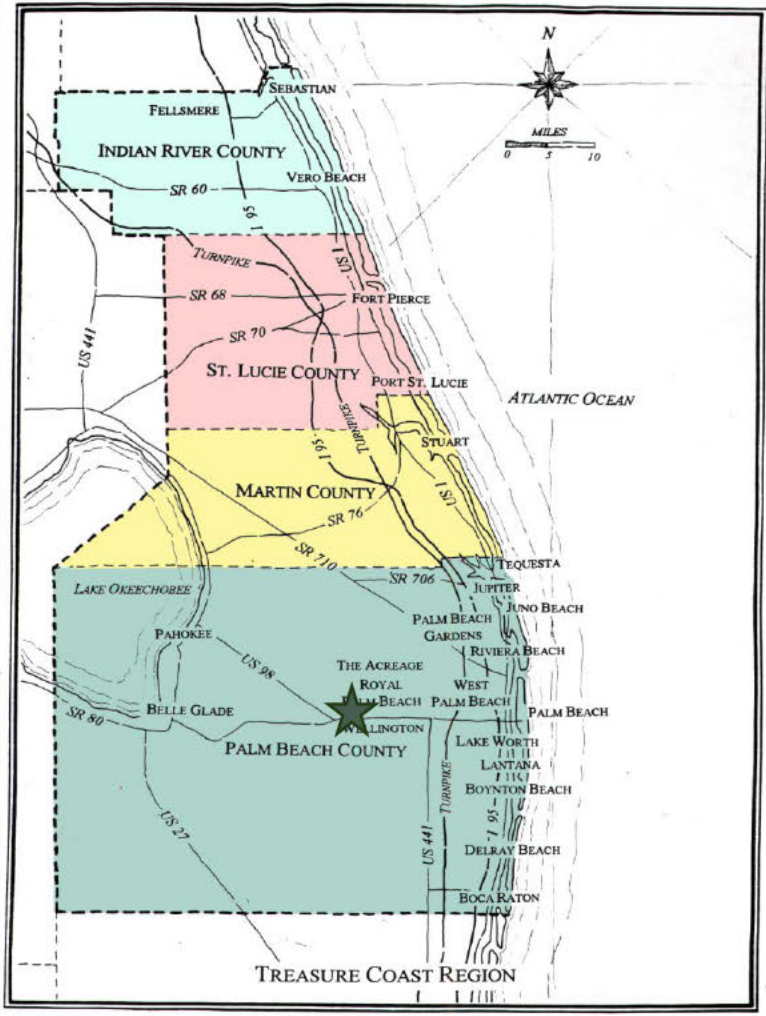


Town of Loxahatchee Groves Southern Boulevard Corridor Study

Community Planning Technical Assistance Grant
FloridaCommerce (State of Florida)

April 7, 2026

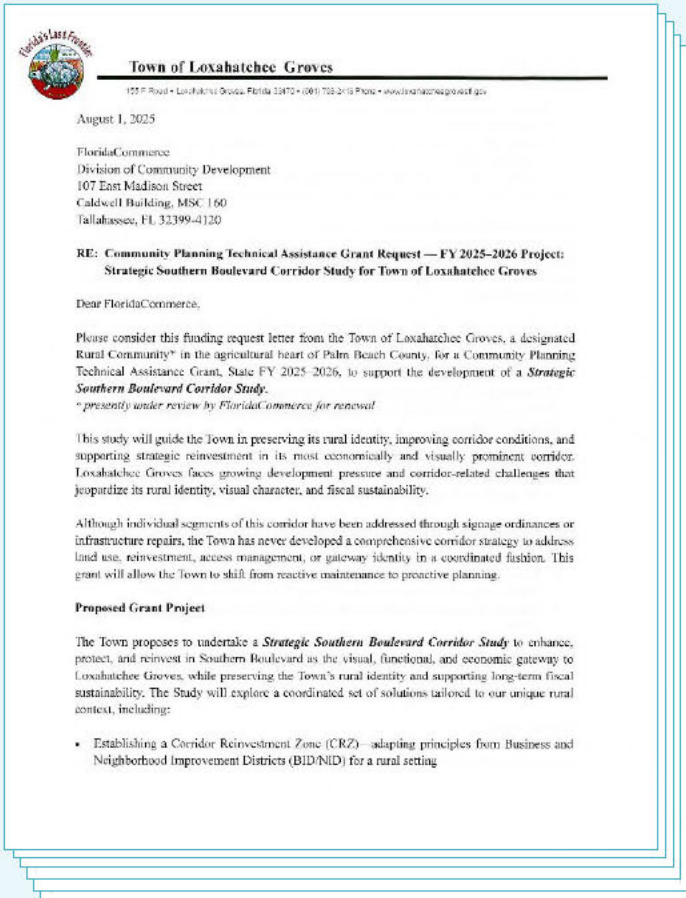
Who Are Regional Planning Councils?



- 4 Counties – 52 Municipalities
- 2.1 million people
- 105 miles of Atlantic Coastline
- 3,589 square miles
- 2.6 million people (2045)
- 294 local elected officials
- 5 state senators
- 13 state house members
- Economic Development, Emergency Preparedness, Transportation Planning, Urban Design Studio



Town Request to FloridaCommerce



... to “guide the Town in preserving its rural identity, improving corridor conditions, and supporting strategic reinvestment in its most economically and visually prominent corridor.”

“This project represents the Town’s first comprehensive corridor study and will provide the strategic tools needed to address rising infrastructure costs, safety challenges, and reinvestment needs while reinforcing the Town’s commitment to preserving its rural character.”



Town Request to FloridaCommerce

The deliverables in the study include:

1. Traffic & Infrastructure Assessment
2. Public Safety & Drainage Survey
3. Pedestrian/Equestrian Safety & Gateway Identity
4. Fiscal & Zoning Strategy Evaluation
5. A Final Report



Project Schedule

- ✓ **February 3** Town Council Approval of Scope of Work
- ✓ **March 17** Deliverable 1 sent to FloridaCommerce
- ✓ **March 28** Workshop #1
- ✓ **March 30** Workshop #2 & Launch of Online Public Survey
- **May 1** Online Survey to Close
- **May 19*** Workshop with Town Council **requesting*
- **June 2nd** Draft Southern Boulevard Corridor Study



Project Landing Page



Visit the project landing page on the Loxahatchee Groves website.

Project landing page:
<https://www.loxahatcheegrovesfl.gov/1601/The-Southern-Boulevard-Corridor>



Previous Studies

**We do not need another Study!
What's different about this study?!?!**

- “Check-up” for the Town Vision
- Focus on the southern quarter of the Town
- Discuss transportation, drainage, and Town identity
- Investigate if there are opportunities for collaboration with agency partners
- Prepare for if or when funding for goals is available



Study Area



Study Area

Why does the study area go to Collecting Canal Road?!?!

- The study is also focused on drainage and transportation.
 - Collecting Canal Road is the first continuous east west road, and
 - Collecting Canal is collecting the drainage system.
- It is important to define the adjacent context. If left undefined, areas can be more vulnerable to undesirable changes.



Project Schedule

TASK		JAN	FEB	MAR	APR	MAY	JUN	JUL
Task 1	Due Diligence			*				
Task 2	Public Workshop & Online Survey				*			
Task 3	Draft Project Report							
Task 4	Town Council Presentation & Final Report						*	

* Indicates Florida Commerce deliverable milestone



Online Community Survey



Use the QR code to access the online survey about the Southern Boulevard Corridor Study.

The online community survey will close on May 1, so please help spread the word!

