Administrative
 Agenda Location: Discussion
 Support Staff: Project Coordinator
- Richard Gallant:** Discussion on Roadway & Drainage due Jan 29, 2025
 Topic: Administrative
 Agenda Location: Discussion
- Jeff Kurtz:** Discussion on Water Control Plan Updates due Jan 29, 2025
 Topic: Administrative
 Agenda Location: Discussion
- Valerie Oakes:** Discussion on Future Agenda Items due Jan 29, 2025
 Topic: Administrative

- Jeff Kurtz: Audit Presentation** due Jan 29, 2025
Topic: Budget & Finance
Agenda Location: Presentation
- Richard Gallant: Drainage Bid Award** due Jan 29, 2025
Topic: Administrative
Agenda Location: Regular
- Jeff Kurtz: Ordinance on Agritourism Committee recommendations** due Jan 29, 2025
Topic: Ordinance
Agenda Location: Public Hearing
- Jeff Kurtz: Ordinance on Conditional Use / Special Exception Procedures** due Jan 29, 2025
Topic: Ordinance
Agenda Location: Public Hearing
- Jeff Kurtz: Ordinance on Rural Vista Guidelines** due Jan 29, 2025
Topic: Ordinance
Agenda Location: Public Hearing
- Jeff Kurtz: Ordinance on ULDC Updates (Part II-Roadway/Traffic Standards)** due Jan 29, 2025
Topic: Ordinance
Agenda Location: Public Hearing
- Richard Gallant: Piggyback Contract: Hinterland (Culvert Clearing)** due Jan 29, 2025
Topic: Resolution
Agenda Location: Consent
- Richard Gallant: Resolution on Update to the Fee Schedule for Engineering & Public Works Permit Fees** due Jan 29, 2025
Topic: Resolution
Agenda Location: Consent

April 1, 2025

- Richard Gallant: Award of ITB-culverts & catch basins** due Feb 26, 2025
Topic: Purchasing
Agenda Location: Consent
Support Staff: Public Works Director
- Jeff Kurtz: Second Reading on Code Compliance Complaint Reporting Requirements** due Feb 26, 2025
Topic: Ordinance
Agenda Location: Public Hearing
Support Staff: Building Official
- Jeff Kurtz: Second Reading on Ordinance on Tree Removal (Section 87) and Disbursement of Funds** due Feb 26, 2025
Topic: Ordinance
Agenda Location: Public Hearing
- Jeff Kurtz: Second Reading on Ordinance on Non-Conforming Lots** due Feb 26, 2025
Topic: Ordinance
Agenda Location: Public Hearing

- Jeff Kurtz:** Second Reading on Ordinance on Livestock Waste Franchise due Feb 26, 2025
Topic: Ordinance
Agenda Location: Public Hearing
Support Staff: Town Manager

- Jacek Tomasik:** Ordinance on Abandoned Property Code due Feb 26, 2025
Topic: Ordinance
Agenda Location: Public Hearing
Support Staff: Building Official
Re-Occuring Schedule: April & March

- Jeff Kurtz:** Ordinance on Livestock Waste BMPs due Feb 26, 2025
Topic: Ordinance
Agenda Location: Public Hearing
Support Staff: Project Coordinator

- Jeff Kurtz:** Ordinance on Rural Vista Guidelines due Feb 26, 2025
Topic: Ordinance
Agenda Location: Public Hearing
Support Staff: Project Coordinator
Consultant Review Required: Planners
Re-Occuring Schedule: April & May

- Valerie Oakes:** March Election Results for Town Candidates due Feb 26, 2025
Topic: Election
Agenda Location: Presentation
Support Staff: Town Clerk
Re-Occuring Schedule: April

- Sammie T. Brown, IBA, FRA-RP, MEDP:** Child Abuse Prevention Month Proclamation due Feb 26, 2025
Topic: Proclamation
Agenda Location: Consent
Support Staff: Town Clerk
Attorney's Office: E. Lenihan
Re-Occuring Schedule: April

