

TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

TOWN COUNCIL REGULAR MEETING

AGENDA

DECEMBER 03, 2024 – 6:00 PM



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

Anita Kane, Mayor (Seat 3)

Phillis Maniglia, Councilmember (Seat 1)

Marge Herzog, Vice Mayor (Seat 5)

Laura Danowski, Councilmember (Seat 2)

Robert Shorr, Councilmember (Seat 4)

Administration

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

Town Attorney, Torcivia, Donlon, Goddeau & Rubin, P.A.

Town Clerk, Valerie Oakes, CMC

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 of Proclamation for Neighbors Helping Neighbors Initiative

PUBLIC HEARING

2. Approval of *Ordinance No. 2024-09* on First Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING THE TEXT OF ADOPTED COMPREHENSIVE PLAN, FUTURE LAND USE ELEMENT, SPECIAL POLICY 1.15.2, TO REVISE THE PERMITTED USES, ESTABLISH INTENSITY MEASUREMENTS FOR THE PROPOSED HOTEL USE, AND PERMIT A NON-RESIDENTIAL USE NORTH OF EAST CITRUS DRIVE; PROVIDING FOR TRANSMITTAL, CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.
3. Consideration of Approval on *Ordinance No. 2024-17* on Second Reading on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING CHAPTER 14 "CODE ENFORCEMENT" OF ITS CODE OF ORDINANCES BY ADOPTING ARTICLE I "IN GENERAL" TO INCLUDE EXISTING SECTIONS 14-1 THROUGH 14-4, and by ADOPTING ARTICLE II "CIVIL CITATION PROCEDURES" TO PROVIDE CITATION PROCEDURES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.
4. Consideration of Approval on *Ordinance No. 2024-15* on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE

GROVES, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 26 “MISCELLANEOUS PROVISIONS AND OFFENSES” BY ADOPTING ARTICLE II “SCHOOL ZONE SPEED ENFORCEMENT PROGRAM”; PROVIDING FOR THE INSTALLATION AND USE OF A SCHOOL ZONE SPEED DETECTION SYSTEM IN ACCORDANCE WITH STATE LAW; PROVIDING FOR PROGRAM ADMINISTRATION AND IMPLEMENTATION REQUIREMENTS, DESIGNATION OF SCHOOL ZONES, AND ENFORCEMENT PROCEDURES AND FOR OTHER PURPOSES; AND PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

CONSENT AGENDA

5. Consideration of Approval of **Resolution No. 2024-89**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A SCHEDULE OF VIOLATIONS AND ASSOCIATED PENALTIES FOR CIVIL CITATIONS; PROVIDING AN EFFECTIVE DATE.
6. Approval of **Resolution No. 2024-87**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE RENTAL OF EQUIPMENT THROUGH COOPERATIVE PURCHASE WITH SOURCEWELL CONTRACT #040924-URI; AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS PURSUANT TO THE COOPERATIVE PURCHASING CONTRACT TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER 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 of **Resolution No. 2024-88**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING THE SCOPE AND PRICING FOR EMPLOYEE INSURANCE AND RELATED BENEFITS; AUTHORIZING THE TOWN MANAGER TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.
8. Approval of **Resolution No. 2024-90**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING WORK ORDER NO. 1 WITH KIEL TREE SERVICE, INC. FOR REMOVAL OF TREES ALONG HYDE PARK ROAD; AUTHORIZING THE TOWN MANAGER 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 AN THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.
9. Approval of **Resolution No. 2024-91**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING THE TOWN

MANAGER AND TOWN ATTORNEY TO ENTER INTO CHANGE ORDER NO. 1 WITH ATLANTIC SOUTHERN PAVING & SEALCOATING, LLC PURSUANT TO THE COMPETITIVE BID WAIVER REQUIREMENTS AND PROVIDING AN EFFECTIVE DATE.

10. Approval of **RESOLUTION NO. 2024-92** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING CHANGE ORDER NO. 2 TO THE SCOPE AND PRICING FOR INSTALLATION OF A BRIDGE CULVERT AT 12th PLACE NORTH AND F ROAD; AUTHORIZING THE TOWN MANAGER 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 AN THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

DISTRICT'S CONSENT AGENDA

11. Recommendation to Approve **Ordinance No. 2024-16** to the Town Council (Corresponding Companion agenda item number 15).
12. Approval of Resolution No. 2024-DD06: A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE TOWN OF LOXAHATCHEE GROVES TO PROVIDE FOR USE OF TOWN STAFF, RESOURCES, AND PROCEDURES FOR THE ENFORCEMENT, ASSESSMENT, AND COLLECTION OF DRAINAGE WORKS NUISANCE ABATEMENT SERVICES WITHIN THE BOUNDARIES OF THE DISTRICT, FOR THE IMPLEMENTATION OF A VOLUNTARY CULVERT ASSESSMENT PROGRAM AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICTS, SEVERABILITY, AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

DISTRICT'S REGULAR AGENDA - PUBLIC HEARING

13. Approval of Resolution No. 2024-DD07: A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, DECLARING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED FOR THE COST OF PROVIDING DRAINAGE WORKS NUISANCE ABATEMENT ON PRIVATE REAL PROPERTY WITHIN THE BOUNDARIES OF THE DISTRICT; PROVIDING FOR THE MAILING OF THIS RESOLUTION; PROVIDING FOR CONFLICTS, SEVERABILITY, AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

RECONVENE TOWN COUNCIL MEETING

REGULAR AGENDA

- [14.](#) Approval of **Resolution No. 2024-78**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING AN AGREEMENT WITH REDSPEED FLORIDA, LLC, TO PROVIDE SPEED DETECTION SYSTEMS AND ENFORCEMENT AND ADMINISTRATIVE SERVICES TO THE TOWN PURSUANT TO CITY OF PLANTATION COMPETITIVE SOLICITATION RFSP NO. 005-24 AND FOR OTHER PURPOSES; AND PROVIDING FOR AN EFFECTIVE DATE.
- [15.](#) Consideration of Approval of **Ordinance No. 2024-16** on First Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 46 “SPECIAL DISTRICTS” TO REORGANIZE AND UPDATE ITS PROVISIONS, TO PROVIDE ADDITIONAL DUE PROCESS PROTECTIONS FOR PROPERTY OWNERS CITED FOR DRAINAGE WORKS VIOLATIONS, TO PROVIDE LEGAL PROCEDURES FOR THE ASSESSMENT OF ABATEMENT COSTS, TO PROVIDE A VOLUNTARY CULVERT SPECIAL ASSESSMENT ASSISTANCE PROGRAM FOR THE REPAIR, REPLACEMENT, CONSTRUCTION AND/OR MAINTENANCE OF PRIVATELY OWNED CULVERTS, CULVERT CROSSINGS, AND/OR CULVERT BRIDGES, TO REMOVE HAULING PERMITTING PROVISIONS, AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

DISCUSSION

- [16.](#) Discussion of Capital Projects Status and Timelines
- [17.](#) Discussion on Road & Drainage Update
- [18.](#) Discussion of "No Through Truck" Ordinance
- [19.](#) Discussion of Cost Sharing Program
- [20.](#) 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

FROM: Valerie Oakes, CMC, Town Clerk

VIA: Francine L. Ramaglia, CPA, AICP, ICMA-CM, Town Manager

DATE: December 3, 2024

SUBJECT: Proclamation – Proclamation Recognizing Neighbors Helping Neighbors Initiative

Background:

The Neighbors Helping Neighbors Initiative was integral to the Town of Loxahatchee Groves' recovery efforts following the impact of Hurricane Milton and subsequent tornado activity. Through the Neighbors Helping Neighbors initiative, sisters Jo and Jessie Siciliano (active in Loxahatchee Groves Landowners Association & CERT) organized a comprehensive volunteer-driven response to the extensive storm damage. They mobilized community volunteers, engaged local businesses, and collaborated with churches and organizations to provide immediate assistance to affected residents, ensuring efficient debris and vegetation cleanup across the town.

The Sicilianos' efforts extended beyond physical labor; they fostered a spirit of unity, resilience, and selflessness within the community, supporting countless neighbors in need and enhancing the town's overall disaster response capabilities. Their exemplary leadership and commitment to Loxahatchee Groves have left a lasting impact, making them deserving of special recognition.

We also recognize "it takes a town" and must also recognize the "Neighbors" who helped their "Neighbors": Karen Plante, Amy Hanson, Peter LoMuto, Geoff Sluggett, Deirdre Krause, Susan Lynn, Carol Bailey, Eric Green, OLou Favata, Dana Favata, Carol Tiroff, Ariel Pedrosa, Gabe Bove, Mary Beam, Bill Armfield, Cheryl Reed, Brad Reed, Brendan Cornea, John Cornea, Jesse Johansen, Bob Carr, Kim Kiely, Anita Kane, Aly Daly, Steve Herber, Fieduetch Fiere, Christian Brominski, Jenna Thomas, Jameson Tattersfield, Heather Cuhiles, Phillis Maniglia, Nancy Handwez, Josephine Grace, Zach VanGilder, Dianna Babington, Marielle Babington, Marge Herzog, Joanne Byron, Monique Vanderkamp, Scott Sibley, Mary McNicholas.

In addition, the following businesses have supported the Town through recovery: O'Neal Roofing—both Father and Son Neil O'Neal Sr and Neil O'Neal Jr, Ed's Wells, Moye Wells, Eric the Irrigation Guy, Everglades Farm Equipment –Chad Freedman, Red Barn Feed & Supply. Engenuity Engineering –Lisa Tropepe, Andre Rayman & Tara Bamber, Coppola Brothers, Christ Fellowship Westlake, John Archambo, our own Mr. Storm Recovery, with Ashbritt, Ashbritt—Brian Thomason, Bill Johnson, Thompson Consulting—Nate and Amanda Thompson, Coastal—Tonya Edwards, Trevor Black, John Casagrande, Brown Land Holdings—Steve & David Braswell, Keshavarz—Maziar & Amir Keshavarz and Randy Wertepny, Langan & Associates-- Brian Merritt & Ryan Wolf, Bove Company-- Joe & Gabe Bove.

Each of the above has received the attached Thank You Letter.

Recommendation:

Staff recommends that the Town Council adopt the attached proclamation honoring Jo Siciliano and Jessie Siciliano for their dedicated service and leadership in organizing the Neighbors Helping Neighbors initiative. This proclamation will serve as a formal acknowledgment of their invaluable contributions and encourage continued community involvement and support.



PROCLAMATION

TOWN COUNCIL — TOWN OF LOXAHATCHEE GROVES

WHEREAS, Jo Siciliano and Jessie Siciliano have demonstrated exceptional leadership and a profound commitment to the Town of Loxahatchee Groves through their organization of the Neighbors Helping Neighbors initiative and their dedicated involvement with the Citizens Emergency Response Team (CERT); and

WHEREAS, following the devastating impact of Hurricane Milton and the accompanying tornado activity, Jo and Jessie led extensive cleanup efforts across our town, tirelessly working to clear debris, remove hazardous vegetation, and restore essential services in affected areas; and

WHEREAS, their efforts extended beyond physical labor, as Jo and Jessie mobilized volunteers, coordinated with local businesses, partnered with nearby churches, and engaged other organizations to foster a united response to the community's needs, underscoring the strength and resilience of Loxahatchee Groves; and

WHEREAS, Jo and Jessie's compassion and diligence in providing resources, emotional support, and relief to our residents during a time of widespread disruption exemplifies the true meaning of neighborly care and community responsibility; and

WHEREAS, through the Neighbors Helping Neighbors initiative, they inspired numerous community members to volunteer and contribute to the cleanup efforts, reminding us all of the power of collaboration and selfless service; and

WHEREAS, Jo and Jessie's efforts have left an enduring impact on our town, both in the immediate relief provided and in the lasting sense of unity and resilience they have helped cultivate within Loxahatchee Groves; and

WHEREAS, dedicated, energetic, and industrious volunteers gathered to help those in most need and gave their all, including Karen Plante, Amy Hanson, Peter LoMuto, Geoff Sluggett, Deirdre Krause, Susan Lynn, Carol Bailey, Eric Green, OLou Favata, Dana Favata, Carol Tiroff, Ariel Pedrosa, Gabe Bove, Mary Beam, Bill Armfield, Cheryl Reed, Brad Reed, Brendan Cornea, John Cornea, Jesse Johansen, Bob Carr, Kim Kiely, Anita Kane, Aly Daly, Steve Herber, Fieduetch Fiere, Christian Brominski, Jenna Thomas, Jameson Tattersfield, Heather Cuhiles, Phillis Maniglia, Nancy Handwez, Josephine Grace, Zach VanGilder, Dianna Babington, Marielle Babington, Marge Herzog, Joanne Byron, Monique Vanderkamp, Scott Sibley, Mary McNicholasas, Chandelle Spargo, Mark Spargo, well as many others; and

WHEREAS, the following businesses have provided incredible support to the Town recovery include O'Neal Roofing—both Father and Son Neil O'Neal Sr and Neil O'Neal Jr, Ed's Wells, Moye Wells, Eric the Irrigation Guy, Everglades Farm Equipment—Chad Freedman, Red Barn Feed & Supply. Engenuity Engineering—Lisa Tropepe, Andre Rayman & Tara Bamber, Coppola Brothers, Christ Fellowship Westlake, John Archambo, our own Mr. Storm Recovery, with Ashbriitt, Ashbriitt—Brian Thomason, Bill Johnson, Thompson Consulting—Nate and Amanda Thompson, Coastal—Tonya Edwards, Trevor Black, John Casagrande, Brown Land Holdings—Steve & David Braswell, Keshavarz—Maziar & Amir Keshavarz and Randy Wertepny, Langan & Associates--Brian Merritt & Ryan Wolf, Bove Company-- Joe & Gabe Bove.

NOW, THEREFORE, the Town Council of Loxahatchee Groves does hereby recognize and honor Jo Siciliano and Jessie Siciliano for their unwavering dedication to the welfare of our town. We extend our heartfelt appreciation for their leadership, their strength, and their commitment to making Loxahatchee Groves a place where neighbors support each other through times of challenge and adversity.

NEIGHBORS HELPING NEIGHBORS INITIATIVE

*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 12th day of November 2024.

Valerie Oakes, CMC, Town Clerk

Anita Kane, Mayor

Marg Herzog, Vice Mayor

Phillis Maniglia, Councilmember

Laura Danowski, Councilmember

Robert Shorr, Councilmember



Town of Loxahatchee Groves

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

A Heartfelt Thank You to Our Incredible Community

In times of need, we are reminded of the strength, compassion, and unity that define our community. It is with immense gratitude that we extend this thank you to everyone who stepped up to help others, whether through small acts of kindness or significant efforts to support our neighbors.

After Hurricane Milton and its devastating tornadoes, our community came together like never before, standing up the Neighbors Helping Neighbors initiative—a testament to Loxahatchee Groves' spirit of love and care for one another. This effort was spearheaded by Jo and Jesse Siciliano, whose leadership, vision, and tireless dedication turned a simple idea into a lifesaving mission. Together, they assembled a group of 40 residents and neighbors, alongside CERT (Community Emergency Response Team), who worked around the clock to help our community recover.

The swift assistance from this incredible team has been nothing short of remarkable, and their efforts have been a true lifeline for many. From clearing debris and providing supplies to offering comfort and support, Neighbors Helping Neighbors has shown that in The Groves, no one stands alone.

We also want to recognize the community partners and local businesses whose generous contributions made a tremendous difference. Without their swift action and resources, we could not have accomplished what we did. Their partnership has been invaluable, and we are deeply thankful for their unwavering support during this critical time.

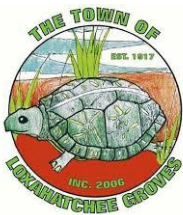
One long-time resident marveled at what this effort represents: "It's truly amazing what can be accomplished when no one seeks credit." This sentiment reflects the essence of our community—selfless, resilient, and deeply committed to one another.

To every individual, family, organization, and business that contributed to these efforts, please know that your actions have not gone unnoticed. You are the heart and soul of this community, and we are forever grateful for the example you've set.

Thank you for making Loxahatchee Groves a place we are all proud to call home.

With deepest appreciation,

The Mayor, Town Council, Management, and Staff of the Town of Loxahatchee Groves



PROCLAMATION

TOWN COUNCIL — TOWN OF LOXAHATCHEE GROVES

WHEREAS, Jo Siciliano and Jessie Siciliano have demonstrated exceptional leadership and a profound commitment to the Town of Loxahatchee Groves through their organization of the Neighbors Helping Neighbors initiative and their dedicated involvement with the Citizens Emergency Response Team (CERT); and

WHEREAS, following the devastating impact of Hurricane Milton and the accompanying tornado activity, Jo and Jessie led extensive cleanup efforts across our town, tirelessly working to clear debris, remove hazardous vegetation, and restore essential services in affected areas; and

WHEREAS, their efforts extended beyond physical labor, as Jo and Jessie mobilized volunteers, coordinated with local businesses, partnered with nearby churches, and engaged other organizations to foster a united response to the community's needs, underscoring the strength and resilience of Loxahatchee Groves; and

WHEREAS, Jo and Jessie's compassion and diligence in providing resources, emotional support, and relief to our residents during a time of widespread disruption exemplifies the true meaning of neighborly care and community responsibility; and

WHEREAS, through the Neighbors Helping Neighbors initiative, they inspired numerous community members to volunteer and contribute to the cleanup efforts, reminding us all of the power of collaboration and selfless service; and

WHEREAS, Jo and Jessie's efforts have left an enduring impact on our town, both in the immediate relief provided and in the lasting sense of unity and resilience they have helped cultivate within Loxahatchee Groves; and

WHEREAS, dedicated, energetic, and industrious volunteers gathered to help those in most need and gave their all, including Karen Plante, Amy Hanson, Peter LoMuto, Geoff Sluggett, Deirdre Krause, Susan Lynn, Carol Bailey, Eric Green, OLou Favata, Dana Favata, Carol Tiroff, Ariel Pedrosa, Gabe Bove, Mary Beam, Bill Armfield, Cheryl Reed, Brad Reed, Brendan Cornea, John Cornea, Jesse Johansen, Bob Carr, Kim Kiely, Anita Kane, Aly Daly, Steve Herber, Fieduetch Fiere, Christian Brominski, Jenna Thomas, Jameson Tattersfield, Heather Cuhiles, Phillis Maniglia, Nancy Handwez, Josephine Grace, Zach VanGilder, Dianna Babington, Marielle Babington, Marge Herzog, Joanne Byron, Monique Vanderkamp, Scott Sibley, Mary McNicholasas, Chandelle Spargo, Mark Spargo, well as many others; and

WHEREAS, the following businesses have provided incredible support to the Town recovery include O'Neal Roofing—both Father and Son Neil O'Neal Sr and Neil O'Neal Jr, Ed's Wells, Moye Wells, Eric the Irrigation Guy, Everglades Farm Equipment—Chad Freedman, Red Barn Feed & Supply. Engenuity Engineering—Lisa Tropepe, Andre Rayman & Tara Bamber, Coppola Brothers, Christ Fellowship Westlake, John Archambo, our own Mr. Storm Recovery, with Ashbriitt, Ashbriitt—Brian Thomason, Bill Johnson, Thompson Consulting—Nate and Amanda Thompson, Coastal—Tonya Edwards, Trevor Black, John Casagrande, Brown Land Holdings—Steve & David Braswell, Keshavarz—Maziar & Amir Keshavarz and Randy Wertepny, Langan & Associates--Brian Merritt & Ryan Wolf, Bove Company-- Joe & Gabe Bove.

NOW, THEREFORE, the Town Council of Loxahatchee Groves does hereby recognize and honor Jo Siciliano and Jessie Siciliano for their unwavering dedication to the welfare of our town. We extend our heartfelt appreciation for their leadership, their strength, and their commitment to making Loxahatchee Groves a place where neighbors support each other through times of challenge and adversity.

Jo Siciliano, Neighbors Helping Neighbors Organizer

*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 12th day of November 2024.

Valerie Oakes, CMC, Town Clerk

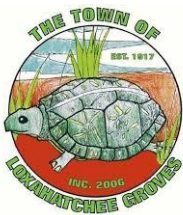
Anita Kane, Mayor

Marg Herzog, Vice Mayor

Phillis Maniglia, Councilmember

Laura Danowski, Councilmember

Robert Shorr, Councilmember



PROCLAMATION

TOWN COUNCIL — TOWN OF LOXAHATCHEE GROVES

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WHEREAS, dedicated, energetic, and industrious volunteers gathered to help those in most need and gave their all, including Karen Plante, Amy Hanson, Peter LoMuto, Geoff Sluggett, Deirdre Krause, Susan Lynn, Carol Bailey, Eric Green, OLou Favata, Dana Favata, Carol Tiroff, Ariel Pedrosa, Gabe Bove, Mary Beam, Bill Armfield, Cheryl Reed, Brad Reed, Brendan Cornea, John Cornea, Jesse Johansen, Bob Carr, Kim Kiely, Anita Kane, Aly Daly, Steve Herber, Fieduetch Fiere, Christian Brominski, Jenna Thomas, Jameson Tattersfield, Heather Cuhiles, Phillis Maniglia, Nancy Handwez, Josephine Grace, Zach VanGilder, Dianna Babington, Marielle Babington, Marge Herzog, Joanne Byron, Monique Vanderkamp, Scott Sibley, Mary McNicholasas, Chandelle Spargo, Mark Spargo, well as many others; and

WHEREAS, the following businesses have provided incredible support to the Town recovery include O'Neal Roofing—both Father and Son Neil O'Neal Sr and Neil O'Neal Jr, Ed's Wells, Moye Wells, Eric the Irrigation Guy, Everglades Farm Equipment—Chad Freedman, Red Barn Feed & Supply, Engenuity Engineering—Lisa Tropepe, Andre Rayman & Tara Bamber, Coppola Brothers, Christ Fellowship Westlake, John Archambo, our own Mr. Storm Recovery, with Ashbriitt, Ashbriitt—Brian Thomason, Bill Johnson, Thompson Consulting—Nate and Amanda Thompson, Coastal—Tonya Edwards, Trevor Black, John Casagrande, Brown Land Holdings—Steve & David Braswell, Keshavarz—Maziar & Amir Keshavarz and Randy Wertepny, Langan & Associates--Brian Merritt & Ryan Wolf, Bove Company-- Joe & Gabe Bove.

NOW, THEREFORE, the Town Council of Loxahatchee Groves does hereby recognize and honor Jo Siciliano and Jessie Siciliano for their unwavering dedication to the welfare of our town. We extend our heartfelt appreciation for their leadership, their strength, and their commitment to making Loxahatchee Groves a place where neighbors support each other through times of challenge and adversity.

Jessie Siciliano, Neighbors Helping Neighbors Organizer

*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 12th day of November 2024.

Valerie Oakes, CMC, Town Clerk

Anita Kane, Mayor

Marg Herzog, Vice Mayor

Phillis Maniglia, Councilmember

Laura Danowski, Councilmember

Robert Shorr, Councilmember

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town of Loxahatchee Groves, Town Council

FROM: Kaitlyn Forbes, AICP, CNU-A, Town Planner

DATE: December 03, 2024

SUBJECT: Groves at Town Center, Comprehensive Plan Text Amendment

Background:

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) require approval by the Town Council. The Applicant is proposing the following:

- 1) Comprehensive plan text amendment to: (1) Permit up to 95 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.*

Recommendations: The matter of the comprehensive plan text amendment is a legislative (policy) decision and therefore there is no staff recommendation on this item.

Town of Loxahatchee Groves, Florida Planning and Zoning Board Agenda Item Report

PREPARED BY: Kaitlyn Forbes

November 21, 2024

SUBJECT: Comprehensive Plan Text Amendment - Groves at Town Center

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) require approval by the Town Council. The Applicant is proposing the following:

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Problem Statement: The Town Council is to hear and approve, approve with conditions, or deny the comprehensive plan text amendment application.

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

2. CURRENT ACTIVITY

The Comprehensive Plan Text Amendment was presented at Planning and Zoning Board (PZB) meetings on July 22, 2024 and August 29, 2024. The PZB recommended denial of the application.

3. ATTACHMENTS

1. Groves Town Center Staff Report: Comprehensive Plan Text Amendment.

4. FINANCIAL IMPACT

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

5. **RECOMMENDED ACTION:** The matter of the comprehensive plan text amendment is a legislative (policy) decision and therefore there is no staff recommendation on this item.

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, COMPREHENSIVE PLAN TEXT AMENDMENT

DATE: November 21, 2024

I. GENERAL INFORMATION

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

B. Owner: Solar Sportsystems, Inc., Loxahatchee Equestrian Partners, LLC, and Groves Hospitality, LLC.

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.

II. EXISTING AND PROPOSED DEVELOPMENT PROGRAM, REQUESTED COMPREHENSIVE PLAN TEXT AMENDMENT

To accommodate the corresponding, proposed master plan revisions and site plan approval of both a hotel and public park, the applicant first proposes a text amendment to Special Policy 1.15.2 of the comprehensive plan as shown below and Attachment 3. The primary objective is to substitute a hotel use for the currently approved congregate living use. As noted in Section III below, the applicant states the congregate living use is no longer economically viable. Further, providing a hotel would meet local demands.

Proposed Text Amendment to Special Policy 1.15.2

Changes are in strikethrough and underline format.

1.15.2 Special Policy:

- (1) Land Use and density/intensity of development on the property delineated as “Special Policy 1.15.2” on the Future Land Use Map, Map # FLU – 1.10, shall be regulated by the application of the Multiple Land Use (MLU) land use category, and the following criteria: Commercial Low (CL) – Maximum of 34.34 acres / 103,000 sq. ft. of retail commercial space and up to 95 lodging units; Commercial Low Office – Maximum of 16.0 acres / 44,000 sq. ft. of professional and medical office commercial space; and Institutional – Minimum of 40.0 acres / ~~Maximum of 128 congregate living beds~~Public Park (Town Commons). Development intensity of lodging uses to be regulated by combination of number of rooms, building height, and lot coverage rather than FAR.
- (2) A 300 foot wide buffer shall be incorporated in the master plan along that portion of the MLU adjacent to the Collecting Canal.
- ~~(2)~~(3) For the property delineated as “Special Policy 1.15.2” on the Future Land Use Map, Map # FLU – 1.10, Commercial Low and Commercial Low Office uses are restricted to being located on Parcel 1 and/or Parcel 2 and Commercial Low and Commercial Low Office uses are prohibited on Parcel 3. The aforementioned parcels are as shown on the Conceptual Master Plan dated October 12, 2023.

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.

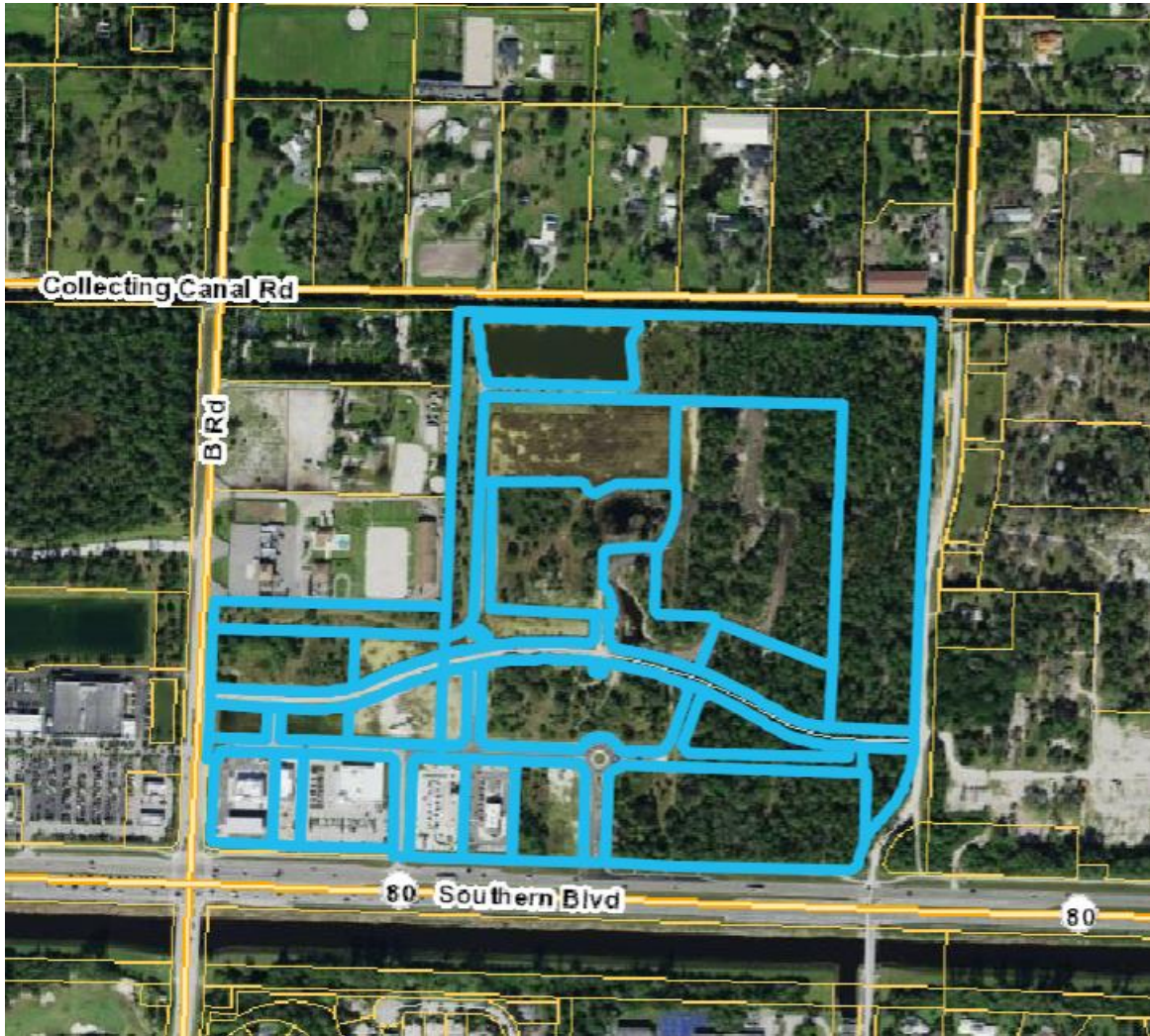
IV. PLANNING AND ZONING BOARD (PZD) RECOMMENDATION

The Planning and Zoning Board recommended denial on August 29, 2024.