Online survey page:

<https://www.surveymonkey.com/r/loxgrove>



Jessica Seymour, RA, LEED AP
Principal Program Coordinator

Treasure Coast
Regional Planning Council
772.221.4060
jseymour@tcrpc.org





This is an addition to the agenda

TOWN OF LOXAHATCHEE GROVES TOWN COUNCIL MEETING

TO: Members of Council and Council Elect
FROM: Jeffrey S. Kurtz, Town Attorney
DATE: April 7, 2026
SUBJECT: PBSO Contract

The Council has received copies of correspondence from the Sheriff's Counsel, Meredith Plummer, Esq. The correspondence consists of two letters. One sent late on April 1, 2026, to the Governor and Florida Cabinet and the second sent yesterday to the Mayor. (Copies of both letters are attached). PBSO asserts the Town is in violation of state law and its Charter, because of the lack of a contract with the Sheriff to provide law enforcement services.

It is my intent at tonight's meeting, during my comments, to seek direction from the Council on whether and in what manner the Town Council would like to respond.

PURPOSE

This memo briefly outlines the Town's existing position with respect to the arguments set forth in the PBSO correspondence. Contrary to PBSO the Town has asserted the following.

1. The adoption of Ordinance 2024-05 (copy attached) was designed to meet the Charter's requirement for the passage of an ordinance negating the responsibility to contract with PBSO.
2. There is no requirement under the Florida Constitution or Statutes for a municipality to have or contract for a police department.
3. The Town has not delegated its police powers to PBSO and PBSO has never relied on the Town's municipal powers when enforcing state law within the Town's municipal boundaries.
4. Under the terms of the existing law enforcement services agreement, the Town is not obligated to pay for services that are not being provided. Therefore, PBSO would only be entitled to compensation for services provided under the terms of the agreement. PBSO informed the Town in December, that in response to the Town's non-payment, they were ceasing the provision of law enforcement services under the agreement.

Charter Provision and Impact of Ordinance 2024-05

PBSO attempts to make the argument that a municipality has an obligation to provide law enforcement services. In support of this proposition, they cite the Town's Charter. Section 11(2) of the Charter reads as follows:

(2) Law enforcement. Law enforcement services will be provided by contract with the Palm Beach County Sheriff's Office, or contracted with other law enforcement agencies, until the town adopts an ordinance to the contrary, provided that the town shall not establish a town police department without a referendum.

The Town's position has been that the purpose of Ordinance 2024-05 was explicitly to meet the requirement of the Charter provision. The Ordinance acknowledges the acceptance of PBSO law enforcement services at the same level as they are provided throughout unincorporated Palm Beach County. It is understood that the level of service provided by PBSO in the unincorporated areas is determined by the Sheriff and is not necessarily uniform in application. This understanding is consistent with PBSO's assertion in the April 6th letter to the Mayor regarding the level of law enforcement service currently provided within the Town.

The acceptance of the Sheriff's determination of the appropriate level of service within the Town's boundaries is not an abdication or a transfer of the Town's police power responsibility, it is an acknowledgement that the Sheriff has Countywide jurisdiction to enforce state law, including within municipal boundaries. The vesting of that authority does not come from any municipality, rather it comes from the State. The response to crimes under state law remains within the jurisdiction and authority of PBSO and was never done under the supervision and control of the Town.

What is also acknowledged is that absent an agreement with the municipality, the Sheriff does not have authority to enforce municipal ordinances.

State Law Requirements

In support of their argument that State law requires a municipality to provide law enforcement services the Sheriff does not cite to any statute or case law, rather the single citation is to a 30 year-old Attorney General Opinion (AGO 96-78 is attached). The Sheriff's reliance on AGO 96-78 is misplaced. No where in the opinion does the Attorney General (AG) state or imply "The provision of law enforcement services is paramount to the health, safety and welfare of a municipality's resident...".

The question presented to the AG in 1996 was whether a municipality could provide law enforcement services to an adjacent municipality that did not have its own police department. The AG concluded there was no statutory authority for an adjacent municipality to provide law enforcement services to a municipality that did not have a police force, as the only basis for the officers to use their powers extraterritorially would be under the auspices of a mutual aid agreement and statutorily such mutual aid agreements contemplated that both municipalities would have police departments.

Perhaps, in response to that opinion, the legislature passed Chapter 97-62, and the Governor signed the Act into law creating Section 166.0495 Florida Statutes, which specifically authorizes

municipalities to contract for law enforcement services with an adjacent municipality. So, since 1997, AGO 96-78 has been largely irrelevant.

Up until 1997, if a municipality did not want its own police department but wanted to provide law enforcement services within its boundaries, the only option was the local Sheriff. Interestingly, the reason the municipality was seeking an alternative to the Sheriff for the provision of services was because the price of the service being charged by the Sheriff was more than they could afford.

AGO 96-78 does not stand for the proposition that a municipality has to provide law enforcement services. On the contrary, the last line of the opinion clearly phrases the matter as a choice not a mandate. It reads, “In instances where a municipality has no police department and seeks to contract for law enforcement services, the municipality may contract with the sheriff whose jurisdiction includes the city.” The sentence contemplates that a municipality might not have a police department. To seek is a choice not a requirement and may contract is not must.

The sentence does not read “where a municipality has no police department it must contract for law enforcement services with the sheriff whose jurisdiction includes the city”. If the opinion had so stated it might have supported PBSO’s position.

Delegation of Police Powers

The Florida constitution and Chapter 166 Florida Statutes outlining municipal authority do not explicitly refer to police powers, rather they refer to municipal powers, and while law enforcement is inherently a municipal power it is not explicitly mandated that a municipality exercise that power. In fact, most municipal power is discretionary and not mandated.

A municipality’s police power includes but is not limited to having a law enforcement department. Police power generally refers to a municipality’s ability to pass and enforce laws for the general health, welfare and safety of the public and notably includes the power to zone and regulate property. The crimes that we expect PBSO or any law enforcement agency to help prevent and enforce are generally state criminal statutes. Their power and jurisdiction to enforce such laws is set forth in state law not municipal ordinances.

The Town’s police power to enforce its ordinances will have to be exercised by other means and without a police department those means will not include the authority to arrest a code violator. The Town has not divested itself of its police powers, as it will continue to exercise those through the enforcement of its Code of Ordinances and Unified Land Development Code (ULDC). The current and past enforcement of Loxahatchee Groves ordinances has rarely involved the use of PBSO.

With respect to PBSO’s criminal law enforcement it has never taken direction from the Town and in many cases has not even informed the Town of ongoing investigations. With respect to traffic enforcement (also done under state law), PBSO has at times cooperated with the Town, but actual direction of the enforcement activity has always been under their command and control.

The significant ordinance the Town will most likely be unable to enforce without PBSO assistance is the school zone camera enforcement.

Breach of Contract

While PBSO, as indicated in their correspondence to the Mayor, has not waived its rights under the existing agreement to any payments, their representatives have acknowledged in private conversations that the failure on PBSO's part to provide services under the agreement would provide an affirmative defense to any claim for payment. Throughout the discussions, PBSO has not threatened to litigate in the court system over these issues. They have publicly acknowledged they are not providing service under the terms of the agreement and reiterated that position in correspondence to the Mayor.

Conclusion

PBSO has not gone to the courts with its arguments that the Town is in breach of the agreement or that Florida law and/or the Town's Charter require the Town to provide law enforcement services. They have not asked for an Attorney General an opinion to support their proposition. They have not cited any case, statute or constitutional provision in support of their argument. Instead, they have resorted to politics and requested help from the Governor and Cabinet.