- Sammie T. Brown, IBA, FRA-RP, MEDP:** Earth Day Proclamation 4/22 due Feb 26, 2025
Topic: Proclamation
Agenda Location: Consent
Support Staff: Town Clerk
Attorney's Office: E. Lenihan
Re-Occuring Schedule: April

Proclamation for April 22

- Sammie T. Brown, IBA, FRA-RP, MEDP:** National Arbor Day Proclamation - Last Friday in April due Feb 26, 2025
Topic: Proclamation
Agenda Location: Consent
Support Staff: Town Clerk
Attorney's Office: E. Lenihan
Re-Occuring Schedule: April

Proclamation for Last Friday in April

- Sammie T. Brown, IBA, FRA-RP, MEDP:** National Volunteer Appreciation Week Proclamation due Feb 26, 2025
4/20-26
Topic: Proclamation
Agenda Location: Consent
Support Staff: Town Clerk

Proclamation for April 20-26

- Valerie Oakes:** Oath of Office - Town Council & Board Members due Feb 26, 2025
Topic: Election
Agenda Location: Presentation
Support Staff: Town Clerk
Re-Occurring Schedule: April
- Valerie Oakes:** Resolution: Appoint Mayor and Vice Mayor due Feb 26, 2025
Topic: Election
Agenda Location: Regular
Support Staff: Town Clerk
Attorney's Office: E. Lenihan
Re-Occurring Schedule: April
- Valerie Oakes:** Resolution: Appointment of District Chair and Treasurer due Feb 26, 2025
Topic: Election
Agenda Location: Regular
Support Staff: Town Clerk
Attorney's Office: E. Lenihan
Re-Occurring Schedule: April
- Valerie Oakes:** Resolution: Designation of Mayor as Signing Agent due Feb 26, 2025
Topic: Legislative
Agenda Location: Consent
Support Staff: Town Clerk
Attorney's Office: E. Lenihan
Re-Occurring Schedule: April
- Valerie Oakes:** Resolution: Establishing Committees/Responsibilities due Feb 26, 2025
Topic: Legislative
Agenda Location: Regular
Support Staff: Town Clerk
Attorney's Office: E. Lenihan
Re-Occurring Schedule: April
- Valerie Oakes:** Resolution: Rules and Procedures for Town Council due Feb 26, 2025
Topic: Legislative
Agenda Location: Regular
Support Staff: Town Clerk
Attorney's Office: E. Lenihan
Re-Occurring Schedule: April
- Richard Gallant:** Discussion on Roadway & Drainage due Feb 26, 2025
Topic: Administrative
Agenda Location: Discussion
- Jeff Kurtz:** Discussion on Water Control Plan Updates due Feb 26, 2025
Topic: Administrative
Agenda Location: Discussion
- Valerie Oakes:** Discussion on Future Agenda Items due Feb 26, 2025
Topic: Administrative
Agenda Location: Discussion
- Valerie Oakes:** Resolution: Establishment of Regular Meeting Schedules due Feb 26, 2025

Topic: Resolution
Agenda Location: Consent

Item 16.

- Jeff Kurtz:** Ordinance on Conditional Use / Special Exception Procedures due Feb 26, 2025
Topic: Ordinance
Agenda Location: Public Hearing
- Jeff Kurtz:** Discussion of Scope for Assessment Methodology, mobility Fees, impact Fees RFP due Feb 26, 2025
Topic: Administrative
Agenda Location: Discussion
- Jeff Kurtz:** Annual Landowner's Meeting due Feb 26, 2025
Topic: District Item
Agenda Location: District Item
- Richard Gallant:** Ordinance on Townwide Traffic & Road Standards due Feb 26, 2025
Topic: Ordinance
Agenda Location: Public Hearing
- Jeff Kurtz:** Ordinance on Travel Policy due Feb 26, 2025
Topic: Ordinance
Agenda Location: Public Hearing