V. STAFF FINDING AND RECOMMENDATION

The proposed comprehensive plan text amendment is a legislative (policy) decision and therefore there is no staff recommendation on this item.

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 – Proposed Comprehensive Plan Text Amendment

Proposed Text Amendment to Special Policy 1.15.2

Changes are in strikethrough and underline format.

1.15.2 Special Policy:

- (1) Land Use and density/intensity of development on the property delineated as “Special Policy 1.15.2” on the Future Land Use Map, Map # FLU – 1.10, shall be regulated by the application of the Multiple Land Use (MLU) land use category, and the following criteria: Commercial Low (CL) – Maximum of 34.34 acres / 103,000 sq. ft. of retail commercial space and up to 95 lodging units; Commercial Low Office – Maximum of 16.0 acres / 44,000 sq. ft. of professional and medical office commercial space; and Institutional – Minimum of 40.0 acres / ~~Maximum of 128 congregate living beds~~ Public Park (Town Commons). Development intensity of lodging uses to be regulated by combination of number of rooms, building height, and lot coverage rather than FAR.
- (2) A 300 foot wide buffer shall be incorporated in the master plan along that portion of the MLU adjacent to the Collecting Canal.
- ~~(2)~~(3) For the property delineated as “Special Policy 1.15.2” on the Future Land Use Map, Map # FLU – 1.10, Commercial Low and Commercial Low Office uses are restricted to being located on Parcel 1 and/or Parcel 2 and Commercial Low and Commercial Low Office uses are prohibited on Parcel 3. The aforementioned parcels are as shown on the Conceptual Master Plan dated October 12, 2023.

ORDINANCE NO. 2024-09

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING THE TEXT OF ADOPTED COMPREHENSIVE PLAN, FUTURE LAND USE ELEMENT, SPECIAL POLICY 1.15.2, TO REVISE THE PERMITTED USES, ESTABLISH INTENSITY MEASUREMENTS FOR THE PROPOSED HOTEL USE, AND PERMIT A NON-RESIDENTIAL USE NORTH OF EAST CITRUS DRIVE; PROVIDING FOR TRANSMITTAL, CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the property owner for The Groves at Town Center Planned Unit Development, shown in Exhibit A – “Location Map”, submitted an application to amend Special Policy 1.15.2 of the adopted comprehensive plan; and

WHEREAS, Special Policy 1.15.2 applies to, and regulates, the Groves at Town Center Planned Unit Development subject property, as shown in Exhibit A; and

WHEREAS, Special Policy 1.15.2 specifically regulates the permitted uses and intensity of said uses; and

WHEREAS, concurrent applications within the Groves at Town Center were submitted to amend the approved conceptual master plan and to approve two site plans for a public park and hotel; and

WHEREAS, approval of the aforementioned applications require modification to Special Policy 1.15.2 as shown in Exhibit B; and

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant to the authority vested in Chapters 163 and 166, Florida Statutes, is authorized and empowered to amend the adopted comprehensive plan; 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 Planning and Zoning Board as the Local Planning Agency has conducted a public hearing of the proposed amendments on July 22, 2024 and August 29, 2024 and recommended denial; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves has satisfied the applicable public hearing requirements for the proposed amendments; and

WHEREAS, the Town Council of Town of Loxahatchee Groves finds that the adoption of this ordinance amending Special Policy 1.15.2 of the adopted comprehensive plan is consistent with the vision for the Town Center development.

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

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

Section 2. The Town of Loxahatchee Groves hereby amends Special Policy 1.15.2 of the adopted comprehensive plan to read as shown in the attached and incorporated Exhibit B and Exhibit C.

Section 3. Transmittal. The Town of Loxahatchee Groves hereby directs the Planning Department to transmit the proposed text amendment to the State of Florida and all required review agencies as required by Florida State Statutes.

Section 4. Conflict. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

Section 5. Severability. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 6. Effective Date. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or development dependent on this amendment may be issued or commence before it has become effective.

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 to Ordinance 2024-09

Location Map

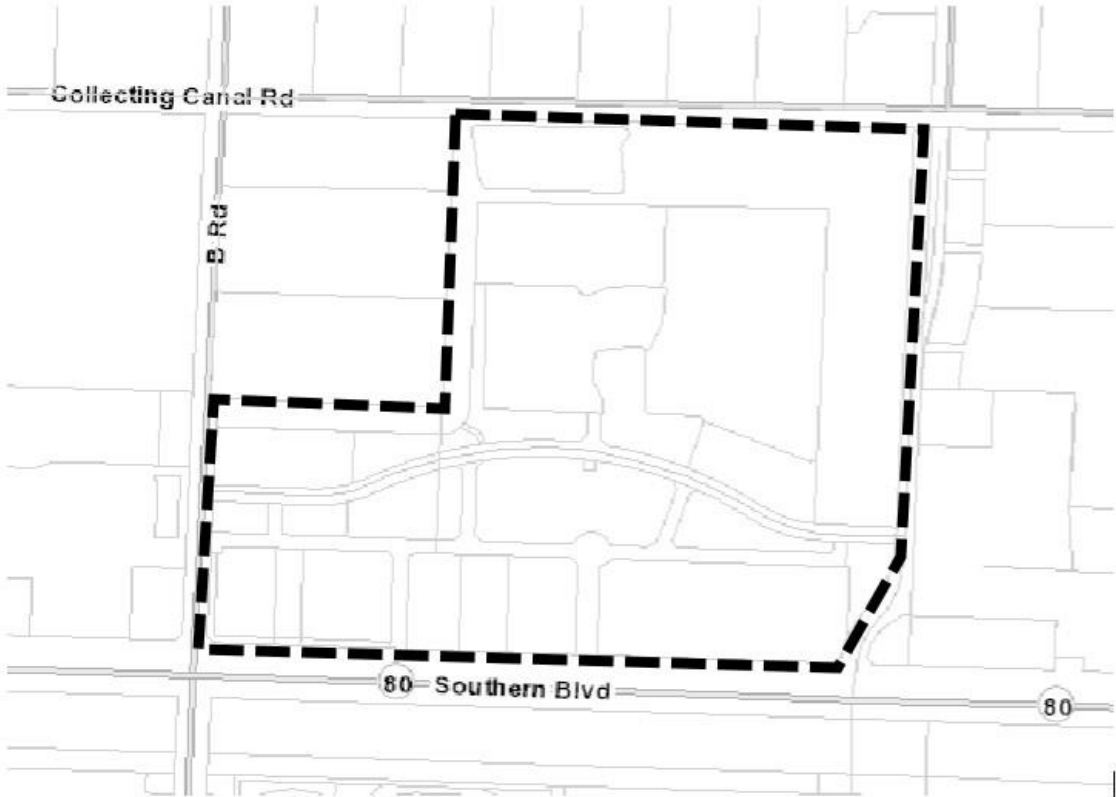


Exhibit B to Ordinance 2024-09
Proposed Text Amendment

Proposed Text Amendment to Special Policy 1.15.2

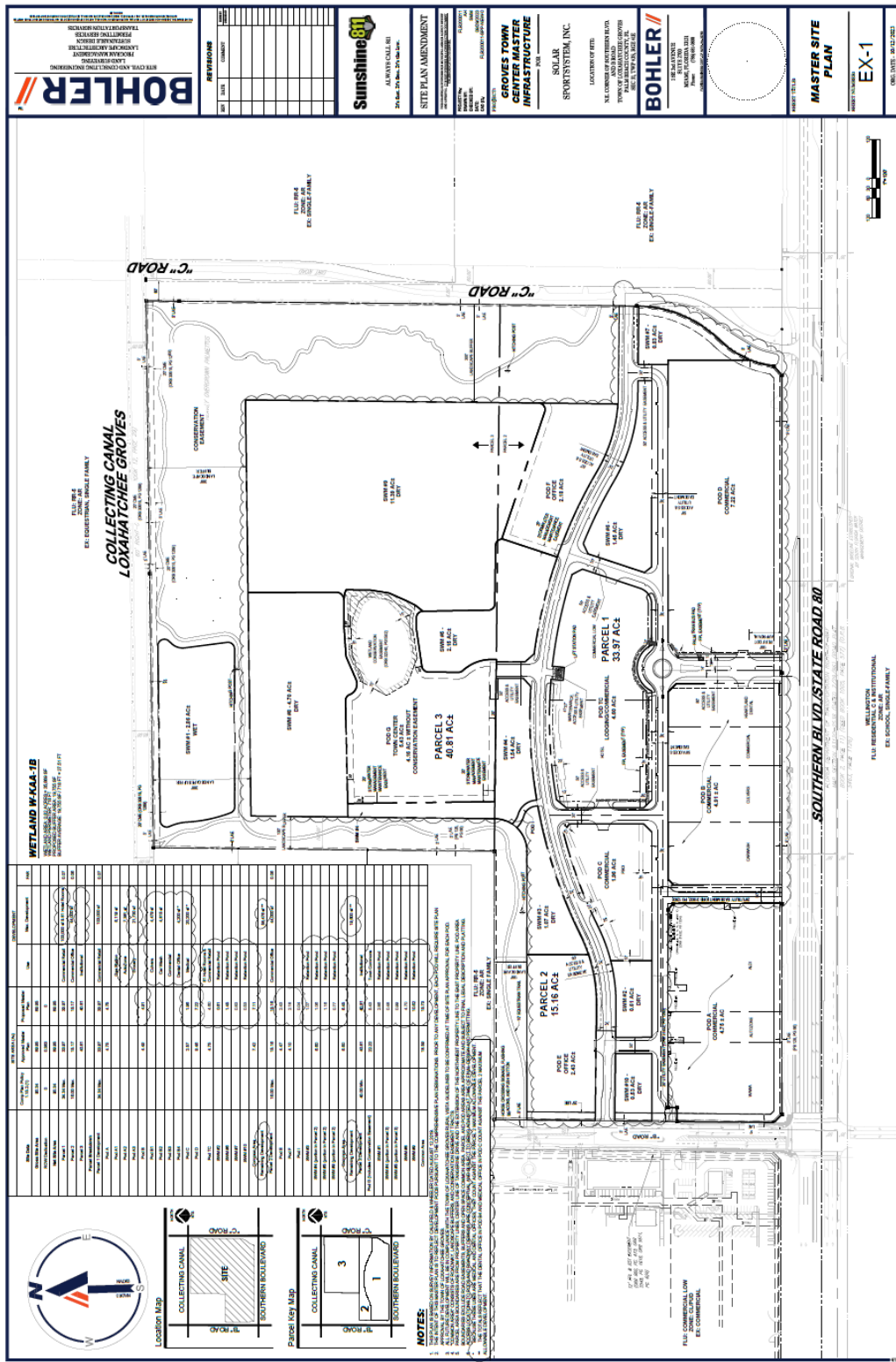
Changes are in strikethrough and underline format.

1.15.2 Special Policy:

- (1) Land Use and density/intensity of development on the property delineated as "Special Policy 1.15.2" on the Future Land Use Map, Map # FLU – 1.10, shall be regulated by the application of the Multiple Land Use (MLU) land use category, and the following criteria: Commercial Low (CL) – Maximum of 34.34 acres / 103,000 sq. ft. of retail commercial space and up to 95 lodging units; Commercial Low Office – Maximum of 16.0 acres / 44,000 sq. ft. of professional and medical office commercial space; and Institutional – Minimum of 40.0 acres / ~~Maximum of 128 congregate living beds~~ Public Park (Town Commons). Development intensity of lodging uses to be regulated by combination of number of rooms, building height, and lot coverage rather than FAR.
- (2) A 300 foot wide buffer shall be incorporated in the master plan along that portion of the MLU adjacent to the Collecting Canal.
- ~~(2)~~(3) For the property delineated as "Special Policy 1.15.2" on the Future Land Use Map, Map # FLU – 1.10, Commercial Low and Commercial Low Office uses are restricted to being located on Parcel 1 and/or Parcel 2 and Commercial Low and Commercial Low Office uses are prohibited on Parcel 3. The aforementioned parcels are as shown on the Conceptual Master Plan dated October 12, 2023.

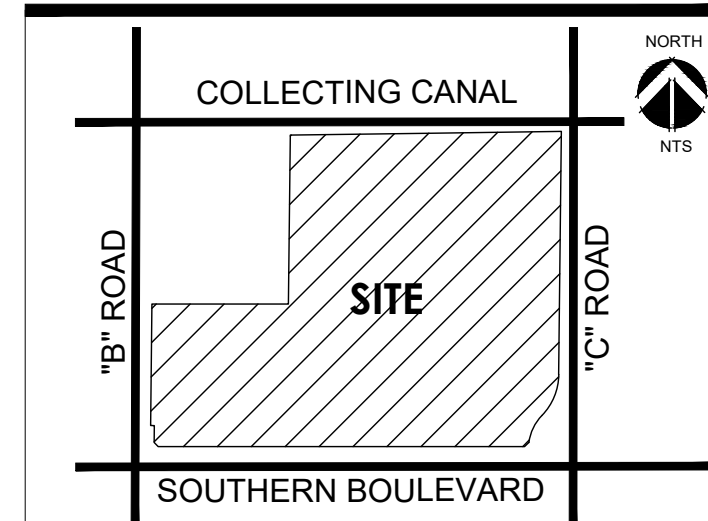
Exhibit C to Ordinance 2024-09

Conceptual Master Plan – Depicting Parcels 1, 2, and 3

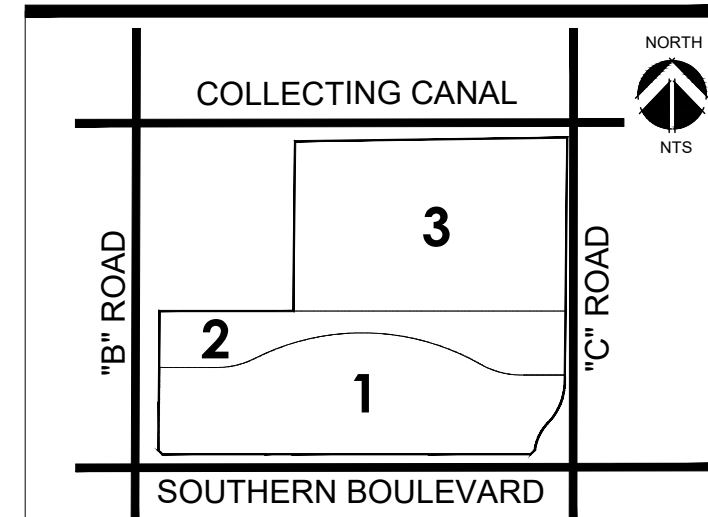




Location Map



Parcel Key Map



NOTES:

- THIS PLAN IS BASED ON SURVEY INFORMATION BY CAULFIELD & WHEELER DATED AUGUST 12 2019
- THE INTENT OF THIS MASTER PLAN IS TO REFLECT DEVELOPMENT PODS PURSUANT TO THE COMPREHENSIVE PLAN DESIGNATIONS. PRIOR TO ANY DEVELOPMENT, EACH POD WILL REQUIRE SITE PLAN APPROVAL BY THE TOWN OF LOXAHATCHEE GROVES.
- ALL FUTURE DEVELOPMENT WILL BE IN COMPLIANCE WITH THE TOWN OF LOXAHATCHEE GROVES RURAL VISTA GUIDELINES TO BE CONFIRMED AT TIME OF SITE PLAN APPROVAL FOR EACH POD.
- "COMMON AREA" CONSISTS OF ROADWAY, LANDSCAPE BUFFERS, AND CONSERVATION EASEMENT TRACTS.
- PARCEL AREA BOUNDARIES ARE FROM PROPERTY LINES, CENTER LINE OF TANGERINE DRIVE AND THE EXTENSION OF THE NORTHWEST PROPERTY LINE TO THE EAST PROPERTY LINE. POD AREA BOUNDARIES EXCLUDE ROAD EASEMENTS, BUFFERS AND OPEN SPACE COMMON AREA. PARCEL AND POD ACCESS LOCATIONS TO PODS AND ROADWAY DESIGN ARE CONCEPTUAL AND SUBJECT TO BEING ADJUSTED.
- BECAUSE THESE USES ARE MEDICAL AND DENTAL OFFICES, THEY COUNT AGAINST THE PARCEL 2 MAXIMUM ALLOWABLE DEVELOPMENT.
- THE TOTALS REFLECT THAT THE DENTAL OFFICE IN POD B4 AND MEDICAL OFFICE IN POD C COUNT AGAINST ALLOWABLE DEVELOPMENT.

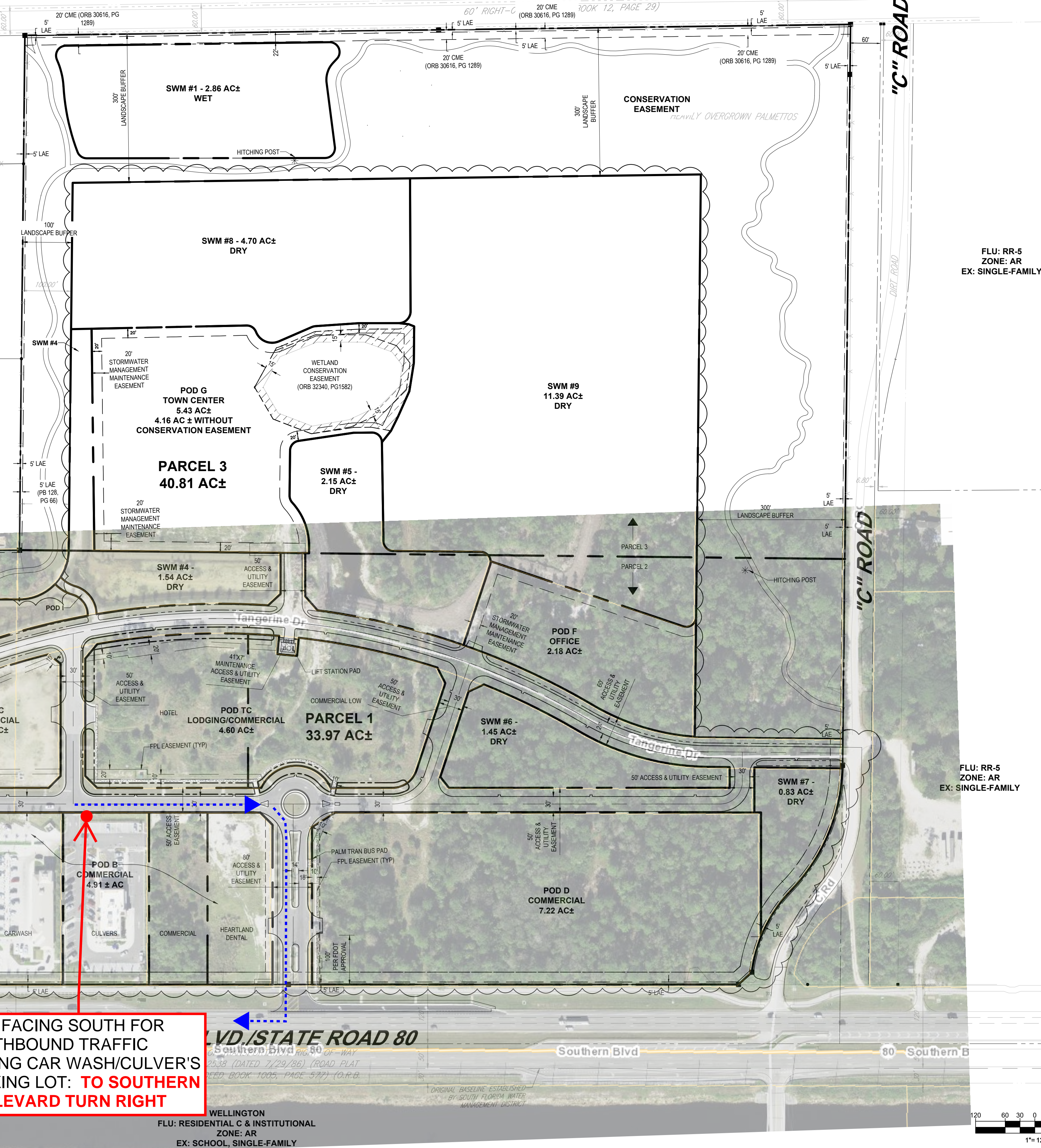
Site Data	SITE AREA (Ac)			DEVELOPMENT		
	Comp Plan Policy 1.15.2(1)	Approved Master Plan	Proposed Master Plan	Use	Max. Development	FAR
Gross Site Area	90.34	89.95	89.95			
ROW Dedication	0	0.383	0			
Net Site Area	90.34	89.95	89.95			
Parcel 1	34.34 Max.	33.97	33.97	Commercial Retail	103,000 sf & 95 Hotel Rooms	0.07
Parcel 2	16.00 Max.	15.17	15.17	Commercial Office	44,000 sf	0.06
Parcel 3		40.81	40.81	Institutional		
Parcel Breakdown						
Parcel 1 Development	34.34 Max.	33.97	33.97	Commercial Retail	103,000 sf	0.07
Pod A		4.75	4.75			
Pod A1				Gas Station	6,119 sf	
Pod A2				AutoZone	7,381 sf	
Pod A3				Grocery	21,730 sf	
Pod B	4.49	4.91	4.91			
Pod B1				Culvers	4,479 sf	
Pod B2				Car Wash	4,815 sf	
Pod B3				Commercial		
Pod B4				Dental Office	4,200 sf *	
Pod C	2.57	1.96	1.96	Medical	20,200 sf *	
Pod D	9.46	7.22	7.22			
Pod TC	4.75	4.60	4.60	95 Hotel Rooms & Commercial Retail		
SWM #2				Retention Pond		
SWM #6				Retention Pond		
SWM #7				Retention Pond		
SWM #10				Retention Pond		
Common Area		7.42	7.11			
Remaining Development					58,476 sf **	
Parcel 2 Development	16.00 Max.	15.16	15.16	Commercial Office	44,000 sf	0.06
Pod E		4.47	2.43			
Pod F		4.10	2.18			
Pod I			0.04			
SWM #3			1.07	Retention Pond		
SWM #4 (portion in Parcel 2)		6.60	1.06	Retention Pond		
SWM #5 (portion in Parcel 2)			1.16	Retention Pond		
SWM #9 (portion in Parcel 2)			0.77	Retention Pond		
Common Area		6.60	6.45			
Remaining Development					19,600 sf **	
Parcel 3 Development	40.00 Min.	40.81	40.81	Institutional		
Pod G (Includes Conservation Easement)	22.22	5.43	2.86	Town Commons		
SWM #1				Retention Pond		
SWM #4 (portion in Parcel 3)			0.48	Retention Pond		
SWM #5 (portion in Parcel 3)			0.99	Retention Pond		
SWM #8			4.70	Retention Pond		
SWM #9			10.62	Retention Pond		
Common Area		18.59	15.73			

WETLAND W-KAA-1B

WETLAND AREA: 0.82 ACRES = 35,869 SF
WETLAND PERIMETER: 718 FT
PROPOSED BUFFER AREA: 19,755 SF
BUFFER AVERAGE: 19,755 SF / 718 FT = 27.51 FT

FLU: RR-5
ZONE: AR
EX: EQUESTRIAN, SINGLE FAMILY

COLLECTING CANAL
LOXAHATCHEE GROVES



SIGN FACING SOUTH FOR NORTHBOUND TRAFFIC ON KIWEE COURT: TO B ROAD AND SOUTHERN BOULEVARD TURN LEFT

SIGN FACING SOUTH FOR NORTHBOUND TRAFFIC EXITING WAWA: RIGHT TURN ONLY

SIGN FACING EAST FOR WESTBOUND TRAFFIC ON AVOCADO AVE: TO B ROAD AND SOUTHERN BOULEVARD TURN RIGHT

SIGN FACING SOUTH FOR NORTHBOUND TRAFFIC EXITING CAR WASH/CULVER'S PARKING LOT: TO SOUTHERN BOULEVARD TURN RIGHT

BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN
PERMITTING SERVICES
TRANSPORTATION SERVICES

REVISIONS

REV	DATE	COMMENT	SWM BY

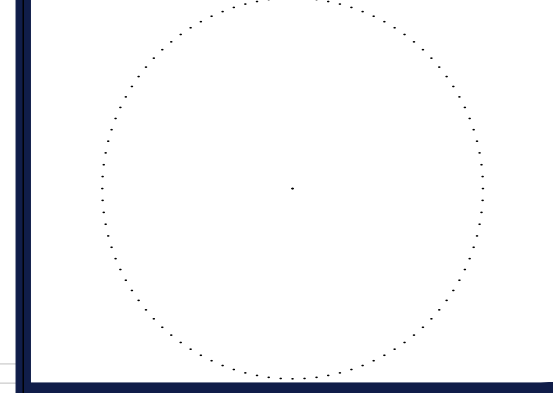
Sunshine 811
ALWAYS CALL 811
It's fast. It's free. It's the law.

SITE PLAN AMENDMENT

PROJECT No.: FLD200011
DRAWN BY: AH
CHECKED BY: SWM
DATE: 09/28/23
CAD ID: FLD200011-SPP-NEW-0

PROJECT:
GROVES TOWN CENTER MASTER INFRASTRUCTURE
FOR
SOLAR SPORTSYSTEM, INC.
LOCATION OF SITE:
N.E. CORNER OF SOUTHERN BLVD. AND B ROAD
TOWN OF LOXAHATCHEE GROVES
PALM BEACH COUNTY, FL
SEC 31, TWP 43S, RGE 41E

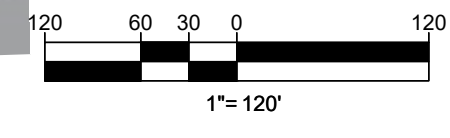
BOHLER
1 SE 3rd AVENUE
SUITE 2700
MIAMI, FLORIDA 33131
Phone: (786) 681-0800
FLORIDA BUSINESS CERT. OF AUTH. NO. 30790



MASTER SITE PLAN

SHEET NUMBER: EX-1

ORG. DATE - 10/12/2023

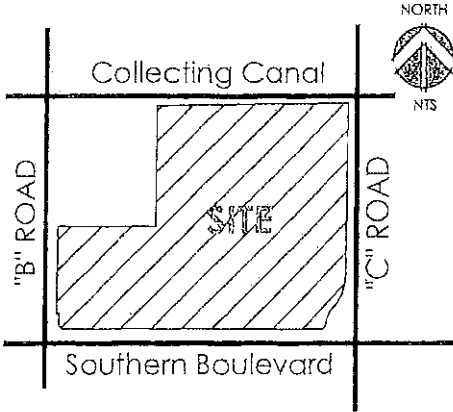


C:\PROGRAMS\BOHLER\ENGINEERING\PROJECTS\FLU_MASTER SITE PLAN\MASTER SITE PLAN.dwg

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2019-08

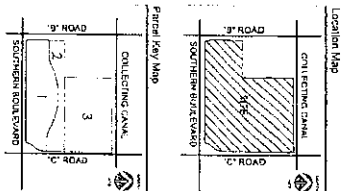
LOCATION MAP:



80-6102.0N ECNANINDRO

SEVROE EEEHCHTAYHXO L O F O N W O I

Stormwater Management Feature
Revised Per Conceptual Master Plan
Dated December 30, 2019



SITE DATA		SCHEDULED DATE		DEVELOPER	
Item	Value	Month	Year	Company	Address
Site No.	80-6102.0N	01	2019	MLP	708
Site Area	80.24	01	2019	MLP	708
Parcel 1	31.24	01	2019	MLP	708
Parcel 2	15.26	01	2019	MLP	708
Parcel 3	13.24	01	2019	MLP	708
Parcel 4	10.24	01	2019	MLP	708
Parcel 5	10.24	01	2019	MLP	708
Parcel 6	10.24	01	2019	MLP	708
Parcel 7	10.24	01	2019	MLP	708
Parcel 8	10.24	01	2019	MLP	708
Parcel 9	10.24	01	2019	MLP	708
Parcel 10	10.24	01	2019	MLP	708
Parcel 11	10.24	01	2019	MLP	708
Parcel 12	10.24	01	2019	MLP	708
Parcel 13	10.24	01	2019	MLP	708
Parcel 14	10.24	01	2019	MLP	708
Parcel 15	10.24	01	2019	MLP	708
Parcel 16	10.24	01	2019	MLP	708
Parcel 17	10.24	01	2019	MLP	708
Parcel 18	10.24	01	2019	MLP	708
Parcel 19	10.24	01	2019	MLP	708
Parcel 20	10.24	01	2019	MLP	708

NOTES

1) The site is located in an unincorporated area of Collier County, Florida.