There are reasons for the Town to provide law enforcement services and there are reasons for the Town to refrain from providing law enforcement services. In my opinion, it is a choice not a mandate. It is up to the Town Council as to what that choice is. If the Town Council seeks to provide law enforcement services, it can establish its own police department (but only after a referendum) or it can contract with PBSO, as there is no adjacent municipality with its own police department.

At this point in time, the Town has not heard from the Governor or any member of the Cabinet about the issue. I look forward to the Council's further direction on this matter.

April 6, 2026

VIA REGULAR U.S. MAIL AND EMAIL

Mayor Anita Kane
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33476
akane@loxahatcheegrovesfl.gov

Re: Response to Letters Dated March 27, 2026

Dear Mayor Kane:

Our client, PBSO, received your two letters dated March 27, 2026, specifically to include the Town's notice of terminating the Parties' contract effective October 1, 2026. Due to the Town's refusal to agree to the terms that we had outlined in our letter dated January 30, 2026, the Town's material breach of the contract remains unresolved. To be clear, the Town still owes PBSO outstanding payments under the contract and nothing PBSO has said or done waives the Town's obligations or PBSO's rights under the contract.

Clarification regarding PBSO's ongoing services to the Town is also required. Your letter suggests that PBSO has agreed to treat the Town as if it were an unincorporated part of Palm Beach County. PBSO has not agreed to do so and the Town is not unincorporated. Rather, it is the Town's ultimate responsibility to provide, oversee, and control police powers within its borders. *See* AGO 96-78. The Town's attempt to divert those responsibilities to PBSO by way of the Town's ordinance violates Section 4, Art. VIII, Fla. Const. *Id.* Accordingly PBSO has alerted the appropriate parties from the State of Florida regarding this issue by way of the enclosed letter, which was sent on April 1, 2026.

As PBSO has made clear in prior correspondence, PBSO has designated the Town as a zone and will provide services to it only as priorities and resources become available.

Sincerely,

/s/ Meredith B. Plummer

Meredith B. Plummer

cc: Jeffrey S. Kurtz, Esq., Town Attorney, 155 F Road, Loxahatchee Groves, FL 33470,
jkurtz@loxahatcheegrovesfl.gov

Joe Stephens, Seat 1, Council Member, 155 F Road, Loxahatchee Groves, FL 33470,
jstephens@loxahatcheegrovesfl.gov

Francine L. Ramaglia, Town Manager and
Jeffrey S. Kurtz, Esq., Town Attorney
Town of Loxahatchee Groves
April 6, 2026
Page 2

Lisa El-Ramey, Seat 2, Council Member, 155 F Road, Loxahatchee Groves, FL 33470,
lel-ramey@loxahatcheegrovesfl.gov

Paul Coleman, Seat 4, Council Member, 155 F Road, Loxahatchee Groves, FL 33470
pcoleman@loxahatcheegrovesfl.gov

Manish Sood, Seat 5, Council Member, 155 F Road, Loxahatchee Groves, FL 33470,
msood@loxhatcheegrovesfl.gov

Enclosure

April 1, 2026

The Honorable Ron DeSantis
Office of Governor Ron DeSantis
PL-05 The Capitol
400 South Monroe Street
Tallahassee, FL 32399-0001

The Honorable James Uthmeier, Attorney General
State of Florida
Office of the Attorney General
PL-01, The Capitol
Tallahassee, FL 32399-1050

The Honorable Wilton Simpson, Agriculture Commissioner
PL-10 The Capitol
400 South Monroe Street
Tallahassee, FL 32399-0001

The Honorable Blaise Ingoglia, Chief Financial Officer
Florida Department of Financial Services
200 East Gaines Street
Tallahassee, FL 32399-0301

**Re: Town of Loxahatchee Groves' Improper Attempt to Transfer its Police Powers
in Violation of Section 4, Art. VIII, Fla. Const. and its Charter**

Dear Members of the Florida Cabinet:

On behalf of Palm Beach County Sheriff, Ric Bradshaw ("PBSO"), a duly elected Florida constitutional officer, we submit this letter as notice to state leaders of a local municipality's failure to meet the fundamental requirements under its Charter and the State Constitution. Specifically, PBSO believes it is incumbent to disclose to the leaders of the State of Florida that the Town of Loxahatchee Groves (the "Town") is not supervising and controlling the provision of law enforcement services to its citizens as it is required to do, but rather, has unlawfully attempted to divert these obligations to PBSO.

The provision of law enforcement services is paramount to the health, safety, and welfare of a municipality's residents, and the Town retains the ultimate responsibility to supervise and control those services. *See, e.g.*, AGO 96-78. Further, these services were contemplated at the time of the Town's incorporation in 2006 and are required by its Charter. The Town's Charter states that "it is in the best interests of the public health, safety, and welfare of the residents of the Loxahatchee Groves area to form a separate municipality".¹ Section 11, Para. 2 of the Charter then

¹ Ch. 2006-328 (HB 951), Laws of Florida.

obligates the Town to provide law enforcement services by way of a contract with PBSO or another law enforcement agency.² The Town was incorporated based, in part, on PBSO's representations that such a contract would be in effect following the Town's incorporation. However, on or about December 1, 2025, the Town ceased payments to PBSO in material breach of the contract and its Charter. The Town's council officially voted on January 20, 2026 not to pay PBSO for the remaining months of the contract, ratifying the Town's intent to materially breach the contract. The Town's council then voted on March 3, 2026, to formally terminate the contract (effective October 1, 2026) and to not renew the contract with PBSO once it is terminated.

As a result of the Town's material breach and as ratified by its votes, PBSO ceased providing law enforcement services to the Town as is contemplated in the contract. Since then, PBSO has provided law enforcement services to the Town only as priorities and resources become available. Accordingly, the Town's residents are no longer receiving the services contemplated by the Florida Legislature and as set forth in the Charter. PBSO feels obligated to notify this Cabinet and the relevant copied parties because of PBSO's concern over the safety and welfare of the Town's citizens, in addition to its concern that the Town is attempting to unlawfully divest itself of its police powers.

Specifically, the Town purported to delegate its obligations to PBSO to provide, oversee, and control law enforcement services within its borders by passing an ordinance. The ordinance contemplates that the Town would cease having a contract with PBSO and, instead, that it would "rely on the standard law enforcement services ... provided by the PBSO in unincorporated Palm Beach County." This is problematic as the ordinance acts to unlawfully transfer the Town's police power responsibility to PBSO, since it no longer supervises or controls the services that PBSO provides to its citizens.

PBSO cares for the health, safety, and welfare of the Town's citizens and, specifically, wishes to ensure they receive the level of law enforcement services that the Legislature contemplated when it agreed to incorporate the Town and that is consistent with both the Charter and the Florida Constitution. Thank you for your attention to this matter.