May 6, 2025

- Sammie T. Brown, IBA, FRA-RP, MEDP:** Agricultural Appreciation Day Proclamation - 5/18 due Apr 2, 2025
Topic: Proclamation
Agenda Location: Consent
Support Staff: Town Clerk
Re-Occuring Schedule: May
Proclamation for May 18
- Sammie T. Brown, IBA, FRA-RP, MEDP:** Building Safety Month Proclamation due Apr 2, 2025
Topic: Proclamation
Agenda Location: Consent
Support Staff: Town Clerk
Re-Occuring Schedule: May
- Sammie T. Brown, IBA, FRA-RP, MEDP:** Construction Safety Week Proclamation - 5/2-6 due Apr 2, 2025
Topic: Proclamation
Agenda Location: Consent
Support Staff: Town Clerk
Re-Occuring Schedule: May
Proclamation for May 2-6
- Jeff Kurtz:** Discussion and Update of FY Capital Improvement Program (CIP) and Roadway Improvement Program due Apr 2, 2025
Topic: Budget & Finance
Agenda Location: Regular
Support Staff: Project Coordinator
Re-Occuring Schedule: May
- Amber Schneider:** Discussion of Local Mitigation Strategy (LMS) Grant Submission due Apr 2, 2025
Topic: Grant
Agenda Location: Regular

- Sammie T. Brown, IBA, FRA-RP, MEDP: Mental Health Awareness Month Proclamation** due Apr 2, 2025
 - Topic: Proclamation
 - Agenda Location: Consent
 - Support Staff: Town Clerk
 - Attorney's Office: E. Lenihan
 - Re-Occurring Schedule: May

- Sammie T. Brown, IBA, FRA-RP, MEDP: National Hurricane Preparedness Week Proclamation 5/1-7** due Apr 2, 2025
 - Topic: Proclamation
 - Agenda Location: Consent
 - Support Staff: Town Clerk
 - Attorney's Office: E. Lenihan
 - Re-Occurring Schedule: May

 - Proclamation for May 1-7

- Sammie T. Brown, IBA, FRA-RP, MEDP: National Municipal Clerks Week Proclamation 5/4-10** due Apr 2, 2025
 - Topic: Proclamation
 - Agenda Location: Consent
 - Support Staff: Town Clerk
 - Attorney's Office: E. Lenihan
 - Re-Occurring Schedule: May

 - Proclamation for May 4-10

- Sammie T. Brown, IBA, FRA-RP, MEDP: National Public Works Week Proclamation (3rd Week of May)** due Apr 2, 2025
 - Topic: Proclamation
 - Agenda Location: Consent
 - Support Staff: Town Clerk
 - Attorney's Office: E. Lenihan
 - Re-Occurring Schedule: May

 - Proclamation for Third Week of May

- Sammie T. Brown, IBA, FRA-RP, MEDP: Older Americans Month Proclamation** due Apr 2, 2025
 - Topic: Proclamation
 - Agenda Location: Consent
 - Support Staff: Town Clerk
 - Attorney's Office: E. Lenihan
 - Re-Occurring Schedule: May

- Jeff Kurtz: Ordinance on Capital Improvement Plan / Timeline for ITBs** due Apr 2, 2025
 - Topic: Ordinance
 - Agenda Location: Public Hearing
 - Support Staff: Project Coordinator
 - Re-Occurring Schedule: May

 - Timeline for ITBs included

- Sammie T. Brown, IBA, FRA-RP, MEDP: Public Service Recognition Week Proclamation (1st full week of May)** due Apr 2, 2025
 - Topic: Proclamation
 - Agenda Location: Consent
 - Support Staff: Town Clerk
 - Attorney's Office: E. Lenihan
 - Re-Occurring Schedule: May

Proclamation for First Full Week of May

Item 16.