2) The lot of the subject site is subject to a deed restriction as shown on the plat.

3) The lot of the subject site is subject to a deed restriction as shown on the plat.

4) The lot of the subject site is subject to a deed restriction as shown on the plat.

5) The lot of the subject site is subject to a deed restriction as shown on the plat.

6) The lot of the subject site is subject to a deed restriction as shown on the plat.

7) The lot of the subject site is subject to a deed restriction as shown on the plat.

8) The lot of the subject site is subject to a deed restriction as shown on the plat.

9) The lot of the subject site is subject to a deed restriction as shown on the plat.

10) The lot of the subject site is subject to a deed restriction as shown on the plat.

11) The lot of the subject site is subject to a deed restriction as shown on the plat.

12) The lot of the subject site is subject to a deed restriction as shown on the plat.

13) The lot of the subject site is subject to a deed restriction as shown on the plat.

14) The lot of the subject site is subject to a deed restriction as shown on the plat.

15) The lot of the subject site is subject to a deed restriction as shown on the plat.

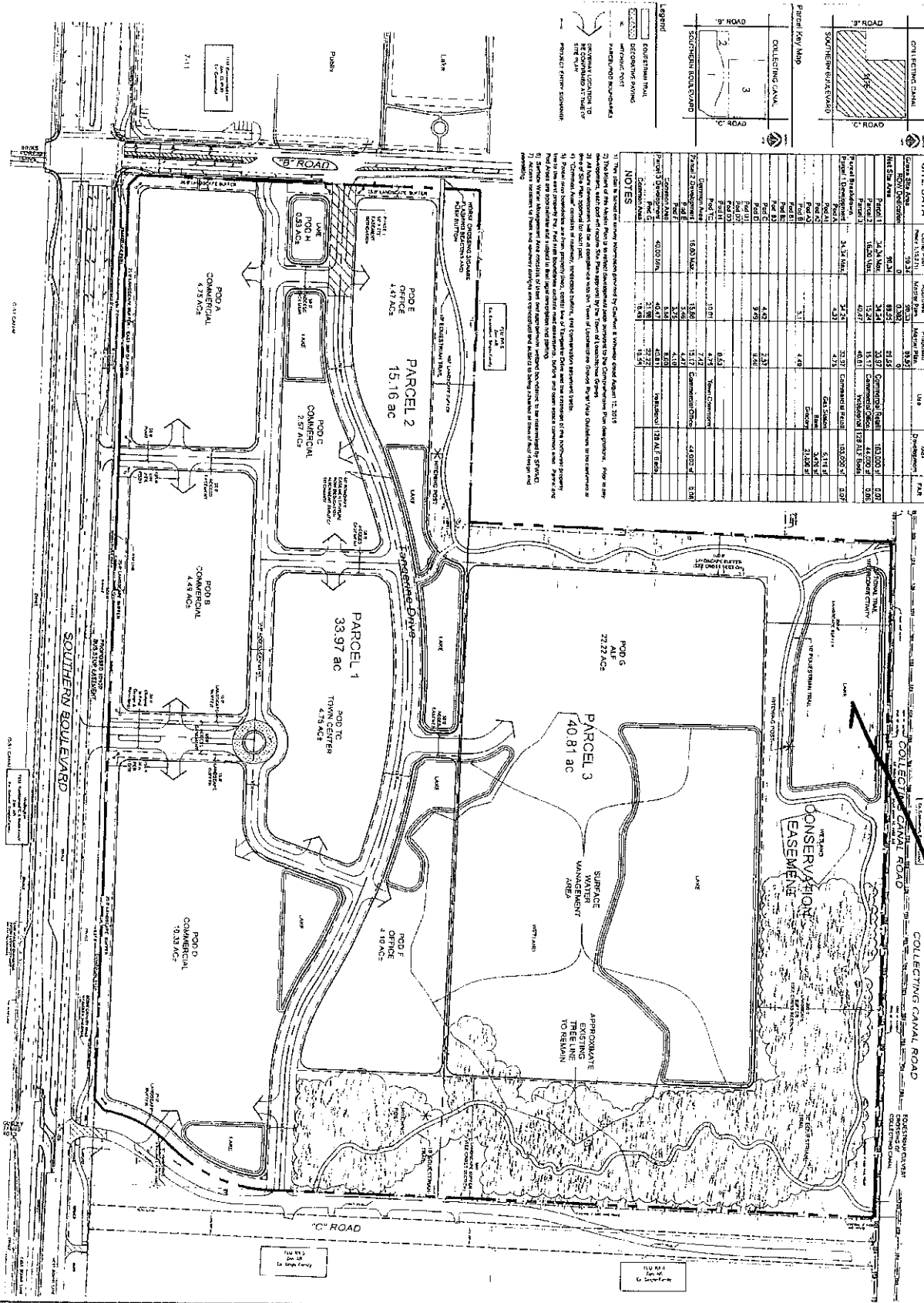
16) The lot of the subject site is subject to a deed restriction as shown on the plat.

17) The lot of the subject site is subject to a deed restriction as shown on the plat.

18) The lot of the subject site is subject to a deed restriction as shown on the plat.

19) The lot of the subject site is subject to a deed restriction as shown on the plat.

20) The lot of the subject site is subject to a deed restriction as shown on the plat.



Miller Land Planning, Inc.
1944 Jupiter Inlet Road, Suite 100
Jupiter, FL 33457
Phone: (561) 746-1111
Fax: (561) 746-1112
www.millerlandplanning.com

Prepared for:
The City of Collier
80-6102.0N ECNANINDRO
Brevard, MA 07714

Groves Town Center
Loxahatchee Groves, Florida

6

MASTER PLAN

Scale: 1" = 100'

North Arrow

Legend: [Symbol] [Description]

DATE: 12/30/19

PROJECT: 80-6102.0N ECNANINDRO

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TOWN OF LOXAHATCHEE

GROVES

Item 2.

NOTICE OF COMPREHENSIVE PLAN AMENDMENT

NOTICE IS HEREBY GIVEN to all parties that the Town Council of the Town of Loxahatchee Groves, in Palm Beach County, Florida, will consider for adoption the following Ordinance:

ORDINANCE NO. 2024-09

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING THE TEXT OF ADOPTED COMPREHENSIVE PLAN, FUTURE LAND USE ELEMENT, SPECIAL POLICY 1.15.2, TO REVISE THE PERMITTED USES, ESTABLISH INTENSITY MEASUREMENTS FOR THE PROPOSED HOTEL USE, AND PERMIT A NON-RESIDENTIAL USE NORTH OF EAST CITRUS DRIVE; PROVIDING FOR TRANSMITTAL, CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

The Town Council of the Town of Loxahatchee Groves will hold a Public Hearing to consider Ordinance 2024-09 on First Reading on Tuesday, December 3, 2024, commencing at 6:00 p.m., or as soon thereafter as possible, at the Loxahatchee Groves Town Hall, located at 155 "F" Road, Loxahatchee Groves, Florida 33470.

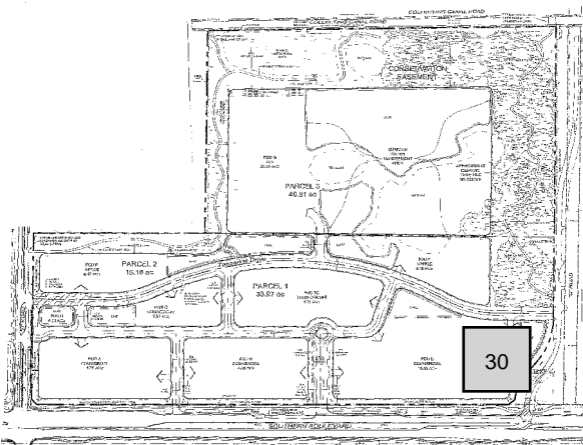
The proposed ordinance is available for review in its entirety in the Town Clerk's Office located at Town Hall, 155 F Road, Loxahatchee Groves, FL 33470 (between the hours of 8:30 AM and 4:30 PM, Monday through Friday, except holidays) or on the Town website, <http://www.loxahatcheegrovesfl.gov>.

Interested parties may appear at the meeting and be heard or may submit public comment in writing by mailing the Office of the Town Clerk at 155 "F" Road, Loxahatchee Groves, FL 33470, or by emailing voakes@loxahatcheegrovesfl.gov. Written or emailed comments will be received up until 12:00 p.m. on the day of the Hearing, filed, and acknowledged as part of the official public record for the Public Hearing. The Public Hearing will be streamed and close-captioned as normal. Access instructions are posted on the Town website

If a person decides to appeal any decision of the Town Council with respect to any matter considered at this meeting, the person 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 record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105).

The Loxahatchee Groves Town Hall is wheelchair accessible and accessible parking spaces are available. Anyone needing auxiliary services please contact the Town Clerk at least five (5) days prior to meeting at 561-793-2418. If hearing impaired, telephone the Florida Relay Services 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice) for assistance.

Publish: Legal Ad on Friday, November 22, 2024.



WE-40707407

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Glen J. Torcivia, Town Attorney

VIA: Francine L. Ramaglia, Town Manager

DATE: December 3, 2024

SUBJECT: Ordinance 2024-17, Second Reading (Civil Citation Program)

Background: Chapter 162, Florida Statutes, provides for the enforcement of local codes and ordinances by multiple means. Part I of Chapter 162 includes procedures for hearings before special magistrates and code enforcement boards, while Part II includes procedures for hearings in county court. However, sections 162.03(2), 162.13 and 162.22 authorize municipalities to provide other means of obtaining compliance with local codes.

Ordinance No. 2024-17, which was approved on first reading on November 12, 2024, establishes a supplemental means of enforcing the Town's codes.

The proposed ordinance authorizes code officers to issue a warning for violations of the Town Code. The warning establishes a compliance date of no more than 30 days from the date of issuance. Upon a finding of good cause for an extension, a code officer may extend the deadline for compliance, up to 90 days from the date of issuance of the warning. If the violation remains uncorrected after the applicable deadline has passed, the code inspector may issue a citation to the violator.

Where the violation is irreparable/irreversible or poses a serious risk of harm to the public, a warning is not required.

As currently drafted, warnings and citations may be served by hand delivery, by certified mail, or by posting in accordance with the notice procedures in section 162.12, Florida Statutes.

Once a citation has been served, the violator must either pay the penalty or request a hearing before a special magistrate appointed by the Town. The special magistrate's ruling may be appealed to the circuit court.

Once a penalty is paid, it is deemed to be conclusive proof of the violation for the purpose of establishing a repeat violation. If a penalty is unpaid and the citation is not timely appealed, this is also deemed to be conclusive proof of the violation for the purpose of establishing a repeat violation. The proposed ordinance provides for unpaid penalties to be enforced by any allowable legal means, including by not limited to, instituting civil proceedings to compel payment.

The proposed ordinance provides for a schedule of violations and penalties to be adopted by resolution. Such a resolution has been provided for Town Council's consideration under a separate agenda item.

Finally, the proposed ordinance authorizes the Town Attorney to represent the Town in matters related to civil citations.

There have been no changes to the proposed ordinance since the first reading. See companion item Resolution No. 2024-89 a resolution of the Town Council of the Town of Loxahatchee Groves, Florida, approving a schedule of violation and associated penalties for civil citations.

Recommendation: Motion to approve *Ordinance No. 2024-17* on second reading.

ORDINANCE NO. 2024-17

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING CHAPTER 14 “CODE ENFORCEMENT” OF ITS CODE OF ORDINANCES BY ADOPTING ARTICLE I “IN GENERAL” TO INCLUDE EXISTING SECTIONS 14-1 THROUGH 14-4, AND BY ADOPTING ARTICLE II “CIVIL CITATION PROCEDURES” TO PROVIDE CITATION PROCEDURES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves, Florida (“Town”), is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to provide for the health, safety, and welfare of the residents and visitors of the Town of Loxahatchee Groves; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves wishes to adopt an ordinance to allow for the issuance of code enforcement citations for appropriate violations of the Code of Ordinances and the Unified Land Development Code; and

WHEREAS, in accordance with Section 166.041, Florida Statutes, the Town prepared a business impact estimate prior to final consideration of this ordinance and posted said estimate on the Town’s website no later than the date the notice of proposed adoption of the ordinance was published pursuant to subsection 166.041(3)(a), Florida Statutes (i.e., at least ten (10) days prior to the adoption of the ordinance); and

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

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

Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2. The Town Council for the Town of Loxahatchee Groves hereby amends Chapter 14 “Code Enforcement” by adopting Article I “In General” to include existing sections 14-1, 14-2, 14-3, and 14-4 and to adopt Article II “Civil Citation Procedures” as follows:

ARTICLE I. – IN GENERAL

* * *

Secs. 14-5 – 14-14. – Reserved.**ARTICLE II. – CIVIL CITATION PROCEDURES****Sec. 14-15. – Generally.**

(a) Authority. This article is adopted pursuant to F.S. §§ 162.03(2), 162.13, and 162.22, as an alternative method of code enforcement and is enacted to promote, protect, and improve the health, safety, and welfare of residents and visitors of the town.

(b) Special magistrate. This article authorizes the appointment of one (1) or more special magistrates with authority to hear appeals of civil citations issued pursuant to this article and to provide an equitable, expeditious, and inexpensive method of code enforcement.

The special magistrate shall have the power to:

- (1) Adopt rules for the conduct of hearings not in conflict with this article;
- (2) Subpoena alleged violators and witnesses to special magistrate hearings.
Subpoenas may be served by the town’s law enforcement agency;
- (3) Subpoena evidence to special magistrate hearings;
- (4) Take testimony under oath; and
- (5) Issue orders having the full force of law to command whatever steps are necessary to bring a violation into compliance.

(c) Definitions.

(1) When not inconsistent with the intent and purpose of this article, the definitions that apply in code section 14-1 shall apply herein.

(2) A “code compliance officer” or “code inspector” means any designated employee or agent of the town whose duty it is to enforce the codes and ordinances enacted by the town. The town may designate appropriate town employees and agents as code inspectors including, but not be limited to, code compliance employees, building department employees, and law enforcement officers.

(3) “Person” includes individuals, firms, associations, partnerships, estates, trusts, fiduciaries, corporations, and all other groups or combinations.

(d) Schedule of violations and civil penalties; costs. A violation for which a citation may be issued pursuant to this article shall constitute a civil infraction. The maximum penalty for a violation enforced pursuant to this article shall be five hundred dollars (\$500.00). A

penalty less than the maximum penalty shall apply if the person cited does not contest the citation and instead pays the penalty within the time indicated by the code inspector. Costs incurred by the town in the successful prosecution of a citation may be assessed by the special magistrate in his or her order. A schedule of violations and civil penalties shall be established by resolution of the town council.

(e) Separate violations. Each day on which a violation exists is a separate violation.

Sec. 14-16. – Citation procedure.

- (a) Issuance. If a code inspector has reasonable cause to believe that a person has violated a code or ordinance of the town, the code inspector shall serve the person with a written warning prior to issuing a citation. The warning shall specify a reasonable time, not to exceed thirty (30) days from the date of issuance of the warning, within which the person must correct the violation. If the violation is not corrected within the deadline provided in the warning, the code inspector may issue a citation to the person.
- (b) Circumstances in which warning not required. A code inspector is not required to provide a warning and may immediately issue a citation if a repeat violation is found, or if the code inspector has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, or if the violation is irreparable or irreversible.
- (c) Extension. A code inspector may, in his or her discretion and upon a finding of good cause, administratively extend the deadline for corrective action set forth in a warning. The total of any extension(s) granted pursuant to this subsection shall not exceed ninety (90) days from the date of issuance of the warning.
- (d) Notice. Warnings and citations shall be served in the manner prescribed by F.S. § 162.12.
- (e) Citation form. A citation issued pursuant to this article shall include the following information:
- (1) The date and time of issuance.
 - (2) The name and address of the person to whom the citation is issued.
 - (3) The date, time, and location where the violation occurred.
 - (4) A general statement of the facts supporting reasonable cause.
 - (5) The number or section of the ordinance or code violated.

- (6) The name and title of the code inspector.
- (7) The procedure for the person to follow to pay the fine or appeal the citation.
- (8) The amount of the potential penalty and administrative costs if the person contests the citation.
- (9) The amount of the penalty if the person pays the citation and does not contest the citation.
- (10) A statement that if the person fails to pay the penalty or appeal the citation within the time allowed, or if the person appeals the citation but fails to appear before the special magistrate, he or she shall be deemed to have waived the right to contest the citation and an order may be entered against the person for an amount up to the maximum penalty plus administrative costs, if applicable. Such order may be entered by the special magistrate without a hearing.
- (11) If the citation fails to include any of the information set forth above or includes inaccurate information, the town may issue a corrected citation to the person by regular mail to the address provided to the town.

(f) Compliance; appeal. To comply with a citation, a person shall pay the penalty within the time provided in the citation. Alternatively, a person may appeal a citation by requesting a hearing before the special magistrate pursuant to code section 14-17(a).

(g) Repeat violation. Once a penalty is paid, it is deemed to be conclusive proof of the violation for the purpose of establishing a repeat violation under this article. If a penalty is unpaid and the citation is not appealed within the time provided for in the citation, it is also deemed to be conclusive proof of the violation for the purpose of establishing a repeat violation under this article.

Sec. 14-17. – Hearing before the special magistrate.

(a) Hearing request. A person who wishes to appeal a citation to the special magistrate shall deliver a written request for a hearing to the town's code compliance division on or before the time provided in the citation. The request shall include the person's name, citation number, code section/ordinance number allegedly violated, date of issuance, and the person's current telephone number and mailing address. The town will schedule a hearing before the special magistrate and will send the notice of hearing to the person by regular mail at the mailing address included in the request for hearing.

(b) Waiver of rights. If the person fails to pay the penalty and fails to request a hearing pursuant to code section 14-17(a), he or she shall be deemed to have waived the right to appeal the citation, and the special magistrate may automatically enter an order for the amount of the penalty without the need for a hearing. If the person requests a hearing pursuant to code section 14-17(a) but fails to appear before the special magistrate, he or she shall be deemed to have waived the right to further appeal the citation. The hearing may proceed without the person present, and the special magistrate may enter an order for an amount up to the maximum penalty in addition to administrative costs.

(c) Hearing.

(1) Procedure. All testimony at the special magistrate hearing shall be under oath and shall be recorded. The special magistrate shall take testimony from the code inspector and the alleged violator and may take testimony from any other witness he or she deems appropriate. Formal rules of evidence shall not apply, but fundamental due process shall be observed and govern the proceedings. The town shall be responsible for proving the violation by a preponderance of the evidence standard.

(2) Order. The special magistrate, after a hearing on a citation, shall determine whether or not a violation occurred. If a violation is found to have occurred, the special magistrate may enter an order requiring payment of the applicable penalty and administrative costs by a date certain.

Sec. 14-18. – Failure to pay.

If a violator fails to pay a civil penalty and/or costs as ordered by the special magistrate, the town may use any means authorized by law to secure compliance, including but not limited to the filing of civil proceedings in a court of competent jurisdiction to compel payment.

Sec. 14-19. – Appeal of special magistrate’s order.

The town or the violator may appeal an order of the special magistrate to the circuit court. Such an appeal shall be limited to appellate review of the record created before the special magistrate. Such appeal shall be filed within thirty (30) days of the execution of the order to be appealed.

Sec. 14-20. – Alternative means of enforcement.

The provisions of this article are additional and supplemental means of enforcing town codes and ordinances and may be used for the enforcement of any code or ordinance. Nothing

contained in this article shall prohibit the town from enforcing its codes or ordinances by any other method. Enforcement methods may include, but are not limited to, the issuance of a notice of violation or notice to appear in county court, arrest as authorized by law, injunctive relief, or any other available remedy at law or in equity.

Sec. 14-21. – Representation by town attorney.

The town attorney is authorized to represent the town in administrative and legal proceedings pursuant to this article.

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

Section 4: Severability. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by the Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

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

Section 6: Effective Date. This ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS ___ DAY OF _____ 202__.

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>
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"/>
LAURA DANOWSKI, 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, ON SECOND READING AND PUBLIC HEARING, THIS ___ DAY OF _____ 202__.

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>
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"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Anita Kane

Town Clerk

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Phillis Maniglia

Office of the Town Attorney

Councilmember Laura Danowski

Councilmember Robert Shorr

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Glen J. Torcivia, Town Attorney

DATE: December 3, 2024

SUBJECT: Ordinance 2024-15 Second Reading (School Zone Speed Enforcement Program)

Background: During the 2023 Legislative Session, the Florida Legislature passed CS/CS/HB 657 (“HB 657”), amending certain provisions of state law governing the use of speed detection systems in school zones, which became law effective on July 1, 2023. As the Council is aware, speeding in designated school zones presents a threat to the health and safety of the public, and, in particular, all school aged children who attend school in the Town. HB 657 authorizes the Town to place or install, or contract with a vendor to place or install, speed detection systems in school zones in accordance with certain technical specifications established by the Florida Department of Transportation. This new law also authorizes the Town to enforce school zone speeding violations. To enforce such Ordinance (attached), the Town is considering contracting with RedSpeed Florida, LLC (“RedSpeed”). RedSpeed will be responsible for the installation and monitoring of the speed detection systems, working with the Town’s law enforcement agency, Palm Beach County Sheriff’s Office, to issue notices of violation and uniform traffic citations for violations of sections 316.1895 and 316.183, Florida Statutes, that are captured by the speed detection system during specified time periods.

The Ordinance provides for the administration and procedures needed for the implementation of this program. The Ordinance includes provisions such as the authority of the Town to use speed detection systems to enforce speed limits in school zones; statutory requirements for program implementation; use of PBSO’s traffic enforcement officers and the Town’s special magistrate(s) to enforce the speed zones and Ordinance; designation of school zones within the Town’s jurisdiction that have a heightened safety risk (as established by RedSpeed’s School Zone Speed Study on August 29th, 2024) (attached); enforcement procedures; and statutory fines.

Section 316.008(9)(c), Florida Statutes, requires, in part, that “As part of the public hearing on such proposed ordinance, the county or municipality must consider traffic data or other evidence supporting the installation and operation of each proposed school zone speed detection system, and the county or municipality must determine that the school zone where a speed detection system is to

be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures pursuant to this subsection.” Therefore, the Council must consider the School Zone Speed Study and any other evidence presented and make a determination that the school zones within the Town’s jurisdiction and associated with Loxahatchee Groves Elementary School and the Royal Palm Beach Elementary School each constitute a heightened safety risk that warrants additional enforcement measures, i.e., speed detection systems.

The Town Council approved Ordinance No. 2024-15 on First Reading at their November 12, 2024 meeting.

Recommendation: Motion to approve *Ordinance No. 2024 – 15* on Second Reading.

ORDINANCE NO. 2024-15

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 26 “MISCELLANEOUS PROVISIONS AND OFFENSES” BY ADOPTING ARTICLE II “SCHOOL ZONE SPEED ENFORCEMENT PROGRAM”; PROVIDING FOR THE INSTALLATION AND USE OF A SCHOOL ZONE SPEED DETECTION SYSTEM IN ACCORDANCE WITH STATE LAW; PROVIDING FOR PROGRAM ADMINISTRATION AND IMPLEMENTATION REQUIREMENTS, DESIGNATION OF SCHOOL ZONES, AND ENFORCEMENT PROCEDURES AND FOR OTHER PURPOSES; AND PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves, Florida (“Town”), is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to provide for the health, safety, and welfare of the residents and visitors of the Town of Loxahatchee Groves; and

WHEREAS, during the 2023 Legislative Session, the Florida Legislature passed CS/CS/HB 657 (“HB 657”), amending certain provisions of state law governing the use of speed detection systems in school zones, which became law effective July 1, 2023; and

WHEREAS, speeding in designated school zones presents a threat to the health and safety of the public, and, in particular, all school aged children who attend school in the Town; and

WHEREAS, HB 657 authorizes the Town to place or install, or contract with a vendor to place or install, speed detection systems in school zones in accordance with certain technical specifications established by the Florida Department of Transportation; and

WHEREAS, HB 657 provides that the Town may issue notices of violation and may authorize a law enforcement officer or traffic infraction enforcement officer to issue uniform traffic citations for violations of sections 316.1895 and 316.183, Florida Statutes, that are captured by the speed detection system during specified time periods, and further provides for notice to the registered owner of the vehicle, hearing procedures, appellate remedies, and the assessment and remittance of civil penalties; and

WHEREAS, pursuant to section 316.008(9)(c), Florida Statutes, in consideration of creating a speed detection system, the Town held a public hearing at which traffic data was presented and such data adequately demonstrated that the Loxahatchee Groves Elementary School and the Royal Palm

Beach Elementary School’s school zones constitute a heightened safety risk that warrants additional enforcement measures such as a speed detection system; and

WHEREAS, through the adoption of this Ordinance, the Town desires to implement a speed detection system program in school zones in order to reduce speeding and benefit public safety; and

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

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

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

Section 2. The Town of Loxahatchee Groves hereby amends Chapter 26 “Miscellaneous Provisions and Offenses” to read as follows:

Chapter 26 – MISCELLANEOUS PROVISIONS AND OFFENSES

ARTICLE I. – GENERAL PROVISIONS.

Sec. 26-1. – Solicitation of employment.

* * *

Sec. 26-2. – Sexual offender and predator prohibitions.

* * *

Secs. 26-3 – 26-10. – Reserved.

ARTICLE II. – SCHOOL ZONE SPEED ENFORCEMENT PROGRAM.

Sec. 26-11. - Purpose and intent; supplemental authority; statutory references.

(a) Purpose and intent. The town desires to protect the health, safety, and welfare of individuals traveling to and from school in the town. Accordingly, the town seeks to enforce school zone speed limits by authorizing the placement or installation and use of speed detection systems on roadways that constitute a heightened safety risk warranting additional enforcement measures pursuant to F.S. § 316.008 and to adopt a quasi-judicial system to enforce violations in accordance with all applicable laws.

(b) Supplemental authority. This article provides a supplemental means of enforcing unlawful speed violations in school zones and shall not prohibit a law enforcement officer from issuing a uniform traffic citation for a traffic violation in accordance with F.S. Ch. 316.

- (c) Statutory references. Any statutory reference made herein shall include the most recent version of such statute, as amended from time to time.

Sec. 26-12. – Use of speed detections systems.

In accordance with Chapter 316, Florida Statutes, the town exercises its authority to authorize placement or installation of speed detection systems to enforce applicable speed limits on roadways maintained as school zones within the Town of Loxahatchee Groves’ jurisdiction. Use of such systems shall comply with all applicable laws, including but not limited to Chapter 316, Florida Statutes, including but not limited to the requirements and procedures for the collection of evidence, public records and retention, enforcement powers and procedures, review of the photograph or video images from the speed detection system, notice of violation issuance, hearing procedures, appeals, defenses, and penalties.

Sec. 26-13. - Program administration.

- (a) Administrator. The town manager or designee, in cooperation with the Palm Beach County Sheriff’s Office and any necessary town staff, as determined by the town manager or designee, and any approved vendor and its employees and agents, are empowered to administer and assist with the town’s school zone speed enforcement program, consistent with Chapter 316, Florida Statutes, subject to any other applicable statute (including but not limited to Chapter 318), this article, and all corresponding town council resolutions. The town manager or designee, in coordination with the town’s law enforcement agency, is responsible for establishing any other procedures, policies, and forms necessary for implementing this article. The town is authorized to enter into agreements with one or more vendors to place or install speed detection systems and conduct services consistent with the implementation and enforcement of this article.
- (b) Local hearing officer. Except as may be otherwise provided by resolution of the town council, the town shall utilize its special magistrate pursuant to Chapter 2, §14-2 of this Code to serve as the local hearing officer(s) who shall preside over notice of violation hearings in accordance with this article.
- (c) Clerk. The town council shall designate by resolution existing town staff to serve as the clerk to the local hearing officer.
- (d) Traffic infraction enforcement officer. The town manager or designee, in coordination with the town’s law enforcement agency, shall designate traffic infraction enforcement officers to enforce violations of this article.