Sincerely,

/s/ Meredith B. Plummer

Meredith B. Plummer

² The charter also contemplates the Town creating its own police department by way of a referendum, or passing "an ordinance to the contrary". *Id.*

cc:

Members of the Palm Beach County Legislative Delegation

Sen. Tina Polsky, Polsky.Tina.web@flsenate.gov

Sen. Gayle Harrell, Harrell.Gayle.web@flsenate.gov

Sen. Mack Bernard, Bernard.Mack.web@flsenate.gov

Sen. Lori Berman, Berman.Lori.web@flsenate.gov

Rep. John Snyder, Chair, John.Snyder@flhouse.gov

Rep. Jervonte “Tae” Edmonds, Jervonte.Edmonds@flhouse.gov

Rep. Debra Tendrich, Debra.Tendrich@flhouse.gov

Rep. Rob Long, 1102 The Capitol, 402 South Monroe St, Tallahassee, FL 32399-1300

Rep. Peggy Gossett-Seidman, Peggy.GossettSeidman@flhouse.gov

Rep. Kelly Skidmore, Vice-Chair, Kelly.Skidmore@flhouse.gov

Rep. Anne Gerwig, Anne.Gerwig@flhouse.gov

Rep. Meg Weinberger, Meg.Weinberger@flhouse.gov

U.S. Rep. Sheila Cherfilus-McCormick, 5725 Corporate Way, Suite 208, West Palm Beach, FL 33407

U.S. Rep. Brian Mast, 601 Heritage Dr, Suite 144, Jupiter, FL 33458

U.S. Rep. Lois Frankel, 7499 W Atlantic Ave, Unit 206, Delray Beach, FL 33446

U.S. Rep. Jared Moskowitz, 7900 Glades Rd, Suite 250, Boca Raton, FL 33434

U.S. Senator Rick Scott, 413 Clematis St, Suite 201, West Palm Beach, FL 33401

Southeast District Director, Ryan Hnatiuk, B3 Russell Senate Office Building, Washington, DC 20510

U.S. Senator Ashley Moody, 4822 Northlake Blvd, Suite B-1, Palm Beach Gardens, FL 33418

Regional Director, Greg Langowski, Greg.langowski@moody.senate.gov

Executive Director, Victoria Nowlan, VNowlan@pbc.gov

Legislative Delegation Aide, Kariana Ingram, KIngram1@pbc.gov

Town of Loxahatchee Groves

Jeffrey S. Kurtz, Esq., Town Attorney, jkurtz@loxahatcheegrovesfl.gov

Francine L. Ramaglia, Town Manager, framaglia@loxahatcheegrovesfl.gov

Anita Kane, Seat 3, Mayor, akane@loxahatcheegrovesfl.gov

Margaret Herzog, Seat 5, Vice Mayor, mherzog@loxahatcheegrovesfl.gov

Todd McLendon, Seat 1, Council Member, tmclendon@loxahatcheegrovesfl.gov

Lisa El-Ramey, Seat 2, Council Member, lel-ramey@loxahatcheegrovesfl.gov

Paul Coleman, Seat 4, Council Member, pcoleman@loxahatcheegrovesfl.gov

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2024-05

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING THAT IN THE EVENT THERE IS NO CONTRACT FOR LAW ENFORCEMENT SERVICES IN EFFECT BETWEEN THE TOWN AND THE PALM BEACH COUNTY SHERIFF'S OFFICE ("PBSO") OR AN ADJOINING MUNICIPALITY, THE LAW ENFORCEMENT SERVICES IN THE TOWN WILL BE THE STANDARD LAW ENFORCEMENT SERVICES PROVIDED BY THE PBSO; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 11(2) of the Town's Charter provides that law enforcement services will be provided by contract with the Palm Beach County Sheriff's Office, or contracted with other law enforcement agencies, until the town adopts an ordinance to the contrary; and,

WHEREAS, the Town currently has an agreement for law enforcement services with the Palm Beach County Sheriff's Office; and,

WHEREAS, Florida law currently limits the options for contractual law enforcement services for a municipality to the Sheriff of the County, or with a law enforcement agency of an adjoining municipality; however, while the Town could legally enter into a law enforcement services agreement with an adjoining municipality, all municipalities adjoining the Town currently have agreements for law enforcement services with the PBSO; and,

WHEREAS, Section 11(2) of the Town's Charter also provides that the town shall not establish a town police department without a referendum; and,

WHEREAS, given the budgetary restraints of the Town and other logistical challenges to the Town creating its own law enforcement agency, in the event the Town's agreement with PBSO is terminated for any reason, the Town will need to rely on the standard law enforcement services of the PBSO that may be provided by PBSO without an agreement with the Town; and,

ORD NO. 2024-05

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

Section 1. The above stated “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

Section 2. In the event there is no agreement for law enforcement services in effect between the Town and the Palm Beach County Sheriff’s Office (PBSO) or with an adjoining municipality, the law enforcement services to be provided within the Town will be the standard law enforcement services provided by the PBSO in unincorporated Palm Beach County, without an agreement with the Town.

Section 3. 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 4. Conflicts. All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are to the extent of such conflicts hereby repealed.

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

Section 6. Effective Date. This Ordinance shall take effect as provided by law.

ORD NO. 2024-05

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 7th DAY OF May, 2024.

Councilmember Maniglia offered the foregoing ordinance. Councilmember Herzog 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, FLORIDA, ON SECOND READING AND PUBLIC HEARING, THIS 4 DAY OF June, 2024.


Councilmember Maniglia offered the foregoing ordinance. Councilmember Herzog 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, VICE MAYOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ORD NO. 2024-05

TOWN OF LOXAHATCHEE GROVES,
FLORIDA


ATTEST:

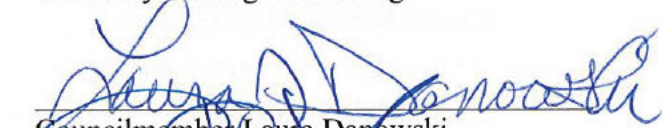

TOWN CLERK


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

**JAMES UTHMEIER**[Home](#) > [AG Opinions](#) > [Mutual Aid Agreement Transfer of City Police Services](#)[View PDF](#)

MUTUAL AID AGREEMENT; TRANSFER OF CITY POLICE SERVICES

Number: AGO 96-78**Issued** October 07, 1996**Subject:** Mutual aid agreement; transfer of city police services

Chief Clarence L. Bass
Edgewood Police Department
405 Larue Avenue
Edgewood, Florida 32809

RE: MUNICIPALITIES--LAW ENFORCEMENT--MUTUAL AID AGREEMENTS--SHERIFFS--CODE ENFORCEMENT--municipality may not use mutual aid agreement to assume all law enforcement services for another municipality; sheriff may contract to provide law enforcement services to municipality. Part I, Ch. 23, Parts II and III, Ch. 162, Fla. Stat.

Dear Chief Bass:

You ask substantially the following question:

Under what circumstances may a municipal police department provide law enforcement services to another municipality?

In sum:

While a mutual aid agreement entered into pursuant to Part I, Chapter 23, Florida Statutes, allows one municipality to provide assistance to another municipality on a specified, limited basis, there is no statutory authority for the complete transfer of law enforcement services from one municipality to another where supervision and control of the services are vested in the municipality providing such services. In instances where a municipality has no police department, it may contract for law enforcement services, the municipality may contract with the sheriff whose jurisdiction includes the

city.

You state that a municipality adjoining the City of Edgewood has no police department and currently hires off-duty sheriff's deputies to provide patrol services. In light of potential increased costs of obtaining police services from the county, the municipality wishes to contract with the City of Edgewood to provide such services. Several issues have been raised regarding this arrangement, including whether Edgewood police officers would have to be sworn by the other municipality or whether a mutual aid agreement would have to be used.

Article VIII, section 2(c), Florida Constitution, provides that the "exercise of extra-territorial powers by municipalities shall be as provided by general or special law." Thus, the grant of municipal home rule powers does not extend to the exercise of extraterritorial power.[1] The powers of a municipality, including its police powers, generally cease at the municipal boundaries and cannot, absent statutory authorization, be exercised outside the city's limits.[2]

This office in Attorney General Opinion 71-72 concluded that a municipal police officer outside the corporate limits of the city could not conduct a criminal investigation, unless such officer worked in partnership with a law enforcement agency having jurisdiction over the subject of the investigation and the place. The opinion recognized that a municipal police officer lacks any power or authority as a police officer in any part of the state beyond the corporate limits of the city where the officer is employed, and any action by the officer would be subject to review as if it were the action of a private citizen.