- Valerie Oakes:** Resolution: Appointment of Committee Members due Apr 2, 2025
 - Topic: Legislative
 - Agenda Location: Consent
 - Support Staff: Town Clerk
 - Attorney's Office: E. Lenihan
 - Re-Occuring Schedule: May

- Sammie T. Brown, IBA, FRA-RP, MEDP:** State Legislative Update from Lobbyist, State Senators and Representatives due Apr 2, 2025
 - Topic: Legislative
 - Agenda Location: Presentation
 - Support Staff: Town Clerk Assistant
 - Re-Occuring Schedule: May

Update from Lobbyist, State Senators and Representatives

- Francine Ramaglia:** Town Council's Goals, Objectives, and Policies due Apr 2, 2025
 - Topic: Legislative
 - Agenda Location: Regular
 - Support Staff: Town Manager
 - Re-Occuring Schedule: May

- Richard Gallant:** Discussion on Roadway & Drainage due Apr 2, 2025
 - Topic: Administrative
 - Agenda Location: Discussion

- Jeff Kurtz:** Discussion on Water Control Plan Updates due Apr 2, 2025
 - Agenda Location: Discussion
 - Topic: Administrative

- Valerie Oakes:** Discussion on Future Agenda Items due Apr 2, 2025
 - Topic: Administrative
 - Agenda Location: Discussion

- Valerie Oakes:** Receive and File Quarterly Reports (Q2) due Apr 2, 2025
 - Agenda Location: Consent
 - Topic: Administrative
 - Submit Quarterly Report - Building Department
 - Submit Quarterly Report - Code Enforcement Department
 - Submit Quarterly Report - Town Clerk
 - Submit Quarterly Report - Town Attorney
 - Submit Quarterly Report - Planner - Jim F.
 - Submit Quarterly Report - Planner - Kaitlyn F.
 - Submit Quarterly Report - Fire Department
 - Submit Quarterly Report - Police Department
 - Submit Quarterly Report - Finance
 - Submit Quarterly Report - IT
 - Submit Quarterly Report - Public Works

- | | | |
|--|-----------------|----------|
| <input type="checkbox"/> Jacek Tomasiak: Ordinance on Abandoned Property Code
Topic: Ordinance
Agenda Location: Public Hearing | due Apr 2, 2025 | Item 16. |
| <input type="checkbox"/> Jeff Kurtz: Ordinance on Conditional Use / Special Exception Procedures
Topic: Ordinance
Agenda Location: Public Hearing | due Apr 2, 2025 | |
| <input type="checkbox"/> Jeff Kurtz: Ordinance on Livestock Waste BMPs
Topic: Ordinance
Agenda Location: Public Hearing | due Apr 2, 2025 | |
| <input type="checkbox"/> Jeff Kurtz: Ordinance on Rural Vista Guidelines
Topic: Ordinance
Agenda Location: Public Hearing | due Apr 2, 2025 | |
| <input type="checkbox"/> Jeff Kurtz: Ordinance on Travel Policy
Topic: Ordinance
Agenda Location: Public Hearing | due Apr 2, 2025 | |
| <input type="checkbox"/> Jeff Kurtz: Powerpoint Presentation Initial Budget
Topic: Budget & Finance
Agenda Location: Presentation | due Apr 2, 2025 | |
| <input type="checkbox"/> Valerie Oakes: Presentation on Behavioral Services Program
Topic: Presentation
Agenda Location: Presentation | due Apr 2, 2025 | |
| <input type="checkbox"/> Richard Gallant: District: Interlocal Agreement with Indian Trails Improvement District for Emergency Response
Topic: District Item
Agenda Location: District Item | due Apr 2, 2025 | |