Sec. 26-14. - Program implementation requirements.

- (a) Vendor contract. Pursuant to F.S. § 316.0776, before the town contracts or renews a contract with a vendor to place or install a speed detection system in a school zone, the contract or contract renewal must be approved by the town council at a regular or special town council

meeting. The contract or contract renewal may not be heard on the consent agenda and the public must be allowed to comment pursuant to the town's public comment policies.

- (b) Installation and operation of speed detection systems. Pursuant to F.S. §§ 316.008 and 316.0776, speed detection systems may be installed and operated only in the school zones designated by this article, as amended from time to time.
- (c) Signage requirements. The installation and operation of speed detection systems, including required signage, shall be in accordance with F.S. §316.0776, any other applicable section(s) of F.S. Ch. 316, all applicable regulations of the Florida Department of Transportation and the Florida Department of Highway Safety and Motor Vehicles, and the terms of any memorandum of understanding or other written agreement that may be entered into between the town's law enforcement agency and/or the town and its vendor(s).
- (d) Public awareness. Pursuant to F.S. § 316.0776, before notices of violation for school zone speed infractions may be issued, the town must make a public announcement and conduct a public awareness campaign of the proposed use of speed detection systems at least thirty (30) days before commencing enforcement under the speed detection system program and must notify the public of the specific date on which the program will commence. During the 30-day public awareness campaign, only a warning may be issued to the registered owner for a school speed zone infraction and a fine shall not be imposed.
- (e) Annual reporting requirements. The town, with the assistance of the town's law enforcement agency and/or the vendor, will annually report on the town 's school zone speed enforcement program to the public and to the Florida Department of Highway Safety and Motor Vehicles in accordance with F.S. §§ 316.0776(3)(c) and 316.1896. Pursuant to F.S. § 316.0776 (3)(c), the compliance or sufficiency of compliance with this requirement may not be raised in a proceeding challenging a notice of violation for a school zone speed infraction.
- (f) Collected fines and costs. All fines and costs collected pursuant to this article must be remitted in accordance with F.S. §§ 316.1896 and 318.18, and any other relevant state law.

Sec. 26-15. - Designation of school zones.

The town council considered evidence at a public hearing supporting the installation and operation of speed detection systems on certain roadways maintained as school zones within the jurisdiction of the town. Based on this evidence, the town council found that the school zones, located on portions of Okeechobee Boulevard, for the following schools constitute a heightened safety risk that warrants additional enforcement measures by installation or placement of speed detection systems pursuant to F.S. § 316.008. Subsequent speed detection systems may be approved for inclusion or removal via amendment to this section in accordance with applicable law.

Loxahatchee Groves Elementary School, 16020 Okeechobee Blvd., Loxahatchee, FL 33470.

Royal Palm Beach Elementary School, 11911 Okeechobee Blvd., Royal Palm Beach, FL 33411, to the extent that the school zone and the violations that occur are within the town's jurisdiction.

Sec. 26-16. - Enforcement procedures.

- (a) Generally. The town, Palm Beach County Sheriff's Office and any applicable vendor shall be authorized to enforce violations of this article. Violations shall be enforced in accordance with this article, Chapter 2023-174, Laws of Florida, and F.S. § 316.1896, and any other applicable statute. Any conflicts between this article and a statute shall be resolved in accordance with the applicable statute.
- (b) Notice of violation. Within 30 days after a violation, a notice of violation must be sent by first-class mail to the registered owner of the motor vehicle involved in the violation. The notice of violation shall comply with F.S. § 316.1896.
- (c) Owner options. A registered owner who receives a notice of violation may, within 30 days:
- (1) Pay the fine of \$100, as fixed by F.S. § 318.18(3)(d); or
 - (2) Submit an affidavit establishing an exception to liability pursuant to F.S. § 316.1896(8); or
 - (3) Request a hearing.
- (d) Hearings. When a person timely requests a hearing, the clerk of the local hearing officer shall schedule such hearing, and a notice of the hearing shall be sent to the requestor by first-class mail. Hearings shall be conducted in accordance with this article and F.S. §§ 316.1896(14) and 316.0083(5).
- (e) Final administrative order. In accordance with F.S. § 316.1896(14)(e), the local hearing officer shall determine whether a violation under this article has occurred, in which case the local hearing officer shall uphold or dismiss the violation. The local hearing officer shall issue a final administrative order including the determination and, if the notice of violation is upheld, require the petitioner to pay municipal costs not to exceed \$250 per violation, as authorized pursuant to section 316.0083(5)(e), Florida Statutes. The final administrative order shall be mailed to the petitioner by first-class mail.
- (f) Appeals. An aggrieved party may appeal a final administrative order of the local hearing officer in accordance with F.S. § 316.1896(14)(f).
- (g) Issuance of a uniform traffic citation. If the registered owner of a vehicle does not timely pay the fine reflected on the notice of violation, submit a sufficient affidavit, or request a hearing, a uniform traffic citation must be issued by a law enforcement officer or a traffic infraction enforcement officer to the registered owner and transmitted to the Palm Beach County Clerk of the Court for disposition by the county court. A law enforcement officer or traffic infraction enforcement officer shall be authorized, pursuant to F.S. § 316.1896, to issue a uniform traffic citation for violations of F.S. §§ 316.1895 or 316.183 as authorized by F.S. § 316.008(9).

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

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

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

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

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

	<u>VOTE</u>
ANITA KANE, MAYOR	_____
MARGARET HERZOG, VICE MAYOR	_____
PHILLIS MANIGLIA, COUNCILMEMBER	_____
LAURA DANOWSKI, COUNCILMEMBER	_____
ROBERT SHORR, COUNCILMEMBER	_____

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 12TH DAY OF NOVEMBER, 2024.

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

	<u>VOTE</u>
ANITA KANE, MAYOR	_____
MARGARET HERZOG, VICE MAYOR	_____
PHILLIS MANIGLIA, COUNCILMEMBER	_____
LAURA DANOWSKI, COUNCILMEMBER	_____
ROBERT SHORR, COUNCILMEMBER	_____

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS 3RD DAY OF DECEMBER, 2024.

**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



School Zone Speed Study

Conducted by RedSpeed for Loxahatchee Groves

August 29th, 2024



During a one-day traffic study conducted by RedSpeed for the Town of Loxahatchee Groves, it was found that more than 200 drivers exceeded the posted speed limit by over 10 mph in each of the top two (2) school zones listed below.

Schools Studied	Street	Violators 10+ over
Royal Palm Beach Elementary	Okeechobee Blvd.	1,787
Loxahatchee Groves Elementary	Okeechobee Blvd.	784

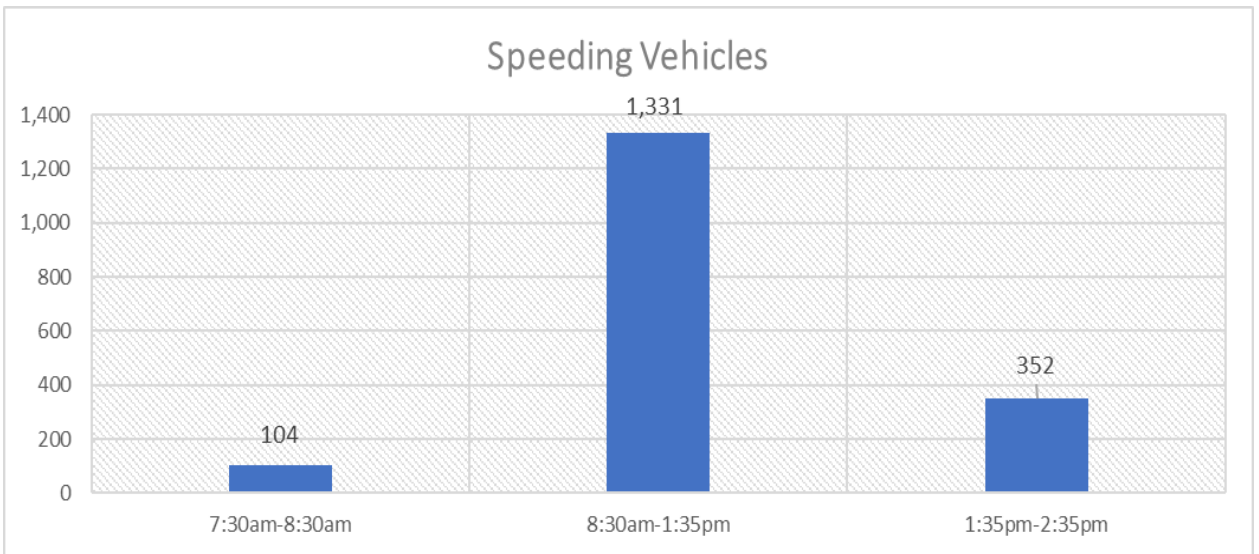
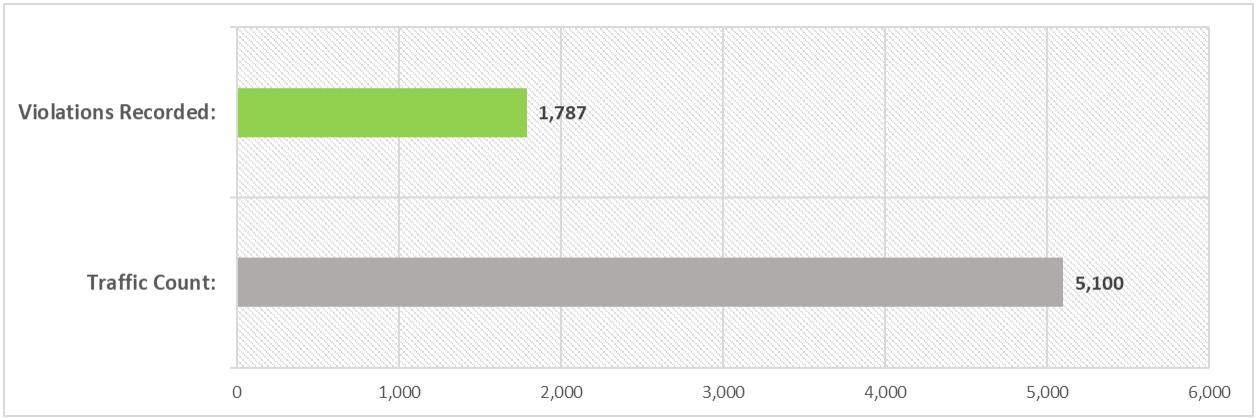
Florida Schools Speed Study

Royal Palm Beach Elementary, Loxahatchee Groves

STUDY LOCATION: OKEECHOBEE BLVD	
SCHOOL ZONE SPEED LIMIT (During Enforced Hrs):	20 MPH
SPEED LIMIT (During Normal Hrs):	30 MPH
VIOLATION TRIGGER SPEED:	31 MPH and 41 MPH (Respectively)
SCHOOL ZONE HOURS OF OPERATION:	7:30AM – 8:30AM / 1:35PM – 2:35PM
STUDY DATE & TIME:	08-29-2024, 6:00 AM – 6:00 PM
TRAFFIC STUDY VEHICLE COUNT:	5,100
WEATHER CONDITIONS:	FAIR, NO RAIN
# OF LANES:	TWO LANE IN EACH DIRECTION (Both Lanes)
DIRECTION:	WESTBOUND, EASTBOUND
VIOLATIONS DETECTED:	1,787



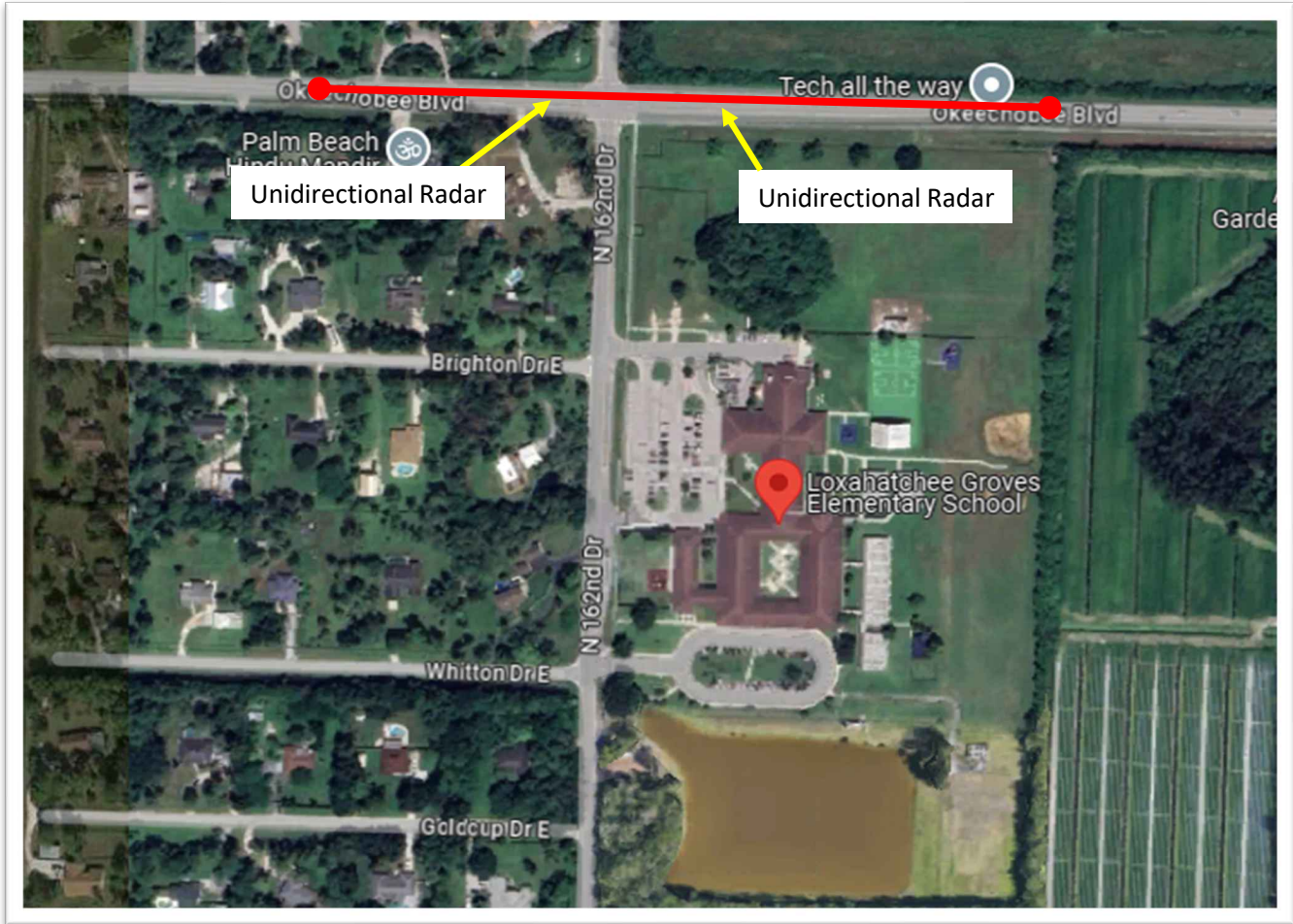
Royal Palm Beach Elementary, Loxahatchee Groves



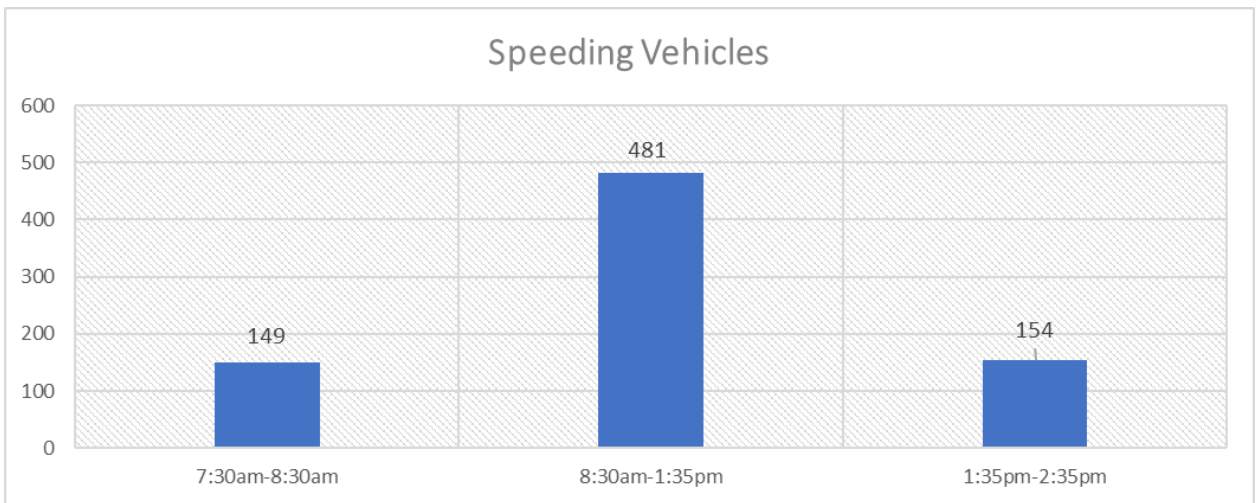
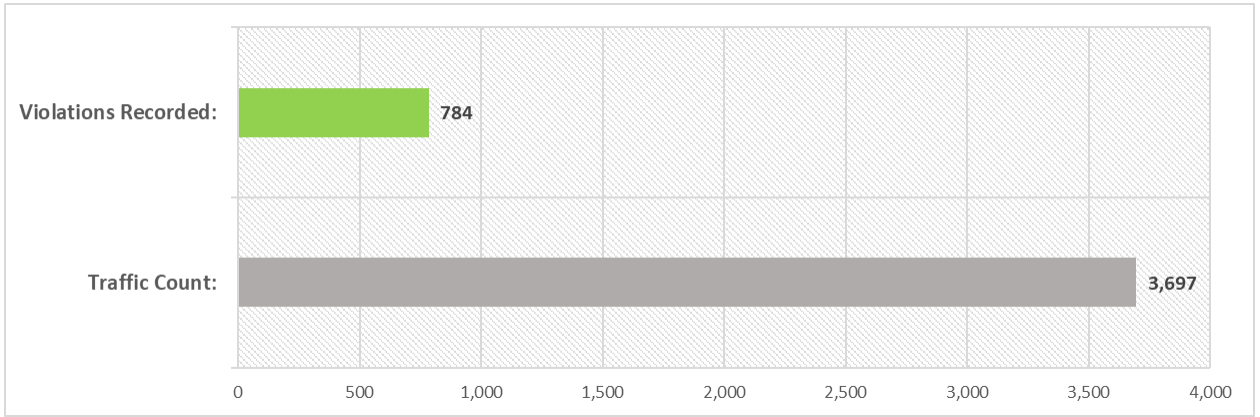
	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	Total
31+ MPH	19	85	0	0	0	0	279	73	456
41+ MPH	0	120	254	260	282	288	127	0	1,331
Total	19	205	254	260	282	288	406	73	1,787

Loxahatchee Groves Elementary, Loxahatchee Groves

STUDY LOCATION: OKEECHOBEE BLVD	
SCHOOL ZONE SPEED LIMIT (During Enforced Hrs):	20 MPH
SPEED LIMIT (During Normal Hrs):	30 MPH
VIOLATION TRIGGER SPEED:	31 MPH and 41 MPH (Respectively)
SCHOOL ZONE HOURS OF OPERATION:	7:30AM – 8:30AM / 1:35PM – 2:35PM
STUDY DATE & TIME:	08-29-2024, 6:00 AM – 6:00 PM
TRAFFIC STUDY VEHICLE COUNT:	3,697
WEATHER CONDITIONS:	FAIR, NO RAIN
# OF LANES:	ONE LANE IN EACH DIRECTION (Both Lanes)
DIRECTION:	EASTBOUND, WESTBOUND
VIOLATIONS DETECTED:	784



Loxahatchee Groves Elementary, Loxahatchee Groves



	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	Total
31+ MPH	20	129	0	0	0	0	136	18	303
41+ MPH	0	37	84	99	109	113	39	0	481
Total	20	166	84	99	109	113	175	18	784

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves
FROM: Glen J. Torcivia, Town Attorney
VIA: Francine L. Ramaglia, Town Manager
DATE: December 3, 2024
SUBJECT: *Resolution No. 2024-89 (Schedule of Violations and Penalties)*

Background: Ordinance No. 2024-17, which is scheduled for second reading on December 3, 2024, establishes a civil citation program as a supplemental means of code enforcement.

The ordinance provides for the establishment of a schedule of violations and penalties by resolution of the Town Council.

The proposed resolution adopts such a schedule, setting the maximum penalty per citation at \$500. It also provides for lower penalties if the respondent does not contest the citation and pays the penalty within the timeframe on the citation.

At its regular meeting on November 12, 2024, the Town Council discussed the proposed resolution and directed staff to remove violations related to alcohol and violations related to the sign code. Accordingly, those violations have been removed from the table of violations and penalties.

No other changes have been made since the November 12, 2024 meeting.

Recommendation: Motion to approve *Resolution No. 2024-89 (Schedule of Violations and Penalties)*.

TOWN OF LOXAHATCHEE GROVES**RESOLUTION NO. 2024-89****A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A SCHEDULE OF VIOLATIONS AND ASSOCIATED PENALTIES FOR CIVIL CITATIONS; PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

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

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

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

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

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

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

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

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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"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 3rd DAY OF December 2024.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Anita Kane

Town Clerk

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Phillis Maniglia

Office of the Town Attorney

Councilmember Laura Danowski

Councilmember Robert Shorr

Exhibit A

Schedule of Violations and Civil Penalties

VIOLATION	PENALTY*	PENALTY*
	FIRST VIOLATION	REPEAT VIOLATION
<i>Failure to Obtain Required Permit:</i> Any violation of Sec. 05-040, Chapter 5, Code of Ordinances	\$250	\$500
<i>Failure to Comply with Regulations Related to Conditional Uses:</i> Any violation of Article 80, Part III, Unified Land Development Code (ULDC)	\$250	\$500
<i>Failure to Comply with Livestock Waste Requirements:</i> Any violation of Article II, Chapter 30, Code of Ordinances	\$250	\$500
<i>Improper Disposal of Waste Materials:</i> Any violation of Chapter 38, Code of Ordinances	\$250	\$500
<i>Excessive Noise:</i> Any violation of Sec. 50-010, Chapter 50, Code of Ordinances	\$250	\$500
<i>Failure to Comply with Land Development Regulations:</i> Any violation of Article 6, Part II, ULDC	\$250	\$500
<i>Failure to Maintain Property:</i> Any violation of Sec. 45-010, Part III, ULDC; and Any violation of Articles II and III, Chapter 10, Code of Ordinances	\$250	\$500
<i>Prohibited Vegetation Removal:</i> Any violation of Sec. 87-030, Article 87, Part III, ULDC	\$250	\$500
<i>Failure to Follow Regulations Related to Recreational Vehicles:</i> Any violation of Article 92, Part III, ULDC	\$250	\$500
<p>* For all violations listed in this Table: if paid within the timeframe set forth on the citation, the penalty shall be \$200 for a First Violation and \$450 for a Repeat Violation.</p>		



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council

FROM: Richard Gallant, Public Works Director

VIA: Francine Ramaglia, Town Manager

DATE: December 3, 2024

SUBJECT: Resolution No. 2024-87 – Authorizing Equipment rentals through statewide Sourcewell Contract

Background:

The Public Works Department is interested in implementing a new Sourcewell contract to utilize United Rentals for our equipment rental needs. The Town previously approved Sourcewell Contract # 062320-URI; Resolution # 2023-42 which expired on August 27, 2024. The new contract # is 040924 and will expire June 11, 2028.

Recommendations: Motion to approve *Resolution No. 2024-87*, approving the implementation and utilization of Sourcewell contract # 040924.

RESOLUTION NO. 2024-87

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE RENTAL OF EQUIPMENT THROUGH COOPERATIVE PURCHASE WITH SOURCEWELL CONTRACT #040924-URI; AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS PURSUANT TO THE COOPERATIVE PURCHASING CONTRACT TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER 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)(6) of the Town’s Purchasing Code provides an exemption from competitive bidding or proposals when the Town is purchasing goods and services from cooperative purchasing plans; and

WHEREAS, Sourcewell, a local government agency and service cooperative, offers cooperative purchasing contracts on a variety of goods and services; and

WHEREAS, the Town is in need of rental equipment from time to time; and

WHEREAS, Sourcewell has competitively procured contract #040924-URI with United Rentals for this purpose; and

WHEREAS, the cooperative purchasing contract #040924-URI provides for purchase through the program by issuance of a purchase order for the desired goods and services; and

WHEREAS, the Town Council finds use of the cooperative purchasing contract serves a public purpose and is consistent with the Town’s Purchasing Code; and

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 rent equipment through the Sourcewell cooperative purchasing contract #040924-URI by issuance of purchase orders under the terms of that cooperative purchasing contract, as supplemented and amended by the terms of the Town’s purchase order. The Town Manager is authorized to execute any and all documents to implement the purchase, in forms acceptable to the Town Manager and Town Attorney.

Section 3. 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.

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 3rd DAY OF DECEMBER, 2024.

**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



Solicitation Number: RFP #040924

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and United Rentals (North America), Inc., 100 First Stamford Place, Suite 700, Stamford, CT 06902 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Rental Equipment, Products, and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires June 11, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

A. WARRANTY. The following warranties apply:

For equipment rentals by a Participating Entity, Supplier warrants that upon delivery the equipment rented hereunder will be in good working condition. If the equipment is not in good working condition upon delivery, Supplier shall promptly repair or replace the equipment at its sole cost and expense. If the equipment requires repair or replacement during the rental period, Supplier will promptly repair or replace the equipment at its sole cost and expense; provided, however, if the repair or replacement is necessary due to Participating Entity's abuse, misuse, or neglect, then Participating Entity will be responsible for the cost of such repair or replacement. EXCEPT AS SET FORTH HEREIN SUPPLIER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE RENTAL OF EQUIPMENT.

For equipment purchases by a Participating Entity, the only warranty provided with the equipment sold herein is the warranty provided by the original equipment manufacturer ("OEM"). Supplier will pass through all warranties, to the extent allowable, that the OEM provides. If a warranty claim is approved by the OEM and the OEM authorizes Supplier to repair or replace the equipment, Supplier will do so. ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

For services provided to a Participating Entity, Supplier warrants the services will be performed in a good and workmanlike manner. The duration of the warranty shall be 30 days after the service is completed. If during the 30-day warranty period the equipment requires additional service, because of defective original service or a defective replacement part(s), then Supplier will re-perform the defective service and/or replace the defective part at its sole cost and expense. If the equipment has been subject to abuse, misuse, or neglect, Supplier shall have no

obligation to re-perform the service or replace any part(s). The only warranty on replacement parts provided with Supplier's service herein is the warranty provided by the original equipment manufacturer ("OEM"). Supplier will pass through all warranties, to the extent allowable, that the OEM provides. If a warranty claim on such replacement part is approved by the OEM and the OEM authorizes Supplier to repair or replace the part, Supplier will do so. EXCEPT AS SET FORTH HEREIN SUPPLIER DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO REPLACEMENT PARTS AND SERVICE OF EQUIPMENT.

B. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. **PARTICIPATION.** Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements),

or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in

any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcwell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcwell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

As applicable, Supplier agrees to indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, caused by the negligent acts or omissions of the Supplier or its agents or employees. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the

breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

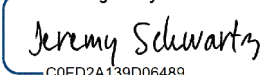
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

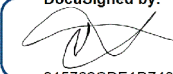
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

United Rentals (North America), Inc.

DocuSigned by:

 C0FD2A139D06489...

By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 6/11/2024 | 1:23 PM CDT

DocuSigned by:

 915762CDE1D7487...