The Legislature has provided statutory authority for municipal police officers to exercise their powers extraterritorially under certain circumstances. For example, section 901.25, Florida Statutes, authorizes a municipal police officer to make arrests outside the officer's jurisdiction, if the officer is in fresh pursuit.[3] Additionally, a municipal police officer may patrol municipally-owned property and facilities that are located outside of the municipal boundaries, and "when there is probable cause to believe a person has committed or is committing a violation of state law or of a county or municipal ordinance on such property or facilities, may take the person into custody and detain him in a reasonable manner and for a reasonable time." [4]

Section 4, Article VIII, Florida Constitution, provides for the transfer or contracting of powers among counties, municipalities, or special districts. Pursuant to this constitutional provision:

"By law or by resolution of the governing bodies of each of the governments affected, any function or power of a county, municipality or special district may be transferred to or contracted to be performed by another county, municipality or special district, after approval by vote of the electors of the transferor and approval by vote of the electors of the transferee, or as otherwise provided by law."

This office has stated, however, that sections 2 and 4 of Article VIII, Florida Constitution, must be read together when a municipality transfers or contracts out municipal functions or powers.[5] Thus, while a municipality may seek to transfer its police power or function by using section 4, Article VIII, it is bound by the requirement of a special or general law authorizing the exercise of extraterritorial powers prescribed in section 2, Article VIII.

Part I, Chapter 23, Florida Statutes, the "Florida Mutual Aid Act," creates a state law enforcement mutual aid plan that provides for the coordination of law enforcement planning, operations, and mutual aid.[6] To carry out this plan, the Legislature has found it necessary to "allow a law enforcement agency to enter into a mutual aid agreement with another law enforcement agency of this state or any other state or with any law enforcement agency of the United States or its territories." [7]

Section 23.1225(1)(a), Florida Statutes, defines one type of mutual aid agreement as:

"A voluntary cooperation agreement, in writing, between two or more law enforcement agencies which permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines. The agreement must specify the nature of the law enforcement assistance to be rendered, the agency that shall bear any liability arising from acts undertaken under the agreement, the procedures for requesting and for authorizing assistance, the agency that has command and supervisory responsibility, a time limit for the agreement, the amount of any compensation or reimbursement to the assisting agency, and any other terms and conditions necessary to give it effect. An example of the use of a voluntary cooperation agreement is to provide for a joint city-county task force on narcotics smuggling."

Previously, there was a prohibition against any law enforcement agency receiving reimbursement from any other law enforcement agency under a voluntary cooperation agreement.[8] This prohibition was removed, however, and now compensation and reimbursement for services rendered by an agency are authorized by the act.[9]

The act recognizes that law enforcement assistance may cross jurisdictional lines under a mutual aid agreement. In further recognition of the extraterritorial exercise of law enforcement, section 23.127, Florida Statutes, provides:

"(1) Any employee of any Florida law enforcement agency who renders aid outside the employee's jurisdiction but inside this state pursuant to the written agreement entered under this part has the same powers, duties, rights, privileges, and immunities as if the employee was performing duties inside the employee's jurisdiction. . . .

* * *

(3) The privileges and immunities from liability, exemption from laws, ordinances, and rules, and pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employees' duties extraterritorially under the provisions of the mutual aid agreement. This section applies to paid, volunteer, and auxiliary employees."

A mutual aid agreement entered into pursuant to Part I, Chapter 23, Florida Statutes, would not appear to require a transfer of power from one municipality to another. Rather, it is a contract with ultimate supervision of the law enforcement power remaining in the municipality receiving the assistance.[10] As previously concluded by this office, police officers serving outside their jurisdiction pursuant to the Mutual Aid Act have extraterritorial law enforcement power to render aid in the jurisdiction they are called to assist, without the necessity of being deputized by the governing body of the jurisdiction assisted.[11]

Use of a mutual aid agreement would appear to be limited in its scope and would not contemplate a complete assumption of law enforcement services by an assisting law enforcement agency. As recognized by the act itself, the use of mutual aid agreements should more appropriately be confined to specific law enforcement activities in which two or more law enforcement agencies jointly provide assistance to each other. In instances where a municipality has no police department and seeks to contract for a full complement of law enforcement services, the municipality may contract with the sheriff whose jurisdiction includes the city.[12]

Accordingly, it would appear that the City of Edgewater may not contract with another municipality to assume all law enforcement services for the municipality by a mutual aid agreement entered into under Part I, Chapter 23, Florida Statutes. In instances where a municipality has no police department and seeks to contract for law enforcement services, the municipality may contract with the sheriff whose jurisdiction includes the city.

Sincerely,

Robert A. Butterworth
Attorney General

RAB/tls

[1] See s. 166.021(3)(a), Fla. Stat. (1995), stating that municipal home rule powers do not extend to "[t]he subjects of annexation, merger, and exercise of extraterritorial power, which require general or special law pursuant to s. 2(c), Art. VIII of the State Constitution[.]"

[2] See *Ramer v. State*, 530 So. 2d 915 (Fla. 1988) (city police officer lacked authority to seize vehicle on private property outside city limits); *Collins v. State*, 143 So. 2d 700 (Fla. 2d DCA 1962), *cert. denied*, 148 So. 2d 280 (Fla. 1962).

[3] Section 901.25(2), Fla. Stat., provides:

"Any duly authorized state, county, or municipal arresting officer is authorized to arrest a person outside his jurisdiction when in fresh pursuit. Such officer shall have the same authority to arrest and hold such person in custody outside his jurisdiction, subject to the limitations hereafter set forth, as has any authorized arresting state, county, or municipal officer of this state to arrest and hold in custody a person not arrested in fresh pursuit."

[4] See s. 901.252, Fla. Stat. (1995).

[5] See Op. Att'y Gen. Fla. 90-77 (1990) (dual referenda required to transfer ultimate responsibility for supervising law enforcement services from the Port Everglades Authority to a municipality; however, general or special law is required before municipality may exercise extraterritorial law enforcement powers on behalf of the authority outside its municipal boundaries) and 82-52 (1982) (cross swearing of police officers in neighboring municipalities to perform law enforcement services in each other's jurisdiction must comply with ss. 2[c] and [4], Art. VIII, Fla. Const.; also recognizing the use of Part I, Ch. 23, Fla. Stat., to allow extraterritorial exercise of law enforcement services by municipalities pursuant to a mutual aid agreement).

[6] Section 23.121(1)(a), Fla. Stat. (1995).

[7] Section 23.121(1)(g), Fla. Stat. (1995).

[8] See s. 23.1225(1), Fla. Stat. (1991).

[9] Section 23.1225(1), Fla. Stat. (1991), was amended by s. 3, Ch. 92-165, Laws of Florida, to delete the reimbursement proscription and add the present language allowing compensation and reimbursement to assisting agencies.

[10] See Op. Att'y Gen. Fla. 90-84 (1990).

[11] See Op. Att'y Gen. Fla. 82-52 (1982) (law enforcement services provided pursuant to s. 23.1225[1], Fla. Stat.,

require "cross swearing" of officers).

[12] *Cf. Op. Att'y Gen. Fla. 93-93 (1993)* (town may contract for provision of the town's law enforcement functions by the sheriff without referendum approval where town retains authority to cancel the contract and has not abrogated its ultimate responsibility to supervise the law enforcement functions).

Resources

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Office of the Attorney General
State of Florida
PL-01, The Capitol
Tallahassee, FL 32399-1050

This is an addition to the agenda

Francine Lillian Ramaglia, CPA, AICP, ICMA-CM

April 7, 2026

Honorable Mayor and Councilmembers
Town of Loxahatchee Groves, Florida

Dear Mayor and Councilmembers:

I love this job. I love this staff. I love this community. I love what we do and what we have built together.