June 3, 2025

- | | | |
|---|------------------|--|
| <input type="checkbox"/> Discussion on Ordinance on Permitted Uses in Commercial Zoning Districts
Topic: Ordinance
Agenda Location: Discussion
Consultant Review Required: KF | | |
| <input type="checkbox"/> Sammie T. Brown, IBA, FRA-RP, MEDP: Code Enforcement Officer Appreciation Week Proclamation - 6/5-9
Topic: Proclamation
Agenda Location: Consent
Support Staff: Town Clerk
Attorney's Office: E. Lenihan
Re-Occuring Schedule: June
Proclamation for June 5-9 | due Apr 30, 2025 | |
| <input type="checkbox"/> Sammie T. Brown, IBA, FRA-RP, MEDP: National Homeownership Month Proclamation
Topic: Proclamation
Agenda Location: Consent
Support Staff: Town Clerk
Attorney's Office: E. Lenihan
Re-Occuring Schedule: June | due Apr 30, 2025 | |

Sammie T. Brown, IBA, FRA-RP, MEDP: Palm Beach County Veteran Services Officer Appreciation Month Proclamation due Apr Item 16.
Topic: Proclamation
Agenda Location: Consent
Support Staff: Town Clerk
Attorney's Office: E. Lenihan
Re-Occurring Schedule: June

Jeff Kurtz: Town's Preliminary Ad Valorem Millage Rate for TRIM Purposes due Apr 30, 2025
Topic: Budget & Finance
Agenda Location: Regular
Support Staff: Project Coordinator
Re-Occurring Schedule: June

Richard Gallant: Discussion on Roadway & Drainage due Apr 30, 2025
Agenda Location: Discussion
Topic: Administrative

Jeff Kurtz: Discussion on Water Control Plan Updates due Apr 30, 2025
Agenda Location: Discussion
Topic: Administrative

Valerie Oakes: Discussion on Future Agenda Items due Apr 30, 2025
Agenda Location: Discussion
Topic: Administrative

July 1, 2025

Jeff Kurtz: First Reading on Ordinance on Permitted Uses in Commercial Zoning Districts due Dec 31, 2024
Topic: Ordinance
Agenda Location: Public Hearing
Consultant Review Required: KF

Jeff Kurtz: Items Over \$10k and \$25k / Contracts Over \$25 due May 28, 2025
Topic: Budget & Finance
Agenda Location: Consent

Jeff Kurtz: Consideration of Truth in Millage (TRIM) due May 28, 2025
Topic: Budget & Finance
Agenda Location: Regular
Support Staff: Project Coordinator
Re-Occurring Schedule: July

Richard Gallant: Discussion on Roadway & Drainage due May 28, 2025
Topic: Administrative
Agenda Location: Discussion

Jeff Kurtz: Discussion on Water Control Plan Updates due May 28, 2025
Topic: Administrative
Agenda Location: Discussion

Valerie Oakes: Discussion on Future Agenda Items due May 28, 2025
Topic: Administrative
Agenda Location: Discussion

Francine Ramaglia: Consideration of Amendments to the Land Use Map due May 28, 336

- Jeff Kurtz:** Discussion on Selection Committee – Audit Request for Proposals / Contract Renewal due May 28, 2025
Topic: Budget & Finance
Agenda Location: Regular
- Jeff Kurtz:** District: Establishment of Estimated Special Assessment Rate for the Fiscal Year due May 28, 2025
Topic: Budget & Finance
Agenda Location: Regular
- Jeff Kurtz:** District: Preliminary Ad Valorem Assessment Rate for Solid Waste Collection Services and Fiscal Year due May 28, 2025
Topic: District Item
Agenda Location: District Item
- Richard Gallant:** District: Provisions of District Services, including Water Control, Maintenance, and Repair of Drainage and Roadways due May 28, 2025
Topic: District Item
Agenda Location: District Item
- Sammie T. Brown, IBA, FRA-RP, MEDP:** Legislative Update from County Commissioner (Sara Baxter) due May 28, 2025
Topic: Legislative
Agenda Location: Presentation
- Sammie T. Brown, IBA, FRA-RP, MEDP:** Legislative Goals and Objectives for the Fiscal Year due May 28, 2025
Topic: Legislative
Agenda Location: Presentation
- Sammie T. Brown, IBA, FRA-RP, MEDP:** Update from the Town Lobbyist due May 28, 2025
Topic: Legislative
Agenda Location: Presentation