By: _____
 Craig Schmidt
 Title: Vice President National Accounts
 Date: 6/11/2024 | 10:49 AM PDT

RFP 040924 - Rental Equipment, Products, and Related Services

Vendor Details

Company Name: UNITED RENTALS (NORTH AMERICA), INC.
Does your company conduct business under any other name? If yes, please state: United Rentals, Inc. , United Rentals of Canada, Inc, United Rentals (North America), Inc dba Reliable Onsite Services
Address: 100 FIRST STAMFORD PLACE, SUIT STAMFORD, CT 06902
Contact: Daniel Cunningham
Email: dcunning@ur.com
Phone: 877-874-4468
Fax: 877-735-7450
HST#: 860933835

Submission Details

Created On: Monday March 18, 2024 10:35:35
Submitted On: Tuesday April 09, 2024 11:15:38
Submitted By: Daniel Cunningham
Email: dcunning@ur.com
Transaction #: 331a9681-32c6-4a37-9427-b7117bb4742c
Submitter's IP Address: 155.190.3.50

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	United Rentals (North America), Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	United Rentals of Canada, Inc. is a wholly owned subsidiary of United Rentals (North America), Inc. The ultimate parent is United Rentals Inc. United Rentals, Inc. is publicly traded under the New York Stock Exchange symbol of URI.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Our portable sanitation business is performed under the DBA of Reliable Onsite Services.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Our Cage Code is 0JXS6 and SAM UEI number is QFG7EC12DQK4.
5	Proposer Physical Address:	100 First Stamford Place Suite 700, Stamford, CT 06902
6	Proposer website address (or addresses):	www.unitedrentals.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Craig Schmidt Vice President, National Accounts 100 First Stamford Place, Suite 700 Stamford, CT 06902 cschmidt@ur.com 203-622-3131
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brad Laws Sr. Manager, Government Accounts 100 First Stamford Place, Suite 700 Stamford, CT 06902 jlaws@ur.com 504-915-6013
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Daniel Cunningham Government Sales Specialist Office: 877-874-4468 Fax: 877-735-7450 Email: govrents@ur.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>About United Rentals</p> <p>United Rentals was founded in 1997 and quickly became the world's largest equipment rental provider. Today, our company continues to build on its industry leadership with a best-in-class range of resources and the largest customer service network of its kind in North America.</p> <p>United Rentals deploys \$19.99 billion of fleet (original equipment cost) through approximately 1,524 branches, a centralized reservation service and automated online ordering. Our branches are fully integrated through technology, allowing them to collaborate on solving customer needs.</p> <p>Our Mission</p> <p>Our mission is to deploy the best people, equipment and solutions to enable our customers to safely build a better and stronger future. We constantly seek ways to enhance our service offering, improve the lives of our team members, give back to our communities and reduce our environmental impact through innovation and investment. Our eight core values define our relationship with society and the environment.</p> <p>Our Values</p>

Safety First

Act, and require others to act, in a manner that puts the safety of our employees customers and communities first.

A Passion For People

Build a diverse workplace that challenges all employees to grow professionally and embrace teamwork.

Visible Leadership

Lead by example in every business decision and action, with a sense of humility and responsibility.

Customer-Driven

Support the best interests of our customers and develop better ways for them to succeed at their jobs.

Absolute Integrity

Always do the right thing, honor commitments and ensure appropriate corporate governance.

Community-Minded

Be an outstanding corporate citizen and a good neighbor in every sense by being helpful, respectful, law-abiding and friendly.

Continuous Innovation

Contribute to a culture of innovative thinking that empowers employees to improve quality, efficiency and customer service.

Sustainability

Engage in practices that lead to positive change by encouraging social accountability and environmental responsibility.

Business Philosophy

With approximately 25,000 employees and more than 1,500 rental locations globally, we are the largest equipment rental company in the world. Our size and scale enable us to provide our customers with cutting-edge solutions and equipment, and our commitment to sustainability helps them operate jobsites safely, effectively and efficiently.

We occupy a unique position in the marketplace, between end-users and original equipment manufacturers (OEMs), and serve customers ranging from Fortune 500 companies to small businesses. Guided by our Work United® ethos, we partner with customers, communities and employees to find solutions with a shared commitment to service and safety. Our business model supports the circular economy by providing customers with rental access to one of the largest equipment and tool selections in the world. This enables customers to test new equipment or accomplish a specific task without having to purchase new, reducing the need to manufacture an estimated 400,000 pieces of equipment over United Rentals' 25 year history.

United Rentals serves its customers as a single-source solution, provided through two business segments: General Rentals and Specialty Rentals: General Rentals offers construction, industrial and homeowner equipment for rent, and related services. Specialty Rentals includes the rental of equipment and tools for underground construction, temporary power, power distribution, highway safety, climate control, fluid solutions, disaster recovery, tool management, modular offices, mobile storage and related services.

To serve specific sectors of its customer base, United Rentals has a comprehensive National Accounts program, industrial specialists and government sales specialists. Additional customer services are provided by the company's centralized, toll-free call centers, emergency response teams, and individuals dedicated to larger accounts, such as managed services consultants and single points of contact.

UR Worksite®

The United Rentals safety culture takes a no-compromise approach to loss prevention and safe behavior. Examples of safety initiatives include the company's Injury and Illness Prevention Program, branch safety meetings, driver safety programs and the United Academy® training and certification management portal for customers and employees.

Total Control® is United Rentals' proprietary, web-based rental management software, designed to help large customers reduce equipment consumption, control costs and drive efficiencies.

UR Control® is an online rental management platform that provides unlimited access to account details, giving customers the tools to track and control equipment costs and view all rented equipment, even across multiple accounts. With UR Control, users can request equipment pickups, submit electronic (ACH) payments, and access more than a dozen customer-specific reports that support bidding, budgeting and decision-making.

Tool Management is a service for capital projects, maintenance shutdowns and turnarounds, whereby an on-site mobile tool room is established to facilitate workflow and enhance accountability.

On-Site Shop Services are offered for major capital projects through a centralized, on-site maintenance and repair facility.

Sustainability is a major, ongoing focus of United Rentals as part of our commitment to corporate responsibility. Our company has implemented Sustainable Growth initiatives in the areas of facilities, fleet and logistics. We believe that these initiatives will result in the reduction of our total cost of operation and will safeguard

		<p>the environment, while helping our customers reduce their own carbon footprints. Industry Longevity Strategy</p> <p>For the past several years, as we continued to manage the impact of global economic conditions and COVID-19, we executed a strategy focused on improving the profitability of our core equipment rental business through revenue growth, margin expansion and operational efficiencies. In particular, we have focused on customer segmentation, customer service differentiation, rate management, fleet management and operational efficiency. Our general strategy focuses on profitability and return on invested capital, and, in particular, calls for:</p> <ul style="list-style-type: none"> • A consistently superior standard of service to customers, often provided through a single lead contact who can coordinate the cross-selling of the various services we offer throughout our network. We utilize a proprietary software application, Total Control®, which provides our key customers with a single in-house software application that enables them to monitor and manage all their equipment needs. Total Control® is a unique customer offering that enables us to develop strong, long-term relationships with our larger customers. Our digital capabilities, including our Total Control® platform, allow our sales teams to provide contactless end-to-end customer service; • The further optimization of our customer mix and fleet mix, with a dual objective: to enhance our performance in serving our current customer base, and to focus on the accounts and customer types that are best suited to our strategy for profitable growth. We believe these efforts will lead to even better service of our target accounts, primarily large construction and industrial customers, as well as select local contractors. Our fleet team's analyses are aligned with these objectives to identify trends in equipment categories and define action plans that can generate improved returns; • A continued focus on "Lean" management techniques, including kaizen processes focused on continuous improvement. We have a dedicated team responsible for reducing waste in our operational processes, with the objectives of: condensing the cycle time associated with preparing equipment for rent; optimizing our resources for delivery and pickup of equipment; improving the effectiveness and efficiency of our repair and maintenance operations; and implementing customer service best practices; • The continued expansion and cross-selling of adjacent specialty and services products, which enables us to provide a "one-stop" shop for our customers. We believe that the expansion of our specialty business, as exhibited by our acquisition of General Finance Corporation ("General Finance") in May 2021, as well as our tools and onsite services offerings, will further position United Rentals as a single source provider of total jobsite solutions through our extensive product and service resources and technology offerings; and • The pursuit of strategic acquisitions to continue to expand our core equipment rental business, as exhibited by our recently completed acquisition of assets of Ahern Rentals, which is discussed in note 4 to the consolidated financial statements. Strategic acquisitions allow us to invest our capital to expand our business, further driving our ability to accomplish our strategic goals. 	Item 6.
11	What are your company's expectations in the event of an award?	In the event of an award, United Rentals will begin instituting the included marketing plan. We have experienced success with this contract in the past by developing numerous relationships with participating entities, 12 state-level participating addendums, and helping to get hundreds of new members to join the Sourcwell cooperative. Upon award, we expect to continue these results and grow our current success with the help of the Sourcwell team. United Rentals' expectations of Sourcwell marketing efforts to include trade shows, customer interactions, and collateral related to our contract. We would also like to work with the Sourcwell team to educate each other of our offerings and contract in order to improve customer interactions either organization will have.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	We have uploaded our 2023 Annual Report in the supporting documents section.	*
13	What is your US market share for the solutions that you are proposing?	As a publicly traded company, we can only provide the information currently made public. United Rentals is the North American equipment leader. Our North American market share 15% based on 2023 rental revenues and ARA industry estimates. The next closest competitor's market share is 11%.	*
14	What is your Canadian market share for the solutions that you are proposing?	As a publicly traded company, we can only provide the information currently made public. United Rentals is the North American equipment leader. Our North American market share 15% based on 2023 rental revenues and ARA industry estimates. The next closest competitor's market share is 11%.	*

15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	Item 6.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	United Rentals' is a service provider of rental equipment and related services. Within our nine different business units, we have a large amount of vendors we purchase through. We are aligned with the largest vendors in the industry like JLG, Genie, John Deere, Atlas Copco, etc. To serve this base, we employ customer service professionals who have firsthand knowledge of equipment capabilities and site challenges. All sales employees are direct employees of United Rentals and not through a third party. Their expertise, together with our company's commitment to safety, are compelling competitive advantages. United Rentals owns the equipment in our rental fleet and has the internal logistics to be able to mobilize the fleet to service larger needs as they come up. We have a two pronged approach to servicing the customer both through our boots on the ground sales force of 6400 professionals and through our customer service teams. Our customer service team in Charlotte, NC is available 24/7/365. We also have a specialized Government Sales Support Team that are dedicated government account experts. In addition to our rental equipment, we also have in house training and servicing divisions that can work directly with the customer to meet all training and certification needs and service customer owned equipment.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	None	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	United Rentals is proud to be recognized by a wide range of organizations for our commitment to diversity, inclusion, veteran support and overall employee satisfaction. Our culture is built on core foundational values and we are proud of the continued recognition for our team. The below list is some of our top awards received in 2023 and 2022. For a more robust listing over the past 5 years please view our website at https://www.unitedrentals.com/our-company/awards-recognition . <ul style="list-style-type: none"> · 2023 G.I. JOBS Military Friendly Brand · 2023 G.I. JOBS Military Friendly Employers (Ranked Gold 14th consecutive year) · 2023 G.I. JOBS Military Friendly Supplier Diversity Program (5th consecutive year) · 2023 G.I. JOBS Military Spouse Friendly Employers (8th consecutive year) · 2023 Newsweek America's Most Responsible Companies (2nd consecutive year) · 2023 Newsweek America's Most Trusted Companies (Ranked 1 in our industry 3rd consecutive year) · 2023 Forbes The Best Employers for Women · 2023 Glassdoor 100 Best Places to Work (based on employee feedback) · 2023 Vets Indexes Employer Awards: 5 Stars · 2022 Military Times Best for Vets (9th consecutive year) · 2022 Forbes America's Best Large-sized Employers · 2022 Forbes Global 2000 · 2022 Forbes World's Best Employers · 2022 US Veteran Magazine Top Veteran Friendly Companies · 2022 US Department Of Labor HIRE Vets Medallion Program · 2022 ABC National Inclusion, Diversity and Equity Excellence Awards (12th consecutive year) · 2022 Diversity Journal Innovations in Diversity Award
20	What percentage of your sales are to the governmental sector in the past three years	United Rentals' customer base is a diverse mix of construction and industrial companies, utilities, municipalities, government agencies and others. Most of our customers align with two categories: approximately 47% are non-residential construction, and 48% are non-construction, such as industrial. About 5% are homeowners, municipalities and other types.

21	What percentage of your sales are to the education sector in the past three years	We do not track this.	Item 6.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>United Rentals' level of experience with national cooperative and state / local contracts is in-depth. Last year our Government Sales and Service Center downloaded thousands of solicitations, evaluated our ability to fulfill requirements and responded to more than 3,200 bids / solicitations worth over \$265M. Our Government team members have decades of government and industry experience. This is the level of expertise required to keep a large sales force educated and compliant. United Rentals has four national cooperative contracts: SOURCEWELL, NASPO Value Point, HGAC, E&I and HCDE Choice Partners.</p> <p>Sourcewell: United Rentals is the current contract holder for Contract 091615-URI and has held the contract since November 2010.</p> <ul style="list-style-type: none"> • Sourcewell Annual Sales Volume 2021: ~\$ 50.4 million • Sourcewell Annual Sales Volume 2022: ~\$72.1 million • Sourcewell Annual Sales Volume 2023: ~\$87.6 million <p>HGAC: United Rentals is a contract holder for HGAC RFP RN11-19 Supply of Rentals – Equipment & Portable Facilities and has held the contract since Oct 2009.</p> <ul style="list-style-type: none"> • HGAC Annual Sales Volume 2021: ~\$3.5 million • HGAC Annual Sales Volume 2022:~\$3.5 million • HGAC Annual Sales Volume 2023: ~\$5.3 million <p>E&I: United Rentals is a contract holder for E&I Contract CNR01438 and has held the contract since August 2017. The E&I cooperative only services educational institutions and does not allow for participation from states or municipalities.</p> <ul style="list-style-type: none"> • E&I Annual Sales Volume 2021: ~\$9 million • E&I Annual Sales Volume 2022~ \$10.5 million • E&I Annual Sales Volume 2023: ~\$12.5 million <p>HCDE/Choice Partners: United Rentals is the contract holder for HCDE RFP 18-072KC-06 Vocational Products and Services and has held the contract since Dec 2013. This contract was initially for sale of new and used equipment. A contract modification was awarded in 2014 for equipment rentals.</p> <ul style="list-style-type: none"> • Choice Partners Annual Sales Volume 2021: ~\$ 2.7 million • Choice Partners Annual Sales Volume 2022: ~\$3.3 million • Choice Partners Annual Sales Volume 2023:~\$3.9 million <p>NASPO Value Point Annual Sales Volume Awarded in 2021. Master Agreement # 41156. Rental of Equipment & Equipment Safety Training Awarded in March of 2021.</p> <ul style="list-style-type: none"> • NASPO Value Point Annual Sales Volume 2021:- \$5.1 Million • NASPO Value Point Annual Sales Volume 2022: ~\$9.6 million • NASPO Value Point Partners Annual Sales Volume 2023:~\$10.4 million <p>In addition to signing up hundreds of municipalities for membership, United Rentals has 12 states under contract with participating addendums and state level agreements (including DOT) in a total of 38 states. None of our other contracts prohibit United Rentals from fully participating with this agreement.</p>	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	United Rentals currently holds a GSA schedule and has since August 2005. United Rentals was the first national servicing rental company on the GSA schedule and has two SINs: 332510S-Tool & Supply sales, walk-in, walk-out, 532310-Short-Term Rental, and Order-Level Materials (OLM).	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Volusia County	Tabatha Freedman, MBA,CPPO, CPPB, NIGP-CPP, Sr. Procurement Analyst	(386) 822-5702 TFreedman@volusia.org
City of Seattle	Krista Diaz, Deputy Division Director/Purchasing Manager	(206) 684-0456 krista.diaz@seattle.gov
State of Mississippi	Yolanda Thurman Director, Marketing, Travel and Card Programs Office of Purchasing, Travel and Fleet Management	(601-359-3409 Yolanda.Thurman@dfa.ms.gov

Table 5: Top Five Government or Education Customers

Item 6.

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Confidential	Government	Louisiana - LA	Repair/Replace, Temporary Rental Equipment	\$1.3 million +	\$17.5 million
Confidential	Government	California - CA	Temporary Rental Equipment	\$275,000	\$14.2 million
Confidential	Government	New York - NY	Temporary Rental Equipment	\$205,000	\$11.8 million
Confidential	Government	Texas - TX	Temporary Rental Equipment	\$190,000	\$10.6 million
Confidential	Government	District of Columbia - DC	Temporary Rental Equipment	\$485,000	\$8.4 million

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	<p>With the largest sales force in the industry, United Rentals is well poised to support the Sourcwell participating entities across the US and Canada. We approach servicing a large national account like Sourcwell through a multi-layered team approach. Brad Laws is the Government Accounts Senior Manager and is responsible for the success of the Sourcwell program at United Rentals. He is the quarterback of the US state and local government team and works in tandem with Mark Dunlop as the lead for the Canadian entities. Under Brad are six regional Government Accounts Managers that will work with the field sales team of 6,400 industry experts. Additionally, there are a team of state level Strategic Account Managers as your Single Point of Contact, Daniel Cunningham. This robust sales team is supported by branch operations and field personnel across an extensive network of approximately 1,465 North American branch locations to effectively implement, manage and service an industrial client of Sourcwell's scope. Implementing and rolling out a national contract with Sourcwell requires a concerted effort from many levels of United Rentals' organization beyond the government accounts group. Strategic Account Managers (SAM), Outside & Inside Sales Representatives (OSR & ISR), Branch & Service Managers, Delivery Drivers and Field Service Technicians will continue to maintain current relationships while implementing a new contract in areas where we are already doing business. These levels will be heavily engaged in areas where we do not currently have relationships with Sourcwell's members for contract implementation and service. Current partnerships will be built upon and modeled after.</p>
27	Dealer network or other distribution methods.	<p>Sourcwell benefits from United Rentals owning all of our fleet. The following operating efficiencies help distribute our equipment to your members quickly: Equipment Sharing Among Branches. Each branch within a region can access equipment located elsewhere in the region. This fleet sharing increases equipment utilization because equipment that is idle at one branch can be marketed and rented through other branches. Additionally, fleet sharing allows us to be more disciplined with our capital spend. Our fleet sharing policy increases equipment availability and the likelihood United Rentals will have the right equipment at the right time for your project. Should the nearest branch not have the equipment needed, United Rentals has a vast network of branches nearby allowing for flexibility in transferring of fleet to meet the needs of Sourcwell.</p> <p>Customer Care Center: We have a Customer Care Center ("CCC") located in Charlotte, North Carolina that handles all telephone calls 24/7/365 to our customer service telephone line, 1-800-UR-RENTS. The CCC handles many of the 1-800-UR-RENTS telephone calls without having to route them to individual branches, and allows us to provide a more uniform quality experience to customers, manage fleet sharing more effectively and free up branch employee time.</p>

<p>28</p>	<p>Service force.</p>	<p>Our branches across the US and Canada are wholly owned by United Rentals and never franchised. They are staffed with a knowledgeable team of Branch Managers Sales Reps, Dispatchers, Service Technicians, and Drivers to fulfill Sourcewell's equipment and service needs. Our in-house government experts provide the knowledge and support to help our field service teams execute on any government customer requests. Backing them up is the company's extensive customer service team that is available for customer request 24/7/365.</p> <p>Government Experts: We have a team of government experts to support and grow our government business. Our Director of Government accounts leads the group of Regional Government Account Managers, state level Government Strategic Account Managers, National Government Sales Support Specialists, and National Government Contract Analysts.</p> <p>Government Sales & Support Center. Government business is unique with separate guidelines and compliance requirements. We understand that at United Rentals. For this reason, we provide our government customers a dedicated support team and 800 line. This team provides the Sourcewell participating members with a direct team that understands the Sourcewell contract and membership enrollment process.</p> <p>Branch Managers: United Rentals' has numerous branch managers to oversee operations at each of our local branches, such as bookings, dispatches and requests for on-site assistance. They can collaborate with other branches in our network, and with our centralized customer service facilities, to ensure fleet availability for Sourcewell. They are also able to train our local personnel so that we service your account in a way that supports Sourcewell's existing and future operations.</p> <p>Maintenance/Service Technicians: United Rentals' has approximately 10,200 technicians company-wide that are factory-trained and participate in periodic preventive maintenance refresher courses and manufacturer training. They inspect and service each piece of rental equipment to ensure its safety and operating condition before returning it to the rental-ready fleet.</p> <p>Dispatchers: Our dispatch team coordinates all deliveries and pick-ups for the branch, prioritizing scheduled time of need and rental-ready fleet. They utilize our FAST Dispatch technology to schedule our fleet of drivers. This system allows operations personnel to assign deliveries and route trucks most efficiently, as well as track on-time performance. Delivery Vehicles are equipped with GPS technology tied to the FAST dispatch system; drivers are required to input when deliveries are made (in order to track on-time delivery) and acknowledge changes in routing from ops personnel.</p> <p>Drivers: United Rentals' has approximately 4,300 drivers company-wide that are regulated by US DOT and all safety training requirements. They inspect every truckload for safety requirements before leaving the branch or customer site. Through our FAST technology, they are able to communicate delivery time updates in real-time for our customers and dispatch team.</p>	<p>Item 6.</p>
<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>Our Government Sales and Service Center (GSSC) will process all orders. Providing a centralized location for all orders, allows consistency and a stronger account knowledge to support the decentralized system of orders submitted by the many end users. Additionally, the end users will have full account visibility through our UR Control System.</p> <p>Customers are able to use the GSSC team to submit orders through phone or email. Our system can be set up to require POs as well through customer request. All participating entities' accounts will be set up with Sourcewell pricing so each rental will be at the not to exceed rates regardless if the customer or internal order taker remembers to mention the contract. Customers can also go through their local sales representative or branch to place orders.</p> <p>The more time people and departments spend using Total Control®, the more ways they find that it helps their company be better at managing rentals. Before, during, and after the rental process, Total Control gives users access to the types of information used to make the best business decisions. Renting only what you need, when you need it helps you reduce rental costs by optimizing the amount, length, and utilization of equipment on rent.</p> <p>Full visibility of rental activities across your organization</p> <ul style="list-style-type: none"> View overdue and upcoming return dates Extend rentals or request pick-up Add and update PO numbers GPS data Comprehensive account management Real-time invoice and payment history Download summary and detail billing data Invoice availability & support Customized flexible reporting <p>Report live or historical rental information on nearly any subject (equipment on rent, rental history, hundreds of more report styles)</p> <p>We have a team of contract compliance specialists that monitor the accounts linked to the Sourcewell contract to provide the Sourcewell members the current negotiated rates and terms. This team is managed by Sonia Gregory. They work within our reporting system to provide quarterly reports to Sourcewell and will work to process all administrative fees owed.</p>	

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Customers are given information to reach any of our sales reps, Government Team or customer service center to place an order or answer any questions. United Rentals tracks our service levels through our Quarterly Scorecard reported to Sourcewell. United Rentals is offering Sourcewell, a quarterly SLA (Service Level Agreement) for the Sourcewell facilities, which will be reported quarterly, and reviewed on a regular basis with Sourcewell management. This SLA reporting will help with improving service levels, availability, and reliability of equipment. This will help with the on-going continuous improvement program.</p> <p>On-Time Delivery Goal</p> <ul style="list-style-type: none"> On-time deliveries to the designated location at the promised delivery time. <p>Fulfillment Goals</p> <ul style="list-style-type: none"> 100% of orders fulfilled in accordance with issued purchase order requirements. This is fleet that is 100% of orders that are fulfilled by United Rentals. <p>Quality Expectation at Delivery Goals</p> <ul style="list-style-type: none"> 100% of orders delivered without defects at time of delivery. <p>Quality Expectations during Rental Period Goals</p> <ul style="list-style-type: none"> 90% of orders/rental periods without a defect. <p>Repair Replacement Response time Goals</p> <ul style="list-style-type: none"> 100% of service responses within a 2 hour window for repair/replacement solutions when equipment fails. <p>Repairs: On-time service Goals</p> <ul style="list-style-type: none"> 100% of equipment repairs/replacements within 4 hours of promised time. <p>Repair failures: 2 day window Goals</p> <ul style="list-style-type: none"> Target 0% of repair occurrences requiring additional service. <p>Billing Accuracy Goals</p> <ul style="list-style-type: none"> 100% of invoiced billed correctly without requiring a credit because the billing was not charged correctly. <p>Diversity & Sustainability Reviews Goals</p> <ul style="list-style-type: none"> Quarterly reporting of diversity spend % for all locations Sustainability efforts by key categories <p>Quality Supplier Performance Reviews Goals</p> <ul style="list-style-type: none"> Schedule and complete quarterly scorecards and review throughout the term of the agreement for performance measuring, tracking & reporting. <p>Identify required action items to correct issues and project portfolio for ongoing continuous improvement opportunities.</p> <p>Escalation Goals</p> <ul style="list-style-type: none"> Number of occurrences by segment & location where issues are not resolved at the local branch level and are escalated to the National Account Manager/VP Sales. 	<p style="text-align: right;">Item 6.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Sourcewell's participating entities will have access to a network of approximately 1,465 rental locations in North America. United Rentals maintains a robust fleet and has the proven experience to mobilize this fleet to service the needs of our customer. We have held the Sourcewell contract for the last 10 years and have a proven track record of servicing Sourcewell and its participating entities through our vast sales and service network led by our dedicated government team. Our GSSC team provides a single point of contact to all Sourcewell participating entities offering support and guidance to our products and services available through our contract. Additionally, this team also furnishes eligible entities with the hyperlink and instructions on how to become a member of Sourcewell in order to capitalize on these programs offered to them.</p> <p>Over the past 2 years, we have added another layer to the resources of our government customers. Our Business Development Representatives located in Charlotte, NC reach out to our government customers to educate them on the offering they have through their Sourcewell membership to support their equipment needs.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Sourcewell's participating entities will have access to a network of approximately 148 rental locations in Canada. Our current contract includes a Canadian pricing structure, and we look forward to working with Sourcewell to grow the customer base and recognition throughout Canada. On our Government Team we have several members led by Mark Dunlop that are dedicated to servicing the Canadian government and municipal accounts.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>The only two geographic areas we are unable to service are Hawaii and the Northwest Territories in Canada. United Rentals' is exploring the opportunity to expand into Hawaii.</p>	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>We are able to continue to service all participating entities as we have for nearly 15 years.</p>	*