Please accept this letter as my formal notice of retirement from my position as Town Manager for the Town of Loxahatchee Groves, effective September 30, 2026, upon the conclusion of my current contract.

After much reflection, I make this decision with peace, gratitude, and a hopeful heart. Each position I have held in public service has been a dream job for me, and I feel truly blessed to have spent my career doing work that mattered. I have run my leg of the race faithfully, given it my very best, and am ready to hand the baton to the next runner. I leave with that sense of peace, grateful for the honor of serving the western communities where I grew up and where I still live, and thankful for the legacy of service I have been privileged to help build throughout Palm Beach County.

Public service has always been more than a profession to me. It has been a calling, a joy, and a way to invest in people, organizations, and communities in meaningful and lasting ways. The greatest gift of this career has always been the people — the relationships, the shared purpose, and the opportunity to work together through challenge, change, growth, and progress. Some of my most meaningful memories are of the times we came together to make a difference when perseverance, compassion, and faith were most needed.

One of my greatest joys has been building teams, and succession planning was always job one. We have often said this is a mission-driven organization, and we have tried to be honest with people about what that means — real responsibility, an extremely heavy lift, and the growth that comes with that kind of challenge. We hired talent, energy, character, and promise, and it has been deeply rewarding to watch people grow into experience and leadership. Some came with years of experience and a desire to mentor and help grow the next generation. We are also fortunate to have several team members who have served in high-level roles at the County and in other cities, including former city managers Valerie Oakes and Caryn Gardner Young. Whether in the office or in the field, many members of our leadership team have earned and hold professional designations, and those who are earlier in their careers all have training plans in place to support

professional development and long-term career growth. Others were given opportunities here that may not have come as easily elsewhere, and because of their learning and growth in this organization, they moved on to greater roles beyond the Town. To me, that is part of what makes this Town so special, and the fact that some former employees chose to return says something meaningful about the culture, commitment, and sense of purpose that have been built here.

I believe the team the Town has today is truly best in class. There is strong leadership throughout the organization, and I have every confidence that we can make this a seamless transition together. Our leadership team is well known and respected throughout the county and beyond. I welcome the chance to use the budget process to lean into the existing leadership of Valerie Oakes, Craig Lower, and Caryn Gardner Young, and I am hopeful Ramsay Bulkley will continue leading the Town through its mission, while Mary McNicolas continues creating the outreach, partnerships, and critical connections the Town needs. It is also important to note that the Town's attorney, Jeff Kurtz, has tremendous knowledge of the Town from so many angles over so many years. His perspective, experience, and commitment have helped shape the strong foundation this organization stands on today, and it is my honor to leave the Town in such capable hands.

Strategic planning has also been an important part of my professional life, as a practitioner, consultant, instructor, and trainer, and I consider it a real honor to leave the Town with a refreshed vision rooted in the original 2008 plan shaped by the founders and the community. That vision has remained remarkably true over time, and I am hopeful the next chapter will build on that strong foundation. In that spirit, I believe the Town's third decade can truly be its best yet.

As I help bring this chapter to a close, I remain fully committed to a smooth and thoughtful transition. If it would be helpful, I would be very willing to assist with the next-step process, whether that involves looking internally, externally, or both, and I would be glad to support the Town as I have done for other communities. I would also be happy to reach out on the Town's behalf to the FCCMA senior advisors, a resource recently used at no cost by the neighboring Town of Westlake, should that be helpful. I also hope to recognize each member of the staff publicly and to thank every one of them personally, so they always know that, in my eyes, they are the best of the best.

If I may leave one final thought, it is this: public service is at its best when civility leads, facts guide decisions, and emotion does not overtake good judgment. The Town will be best served by staying focused on what matters most — completing the budget, finishing the strategic plan, and bringing its one-year, five-year, and ten-year goals to life. I remain hopeful that the Town's third decade will indeed be its best, not by chance, but through disciplined planning, respectful leadership, and a shared commitment to moving this community forward.

While I am concluding this chapter of public service, I do not see this next season as stepping away from purpose. I see it as a new opportunity to keep pouring into communities, organizations and people in whatever ways I can.

I have already begun discussing succession with Councilmember Coleman and appreciate the opportunity to share transition ideas and hear his perspective. Building on our conversations, we plan to bring forward a more formal succession and transition plan for Council consideration at the May and June meetings so that we can move together--thoughtfully and openly--into the Town's next chapter.

Thank you for the trust you have placed in me and for the opportunity to serve this community. I will always be grateful for the relationships, the shared work, and the sense of purpose this journey has given me. I leave with deep appreciation, great hope, and every confidence in the future.

Respectfully,

A handwritten signature in blue ink that reads "Francine". The signature is fluid and cursive, with a large initial "F" and a long, sweeping underline.

Francine Ramaglia, CPA, AICP, ICMA-CM
Town Manager

This is an addition to the agenda



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

April 7, 2026

Att: Ms. Francine Ramaglia, Town Manager
Town of Loxahatchee Groves

In Reference To: General Representation Government Affairs Contract

Dear Ms. Ramaglia,

It has been a pleasure working with and for the Town of Loxahatchee Groves during the past year and 3 months, and we are extremely proud of the work and accomplishments that we have been able to provide while working with you, Council and your extraordinary staff. However, it is with deep regret that we must give the Town our required 30 days' notice to terminate our contract due to our increased multiple demands.

We will continue to provide the same exceptional service as we finish out this contract and would like to arrange for a mutually available time to work on transitioning all our hard-earned work to you or your staff as you see fit.

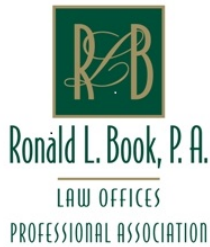
Again, it has been an honor to work with you and your team, and we expect to finish our contract with the same enthusiasm as we brought to the town on day one.

Sincerely,

A handwritten signature in blue ink that reads "Mary McNicholas". The signature is fluid and cursive, with a prominent initial "M".

Mary McNicholas,
Vice President

This is the receive and file for Item 8



On behalf of Ronald L. Book, P.A. and the Pittman Law Group, it has been our pleasure to represent the Town of Loxahatchee Groves in Tallahassee and to inform you of various issues important to local governments. Enclosed is the final 2026 Session report summarizing the property tax issue, the state budget status, and legislative measures that passed and did not pass.

Please let us know if you have any questions regarding issues included in this report or on other issues of concern.

Included in this report:

- **Budget Status Update**
- **Property Tax Reform – Constitutional Amendments**
- **Bills That Passed:**
 - HB 145 Claims Against the Government (Sovereign Immunity)
 - HB 1329 Local Government Finances (Financial Reporting requirements)
 - SB 1614 Local Government Funding (Florida Building Code)
 - SB 1134 Official Actions of Local Governments (Prohibition of DEI Initiatives)
 - HB 1085 Local Government Cyber Security
 - SB 484 Data Centers
 - HB 1217 Prohibited Governmental Policies Regulating Greenhouse Gas Emissions
 - SB 290 Department of Agriculture and Consumer Services – Approved by the Governor
 - HB 1245 Biosolids Management
 - SB 386 Farm Equipment - Approved by the Governor
- **Live Local And Land Use Legislation That Passed:**
 - HB 1389 Affordable Housing
 - HB 399 Land Use and Development Regulations – Approved by the Governor
 - HB 803 Building Permits and Inspections
 - SB 1434 Infill Redevelopment
- **Bills That Did Not Pass:**
 - SB 840 (SB 180 “Fix”) Land Use Regulations for Local Governments Affected by Natural Disasters
 - HB 103 Local Business Taxes
 - HB 299/SB 354 Blue Ribbon Projects

Budget Status Update: Lawmakers were unable to complete the budget by the end of Session, March 13.