August 5, 2025

- Jeff Kurtz:** Second Reading on Ordinance on Permitted Uses in Commercial Zoning Districts due Jan 29, 2025
Topic: Ordinance
Agenda Location: Public Hearing
Consultant Review Required: KF
- Jeff Kurtz:** Discussion on Ordinance on Procurement due Jul 2, 2025
Topic: Ordinance
Agenda Location: Public Hearing
- Valerie Oakes:** Receive and File Quarterly Reports (Q3) due Jul 2, 2025
Topic: Administrative
Agenda Location: Consent
- Jacek Tomasik:** Submit Quarterly Report - Building Department due Jul 16, 2025
- Jacek Tomasik:** Submit Quarterly Report - Code Enforcement Department due Jul 16, 2025
- Valerie Oakes:** Submit Quarterly Report - Town Clerk due Jul 16, 2025
- Elizabeth Lenihan:** Submit Quarterly Report - Town Attorney due Jul 16, 2025

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| <input type="checkbox"/> Jim Fleischmann: Submit Quarterly Report - Planner - Jim F. | due Jul Item 16. |
| <input type="checkbox"/> Kaitlyn Forbes: Submit Quarterly Report - Planner - Kaitlyn F. | due Jul 16, 2025 |
| <input type="checkbox"/> Amanda Vomero: Submit Quarterly Report - Fire Department | due Jul 16, 2025 |
| <input type="checkbox"/> Craig Turner: Submit Quarterly Report - Police Department | due Jul 16, 2025 |
| <input type="checkbox"/> Jeff Kurtz: Submit Quarterly Report - Finance | due Jul 16, 2025 |
| <input type="checkbox"/> Amber Schneider: Submit Quarterly Report - IT | due Jul 16, 2025 |
| <input type="checkbox"/> Richard Gallant: Submit Quarterly Report - Public Works | due Jul 16, 2025 |
| <input type="checkbox"/> Richard Gallant: Discussion on Roadway & Drainage
Topic: Administrative
Agenda Location: Discussion | due Jul 2, 2025 |
| <input type="checkbox"/> Jeff Kurtz: Discussion on Water Control Plan Updates
Topic: Administrative
Agenda Location: Discussion | due Jul 2, 2025 |
| <input type="checkbox"/> Valerie Oakes: Discussion on Future Agenda Items
Topic: Administrative
Agenda Location: Discussion | due Jul 2, 2025 |
| <input type="checkbox"/> Jeff Kurtz: Adoption of the Solid Waste Assessment
Topic: Budget & Finance
Agenda Location: Regular | due Jul 2, 2025 |
| <input type="checkbox"/> Valerie Oakes: Proclamation on Back to School Month – August
Topic: Proclamation
Agenda Location: Consent | due Jul 2, 2025 |
| <input type="checkbox"/> Jeff Kurtz: Budget Presentation and Approval of Budget Workshop Dates – Budget Workshop Calendar
Topic: Budget & Finance
Agenda Location: Presentation | due Jul 2, 2025 |
| <input type="checkbox"/> Jeff Kurtz: Items Over \$10k and \$25k / Contracts Over \$25
Topic: Budget & Finance
Agenda Location: Consent | due Jul 2, 2025 |
| <input type="checkbox"/> Jeff Kurtz: List of Pre-approved Easements for FY 2026 Paving Plan
Agenda Location: Regular
Topic: Administrative | due Jul 2, 2025 |
| <input type="checkbox"/> Valerie Oakes: Proclamation on National Civility Month – August
Topic: Proclamation
Agenda Location: Consent | due Jul 2, 2025 |
| <input type="checkbox"/> Sammie T. Brown, IBA, FRA-RP, MEDP: Resolution on Lobbyist Services Contract
Topic: Resolution
Agenda Location: Consent | due Jul 2, 2025 |