35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	With over 1,465 branches throughout North America, United Rentals currently services all of the US except Hawaii with limited access in certain markets. We are exploring the opportunity to expand into Hawaii.	Item 6.
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Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Over the past 10 years, we have helped grow our Sourcewell contract over 450%. Our dedication to promoting this contract opportunity has resulted in \$87.6 million in revenues for 2023; up from \$15.8 million in 2014. Our team of government experts are strategically positioned across the US and Canada to market and grow this contract opportunity with the participating Sourcewell entities and our branches. We routinely introduce eligible entities to the Sourcewell program as well. United Rentals takes a three pronged approach to our marketing and sales plans: internal training, external sales and education, and customer faced marketing. You will find a comprehensive marketing plan and marketing material samples attached in the documents section. United Rentals is now also part of the NIGP Business Council. We are proudly working with government procurement experts and board members to continue the great work of the NIGP Business Council. We are actively partnering with this board to further the procurement activities within the equipment rental space as the solely industry representative on this business council. For more information, on the Business Council please utilize the following link https://www.nigp.org/suppliers/business-council .
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We engage with customers through an omni-channel digital marketing strategy, allowing customers to interact with us through a variety of different platforms including our website, local Google listings, our mobile application and our social media tools. We use data to help personalize journeys for our customers, ensuring we are compliant along the way. This in conjunction with our proprietary digital management tools that provides a comprehensive digital experience for our customers.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We believe promoting the contract is a collaborative process that both Sourcewell and United Rentals are responsible for. We will continue to work together as we have over the past 10 years to promote our contract. This process has helped it grow over 450% since 2014. We plan to work with Sourcewell to make sure both organizations can articulate and promote the value proposition of the other. We collectively succeed most when we identify and promote each other's services to the participating entities. Sourcewell has a great reputation of promoting their contracts through their websites, tradeshow, marketing collateral, newsletters, and more. United Rentals has a proven track record of selling a Sourcewell contract that includes our sales process that is laid out in the provided marketing plan.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We understand that government entities have their internal purchasing systems for processing purchase orders, placing orders, and approving payment for the services. To simplify the ordering process for our government accounts we work collaboratively with them to create punch-out catalogs specific to each Participating Entities' equipment needs within their internal purchasing systems. This provides them with the flexibility of working within one system. We also recognize that not all participating entities utilize an internal punch-out and purchasing system for ordering. For these customers that prefer the ease of e-procurement via our systems, we offer our proprietary system Total Control. Total Control is more than just an e-procurement ordering process though. This is why our government customers also utilize it in combination with their internal purchasing systems to better manage their equipment - rented and owned. This is a cloud-based worksite management solution that helps customers make the most of their equipment fleet. This comprehensive, integrated suite of tools and services makes it easy to streamline their processes and cut their annual rental costs by up to a third. In addition to placing their equipment order, they can off-rent the equipment, access the location and use of rented equipment, set role-based alerts, PO tracking, auto-invoicing and more. Utilization tracking and telematics can also help them reduce the time machines sit idle, saving them money. Lastly, all orders can also be placed through our Government Sales and Service Center or locally through any of our branches. The GSSC team is available to take in orders through a single source email, phone, fax, or online. The service center will have all of the contract details for each of the various co-op partners' accounts.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	<p>Describe any training programs related to this proposal such as OSHA training, safety training, specialty training like earth moving, hand tool safety, electrical safety, or other related certifications. Define if the training is offered in-person or virtually. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>The technology and pace that business operates at is accelerating quickly. Yet, the way safety training is performed and tracked is quite stagnate. United Rentals invested in building the United Academy platform to replace primitive safety training and record keeping methods and to make sure that safety programs could match the pace of the projects they support. Often times, when you discover that a worker or a crew is untrained, the time involved in taking action strains a project timeline. United Academy leverages technology to avoid training related lost time, and respond quickly when you must. Quality training when you need it.</p> <p>Training is led by a team of certified trainers with years of experience in educating and protecting commercial, industrial and municipal workers and sites. Equipment familiarization and proper training are two very different concepts. Equipment familiarization is provided at no cost upon delivery of each piece of equipment. Proper certified training is per person cost through United Academy. We are providing all Participating Entities discounted United Academy Training. We can also help you determine when each is needed. Learner comprehension and learning preferences have evolved. United Academy gives you options: classroom instruction and blended learning. Schedule classroom training and certification or access blended e-learning 24/7. Ease of tracking training and certifications. Easy, real-time tracking and verification of training and certifications anytime, anywhere.</p> <p>Skilled Trainers Safety training is not new to United Rentals. Over the years we have built one of the largest and most professional training teams in the industry with over dedicated, full time safety trainers supporting United Academy across the USA and Canada. In addition, we have hundreds of certified trainers and evaluators located in many of our 1,465 branches. Our full-time trainers have years of experience educating workers on safety and many have been working in our industry for years in various capacities.</p> <p>Professional Courses In-Person & Online Top-notch training from an industry leader Courses developed by a team of subject matter experts Meets or exceeds OSHA, ANSI and OH&S training requirements Meets legal regulations for training, theory, practical, and hands on evaluation Instructor-led training by Certified Professional Trainers or interactive cinematic online component</p> <p>Over 300 courses to choose from Training valid in all 50 states and Canada Courses available in English, French and Spanish Record Management Made Easy Training documentation stored on United Academy platform Ability to upload training records taken outside of United Academy Email notifications sent when certification is up for renewal Certificates and temporary cards available to print immediately after training completion Work efficiently with compliance tools, team views and various reporting dashboards Managers can view all records, assign courses and upload external certificates for their employees</p> <p>Accessible Where You Are Classes and account records accessible 24/7 Verify training records out in the field by simply scanning the United Academy wallet card or hardhat sticker Access via website or United Academy mobile app Online Training Profile Sourcewell can save time and money by storing and maintaining training and certifications in United Academy. Records for each course taken through the Academy are stored in our online database and a training profile is created for every account holder. Users can also store additional records for training taken outside of United Academy so that they can build a comprehensive training transcript. Company administrators can set which email addresses receive alerts.</p> <p>Wallet Card Replace several tattered and work paper training cards with United Academy's single, universal wallet card and free United Academy App, Sourcewell can access their employee's Training Profile anywhere and anytime. All you have to do is key in the personal identification codes into a computer or scan the QR code on the card with a smartphone or tablet for instant access. Our wallet card is secure and credit card quality so it won't tear or become damaged by the elements. Wallet cards are sent to United Academy account holders after completing their first Academy course.</p>	Item 6.
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<p>41</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>We've engineered worksite performance solutions that help our customers make better, smarter, safer decisions. And we're just getting started.</p> <p>Total Control & Mobile App Keeping tabs on dozens or hundreds of pieces of rental equipment on a jobsite, including what's in use, what needs to be returned and what's awaiting delivery or pickup, is a big job. Doing it well can lead to significant cost savings and increased worker productivity. Digital technology such as the cloud-based equipment management solution Total Control® gives our customers a huge leg up. But when you're out in the field, you want to be able to work from the phone in your pocket or the tablet in your bag, not the computer back in the office or trailer.</p> <p>The United Rentals Mobile App was designed for exactly that. It puts all your equipment data at your fingertips and enables a host of easy-click actions that help you do more in less time when you're out and about.</p> <p>RFID Badges On construction projects, site access management and equipment access management are both critical to safety, security and productivity. Digital tools from United Rentals now enable customers to manage equipment access using the same RFID badges they issue to workers for site access.</p> <p>With the Next-Generation Access Management Solution, PINs aren't necessary. Rather than entering a code on a keypad ignition lock, a worker can tap their RFID-enabled ID badge on the lock's card reader to unlock a piece of equipment they are authorized to operate. On large projects, leveraging RFID badges for equipment access eliminates the need to assign PINs to hundreds or thousands of workers, reducing administrative overhead. In addition to keeping unauthorized workers off equipment, it provides accurate real-time and historical insights into equipment usage.dges</p> <p>Smart Turnstiles At high-traffic job sites where employees, contractors and visitors come and go throughout the day, managing entry can be challenging, yet it's critical to ensuring the safety and security of employees and other personnel. Controlling site access is also essential to protecting the public from potential hazards and guarding against theft and vandalism. Smart Turnstiles are the modern-day answer to access management through the utilization of a variety of innovative technology offerings.</p> <p>With the swipe and/or tap of a badge, key fob or other credential, smart turnstiles ensure that only people with proper authorization can pass through the entry gate. Compared with sign-in sheets, which can be bypassed even when a security guard is present, smart turnstiles are effective and efficient. Just as important, they provide real-time entry and exit data that can be quickly accessed and searched in the event of an emergency.</p> <p>Wedge WEDGE is a remote monitoring system customized to fit your site. It monitors measurements such as temperature and humidity. Sensors installed on-site feed live data to the WEDGE Dashboard. Access real-time and historical data at your fingertips and if any pre-set thresholds are exceeded, you will be notified immediately.</p> <p>Please see our Value Added document in the attachments for more details.</p>	<p>Item 6.</p>
<p>42</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>Environmental sustainability is central to United Rentals' growth strategy. We measure and manage our greenhouse gas emissions — and help customers do the same — in order to become a more resilient company and to continue delivering value to all our stakeholders. As a business based in the sharing economy, our services inherently provide an environmental benefit which we continuously build on by increasing our operational efficiency and growing our low-emission product portfolio.</p> <p>We are advancing our social and environmental responsibilities through eight Corporate Responsibility goals. Each goal was set using a rigorous analysis that considered our operations, workforce and available technology, as well as the potential advancements that will become available during the relevant time period. While these goals are challenging, we believe they are achievable through our continued dedication to progress and innovation. In addition to our goals, we have three thematic commitments to drive progress toward reducing our climate impact:</p> <p>Engaging with original equipment manufacturers and customers on low- and zero-emissions equipment opportunities.</p> <p>Exploring ways to acquire more efficient and alternatively-fueled vehicles for our sales, service and delivery fleet, which are the largest contributors to our Scope 1 emissions.</p> <p>Helping our customers track and measure greenhouse gas emissions from our rental offerings.</p> <p>Our company has implemented Sustainable Growth initiatives in the areas of facilities, fleet and logistics. Please see our Corporate Responsibility Report in the document attachments for more information on these initiatives and achievements. We believe that these initiatives will result in the reduction of our total cost of operation and will safeguard the environment, while helping our customers reduce their own carbon footprints.</p>	<p>*</p>

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>It's long been believed that renting equipment, in lieu of purchasing new, brings environmental benefits. In 2022, we validated this belief by partnering with a third-party consultant to analyze our rental business model and quantify the potential environmental benefit it brings. The results revealed that our business promotes environmental sustainability in two key ways:</p> <ol style="list-style-type: none"> 1. Reducing Total Equipment Needs 2. Reducing Emissions Intensity of Equipment <p>Sustainability is also the top of mind for many in the government, industrial and construction industry. As customers look to reduce their carbon footprint and meet their sustainability objectives and those of project owners, construction equipment emissions are one area of focus.</p> <p>Buying or renting electric construction equipment is increasingly an option, but fully electric fleets are a thing of the future. In the meantime, when it comes to reducing the emissions of diesel-powered equipment, the familiar adage applies: You can't manage what you can't measure.</p> <p>Until now, companies have had very limited access to information about the environmental impacts of their rental fleet. A recently launched emissions tracking feature in Total Control®, the United Rentals cloud-based worksite management solution, offers new visibility that can help inform decision-making around fleet and fleet utilization.</p> <p>The feature enables customers to monitor the estimated greenhouse gas (GHG) emissions from their telematics-enabled rental equipment as well as source pollutants such as particulate matter, nitrous oxides and carbon monoxide.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center;">Item 6.</div> <p style="text-align: right; color: red;">*</p>
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	None	<p style="text-align: right; color: red;">*</p>

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>We're proud to have been named by Forbes magazine as one of the world's top employers. Still, we never take our people for granted. They are the key to our success with Sourcewell over nearly 10 years we have been supporting this contract. Through our team of experts. United Rentals deploys \$19.99 billion of fleet (original equipment cost) through approximately 1,465 branches, a centralized reservation service and automated online ordering. Our branches are fully integrated through technology, allowing them to collaborate on solving customer needs.</p> <p>Below are some of the unique resources we bring to the Participating Entities. Please see the Value Added document for more details on the suite of services and resources we provide to the Sourcewell Participating Entities.</p> <p>Safety Our most important differentiator is safety, because of its vital importance to our employees and customers. Unsafe behavior can have a direct impact on our business and yours. Our safety culture is organized under the banner of United4Safety, which provides a way of thinking about safety in every aspect of our lives, at work and at home. United4Safety has four tenets: think safe, work safe, drive safe and live safe. We expect safety to be the primary consideration of each of our employees, and we facilitate this through innovation, leadership development, continuous learning and personal well-being. In 2023, we had a total recordable incident rate (TRIR) of 0.68, toward a goal of zero.</p> <p>Digital Solutions At United Rentals, our goal is to go beyond equipment rental. It's a digital world, and digital technology should hand customers easy victories whether they're on the worksite, in the field office or back at headquarters. United Rentals is committed to providing not only the equipment businesses need; when they need it, but the WORKSITE PERFORMANCE™ tools that will help customers work smarter, better and safer. From cloud-based worksite management tools to renting equipment directly from our mobile app, United Rentals digital solutions lead the pack. Total Control® is our proprietary software suite that provides customers with a single, transformative solution for equipment productivity. Total Control helps customers manage their equipment fleets in real time through greater visibility and accountability, with the goal of improving the utilization of resources. By reducing downtime and avoiding on-site productivity gaps, Total Control can help a customer cut annual equipment rental costs by up to a third.</p> <p>Emergency Response While United Rentals has always responded to disasters near our locations, in 2018 we began to take a more structured approach to our response. We've trained a first-responder team comprising more than 800 company volunteers across North America, whose first objective in any emergency is to help our employees and customers who have been affected. The response for every major event starts at the highest level with our executive steering committee. The committee moves quickly to assess the situation and define the logistics of the response. From there, the plan flows to the Emergency Operations Center, or EOC. Each disaster has its own EOC — a command post that sets up as close as safely possible to the disaster site. This is where the response and communications are coordinated. United Rentals can stand up an EOC in a matter of hours, bringing together region and district leaders and a cross-functional team of experts from human resources, legal, real estate, fleet management, technology and finance. The EOC sets the objectives and executes them. Our team of experts has experience in critical need situations and can put maintenance equipment on your site quickly, including:</p> <ul style="list-style-type: none"> - Complete portable sanitation solutions including hand wash stations, portable toilets and restroom trailers with hand wash stations, hand sanitizing stands, shower trailers, and laundry trailers with generators including service of waste - Power generation, fluid transfer, temporary lighting (indoor and outdoor) and site signage - Full range of HVAC products including air scrubbers, negative air machines with HEPA filtration, and portable air conditioners and heaters 	<p>Item 6.</p>
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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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<p>46</p>	<p>Do your warranties cover all products, parts, and labor?</p>	<div style="text-align: right; border: 1px solid black; padding: 2px;">Item 6.</div> <p>For Rentals: United Rentals warrants that upon delivery the equipment rent hereunder will be in good working condition. If the equipment is not in good working condition upon delivery, United Rentals shall promptly repair or replace the equipment at its sole cost and expense. If the equipment requires repair or replacement during the rental period, United Rentals will promptly repair or replace the equipment at its sole cost and expense; provided, however, if the repair or replacement is necessary due to Sourcewell Member's abuse, misuse or neglect, then the Sourcewell Member will be responsible for the cost of such repair or replacement. EXCEPT AS SET FORTH HEREIN UNITED DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE RENTAL OF EQUIPMENT.</p> <p>For Purchases of New Equipment: The only warranty provided with the equipment sold herein is the warranty provided by the original equipment manufacturer ("OEM"). United Rentals will pass through all warranties, to the extent allowable, that the OEM provides. If a warranty claim is approved by the OEM and the OEM authorizes United Rentals to repair or replace the equipment, United Rentals will do so. ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED."</p> <p>For Purchases of Used Equipment: United Rentals shall assign to the any remaining warranty from the original equipment manufacturer ("OEM") to the extent assignable. United Rentals makes no warranties express or implied with respect to the any used equipment being sold and all warranties, express or implied are disclaimed.</p> <p>In lieu of providing a warranty on the sale of used equipment, United Rentals will offer its United Guard service contract. Subject to the United Guard terms and conditions, United will perform the services outlines therein at the fees set forth therein.</p> <ul style="list-style-type: none"> • A copy of the United Guard Terms and Conditions is attached. <p>For Service: United Rentals warrants the services will be performed in a good and workmanlike manner. The duration of the warranty shall be 30 days after the service is completed. If during the 30-day warranty period the equipment requires additional service, because of defective original service or a defective replacement part(s), then United will re-perform the defective service and/or replace the defective part at its sole cost and expense. If the equipment has been subject to abuse, misuse or neglect, United shall have no obligation to re-perform the service or replace any part(s). The only warranty on replacement parts provided with United Rental's service herein is the warranty provided by the original equipment manufacturer ("OEM"). United will pass through all warranties, to the extent allowable, that the OEM provides. If a warranty claim on such replacement part is approved by the OEM and the OEM authorizes United to repair or replace the part, United will do so.</p> <p>EXCEPT AS SET FORTH HEREIN BIDDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO REPLACEMENT PARTS AND SERVICE OF EQUIPMENT.</p> <p>For Damage to Rental Equipment: All of our rental equipment is owned by United Rentals, and all preventative and regular use maintenance will be taken care of by United Rentals. For costs due to damage, Sourcewell participating entities will have our Rental Protection Plan (RPP). It is a simple, affordable and smart way to protect yourself from the unforeseen. United Rentals offers a comprehensive program to provide you with added protection for the most common problems:</p> <ul style="list-style-type: none"> • Accidental damage to United Rentals equipment and vehicles • Theft of United Rentals equipment and vehicles do have the option to provide <p>The participating entities can opt-out of RPP by providing a Certificate of Insurance with the applicable property insurance.</p>
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47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>For Rentals. Yes. As stated above, United Rentals will repair or replace equipment at its sole cost and expense during the rental period if the equipment needs repair or replacement. However, if the equipment needs repair or replacement due to any other reason that defect in the equipment, United Rentals' negligence or reasonable wear and tear, the Sourcewell participating entity will be responsible for the cost of repair or replace. Reasonable wear and tear of the rental equipment shall mean only the normal deterioration of the equipment caused by ordinary and reasonable use on a one shift (8 hours per day, 40 hours per week) basis. The following shall not be deemed reasonable wear and tear: (a) damage resulting from lack of lubrication, insertion of improper fuel, or maintenance of necessary oil, water and air pressure levels; (b) except where United Rentals expressly assumes the obligation to service or maintain the equipment, any damage resulting from lack of servicing or preventative maintenance suggested in the manufacturer's operation and maintenance manual; (c) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the equipment; (d) damage in the nature of dents, bending, tearing, staining, corrosion or misalignment to or of the equipment or any part thereof; (e) wear resulting from use in excess of shifts for which rented; and (f) any other damage to the equipment which is not considered ordinary and reasonable in the equipment rental industry. Repairs to the equipment shall be made to the reasonable satisfaction of United and in a manner which will not adversely affect the operation, manufacturer's design or value of the equipment.</p> <p>Also, Customers agree to check filters, oil, fluid levels and tire air pressure, to clean and visually inspect the equipment daily and to immediately notify United Rentals when equipment needs repair or maintenance. Should the equipment be involved in an accident, become unsafe, malfunction or require repair, Customer shall immediately cease using the equipment and immediately notify United.</p> <p>In the case of the loss or destruction of any equipment, or inability or failure to return same to United Rentals for any reason whatsoever, Customer will pay United the then full replacement list value of the equipment together with the full rental rate as specified until such equipment is replaced. If the equipment is returned in a damaged or excessively worn condition, Customer shall pay United the reasonable cost of repair and pay rental on the equipment at the regular rental rate until all repairs have been completed. Repair or replacement of tires and tubes is the responsibility of Customer.</p> <p>For New and Used Equipment Sales. As state above, the only warranty available for new or used equipment is the warranty provided by the OEM. Any restrictions or limitation would be set forth in the OEM warranty.</p>	<p>Item 6.</p> <p>*</p>
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>For Rentals. Costs including technician travel time that are associated with service required due to defects in the equipment, reasonable wear and tear or United negligence is the responsibility of United Rentals. The cost of Service required for any other reason will the participating entities' responsibility.</p> <p>For New and Used Equipment Sales. The OEM warranty will set forth what expenses are covered.</p>	<p>*</p>
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>For Rentals. All branches in the United States and Canada have in-house technicians available to service and maintain our equipment. Therefore, all regions we provide service to will also have access to certified technicians.</p> <p>For New and Used Equipment Sales. Subject to approval of the warranty claim by the OEM and subject to authorization from the OEM to perform work, as stated above, all branches in the United States and Canada have in-house technicians available to service and maintain our equipment. Therefore, all regions we provide service to will also have access to certified technicians.</p>	<p>*</p>

50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>United Rentals is not the original equipment manufacturer (“OEM”) on any of the equipment it rents or sells. United is certified to perform warranty service by many OEMs. Upon acceptance of a warranty claim by the OEM and upon the OEM authorizing United to perform service, United Rentals is able to perform warranty service on many OEM’s equipment..</p> <p>We strive to lead our industry in service performance, particularly when it comes to equipment maintenance and readiness for rental. United Rentals invests in our service personnel to ensure that they are up to speed on manufacturer’s service requirement with internal or manufacturer sponsored training. We have also invested heavily in resources designed to make our company more efficient in maintaining our equipment to the highest standards. All 1524 + United Rentals locations use the same systems in order to ensure that Preventive Maintenance, ANSI inspections and manufacturer’s service bulletins are being completed with integrity per our company procedure. United Rentals is responsible for the costs associated with inspecting and servicing our owned equipment. If requested, United Rentals can also provide inspections and services on equipment owned by our customers at mutually agreed upon rates.</p> <p>Some of the specific procedures are:</p> <ul style="list-style-type: none"> Preventive maintenance: PM’s are governed by the stricter of two regulatory programs: Either 1) Per manufacturer’s recommendation of service requirement or; 2) Perform an inspection inside of 90 days and / or service of the equipment with 250 operating hours. The “Rental Flow” process also tracks pending PM’s due for service personnel to monitor. These PM’s are performed at our locations as well as at customer locations by qualified field service technicians. ANSI inspections on aerial equipment, booms and scissors, are required by law. United Rentals has a NO-EXCEPTIONS policy related to ANSI inspections; if a unit does not receive this inspection within a year from its last date, it is taken out of rental service. Manufacturer’s service bulletins are handled as United Rentals is notified, either in our shops or in the field. 	Item 6. *
51	What are your proposed exchange and return programs and policies?	<p>For Rentals. If a piece of equipment is not operating properly, United Rentals will deploy one of its factory-trained technicians to perform the repair and/or supply the necessary parts. United Rentals promptly responds to repair and maintenance service calls – typically within two to four hours. In the event the equipment cannot be repaired on site, United Rentals will replace the equipment as quickly as it can.</p> <p>For New and Used Equipment Sales. Exchange and return programs/policies are determined by the OEM.</p>	*
52	Describe any service contract options for the items included in your proposal.	<p>For Rentals. Please note that service is provided at no cost to customer, unless such service is due to customer’s fault. Please refer to service labor pricing included in our pricing spreadsheet. All branches have in-house technicians available to service and maintain our equipment.</p> <p>For Customer-owned equipment. If the customer has owned equipment, they can chose to utilize our Customer Equipment Solutions team to manage and perform the equipment service needs. We have a dedicated team and dedicated service technicians that solely work on customer owned equipment and do not work on our rental fleet.</p> <p>For New and Used Equipment Sales. In addition, any Sourcewell participating entity may purchase a United Guard Service Contract with the purchase of equipment as mentioned above.</p>	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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<p>53</p>	<p>Describe any performance standards or guarantees that apply to your services</p>	<p>We work together with our customers, communities and employees to find solution with a shared commitment to service and safety. To us, this is a simple, but powerful notion we call Work United™. It's a shared mindset. One of partnership that helps us face any challenge, together.</p> <p>Quality Assurance: United Rentals maintains a fleet of well-maintained equipment to ensure reliability and safety. We follow strict maintenance schedules and inspection procedures to guarantee that the equipment is in good working condition before it goes out on rental.</p> <p>Preventive maintenance: During the rental, our system estimates use in addition to physical checks and inquiries for hour meter updates. Maintenance steps (requirements) for each category and class of equipment are tracked within our system based on hours, miles and days. Reporting is generated daily for inspection and scheduling purposes. Service and safety bulletins released by manufacturers are loaded centrally and tracked within this same reporting system. We will schedule with the participating entities to do maintenance during a down time when equipment is on-rent.</p> <p>Customer Service: United Rentals provides excellent customer service, including knowledgeable staff to help customers select the right equipment for their needs, as well as assistance with any issues or questions that may arise during the rental period.</p> <p>Safety Standards: Safety is paramount to United Rentals. We adhere to strict safety standards and we provide training and familiarization on the proper use of equipment to ensure the safety of customers and their employees.</p> <p>Digital Notifications & PO Management: United Rentals also offers relevant notifications through Total Control ® to the right people at the right time. With United Rentals simplified notifications experience, every customer has the ability to pick a notification format - SMS or email, set up notifications across all project stages from quote through final invoice, and identify who should receive each notification. We know schedules are tight, and the complexities of today's worksites make efficient processes mission-critical. We're here to help. With our suite of intuitive digital tools, we make it easy for customers to view invoices, make payments, stay informed with custom notifications and tap into actionable data.</p> <p>Keeping track of invoices and payments can be a tedious and time-consuming task. Between our cloud-based fleet management software, Total Control ® and the United Rentals Mobile App, customers have access to valuable features that can help streamline administrative processes and drive smart decisions.</p> <p>Access and pay invoices, day or night View account balances and track invoice age Visibility for the right person with invoice sharing and notifications With the PO Management function in Total Control ®, teams can keep track of purchase orders and quickly navigate to crucial aspects of the project billing cycle. From open contracts to reservations and invoices, paid and past due, the PO Tab has what you need.</p> <p>Plus, users now have the ability to assign an owner to each Purchase Order, so your crew can stay in the know and in control.</p>	<p>Item 6.</p>
<p>54</p>	<p>Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)</p>	<p>Quality Assurance: United Rentals adheres to strict maintenance schedules and inspection protocols for all equipment in their fleet. This involves regular servicing, repairs, and thorough inspections to identify and address any potential safety issues before equipment is rented out.</p> <p>We encourage all customers to use Total Control ®, a suite of technology solutions offered by United Rentals to enhance efficiency, safety, and productivity for its customers. Total Control encompasses various digital tools and platforms designed to streamline equipment rental processes, improve job site management, and provide valuable insights into equipment utilization and performance.</p> <p>With telematics-enabled equipment from United Rentals, customers can maximize jobsite efficiencies with valuable insights into runtime and equipment utilization, plus gain visibility to all equipment in one place. Telematics data also enables customers to monitor equipment fuel and service with alerts. United Rentals has the largest and most robust, connected fleet in the industry, and a variety of trackable assets so customers have real-time visibility into location and utilization - owned and rented.</p> <p>With Equipment Diagnostic Alerts from United Rentals, customers can stay informed about critical equipment functions and performance indicators.</p> <p>Through Total Control ®, customers receive customizable alerts about machines on their job sites, streamlining equipment maintenance and keeping downtime to a minimum.</p> <p>Types of Equipment Diagnostic Alerts include: Low DEF Level: Alerts when a piece of equipment's Diesel Emission Fluid falls below the low DEF threshold (25%) Diesel Particulate Filter: Alerts when a piece of equipment requires a regeneration Emergency Stop: Alerts when the E-stop on a piece of equipment is engaged High Coolant Temperature: Alerts when a generator's temperature is running too hot High / Low Frequency: Alerts when a generator is outputting at a high/low frequency Customer Service: United Rentals currently holds 4.6 Stars out of 5 on Procurated. website: https://app.procurated.com/suppliers/united-rentals-north-america-inc-b5e4173b-c387-471b-b30a-3912acf62deb</p>	<p>*</p>

In addition, we regularly conduct customer surveys to gather feedback on various aspects of our services, including satisfaction levels, areas for improvement, and overall customer experience. See full list below:

- 1) Overall Satisfaction: How satisfied customers are with the quality of equipment, customer service, and rental experience.
- Equipment Performance: Feedback on the reliability, functionality, and condition of rented equipment.
- 2) Customer Service: Evaluation of interactions with United Rentals staff, including professionalism, responsiveness, and helpfulness.
- 3) Rental Process: Assessment of the ease of renting equipment, including the online rental process, availability of equipment, and clarity of rental terms and conditions.
- 4) Safety: Feedback on safety measures and support provided by United Rentals, including training resources, equipment safety features, and adherence to safety regulations.
- 5) Value for Money: Perceptions of the value received in relation to the rental rates charged by United Rentals.
- 6) Suggestions for Improvement: Opportunities for United Rentals to enhance their services, address any shortcomings, and better meet customer needs and expectations.

Safety Standards: United Rentals Inc. places "Safety First". We Act, and require others to act, in a manner that puts the safety of our employees, customers and communities first. We empower every employee with the power to "Stop Work" whenever a safety situation arises so we can not only prevent an accident, but document and learn in real time. This allows us to stay the industry leader in safety but and to the latest updates in safety standards, guidelines and regulations. are some topics that drive our safety standards.

- 1) Equipment Inspection and Maintenance: Regular inspection and maintenance of rental equipment are essential for ensuring safety. United Rentals follows manufacturer guidelines and industry best practices for inspecting, servicing, and maintaining their equipment fleet. This helps to identify and address any potential safety issues before equipment is rented out.
- 2) Training and Education: United Rentals provides training and educational resources to customers on the safe operation of rental equipment. This could include online resources, safety manuals, instructional videos, and in-person training sessions conducted by qualified personnel. Training may cover topics such as equipment operation, maintenance, and proper safety procedures.
- 3) Safety Guidelines and Documentation: United Rentals provides safety guidelines and documentation for each piece of equipment they rent out. This may include operation manuals, safety decals, warning labels, and instructional materials that highlight potential hazards and safe operating practices.
- 4) Personal Protective Equipment (PPE): United Rentals requires customers to use appropriate personal protective equipment (PPE) when operating certain types of equipment. This could include items such as fall protection, hard hats, safety glasses, gloves, hearing protection, and high-visibility clothing. also offer PPE for sale or rental alongside equipment at our locations.
- 5) Compliance with Regulations: United Rentals complies with all safety regulations and standards set forth by government agencies such as OSHA (Occupational Safety and Health Administration) in the United States and similar regulatory bodies in other countries. This may involve ensuring that equipment meets safety standards and that rental operations adhere to legal requirements.
- 6) Emergency Preparedness: United Rentals has procedures in place for handling emergencies or accidents involving rental equipment. This could include protocols for reporting incidents, providing first aid, and coordinating with emergency responders when necessary.
- 7) Safety Culture: United Rentals fosters a strong safety culture among its employees and encourages customers to prioritize safety in their operations. This may involve promoting safety awareness, encouraging open communication about safety concerns, and recognizing and rewarding safe behaviors.

It's important for customers to familiarize themselves with United Rentals' specific safety protocols and guidelines for the equipment they intend to rent. This may involve asking questions, seeking clarification on safety procedures, and following all instructions provided by United Rentals staff. By prioritizing safety and adhering to established guidelines, customers can help ensure a safe rental experience.