The 2026 Regular Session of the Florida Legislature adjourned sine die on March 13 without adoption of the Fiscal Year 2026–27 General Appropriations Act or passage of the proposed constitutional amendments relating to property taxes. At adjournment, all legislation considered during the session became final, whether enacted or failed, concluding the regular legislative business for the year.

Several key issues are anticipated to carry forward into one or more special sessions, most notably completion of the state budget, the associated implementing and conforming bills, and the comprehensive taxation bill which typically includes sales tax holidays and other broad tax policy provisions. Additionally, it is expected the legislature will come together for an additional special session for potential constitutional amendments addressing property tax reforms.

At this time, the presiding officers have not issued a call for a special session focused on the budget. The House and Senate remain divided over allocation levels across major spending categories, preventing progress in negotiations. Until a consensus on allocations is reached, formal budget conferencing cannot begin. The impasse could extend into early summer, as the state constitution only requires enactment of the budget by July 1, the start of the new fiscal year.

Both chambers adopted their respective budget proposals during the regular session but have not agreed on the overall spending allocations needed to initiate the conference process. These allocations determine funding levels for core areas such as education, health care, transportation, and environmental programs. The Senate’s proposed budget currently exceeds the House plan by about \$1.4 billion, reflecting both numerical and policy-based differences that remain unresolved.

A special session will be convened once agreement is reached on allocations between the two chambers. As of this report, no date has been announced.

The Town of Loxahatchee Groves funding requests are below. The Stormwater system rehabilitation phase III project is funded in the House budget and therefore is eligible to be considered for funding once a budget conference begins. **The Control Structure Resiliency Improvements project is not addressed in either House or Senate budget which means it cannot be addressed for funding during the budget conference.

Town of Loxahatchee Groves Project	House proposed funding	Senate proposed funding	Status
Loxahatchee Groves Control Structure Resiliency Improvements (LFIR #2065, HSE #1771) Requested: \$750,000 Match: 50% Sponsors: Senator Harrell, Representative Weinberger	\$0	\$0	Cannot be addressed for funding in the budget conference**
Loxahatchee Groves Stormwater System Rehabilitation Phase III (LFIR #2066, HSE #1772) Requested: \$750,000 Match: 50% Sponsors: Senator Harrell, Representative Weinberger	\$375,000 Line 1774	\$0	Will be addressed for funding in the budget conference

Additional budget issues of interest:

The Florida Recreation Development Assistance Program (FRDAP), is a grant program within the Department of Environmental Protection, that provides financial assistance for acquisition or development of land for public outdoor recreation (parks).

The FRDAP grant program is not funded in either the Senate or House budget, which is a general indicator that this grant program will not be funded again this fiscal cycle, but will be determined once the budget conference process is completed.

Resilient Florida Grants & Planning Grants: The Resilient Florida Grant Program, through DEP, provides funding to counties, municipalities, and special districts for projects tackling flooding and sea-level rise. It includes Planning Grants for vulnerability assessments and Implementation Grants for construction.

Resilient Florida grants' current funding levels in both the House and Senate budgets, pre-conference.

Senate Budget: Resilient Florida: \$100 million Resilient Florida Planning Grants: \$20 million	House Budget: Resilient Florida: \$100 million Resilient Florida Planning Grants: \$10 million
-------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------

Property Tax Reform – Constitutional Amendments: No final action has been taken. As reported earlier in the Session, the House put forth multiple constitutional amendment ideas for debate and discussion, and one did pass the full House only. Both the Senate and the Governor have long indicated that they're developing proposals but have not released specific constitutional amendments. Members of the Senate filed bills to address property taxes; however, none were constitutional amendments, and none were heard. Both the House and Senate have acknowledged that a constitutional amendment will appear on the ballot this fall, however, even with the passage of HJR 203 in the House, no single version has emerged as the preferred option. This issue will carry over into a yet-to-be-called special session in late spring or early summer.

BILLS THAT PASSED:

➤ **HB 145 Claims Against the Government (Sovereign Immunity) Passed**

HB 145 represents a compromise reached late in the legislative session between the Florida Association of Counties, the Florida League of Cities, the House and Senate sponsors.

Final Version:

- Raises the maximum liability from \$200,000 to \$350,000 per person and from \$300,000 to \$500,000 per incident.
- Shortens the time to present claims from 3 years to 18 months, with adjustments.
- Revises the statute of limitations for tort actions against the government, including special provisions for sexual battery claims involving minors.
- Effective Date: October 1, 2026

➤ **HB 1329 Local Government Finances (Financial Reporting requirements) Passed**

HB 1329, a compromise between CFO Ingoglia, the Florida Association of Counties, and the League of Cities, revises financial reporting to ease compliance burdens while maintaining transparency. It simplifies website posting requirements to five days before hearings, and PDF format allowed, and removes employee travel posting mandates. The bill also reforms impact fee calculations, limits extraordinary fee increases, and applies these standards to all cities and counties statewide.

This bill was amended to make changes to the financial reporting requirements in earlier versions of this bill that would have been costly to local governments. This compromise is intended to address local government concerns while maintaining a level of transparency in the local government budget process.

➤ **SB 1614 Local Government Funding (Florida Building Code) Passed**

The bill limits how local governments can use building code enforcement funds by removing their authority to use excess funds to construct buildings for code enforcement agencies. Local governments may still collect reasonable fees to cover direct costs of enforcing the Florida Building Code, such as plan reviews, inspections, and permitting. The change means any revenue from these fees may only support enforcement activities themselves, not broader capital projects or facilities construction.

➤ **SB 1134 Official Actions of Local Governments (Prohibition of DEI Initiatives)** **Passed**

The bill prohibits counties and municipalities from funding, promoting, or taking official action related to diversity, equity, and inclusion (DEI) and bars spending on DEI offices or staff. It imposes penalties for officials who violate the ban, allows residents to bring actions against non-compliant local governments, and requires contractors and grantees to certify they will not use local funds for DEI activities. These provisions take effect for DEI contracts on January 1, 2027, with specified exceptions for compliance with federal law and federally recognized observances and monuments.

➤ **HB 1085 Local Government Cyber Security** **Passed**

Creates the Local Government Cybersecurity Protection Program to help local governments fund tools and services to prevent and respond to cyber incidents. It prioritizes fiscally constrained counties, requires data-sharing agreements for better coordination, and allows all local governments to purchase cybersecurity services through state contracts. The Florida Digital Service must report annually to the Governor and Legislature and may seek federal or other funding to support the program.

➤ **SB 484 Data Centers** **Passed**

The bill addresses issues related to the development of large-scale data centers in this state - sets minimum tariff and service standards for large-load electric customers to ensure they cover full service costs and bars utilities from serving certain foreign entities. It requires public utilities to file tariffs with the Public Service Commission by a set date and restricts economic development agencies from extending confidentiality for data center projects beyond 12 months. The bill also creates a new permitting framework for large-scale data centers and mandates an independent study on their construction and operation.

➤ **HB 1217 Prohibited Governmental Policies Regulating Greenhouse Gas Emissions** **Passed**

The bill bans state and local governments from adopting or enforcing net-zero greenhouse gas policies or using public funds to support them. It requires annual affidavits confirming compliance, prohibits participation in programs mandating statewide emission limits or carbon pricing, and excludes such policies from local planning and taxing authority. Exceptions apply to regulated public utilities, the Public Service Commission, and existing general-law pollution control measures.