September 2, 2025

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|---|---|
| <input type="checkbox"/> Jeff Kurtz: First Reading on Ordinance on Procurement | due Jul 30, 338 |
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Topic: Ordinance
Agenda Location: Public Hearing

- Richard Gallant:** Discussion on Roadway & Drainage due Jul 30, 2025
Topic: Administrative
Agenda Location: Discussion
- Jeff Kurtz:** Discussion on Water Control Plan Updates due Jul 30, 2025
Topic: Administrative
Agenda Location: Discussion
- Valerie Oakes:** Discussion on Future Agenda Items due Jul 30, 2025
Topic: Administrative
Agenda Location: Discussion
- Valerie Oakes:** Proclamation on Building and Code Staff Appreciation Day - 9/1 due Jul 30, 2025
Topic: Proclamation
Agenda Location: Consent
- Jeff Kurtz:** Items Over \$10k and \$25k / Contracts over \$25k due Jul 30, 2025
Topic: Budget & Finance
Agenda Location: Consent
- Discussion of Council Participation and Communication with Surrounding Communities and Other Agencies due Jul 30, 2025
Agenda Location: Discussion
- Jeff Kurtz:** Resolution on Adopting the Road & Drainage Acreage Assessment due Jul 30, 2025
Topic: District Item
Agenda Location: District Item
- Valerie Oakes:** Proclamation on Emergency Preparedness Month due Jul 30, 2025
Topic: Proclamation
Agenda Location: Consent
- Jeff Kurtz:** Establishing and Adopting the Final Millage Rate & Final Budget for the Fiscal Year due Jul 30, 2025
Topic: Budget & Finance
Agenda Location: Regular
- Jeff Kurtz:** First Budget Public Hearing: Summary of the Proposed Tentative Millage Rate and Proposed FY Budget due Jul 30, 2025
Topic: Budget & Finance
Agenda Location: Regular
- Valerie Oakes:** Proclamation on National Farm Safety and Health Week – September 15-21 due Jul 30, 2025
Topic: Proclamation
Agenda Location: Consent
- Jeff Kurtz:** Resolution on Pay Plan due Jul 30, 2025
Topic: Budget & Finance
Agenda Location: Regular
- Valerie Oakes:** Resolution on Annual Dates Supporting Local Government and Approval of Annual Sponsorships and Events due Jul 30, 2025
Topic: Administrative
Agenda Location: Regular

October 7, 2025

- Jeff Kurtz:** Second Reading on Ordinance on Procurement
 Topic: Ordinance
 Agenda Location: Public Hearing

due Sep 3, 2024
- Richard Gallant:** Discussion on Roadway & Drainage
 Topic: Administrative
 Agenda Location: Discussion

due Sep 3, 2025
- Jeff Kurtz:** Discussion on Water Control Plan Updates
 Topic: Administrative
 Agenda Location: Discussion

due Sep 3, 2025
- Valerie Oakes:** Discussion on Future Agenda Items
 Topic: Administrative
 Agenda Location: Discussion

due Sep 3, 2025
- Valerie Oakes:** Proclamation on Customer Service 10/7-11
 Topic: Proclamation
 Agenda Location: Consent

due Sep 3, 2025
- Valerie Oakes:** Proclamation on Fire Prevention Week 10/7-11
 Topic: Proclamation
 Agenda Location: Consent

due Sep 3, 2025
- Valerie Oakes:** Proclamation on Florida Government Week 10/21-27
 Topic: Proclamation
 Agenda Location: Consent

due Sep 3, 2025
- Valerie Oakes:** Proclamation on Rural Education Day 10/31
 Topic: Proclamation
 Agenda Location: Consent