Table 10: Payment Terms and Financing Options

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Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Our pricing terms are Due Upon Receipt.
56	Describe any leasing or financing options available for use by educational or governmental entities.	We cannot offer leasing or financing options through United Rentals, however we have experience working with Sourcewell awarded lending and other partners when the customer requests this option.
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Through our typical rental transactions utilize industry standard documents to include rental agreement terms, quotes, and invoices. We have included in the Documents section a copy of a quote, Rental Agreement & a sample invoice.
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes we do accept P-card procurement and payment with no additional charges.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Please see our attached pricing spreadsheet. United Rentals is providing a national net pricing structure as you will see on the attached pricing spreadsheet. This is not a percentage discount program. All pricing is NOT TO EXCEED and our sales representatives will be encouraged to provide local market pricing if it happens to be lower than the contract price although this is not a common occurrence. We reserve the right to adjust rates on privilege wage jobs that are governed by the Davis Bacon Act.
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	United Rentals is providing a national net pricing structure as you will see on the attached pricing spreadsheet. This is not a percentage discount program. All pricing is NOT TO EXCEED and our sales representatives will be encouraged to provide local market pricing if it happens to be lower than the contract price although this is not a common occurrence. We reserve the right to adjust rates on privilege wage jobs that are governed by the Davis Bacon Act.
61	Describe any quantity or volume discounts or rebate programs that you offer.	This is a NOT TO EXCEED contract. Customers can negotiate volume pricing locally on a case by case basis.
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	As with normal requests, United Rentals will field off-schedule requests through local territory representatives or our Government Customer Care Center. This will enable us to provide first-class service to Sourcewell members through our knowledgeable team. Our philosophy is that no request is unreasonable and will be investigated to the fullest. Our strategy will be to field requests and factor in rental patterns, demands for new technology or advances in equipment efficiencies, and enactment of new legislation, affecting equipment. If we see a spike in a certain category, we will ask Sourcewell to determine if the equipment can be added to our schedule. For Sourcewell members, we would like to propose a NOT TO EXCEED markup of 24% on the total invoice cost from a 3rd Party Vendor for rentals and related services, including but not limited to equipment re-rents, labor, fuel and transportation costs.
63	Identify any element of the total cost of rental that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a rental that are not directly identified as freight or shipping charges. For example, list costs for items like loading and unloading, fuel surcharges, environmental fees or permits, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their	Installation, Set up Costs for Specialty Equipment Rental Solutions United Rentals' proposal includes specialty equipment solutions that may require additional labor costs as a result of setup, installation, mandatory training, or initial inspection. The estimated labor costs will be based on the hourly rate schedule posted in the repair / service tab and negotiated at the time of the rental quote. A.) Storage & Office

relationship to the Proposer.

Solutions

Rentals may require additional equipment and services, such as site preparation, ramps, anchoring and tie-downs, skirting and other materials and supplies for ground level offices, office trailers and modular buildings. These consumable items along with labor charges are not included in the scheduled rental rate or transportation fees and will be quoted at the time of rental. Labor and consumables associated with the additional equipment and services will be charged at the parts, labor & service rate approved for Sourcewell customers.

B.) Power and HVAC

Services may include power and HVAC system start-up support, installation of low voltage cables, installation of temporary chilled water piping, on-site training for Customer's employees, 24/7 technical assistance and on-site support, and monitoring of selected installing trades.

C.) Trench Safety

Services may include the engineering, delivery and pickup of the trench/shoring system (the "System").

D.) Fluid Solutions

May include the design, installation, operation, ongoing maintenance, monitoring, and dismantling of the Fluid Solutions system ("Fluid Solutions Services"). Tank Rentals may include 3rd party cleaning fees unless customer can provide "certified washed / cleaned" documentation.

E.) Portable Restroom Services

Additional fees may be charged for tip-overs, relocation of the units on the same site and vandalism/graffiti. Modular Fence rentals will include consumable retail sales items to be quoted at the time of rental based on the quantities of the order.

F.) Scaffolding Services

May include the installation and dismantling of scaffolding, including all parts and accessories.

G.) Vehicle

May include the installation of customized truck parts and accessories.

Labor Rate / Service Calls - Customer Owned Equipment - US
 7am - 4pm = \$163.26/hr
 4pm - 9pm = \$244.89/hr
 9pm - 7am, Holidays and weekends = \$326.52/hr

Planned Maintenance & Inspection - Customer Owned Equipment
 (PM Program) - US

5% off listed price
 List minus 5%

Parts

US

total margin

40%

Freight

US

total margin

20%

****After Hours, Weekends, and Holidays****

An additional call out fee may be incurred, and will be communicated at the time of request. Please refer to the pricing table under Service/Labor for hourly rates that would be applicable to support the call out charges.

****Third Party Hauling Charges****

In a situation where both parties mutually agree to utilize a third party hauler, a quote (cost + 10%) will be provided to the end user that would replace standard United Rentals Delivery and Pickup rates.

****Oversize/Permitted Loads****

All applicable fees will be communicated at time of service.

****Over Time Charges****

Rental Rates above are based on normal usage so run time in excess of single shift rates will incur overtime charges based on actual usage of the equipment.

****Truck Rental Allowance (US)****

Rental rates for all vehicles with an odometer (categories 950 - 956) are based on a 2000 mile per 28 day monthly billing cycle and a \$0.22 Per Mile charge shall be assessed when monthly miles exceed the 2,000 miles allowance. Minimum \$250 charge for excess cleaning, or to remove odor, smoke or vapor if required. Fee will be assessed if vehicle is not returned to originating location. Additional charges may also apply for the costs incurred by customers during the rental including vehicle recovery, tolls, parking and traffic violations. Please see the rental agreement for further information and detail.

****Rental Equipment Fuel Service****

A refueling service charge will be applied to all equipment returned less than full. The exact cost of the refueling service may vary depending on the rate being charged by the branch location on the date customer returns the equipment.

Refueling Service Charge

Customer acknowledges that a "Refueling Service Charge" will be applied to all Equipment not returned with a full tank of fuel. The exact cost of the Refueling Service Charge may vary depending on the rate being charged by the branch location on the date Customer returns the Equipment. Customer acknowledges that the Refueling Service Charge is not a retail sale of fuel. Customer may avoid the Refueling Service Charge if Customer returns the Equipment with a full tank of fuel.

Tire Repair

Repair or replacement of tires and tubes on Equipment is the responsibility of Customer and is not included in the rental rate.

Environmental Fee

Due to the hazardous nature of some of our waste products, United Rentals charges an Environmental Service Charge on rental invoices for equipment which contains an internal combustion engine,

Item 6.

hydraulic oils or similar components. The Charge is 1.84% of the rental charge, with a maximum charge of \$99 per invoice. This charge is not a tax or government mandated fee. We are offering to waive this fee for this new contract in order to provide the participating entities additional new savings.

Additional Fees

Some government entities have special fees, such as the SMM fee in Colorado (Texas and Maryland have similar fees). These fees are setup by local/state government entities, and are charged at the direction of local/state laws. United Rentals passes these fees directly to the customer with no markup. These fees are usually negligible in nature and are included quotes provided by our branches.

Rental Protection Plan

United Rentals offers an OPTIONAL, affordable and smart way to protect your agency from the unforeseen. The plan covers accidental damage or theft of United Rentals equipment. This RPP coverage must be selected prior to delivery of the equipment. Additional details can be requested from your local branch. See attached document for additional information on our RPP program. Non-governmental agencies (non-profits, NGO, etc.) will be required to provide a certificate of insurance in order to opt out of the RPP program.

United Guard

Full coverage offered for used equipment (OPTIONAL). Equipment over \$2,500 that is eligible for United Guard™ must be nine years old or newer. Licensed vehicles are not eligible for United Guard. Used equipment must be in rental ready condition at time of sale. United Guard is available within 72 hours of equipment purchase and cannot be renewed once the term expires. Other conditions and restrictions may apply. We have also provided additional information about United Guard™ in the documents section.

Davis Bacon Act

We reserve the right to adjust rates on privilege wage jobs that are governed by the Davis Bacon Act.

<p>64</p>	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>Standard Delivery during normal working hours. We reserve the right to adjust rates on privilege wage jobs that are governed by the Davis Bacon Act.</p> <p>**Standard Delivery during normal working hours** Delivery/Pickup Charges = \$160.69 flat charge (each way) then \$4.19 per mile</p> <p>**After Hours, Weekends, and Holidays** An additional call out fee may be incurred, and will be communicated at the time of request. Please refer to pricing table under Service/Labor for hourly rates that would be applicable to support the call out charges.</p> <p>**Third Party Hauling Charges** In a situation where both parties mutually agree to utilize a third party hauler, a quote (cost + 10%) will be provided to the end user that would replace standard United Rentals Delivery and Pickup rates.</p> <p>**Oversize/Permitted Loads** All applicable fees will be communicated at time of service.</p> <p>**Over Time Charges** Rental Rates above are based on normal usage so run time in excess of single shift rates will incur overtime charges based on actual usage of the equipment.</p> <p>Field Automation Strategy & Technology (FAST) The Field Automation Strategy and Technology (FAST) program builds on the current strengths of our field platform with new technologies and procedures that support operations. This program is focused on supporting branches in improving delivery and pickup scheduling, route mapping, and overall equipment transportation performance. This includes equipment bar-coding, handheld devices for drivers, new dispatch capabilities, and procedural improvements. FAST makes the Rental Flow process more user-friendly for customers and for United Rentals.</p> <p>Sourcewell member advantages</p> <ul style="list-style-type: none"> • Route Optimization and turn by turn directions increases the likeliness of on time delivery and expedited pick up when called off rent • Real-time visibility of the status of delivery's and or location truck • Actionable alerts for deliveries in jeopardy for real time customer updates • Electronic condition reports with embedded pictures of the equipment upon delivery and pick up • One electronic signature covers all legal documentation • Contract can be e-faxed or emailed to customers preferred address right from the drivers Hand Held Computer / Jobsite <p>Sustainability Advantages</p> <ul style="list-style-type: none"> • Reduction in Carbon foot print by optimized routing reduces mile driven and fuel used • Electronic contracts and condition reports • GPS tracking & monitoring of delivery fleet • Reduced engine idle time and fuel used <p>Reduced tire and maintenance cost</p> <ul style="list-style-type: none"> • Paperless DOT Driver logs <p>Safety Advantages</p> <ul style="list-style-type: none"> • GPS tracking & monitoring of delivery fleet: Speeding and hard braking alerts • Reduced vehicle accident claims <p>Electronic Driver logs</p> <ul style="list-style-type: none"> • Higher level of DOT compliance • Higher level of vehicle maintenance 	<p>Item 6.</p>
<p>65</p>	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>No restrictions or additional charges in AK as United Rentals has 2 locations in state. United Rentals currently does not have a location in Hawaii, and would only deliver on a case by case basis that would be negotiated up front with Sourcewell members. United Rentals can service Puerto Rico and the US Virgin Islands, these delivery charges will be negotiated on a case by case basis if equipment is not available on location.</p> <p>Standard Delivery/Pick-up during normal working hours in Canada</p>	

****Standard Delivery during normal working hours****
 Delivery/Pickup Charges = 216 CAN\$\$ flat charge (each way) then 5.16 CAN\$\$ per KM

****Truck Rental Allowance (CAN)****

Rental rates for all vehicles with an odometer (categories 950 - 956) are based on a 3200 mile per 28 day monthly billing cycle and a \$0.21 Per KM charge shall be assessed when monthly miles exceed the 3,200 km allowance. Minimum \$250 charge for excess cleaning, or to remove odor, smoke or vapor if required. Fee will be assessed if vehicle is not returned to originating location. Additional charges may also apply for the costs incurred by customers during the rental including vehicle recovery, tolls, parking and traffic violations. Please see the rental agreement for further information and detail.

****After Hours, Weekends, and Holidays****

An additional call out fee may be incurred, and will be communicated at the time of request. Please refer to pricing table under Service/Labor for hourly rates that would be applicable to support the call out charges.

****Third Party Hauling Charges****

In a situation where both parties mutually agree to utilize a third party hauler, a quote (cost + 10%) will be provided to the end user that would replace standard United Rentals Delivery and Pickup rates.

****Oversize/Permitted Loads****

All applicable fees will be communicated at time of service.

****Over Time Charges****

Rental Rates above are based on normal usage so run time in excess of single shift rates will incur overtime charges based on actual usage of the equipment.

****Rental Equipment Fuel Service****

A refueling service charge will be applied to all equipment returned less than full. The exact cost of the refueling service may vary depending on the rate being charged by the branch location on the date customer returns the equipment.

Customer Owned Equipment - Repairs, Service & Inspections (CAN Only)

A.) Service Calls & Applicable Labor Charges - Customer Owned Equipment

Should the customer seek to engage United Rentals' certified mechanics / technicians for service calls, repairs or labor performed during normal business hours (7:00 am to 4:00 pm, M-F), they will be billed at \$221.54 per hour, portal to portal, and all labor performed outside of these regular business hours will be billed at 1.5x (4:00PM – 9:00PM M-F) and 2X the normal rate for all other times (dependent on the time of day, day or week, or holiday). These rates also apply to all specialty solutions and engineered system set-ups. All rates will be pre-negotiated with the customer prior to service and labor execution. United Rentals will try to accommodate customer requested time frames to perform unscheduled services or repairs but cannot guarantee service times. Customers must ensure United Rentals' accessibility to a facility during non-business hours. Billed hourly rate for wait time will apply. Service is market driven and is not available in all geographical areas.

B.) Planned Maintenance & Inspection - Customer Owned Equipment (PM Program)

Should the customer seek to engage United Rentals' certified mechanics / technicians for completion of planned services (PMs - Preventative Maintenance) and /or required inspections, they will be billed list rate less 5%. This is a

		<p>contracted service -- not on-demand. Basic PM service includes Lube, Engine Service, Fuel Filter, Engine Oil Filter, Oil, and up to one hour travel time. Customer may request specific service intervals per equipment types. Additional charges may apply for Tier Four Engines. Customer must provide United Rentals with list of equipment requiring planned services and inspections - United Rentals to supply proposal for services and inspections. United Rentals will try to accommodate customer requested time frames to perform services and inspections. Customers must ensure United Rentals' accessibility to a facility during non-business hours. Service is market driven and is not available in all geographical areas.</p> <p>C.) Repair and Service Parts - Customer Owned Equipment</p> <p>These are additional costs and will be itemized on a Work Order. Parts shall be billed at a 40% margin and freight for repair parts will be billed at a 20% margin.</p> <p>D.) Extended Warranty - Customer Owned Equipment</p> <p>United Rentals will assign to customer any manufacturer's warranty on parts incorporated into the equipment as part of this service, to the extent assignable for a period of 30 days following completion of services by United Rentals, provided that customer provides written notice to United setting forth in detail how services how such services were unsatisfactory. United Rentals may, in its sole discretion, and as its sole liability hereunder, repair or replace such unsatisfactory services, or refund any monies paid to United by the customer. Such repair, replacement or refund shall be customers' sole remedy under this work order. United Rentals disclaims all other warranties, either express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.</p> <p>Labor Rate / Service Calls - Customer Owned Equipment CAN 7am - 4pm \$221.54/hr 4pm - 9pm \$332.31/hr 9pm - 7am, Holidays and weekends \$443.08/hr</p> <p>Planned Maintenance & Inspection - Customer Owned Equipment (PM Program) CAN 5% off listed price List minus 5%</p> <p>Parts CAN total margin 40%</p> <p>Freight CAN total margin 20%</p>	<div style="border: 1px solid black; padding: 2px; display: inline-block;">Item 6.</div>
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All delivery options discussed in previous question. If a unique situation arises that is not covered under the previous options, United Rentals and the requesting Sourcewell member will negotiate at time of request.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Item 6.

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>The United Rentals government team will be available to provide up-to-date information. In addition to direct communication with the team a sample report has been provided in the response.</p> <p>United Rentals customer quotes, orders, change orders and updates are recorded within United Rentals' RentalMan computerized rental system. They are recorded in date order, with unique, individualized numerical designations. Customer accounts are identified as eligible to utilize the Sourcewell contract and are identified further within the RentalMan system with a customer level code and United Rentals' pricing agreement for the contract will be loaded into the customer account file.</p> <p>United Rentals will identify and report all product/equipment sourced as part of a Sourcewell contact purchases and provide timely payment of administrative fees to Sourcewell.</p> <p>On a quarterly basis, we will perform analysis of the detailed pricing file, review the pricing agreement for accuracy or updates/changes, and audit the individual customer invoices and transactions for accuracy and compliance with the contract.</p>
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>The list below are some of the internal metrics that will be tracked and measured to substantiate success of the contract.</p> <ul style="list-style-type: none"> # of accounts utilizing Sourcewell Revenue per account utilizing Sourcewell Total Revenue under contract Account Growth Declining and Inactive Accounts <p>As an example, within the last six months 7,190 Sourcewell members have utilized the current United Rentals' Sourcewell contract.</p>
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	United Rentals proposes a 2% administrative fee on all eligible sales and rentals.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
71	Describe the rent-to-buy option for new rental equipment if applicable.	We do not offer rent-to-buy options for new equipment.
72	Describe your used rental equipment sales program if applicable.	<p>United Rentals sells top-quality used equipment that is sourced directly from leading manufacturers.</p> <ul style="list-style-type: none"> • Customers can buy with confidence, as this equipment is expertly maintained by the same team that services the United Rentals fleet. • Customers can continue to rely on United Rentals for maintenance of any purchased equipment through its Customer Equipment Solutions.
73	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>United Rentals serves its customers as a single-source solution, provided through two business segments: General Rentals and Specialty Rentals: General Rentals offers construction, industrial and homeowner equipment for rent, and related services. Specialty Rentals includes the rental of equipment and tools for underground construction, temporary power, climate control, fluid solutions, disaster recovery, onsite tool management, portable sanitation, and related services.</p> <p>Related Services include United Academy Safety Training, Customer Equipment Servicing, New and Used Equipment Sales, and Third Party Rentals. Please see our attached proposal document for a comprehensive product offering.</p>
74	Within this RFP category there may be	Below is a high-level listing of the equipment categories we can provide.

subcategories of solutions. List subcategory titles that best describe your products and services.

Gen Rent / Aerial

- Forklifts
- Boom Lifts
- Excavators
- Scissor Lifts
- Compressors
- Skid steers
- Light Towers
- Commercial & Utility Trucks

Power & HVAC

- Generators
- Dehumidifiers
- Climate Control
- Transformers
- Power Distribution Panels

Fluid Solutions

- Pumps
- Containment
- Filtration Systems
- Fluid Transfer
- Accessories
- Hose, Pipe, & Fittings

Tool Solutions

- Electrical & Hand Tools
- Welding
- Mobile Tool Rooms
- Custom Boxes
- Radio & Communication Systems
- Turnstiles
- Safety Wearables

Trench Safety

- Shoring & Shielding
- Engineered Systems
- Road Plates
- Confined Space Safety

Onsite Services

- Portable Restrooms
- Restroom Trailers
- Hand-washing Stations
- Shower Trailers

Mobile Office & Storage Solutions

- Storage Containers
- Ground Level Offices
- Modular Buildings
- Mobile Office Trailers

United Academy – Safety Training

- Operator Certification Training
- Jobsite Safety Training
- OSHA Certified Training

Customer Equipment Servicing

- Preventative Maintenance
- Annual and Quarterly Inspections
- Servicing Downed Equipment

New & Used Equipment Sales

- United Rentals sells the equipment that ages out of our rental fleet.
- We currently represent approximately 280 manufacturers that have authorized United Rentals to sell New Equipment to Sourcewell members. For this contract our pricing will be setup as a “cost plus” model. Additional details and allowable margins can be found in the pricing file under the New and Used Equipment tab. Provides Rental Fleet Customers with quality used equipment that has always been worked on by manufacturer trained United Rentals technicians.
- Keeps our rental fleet at a young age for the customers.

Third Party Rentals

- United Rentals is providing a re-rental option. We can find equipment from another company and rent it under one United Rentals invoice when needed if our own fleet is out of the requested equipment or doesn't carry it.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Sourcewell is seeking proposals for Rental Equipment, Products, and Related Services. Awards under this solicitation will be made in three (3) separate categories. No proposer should select more than one category to respond to due to the RFP being structured such that Category 1 enables a supplier to respond with a single response that includes solutions from both categories 2 and 3. Whereas, those with only solutions in Category 2 or 3, should respond to the corresponding category whose scope includes those solutions (e.g., either category 2 or 3).

Proposers submitting a proposal in Category 1 must have at least one solution from each of categories 2 and 3. For example, if a Proposer offers at least one solution from Construction and General Rental Solutions, in addition to offering at least one solution from Public Works and Utility Equipment, the Proposer should designate it is seeking an award in Category 1 only.

Proposers seeking an award in Category 2 must include at least one solution offered within the scope of Category 2 for Construction and General Rental Solutions and no solutions from Category 3 Public Works and Public Utility Equipment.

Similarly, proposers seeking an award in Category 3 for Public Works and Public Utility Equipment must include at least one solution offered within the scope of Category 3 for Public Works and Public Utility Equipment and no solutions from Category 2 Construction and General Rental Solutions.

Line Item	Category Selection *	
75	Category 1: Rental Equipment, Products and Related Services	*

Table 15: Depth and Breadth - Construction Equipment and General Rental Solutions

Item 6.

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 1 or Category 2 must include at least one solution offered within the scope Construction and General Rental Solutions.. See RFP Section II. B. 1. for details.

We will not be submitting for Table 15: Depth and Breadth - Construction Equipment and General Rental Solutions

Line Item	Category or Type	Offered *	Comments
76	Earth Moving Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Backhoes, dozers, excavators, skid steers, loaders, trenchers and tractors
77	Aerial Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Boom lifts, scissor lifts, push around and all other aerial work platforms.
78	Compaction Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Rollers, plate compactors and jumping jacks.
79	Industrial	<input checked="" type="radio"/> Yes <input type="radio"/> No	Miscellaneous hand / power tools and radios / communication systems.
80	Roadway	<input checked="" type="radio"/> Yes <input type="radio"/> No	Traffic signage, arrow and message boards, road plate and trenching and shoring.
81	Concrete Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	
82	Landscape Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	
83	Trailers	<input checked="" type="radio"/> Yes <input type="radio"/> No	
84	Lighting Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	
85	Barricades	<input checked="" type="radio"/> Yes <input type="radio"/> No	
86	Signs	<input checked="" type="radio"/> Yes <input type="radio"/> No	
87	Batteries or Charging Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	
88	Generators	<input checked="" type="radio"/> Yes <input type="radio"/> No	
89	Wash Stations	<input checked="" type="radio"/> Yes <input type="radio"/> No	
90	Portable Restrooms	<input checked="" type="radio"/> Yes <input type="radio"/> No	
91	Temporary Shelters	<input checked="" type="radio"/> Yes <input type="radio"/> No	
92	Used Rental Equipment Sales	<input checked="" type="radio"/> Yes <input type="radio"/> No	

Table 16: Depth and Breadth - Public Works and Public Utility Equipment

Item 6.

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 1 or Category 3 must include at least one solution offered within the scope of Public Works and Public Utility Equipment. See RFP Section II. B. 1. for details.

We will not be submitting for Table 16: Depth and Breadth - Public Works and Public Utility Equipment

Line Item	Category or Type	Offered *	Comments
93	Sewer Vac & Hydro or Air Excavators	<input checked="" type="radio"/> Yes <input type="radio"/> No	
94	Street Maintenance & Cleaning Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	
95	Bucket Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	
96	Diggers	<input checked="" type="radio"/> Yes <input type="radio"/> No	
97	Roll-Off Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	
98	Refuse Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	
99	Waste & Debris Handling Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Sourcewell RFP_040924_Rental_Equipment_Marketing Plan.zip - Monday April 08, 2024 17:56:46
- [Financial Strength and Stability](#) - Sourcewell RFP_040924_Rental_Equipment_Value Added.zip - Monday April 08, 2024 17:59:45
- [Marketing Plan/Samples](#) - United Rentals, Inc. 2023 Annual Report.pdf - Monday April 08, 2024 17:59:45
- [WMBE/MBE/SBE or Related Certificates](#) - Sourcewell RFP 040924 Price List.xlsx - Monday April 08, 2024 18:00:31
- [Warranty Information](#) - RPP Flyer.pdf - Monday April 08, 2024 18:00:51
- [Standard Transaction Document Samples](#) - RFP_040924_Rental_Equipment_Contract_Template - UR Revisions.docx - Monday April 08, 2024 18:01:08
- [Requested Exceptions](#) - Standard Transaction Documents.zip - Tuesday April 09, 2024 11:14:21
- Upload Additional Document (optional)

Item 6.

Addenda, Terms and Conditions

Item 6.

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation. Item 6.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Craig Schmidt, Vice President National Accounts, United Rentals (North America), Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Rental_Equipment_RFP 040924 Wed March 13 2024 04:42 PM	<input checked="" type="checkbox"/>	3
Addendum_3_Rental_Equipment_RFP 040924 Wed February 28 2024 09:59 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Rental_Equipment_RFP 040924 Wed February 21 2024 03:00 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Rental_Equipment_RFP 040924 Tue February 20 2024 04:03 PM	<input checked="" type="checkbox"/>	1

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: December 3, 2024

SUBJECT: Approval of Resolution No. 2024-88 renewing health and related insurance

Background:

The Gehring Group will present information regarding the renewal of our health insurance and related products. As part of our recently approved budget for fiscal year 2025, we anticipated a health insurance increase of 15% (\$218,000). However, upon receiving the renewal proposal, we learned that the actual increase is projected to be 12.5%.

After careful review of our options, we have identified an alternative plan that offers a more favorable increase of 5% while also including a wellness benefit of \$500 per employee for a total of \$180,000. This aligns with our commitment to promoting employee health and well-being, and we believe it will enhance our overall employee benefits package as well as coming in under budget and providing a savings to the Town.

Additionally, we are excited to announce the launch of a new wellness initiative aimed at incentivizing healthier lifestyles among our employees. This initiative will allow employees to earn reimbursement funds for health-related expenses, which will be particularly beneficial in preparing for the 2026 renewal process.

Recommendations: Motion to recommend approval of *Resolution No. 2024-88*.

TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2024-88

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING THE SCOPE AND PRICING FOR EMPLOYEE INSURANCE AND RELATED BENEFITS; AUTHORIZING THE TOWN MANAGER TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town’s health and insurance benefits manager, The Gehring Group, provided the Town with an updated scope and pricing for employee insurance and related benefits as provided for in the Town’s Human Resources Policy Manual; and

WHEREAS, the Town Council desires to provide its employees with insurance and related benefits as stated in the Scope attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, Section 2-133(b)(8) of the Town’s Code of Ordinances provides that the procurement and renewal of employee benefits and health related services is not subject to competitive procurement; and

WHEREAS, the Town Council has determined the insurance and related benefits for employees serves a 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 provide its employees insurance and related benefits and approves the Scope and Proposal attached hereto as Exhibit “A”, which includes the cost to the employee as well as the cost to the Town.

Section 3. The Town manager is 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.

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 3rd DAY OF DECEMBER 2024.