➤ **SB 290 Department of Agriculture and Consumer Services** **Passed**

Approved by the Governor; **Chapter No. [2026-3](#)**

This is a comprehensive Ag bill that the Governor has signed, full language of the bill via link above. These are the sections that are particularly relevant:

- Only permits land application of Class AA biosolids by July 1, 2028, (phases out Class B) requires local governments that do not to transport biosolids for land application outside of their boundaries to comply with this requirement by July 1, 2031. It consolidates Florida's permitted biosolids framework around Class AA, treating it as the single allowable class for land-application facilities going forward. **Also see SB 1245 regarding biosolids management
- Equipment Use Prohibition: Prohibits a municipality from enacting or enforcing any local ordinance, policy, or rule restricting gasoline-powered farm or landscape equipment, preserving use of such tools for local agriculture and maintenance.
- Development Restrictions: In low-density areas like a municipality, bans administrative approval of development applications on ecologically significant parcels without developer attestation; aligns with the area's rural, agricultural character to limit high-density growth.

- Land Surplus Protections: Requires review of any municipality-surplused lands for bona fide agricultural suitability via Acquisition and Restoration Council, blocking transfer of development rights if suitable—protects the area's farmland from redevelopment.
- Rural Event Venues: Preempts local requirements for agricultural property owners in a municipality to obtain rural event venue permits, easing agritourism operations.

➤ **HB 1245 Biosolids Management** **Passed**

- The bill closes a regulatory gap in the management of bulk Class AA biosolids by extending oversight similar to that applied to Class B materials. While Class B biosolids are already regulated to prevent nutrient loading in sensitive areas such as the St. Johns River Basin, Class AA biosolids have been exempt from these site-specific controls. The legislation ensures consistent standards for both classes to protect water quality and prevent nutrient runoff from agricultural and equine agricultural lands.
- The measure requires that bulk Class AA biosolids be applied at or below agronomic rates and under conditions that limit nutrient leaching and runoff. It also strengthens monitoring and enforcement within the Basin Management Action Plan area, aligning biosolid use with sustainable agricultural practices. According to Representative Shoaf, the goal is to reduce nutrient pollution in the St. Johns River and its watershed while maintaining the agricultural benefits of biosolid use.
- Also see SB 290 section on Class B biosolids.

➤ **SB 386 Farm Equipment** **Passed**

Approved by Governor; **Chapter No. [2026-5](#)**

The bill establishes a procedure for consumers and manufacturers to resolve defects in farm equipment not covered by express written warranties. It defines “farm equipment” as any power-driven or self-propelled machinery used on farms or to transport farm products. Consumers may report defects to the manufacturer or its authorized service agent during the warranty period or within one year of the equipment’s original delivery. If the defect cannot be repaired after reasonable attempts, the manufacturer must replace the equipment with a comparable model or refund the full purchase price, including taxes and fees.

LIVE LOCAL AND LAND USE LEGISLATION THAT PASSED:

➤ **HB 1389 Affordable Housing** **Passed**

The bill requires counties and municipalities to permit affordable multifamily and mixed-use housing in commercial, industrial, and certain publicly or religiously owned properties, provided at least 40% of units stay affordable for 30 years. It preempts local regulations by forbidding new zoning, height, or setback restrictions on qualifying projects, while revising tax exemptions and expanding antidiscrimination rules to include government entities. Certain sensitive areas, such as the Everglades Protection Area and conservation easements, are explicitly exempted from these mandates.

➤ **HB 399 Land Use and Development Regulations** **Passed**

Approved by Governor; **Chapter No. [2026-7](#)**

This legislation (statewide) limits local government discretion over permitting and land use by requiring that development fees reflect actual costs, establishing uniform criteria for compatibility reviews, and prohibiting denials based on subjective terms like “community character.” It creates a streamlined approval process for large destination resorts, specifically enabling the Fontainebleau water slide park in Miami Beach, by mandating automatic administrative approvals for qualifying projects through July 1, 2031. It also restricts local regulation of composting

facilities and removes prior study requirements on urban development boundaries, signaling tighter state control over local land-use regulation.

Removed: Language in this bill was removed that would have required an OPPAGA study to “review the necessity” of the urban development boundary and other similar boundaries across the state. Amendment Did Not Pass: A floor amendment was proposed by Rep Eskamani to include the “SB 180 fix”, but it was ruled out of order.

➤ **HB 803 Building Permits and Inspections** **Passed**

This legislation standardizes Florida’s building permitting and inspection systems by creating statewide uniform applications, expanding private inspection options, and capping fees to actual review costs. It limits local governments’ authority by prohibiting discrimination against offsite-constructed homes, restricting added permit requirements, and requiring equal treatment across zoning districts. The goal is to streamline approvals and reduce barriers to housing and recovery projects while curbing local discretion in permit issuance and inspection oversight.

➤ **SB 1434 Infill Redevelopment** **Passed**

This legislation creates the Infill Redevelopment Act, requiring large counties to allow residential development and streamlined approvals on environmentally impacted urban parcels. It limits local governments by mandating administrative approval, prohibiting density reductions or new restrictions, and preempting additional local procedures. The intent is to promote housing redevelopment on underused or contaminated lands while constraining local discretion over zoning and approval conditions.

The impact of SB 1434 on Loxahatchee Groves would depend on the town’s land exemption criteria. This bill does not apply to land zoned or classified for agricultural use or property owned by the town for public park purposes. Qualifying parcels must be at least 5 acres, environmentally impacted (brownfields or contaminated sites), and inside an urban growth boundary, however, it appears that sections of the town fall under the exemptions for agricultural zoning/classification or locations outside such boundaries.

BILLS THAT DID NOT PASS:

Several bills affecting local governments advanced through committee hearings but ultimately did not pass. These measures are worth noting, as the issues they address may be reintroduced during the 2027 Legislative Session.

➤ **SB 840 (SB 180 “Fix”) Land Use Regulations for Local Governments Affected by Natural Disasters**

DID NOT PASS.

Known as the SB 180 “fix”, SB 840 would have revised language onerous to local governments that passed as SB 180 (Session 2025). While the Senate passed SB 840, the House never took up the companion bill, HB 1465.

In the last days of the legislative session, Representative Eskamani from the Orlando area, filed an amendment to HB 399 to include language to address the solutions to SB 180, but it was ruled out of order.

2025: SB 180 restricted local governments within 100 miles of a hurricane impact area from imposing new development moratoriums or stricter rebuilding rules after a storm. It also banned cumulative flood-protection ordinances, required uniform post-storm permitting standards, and froze permit fees for 180 days after an emergency.

➤ **HB 103 Local Business Taxes**

DID NOT PASS.

This bill would have repealed the ability of cities and counties to collect local business tax. There were few exemptions included: Panama City and Panama City Beach, as they are collected on the gross sales of all retail and wholesale, and Miami-Dade County who levies an additional local business tax dedicated to funding the Beacon Council, the official public-private economic development partnership for Miami-Dade County.

➤ **HB 299/SB 354 Blue Ribbon Projects**

DID NOT PASS.

This bill would have established a state-overseen framework for "blue ribbon projects" that would override local comprehensive planning and zoning authority, allowing projects to be sited in any future land use or zoning category without requiring plan amendments or rezoning.

State legislation would have preempted local authority over key land-use decisions, transferring control of development scale, density, and location to the state. Local governments would be limited to brief compliance reviews under strict deadlines, with the risk of state appeals and attorney fee penalties for noncompliance. This shift could impose unpredictable local infrastructure and service costs without guaranteed revenues, while primarily benefiting select landowners pursuing large-scale projects across the state.

It is likely a version of this legislation will be refiled next Session.