due Sep 3, 2025
- Jeff Kurtz:** Ordinance on Adopting the Annual Update of the CIP Element of the Comprehensive Plan
 Topic: Ordinance
 Agenda Location: Public Hearing

due Sep 3, 2025

November 4, 2025

- Jeff Kurtz:** Discussion on Water Control Plan Updates
 Agenda Location: Discussion
 Topic: Administrative

due Oct 1, 2025
- Richard Gallant:** Discussion on Roadway & Drainage
 Topic: Administrative
 Agenda Location: Discussion

due Oct 1, 2025
- Valerie Oakes:** Discussion on Future Agenda Items
 Topic: Administrative
 Agenda Location: Discussion

due Oct 1, 2025
- Valerie Oakes:** Proclamation on Hunger and Homelessness Awareness Week - November 12-20

due Oct 1,

- Valerie Oakes:** Receive and File Quarterly Reports (Q4) due Oct 1, 2025
Agenda Location: Consent
Topic: Administrative
- Jacek Tomasik:** Submit Quarterly Report - Building Department due Oct 15, 2025
- Jacek Tomasik:** Submit Quarterly Report - Code Enforcement Department due Oct 15, 2025
- Valerie Oakes:** Submit Quarterly Report - Town Clerk due Oct 15, 2025
- Elizabeth Lenihan:** Submit Quarterly Report - Town Attorney due Oct 15, 2025
- Jim Fleischmann:** Submit Quarterly Report - Planner - Jim F. due Oct 15, 2025
- Kaitlyn Forbes:** Submit Quarterly Report - Planner - Kaitlyn F. due Oct 15, 2025
- Amanda Vomero:** Submit Quarterly Report - Fire Department due Oct 15, 2025
- Craig Turner:** Submit Quarterly Report - Police Department due Oct 15, 2025
- Jeff Kurtz:** Submit Quarterly Report - Finance due Oct 15, 2025
- Amber Schneider:** Submit Quarterly Report - IT due Oct 15, 2025
- Richard Gallant:** Submit Quarterly Report - Public Works due Oct 15, 2025

December 2, 2025

- Richard Gallant:** Discussion on Roadway & Drainage due Oct 29, 2025
Agenda Location: Discussion
Topic: Administrative
- Jeff Kurtz:** Annual District Landowners meeting due Oct 29, 2025
Agenda Location: District Item
Topic: District Item
- Valerie Oakes:** Proclamation on National Farmers Day - December 23 due Oct 29, 2025
Topic: Proclamation
Agenda Location: Consent
- Valerie Oakes:** Proclamation on National Safe Toys and Gifts Month due Oct 29, 2025
Topic: Proclamation
Agenda Location: Consent
- Jeff Kurtz:** Discussion on Water Control Plan Updates due Oct 29, 2025
Topic: Administrative
Agenda Location: Discussion
- Valerie Oakes:** Discussion on Future Agenda Items due Oct 29, 2025
Agenda Location: Discussion
Topic: Administrative
- Valerie Oakes:** Resolution on the PBC SOE Agreement due Oct 29, 2025
Agenda Location: Consent
Topic: Resolution

TBD

ITID Mutual Aid Agreement

Agenda Location: Consent

Resolution on Solid Waste Contract

Topic: Administrative

Agenda Location: Regular

Support Staff: Town Manager & Public Works Superintendent

Re-Occuring Schedule: September 2026

Sunshine Week Proclamation

Topic: Proclamation

Agenda Location: Consent

Support Staff: Town Clerk

Attorney's Office: E. Lenihan

Re-Occuring Schedule: March

Proclamation for March 16-22

Richard Gallant: Gate Repairs

Piggyback Contract: Hinterland (Culvert Clearing)

Topic: Administrative

Agenda Location: Consent

Support Staff: Public Works Director

Re-Occuring Schedule: March