**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

Town of Loxahatchee Groves
Renewal Recommendations
Effective Date: January 1, 2025



Line of Coverage	Recommendation
Medical	<p>Renew with Alternate 1 - Florida Blue - BlueCare 16254 and add an employer funded Health Reimbursement Arrangement (HRA) to offset the increase in deductible. As an initial rollout for a wellness program, each person enrolled in medical will receive \$500 in their HRA account. This would result in an approximate 5% increase, which equates to about an \$8,500 increase.</p>
Health Reimbursement Arrangement	<p>For 2025 plan year, an initial incentive of \$500 will be funded by the town in an HRA for medical and Rx expenses. HRA accounts will be set up through UpSwing/Benefits Workshop as the administrator and a debit card will be sent to all employees enrolled in medical.</p>
Wellness Program Tied to Medical/Rx HRA funding for 2026	<p>Starting December 2024 - November 2025, a wellness program will be implemented for employees to earn a \$1,000 maximum HRA funding for 2026 plan year. Employees <u>must</u> complete certain preventive screenings worth a total of \$750 and then the remaining balance of \$250 can be earned with a variety of activities. See flyer.</p>
Flexible Spending Account	<p>Health Care and Dependent Care flexible spending accounts (FSA) will renew as is. <u>This is an employee paid benefit.</u></p>
Dental	<p>Renew with Humana dental plan for 5.7% savings/decrease to rates. <u>This is an employee paid benefit.</u></p>
Vision	<p>Renew with Humana vision plan as under a rate guarantee until 12/31/2025. <u>This is an employee paid benefit.</u></p>
Basic Life and AD&D	<p>Renew with The Hartford with no increase. Plan will be under a rate guarantee for another 2 years.</p>
STD	<p>Renew with The Hartford with no increase. Plan will be under a rate guarantee for another 2 years.</p>
LTD	<p>Renew with The Hartford with no increase. Plan will be under a rate guarantee for another 2 years.</p>

Town of Loxahatchee Groves
 Renewal Evaluation - Medical
 Effective Date: January 1, 2025



Schedule of Benefits	CURRENT - FL Blue - Age Banded Rates		RENEWAL - FL Blue - Age Banded Rates		ALTERNATE 1 - FL Blue - Age Banded Rates			
	BlueCare 14304		BlueCare 14304		BlueCare 16254			
	In Network Only		In Network Only		In Network Only			
	Embedded		Embedded		Embedded			
Deductible (Calendar Year - CYD)								
Single	\$1,500	\$1,500	\$1,500	\$1,500	\$2,000	\$2,000		
Family	\$3,000	\$3,000	\$3,000	\$3,000	\$4,000	\$4,000		
Coinsurance	20%	20%	20%	20%	0%	0%		
Out of Pocket Maximum (OOPM)								
Single	\$4,800	\$4,800	\$4,800	\$4,800	\$6,500	\$6,500		
Family	\$9,600	\$9,600	\$9,600	\$9,600	\$13,000	\$13,000		
Non-Hospital Services								
Virtual Visit (PCP/Spec) / Telemedicine	\$0 / \$40 / \$0	\$0 / \$40 / \$0	\$0 / \$40 / \$0	\$0 / \$40 / \$0	\$0 / \$45 / \$0	\$0 / \$45 / \$0		
Physician Office Visit	VCP: \$0 / \$10	VCP: \$0 / \$10	VCP: \$0 / \$10	VCP: \$0 / \$10	VCP: \$0 / \$20	VCP: \$0 / \$20		
Specialist Visit	VCP: \$20 / \$40	VCP: \$20 / \$40	VCP: \$20 / \$40	VCP: \$20 / \$40	VCP: \$20 / \$45	VCP: \$20 / \$45		
Independent Lab / X-Ray	ICL: No Charge / IDTC: \$50	ICL: No Charge / IDTC: \$50	ICL: No Charge / IDTC: \$50	ICL: No Charge / IDTC: \$50	ICL: \$60 / IDTC: \$100	ICL: \$60 / IDTC: \$100		
Advanced Imaging (MRI, PET, CT scans)	\$300	\$300	\$300	\$300	\$200	\$200		
Urgent Care Center	VCP: \$0 Visits 1-2; \$55/ \$55	VCP: \$0 Visits 1-2; \$55/ \$55	VCP: \$0 Visits 1-2; \$55/ \$55	VCP: \$0 Visits 1-2; \$55/ \$55	VCP: \$0 Visits 1-2; \$50/ \$50	VCP: \$0 Visits 1-2; \$50/ \$50		
Hospital Services								
Inpatient	20% after CYD	20% after CYD	20% after CYD	20% after CYD	\$350 per day (\$1,050 max)+ CYD	\$350 per day (\$1,050 max)+ CYD		
Outpatient Surgery	ASC: 20% / Hosp: 20% after CYD	ASC: 20% / Hosp: 20% after CYD	ASC: 20% / Hosp: 20% after CYD	ASC: 20% / Hosp: 20% after CYD	ASC: \$100/ Hosp: \$200	ASC: \$100/ Hosp: \$200		
Emergency Room Visit (facility)	\$200	\$200	\$200	\$200	\$350 + CYD	\$350 + CYD		
Mental Health / Substance Abuse Services								
Inpatient	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge		
Outpatient	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge		
Prescription Drug Benefits								
Tier 1 - Generic	\$0 / \$4 / \$10	\$0 / \$4 / \$10	\$0 / \$4 / \$10	\$0 / \$4 / \$10	\$0 / \$4 / \$10	\$0 / \$4 / \$10		
Tier 2 - Preferred Brand	\$15 / \$30	\$15 / \$30	\$15 / \$30	\$15 / \$30	\$15 / \$30	\$15 / \$30		
Tier 3 - Non-Preferred Brand	\$50	\$50	\$50	\$50	\$50	\$50		
Tier 4 - Specialty	\$150	\$150	\$150	\$150	\$200	\$200		
Mail Order (90 day supply)	2x Retail/Spec: NC	2x Retail/Spec: NC	2x Retail/Spec: NC	2x Retail/Spec: NC	2x Retail/Spec: NC	2x Retail/Spec: NC		
Monthly Age-Banded Rates	Tier	Lives*	Town Cost	FL Blue Gross Premium	Town Cost	FL Blue Gross Premium	Town Cost	FL Blue Gross Premium
Employee 1	EE	1	\$684.98	\$684.98	\$781.07	\$781.07	\$699.71	\$699.71
Employee 2	EE	1	\$485.74	\$485.74	\$545.70	\$545.70	\$488.86	\$488.86
Employee 3	EE	1	\$476.26	\$476.26	\$533.21	\$533.21	\$477.67	\$477.67
Employee 4	F	1	\$925.95	\$2,209.57	\$1,062.25	\$2,512.95	\$951.60	\$2,251.19
Employee 5	ES	1	\$606.23	\$1,197.28	\$677.96	\$1,335.10	\$607.34	\$1,196.03
Employee 6	EE	1	\$1,423.08	\$1,423.08	\$1,562.13	\$1,562.13	\$1,399.41	\$1,399.41
Employee 7	EC	1	\$591.05	\$953.94	\$657.14	\$1,055.48	\$588.69	\$945.54
Employee 8	EC	1	\$598.64	\$1,324.42	\$665.47	\$1,497.56	\$596.15	\$1,341.57
Employee 9	EC	1	\$591.05	\$953.94	\$648.80	\$1,047.14	\$581.22	\$938.07
Employee 10	EE	1	\$1,106.68	\$1,106.68	\$1,268.97	\$1,268.97	\$1,136.79	\$1,136.79
Employee 11	EE	1	\$587.26	\$587.26	\$648.80	\$648.80	\$581.22	\$581.22
Employee 12	EE	1	\$684.98	\$684.98	\$781.07	\$781.07	\$699.71	\$699.71
Employee 13	EE	1	\$847.21	\$847.21	\$971.12	\$971.12	\$869.97	\$869.97
Employee 14	EE	1	\$1,362.84	\$1,362.84	\$1,537.14	\$1,537.14	\$1,377.02	\$1,377.02
Employee 15	EE	1	\$925.95	\$925.95	\$1,062.25	\$1,062.25	\$951.60	\$951.60
Employee 16	EE	1	\$1,423.08	\$1,423.08	\$1,562.13	\$1,562.13	\$1,399.41	\$1,399.41
Monthly Premium		16	\$13,321	\$16,647	\$14,965	\$18,702	\$13,406	\$16,754
Annual Premium			\$159,852	\$199,767	\$179,583	\$224,422	\$160,876	\$201,045
TOTAL Premium			\$159,852	\$199,767	\$179,583	\$224,422	\$160,876	\$201,045
Annual \$ Increase/(Decrease)					\$19,731	\$24,656	\$1,025	\$1,279
Annual % Increase/(Decrease)					12.3%	12.3%	0.6%	0.6%
HRA Max Cost							\$7,500.00	
TOTAL Annual Premium with HRA Max Cost							\$168,376	\$208,545
<i>*Lives from October Invoice</i>								



Loxahatchee Groves Wellness Program

The Lox Living Well Wellness program is launching on December 1, 2024. We believe that a healthy, vibrant workforce will enhance job performance, service levels and lower our medical insurance costs.

Employees can earn funds from December 1, 2024 through November 30, 2025 to receive 2026 funding beginning January 1, 2026.

The goal of the 2025 Lox Living Well Wellness Program is to help employees be better healthcare consumers, and reward employees for being active, healthy and completing annual preventive exams. There is a choice of four activities to unlock 2026 HRA funding within Table 1 and of those four, you may choose three to complete worth \$250 each. The remaining balance of \$250 may be earned by any other screenings or activities listed in Table 2 below to earn the full \$1,000 HRA funding. All rewards earned from December 1, 2024 through November 30, 2025 count toward the 2026 plan year. If an employee chooses not to participate in the program or only participates totaling less than \$1,000, employee would only earn up to the value of the activities. The maximum funding by the Town is \$1,000.

The 2025 Lox Living Well activities are listed within the tables below. Beginning December 1, 2024 through November 30, 2025 any of the listed activities will count toward the program.

2025 Wellness Program Summary Activities for Program Funding

(Participation Dates: December 1, 2024 to November 30, 2025 for 2026 Plan Year Funding)



Table 1

References

*All preventive forms are available with Amber Schneider, Senior Administrator. Completed form or corresponding EOB should be submitted no later than 11/30/2025 directly to Amber Schneider.

Preventive Screenings	Reward Amount	Maximum
<i>You must complete three out of the four preventive screenings to earn 2026 HRA Funding, for a maximum of \$750 from Table 1.</i>		
Annual Wellness Physical with biometric screening* (Preventive form <u>must</u> be submitted)	\$250	1 Per Year
Annual Dental Checkups* (Cleanings - must complete 2 to earn full \$250)	\$250	1 Per Year
Personal Health Assessment from Florida Blue*	\$250	\$250
Annual Skin Cancer Screening*	\$250	1 Per Year

Table 2

Activities	Reward Amount	Maximum
<i>You may earn the remainder of your funding by completing the activities within Table 2, for a maximum of \$250.</i>		
Mindfulness Map Challenge (14 days)	\$50	\$50
Hydration Challenge (14 or 28 days)	\$50	\$50
Wellness BINGO Challenge (14 or 21 days)	\$50	\$50
Annual Vision Screening	\$100	1 Per Year
Colonoscopy	\$150	1 Per Year
Mammogram	\$150	1 Per Year
Flu / Covid and/or Shingles Vaccine	\$50/vaccine	\$150

Town of Loxahatchee Groves
Renewal Evaluation - FSA
Effective Date: January 1, 2025



		CURRENT/RENEWAL
		UpSwing/Benefits Workshop
Administraiton Details		
Debit Card Fee		2 cards included (addtl \$10)
Claim Submission Options		Mail, Mobile App, Fax, Email, Online Portal upload
Claims Processing and Payment Timing		Daily
Reimbursement Options		Check (Weekly mailing of checks) or ACH
FSA Funding (from ER to TPA)		Payroll deduction funding and weekly ACH for negative balances
Technology Resources		
Employer Portal & Training		Yes
Employee/Consumer Portal		www.upswing-tech.com
Electronic Enrollment		Available on Portal or File Submission
Employee App		Yes, download
Employee Communications/Education		Included - guides and flyers available
FSA Aggregate Guarantee		N/A
Reporting Capabilities		24/7 online reports
Compliance Resources		
Compliance Documents (SPD)		Included
Value Adds		N/A
Non-Discrimination Testing		Included
Minimum Participation		None
Rate Guarantee		2 years
Monthly Rate/Fees	Lives	
Administration Fee (PEPM)	2	\$5.00
Implementation Fee (One time)		\$0.00
Annual Renewal Fee		\$0.00
Minimum Monthly		Monthly = \$60
Annual Premium		\$720

Town of Loxahatchee Groves
 Renewal Evaluation - Dental PPO
 Effective Date: January 1, 2025

Schedule of Benefits	CURRENT		RENEWAL	
	Humana		Humana	
	In Network	Out of Network	In Network	Out of Network
Annual Benefit Maximum	Unlimited	Unlimited	Unlimited	Unlimited
Do Class 1 services apply toward Annual Max?	Yes		Yes	
Deductible	Calendar Year		Calendar Year	
Single/Family	\$50 / \$150		\$50 / \$150	
Is deductible waived for Class 1 services?	Yes		Yes	
Class 1 Services: Preventive and Diagnostic				
Office Visit	100%	100%	100%	100%
Routine Oral Exam (3 per year)	100%	100%	100%	100%
Routine Cleaning (3 per year)	100%	100%	100%	100%
Complete X-rays	100%	100%	100%	100%
Bitewing X-rays	100%	100%	100%	100%
Class 2 Services: Basic Restorative	Deductible Applies		Deductible Applies	
Fillings	80%	80%	80%	80%
Simple Extractions (Oral Surgery)	80%	80%	80%	80%
Periodontics (Major and Minor Surgery)	80%	80%	80%	80%
Endodontics (Root Canal Therapy)	80%	80%	80%	80%
Class 3 Services: Major Restorative	Deductible Applies - 12 Month WP		Deductible Applies - 12 Month WP	
Bridges	50%	50%	50%	50%
Crowns	50%	50%	50%	50%
Dentures	50%	50%	50%	50%
Class 4 Services: Orthodontia				
Orthodontia Services	N/A		N/A	
Dental Plan Reimbursement Level				
Benefits Reimbursement Level	Contracted Fees	Fee Schedule	Contracted Fees	Fee Schedule
Rate Guarantee	Expires 12/31/2024		1 Year	
Monthly Rates	Lives*			
Employee	9	\$40.48	\$38.18	
Employee + Spouse	3	\$80.96	\$76.36	
Employee + Child(ren)	0	\$103.22	\$97.36	
Employee + Family	1	\$143.70	\$135.53	
Monthly Premium	13	\$751	\$708	
Annual Premium		\$9,011	\$8,499	
Annual \$ Increase/Decrease		N/A	-\$512	
Annual % Increase/Decrease		N/A	-5.7%	

*Lives from October Invoice

Town of Loxahatchee Groves
Renewal Evaluation - Vision
Effective Date: January 1, 2025



Schedule of Benefits	CURRENT		RENEWAL	
	Humana		Humana	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Examination				
Eye Exam Copay	No Charge	Up to \$30	No Charge	Up to \$30
Materials Copay	No Charge	Varies	No Charge	Varies
Retinal Imaging	Up to \$39	Not Covered	Up to \$39	Not Covered
Frequency				
Examination	Every 12 months		Every 12 months	
Lenses or Contact Lenses	Every 12 months		Every 12 months	
Frames	Every 24 months		Every 24 months	
Lenses				
Single	No Charge	Up to \$25	No Charge	Up to \$25
Bifocal	No Charge	Up to \$40	No Charge	Up to \$40
Trifocal	No Charge	Up to \$60	No Charge	Up to \$60
Lenticular	No Charge	Up to \$100	No Charge	Up to \$100
Standard Progressive	No Charge	Up to \$40	No Charge	Up to \$40
Frames				
Retail Allowance	Up to \$200 + 20% off retail	Up to \$100	Up to \$200 + 20% off retail	Up to \$100
Contacts Lenses				
Elective	Up to \$200 + 15% off retail	Up to \$160	Up to \$200 + 15% off retail	Up to \$160
Non-Elective (Medically Necessary)	No Charge	Up to \$210	No Charge	Up to \$210
Fitting and Evaluation - Standard	No Charge	Up to \$30	No Charge	Up to \$30
Rate Guarantee	Expires 12/31/2025		Expires 12/31/2025	
Monthly Rates	Lives*			
Employee	8	\$10.32	\$10.32	
Employee + Spouse	3	\$20.65	\$20.65	
Employee + Child(ren)	0	\$19.61	\$19.61	
Employee + Family	1	\$30.82	\$30.82	
Monthly Premium	12	\$175	\$175	
Annual Premium		\$2,104	\$2,104	
\$ Increase /(Decrease)		N/A	\$0	
% Increase /(Decrease)		N/A	0.0%	

*Lives from October Invoice

Town of Loxahatchee Groves
Renewal Evaluation - Basic Life and AD&D
Effective Date: January 1, 2025



	CURRENT	RENEWAL
Schedule of Benefits	The Hartford	The Hartford
Core Features		
Eligibility	All active full-time employees working at least 30 hours per week.	All active full-time employees working at least 30 hours per week.
Basic Term Life	1x Annual Salary to a maximum of \$150,000	1x Annual Salary to a maximum of \$150,000
Guarantee Issue Amount	Equal to Benefit Amount	Equal to Benefit Amount
Basic AD&D	Equal to Life Benefit	Equal to Life Benefit
Additional Features		
Portability/Conversion Privilege	Yes/Yes	Yes/Yes
Waiver of Premium	Included	Included
Age Reduction (Reduces by)	35% at age 65, 50% at age 70	35% at age 65, 50% at age 70
Accelerated Death Benefit	Included	Included
Rate Guarantee	Expires 12/31/2024	2 Years
Monthly Rates	Lives*	
Volume	16	
Volume		
Basic Term Life Rate / \$1,000	\$988,000	\$988,000
AD&D Rate / \$1,000	\$0.442	\$0.442
Total Life AD&D Rate / \$1,000	\$0.030	\$0.030
	\$0.472	\$0.472
Monthly Premium	\$466	\$466
Annual Premium	\$5,596	\$5,596
\$ Increase /(Decrease)	N/A	\$0
% Increase /(Decrease)	N/A	0.0%

*Lives and volume from October Invoice

Town of Loxahatchee Groves
Renewal Evaluation - Short Term Disability
Effective Date: January 1, 2025



	CURRENT	RENEWAL
Schedule of Benefits	The Hartford	The Hartford
Core Features		
Eligibility	All active full-time employees working at least 30 hours per week.	All active full-time employees working at least 30 hours per week.
Weekly Benefit	60% of Weekly Earnings	60% of Weekly Earnings
Maximum Weekly Benefit	\$1,500	\$1,500
Elimination Period for Accident/Sickness	0/7 Days	0/7 Days
Benefit Duration	13 Weeks	13 Weeks
Portability/Conversion	Not Included	Not Included
Rate Guarantee	Expires 12/31/2024	2 Years
Monthly Rates	Lives*	
Volume	16	
Rate / \$10 of Weekly Covered Payroll		
	\$11,295	\$11,295
	\$0.165	\$0.165
Monthly Premium	\$186	\$186
Annual Premium	\$2,237	\$2,237
\$ Increase /(Decrease)	N/A	\$0
% Increase /(Decrease)	N/A	0.0%

*Lives and volume from October Invoice

Town of Loxahatchee Groves
Renewal Evaluation - Long Term Disability
Effective Date: January 1, 2025



	CURRENT	RENEWAL
Schedule of Benefits	The Hartford	The Hartford
Core Features		
Eligibility	All active full-time employees working at least 30 hours per week.	All active full-time employees working at least 30 hours per week.
Benefit	60% of Monthly Earnings	60% of Monthly Earnings
Maximum Monthly Benefit	\$7,500	\$7,500
Own Occupation Period	24 months	24 months
Elimination Period	90 days	90 days
Duration of Benefit	SSNRA	SSNRA
Pre-existing Condition	3 months lookback / 12 months enrolled on the plan	3 months lookback / 12 months enrolled on the plan
Survivor Benefit	Included	Included
Rate Guarantee	Expires 12/31/2024	2 Years
Monthly Rates	Lives*	
Volume	16	
Rate / \$100 of Monthly Covered Payroll		
	\$81,870	\$81,870
	\$0.385	\$0.385
Monthly Premium	\$315	\$315
Annual Premium	\$3,782	\$3,782
\$ Increase /(Decrease)	N/A	\$0
% Increase /(Decrease)	N/A	0.0%

*Lives and volume from October Invoice



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council

FROM: Richard Gallant, Public Works Director

VIA: Francine Ramaglia, Town Manager

DATE: December 3, 2024

SUBJECT: Hyde Park Tree Removal; Resolution No. 2024-90

Background: The Public Works Department is actively removing trees that pose a potential risk to public property and the residents' overall safety. The Department has recently implemented a best-interest contract with Kiel Tree Service, INC. and has been provided with a tree removal quote for Hyde Park as shown below.

- Remove (76) Australian Pine Trees. Piece Down All Vegetation in Order to Avoid Damage to Fences
- Cut Up Debris and Stack Curbside

Recommendation: Staff recommends the approval of resolution 2024-90 for the approval of the work order with Kiel tree service.”

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2024-90

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING WORK ORDER NO. 1 WITH KIEL TREE SERVICE, INC. FOR REMOVAL OF TREES ALONG HYDE PARK ROAD; AUTHORIZING THE TOWN MANAGER 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, pursuant to Resolution No. 2024-77, adopted by Town Council on November 12, 2024, the Town entered into an Agreement for Goods and Services with Kiel Tree Service, Inc. for tree removal services; and

WHEREAS, the Town desires to have 76 Australian Pine Trees removed along Hyde Park Road; and

WHEREAS, given that the trees to be removed are exotics, the Town proposes to waive the detailed per tree proposal requirement and accept the lump sum proposal; and

WHEREAS, the Town has determined Work Order No. 1 serves a valid public purpose.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby approves Work Order No. 1 and the corresponding lump sum proposal with Kiel Tree Service, Inc.

Section 3. The Town Manager is authorized to execute any and all documents to implement Work Order No. 1 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.

Resolution No. 2024-90

Section 4. This Resolution shall become effective upon adoption.

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 3RD DAY OF DECEMBER 2024.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Town Clerk

Mayor Anita Kane

APPROVED AS TO LEGAL FORM:

Vice Mayor Margaret Herzog

Town Attorney

Councilmember Laura Danowski

Councilmember Phillis Maniglia

Councilmember Robert Shorr



ESTIMATE

Kiel Tree Service Inc.
 13060 Bryan Road
 Loxahatchee, FL 33470
 Phone: 561-723-9929
 Kelsey0531@gmail.com

DATE: OCTOBER 29, 2024

BILL Town of Loxahatchee
 TO Groves

ORDER DATE	ORDER NUMBER	JOB
		Hyde Park Road
1	Remove (76) Australian Pine Trees. Piece Down All Vegetation in Order to Avoid Damage to Fences.	
2	Cut Up Debris and Stack Curbside	
	Total >>>>>	\$30,200.00

Terms: Payment is due within (30) days of completion. Kiel Tree Service, Inc. is not liable or responsible for any unforeseen circumstances.

Thank you for your consideration. We look forward to hearing from you!



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: December 3, 2024

SUBJECT: Resolution 2024-91 authorizing the Town Manager to enter into Change Order No. 1 to the Contract for FY24 Road Improvement Program with Atlantic Southern Paving & Sealcoating

Background:

Atlantic Southern Paving & Sealcoating (ASPS) is the company that was awarded the FY24 Road Improvement Contract. They have completed the initial paving of the roads under the contract and will be coming back to install speed tables on the roads in the next 30 days.

An unidentified trailer did damage to 161st Terrace North after the paving of that road was completed and the apron on Bryan Road has been difficult for staff to maintain. In order to take advantage of the fact that ASPS has to remobilize for the speed table installation, the public works staff is recommending the Town enter into a change order to repair 161st and Bryan at what they believe will be a discounted price as compared to receiving bids from companies which would have to mobilize independently for the two small repair jobs. The Town has received proposals for the work from ASPS in the amount of \$4,485 for 161st and \$5,287 for Bryan. Staff believes it is in the best interest of the Town to enter into a change order to the existing contract for these two separate projects, without the necessity of doing a competitive solicitation (receiving 3 quotes for the work). The repair work would be done in conjunction with the installation of the speed tables and be completed within the next 30 days.

Copies of the proposals are attached. The Town is seeking funding for the damage done to 161st from its insurer. Funding for the change order would come from the FY25 Road Maintenance and Service Account. **Resolution No. 2024-91** authorizes the Town Manager and Town Attorney to enter into a Change Order No. 1 to the Contract for Town FY24 Road Improvement Program to make the repairs to 161st Terrace North and Bryan Road as presented in the attached proposals.

Recommendations:

- Move to approve **Resolution No. 2024- 91** authorizing the Town Manager and Town Attorney to enter into Change Order No. 1 to the Contract for Town FY24 Road Improvement Program to make the repairs to 161st Terrace North and Bryan Road as presented in the attached proposals.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2024-91

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO ENTER INTO CHANGE ORDER NO. 1 WITH ATLANTIC SOUTHERN PAVING & SEALCOATING, LLC PURSUANT TO THE COMPETITIVE BID WAIVER REQUIREMENTS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has an existing contract with Atlantic Southern Paving & Sealcoating, LLC (Contractor) for Town FY24 Road Improvement Program IFB 2024-01; and

WHEREAS, the Contractor has completed the basic paving work and will be remobilizing in the next 30 days to complete the speed tables and striping in accordance with the existing contract; and

WHEREAS, after the Contractor had completed the paving work on 161st Terrace Lane North, an unknown trailer caused damage to the fresh paving and the roadway is in need of repair; and

WHEREAS, the Town's public works' staff has been unable to make satisfactory repairs to an apron on Bryan Road and that area is in need of repairs; and

WHEREAS, Contractor has the necessary expertise and equipment to make both repairs on 161st Terrace North and Bryan Road; and

WHEREAS, the Public Works Director secured a quotation from Contractor to do the repairs and believes that the price for the repairs is advantageous to Town and can be done most inexpensively and efficiently by the Contractor because they will be mobilized to complete the speed tables under the existing contract ; and

WHEREAS, the price quoted by the Contractor for the repairs would not be available to the Town if the repair work was not done in conjunction with the mobilization the Contractor is doing for the completion of the existing contract;

WHEREAS, pursuant to Section 2-133(b)(11) of the Town of Loxahatchee Groves Code of Ordinances, the Town Council may waive competitive bidding or competitive proposals in the best interest of the Town; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves acknowledges the advantage offered by the circumstances of the Contractor being mobilized for the completion of the existing contract, and determines the award of Change Order No. 1 facilitating the repairs is in the best interest of the Town and 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 above recitals are hereby adopted as if fully set forth herein.

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby authorizes the Town Manager and Town Attorney to enter into Change Order No. 1 to the existing contract with Atlantic Southern Paving & Sealcoating, LLC (Contractor) for Town FY24 Road Improvement Program IFB 2024-01 to make repairs for the price set forth in the quotes set forth in Exhibit “A” hereto.

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

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Laura Danowski, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Robert Shorr, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Margaret Herzog, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marianne Miles, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Phillis Maniglia, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 3RD DAY OF DECEMBER 2024.

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

Paving Proposal

Town Of Loxahatchee Groves
Jeff Kurtz

Project:

FY24 Road Improvement Prog-CO1 161st Hurricane Clean-up Damage

155 F Rd
Loxahatchee, FL 33470



Mike Dever
Account Manager

Our Company

Company Info



Atlantic Southern Paving and Sealcoating
6301 W Sunrise Blvd
Sunrise, FL 33313

P: 954-581-5805
F: 954-581-0465

<http://www.atlanticsouthernpaving.com>

Contact Person

Mike Dever
Account Manager
mdever@atlanticsouthernpaving.com
Cell: 954-789-3129
Office 954-581-5805 Ext 235

About Us

We Solve Problems and Make Complicated Simple!

We understand that as a manager, owner or investor of properties all over the United States, you need a partner to develop a strategic plan that will preserve your investment for the long term for the least amount of money.

Atlantic Southern Paving & Sealcoating provides pavement design, maintenance & construction services to the commercial, recreational and industrial markets throughout the United States.

Please find the enclosed proposal and do not hesitate to call us with any questions.

Watch a Video About Us: [CLICK HERE](#)

FDOT Certified Contractor

Proposal: FY24 Road Improvement Prog-CO1 161st H Clean-up Damage

Asphalt Repair(s)-9x10 Patch From Hurricane Clean-up

1. The area under consideration for repair(s) comprises of 90 square feet of deteriorated pavement.
2. There exist 1 areas of repair.
3. Sawcut and remove damaged asphalt.
4. We will excavate repair area to a depth of Inches. We will remove all materials from site.
5. **Pavement Installation:** Apply DOT approved tack coat to promote adhesion between existing asphalt base and new hot asphalt.
6. **Pavement Installation:** Apply DOT approved hot mix asphalt compacted to an average of 2.5 inches.
7. **Compaction:** Rolling and compaction of asphalt using 3-5 ton Vibratory Roller.
8. **Barricading:** All areas will be barricaded before, during and after the project. It is the owner's responsibility to make sure all barricades remain effective after our crews leave the jobsite.

Total Price: \$4,485.00

Price Breakdown: FY24 Road Improvement Prog-CO1 Hurricane Clean-up Damage

Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on November 18, 2024.

Item	Description	Cost
1.	Asphalt Repair(s)-9x10 Patch From Hurricane Clean-up	\$4,485.00
Total:		\$4,485.00

Authorization to Proceed & Contract

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. When signed, this document becomes a contract. E&OE

We understand that if any additional work is required different than what is stated in this proposal/contract, it must be in a new contract or added to this contract. The parties also acknowledge that the time for performance of the work may be impacted by market conditions beyond contractor's control in which event the contract time shall be extended.

Please see all attachments for special conditions that may pertain to aspects of this project.

This price of this contract is based upon completion of the work within thirty days from the date hereof, thus the price is good for a period of up to 30 days from the date listed herein. If the work is not completed within thirty days, and the contractor experiences price increases for materials in excess of those upon which the price of this contract were based as of the date hereof, the contract price shall be increased by the amount of the documented price increase.

Acceptance

We agree to pay the total sum or balance in full upon completion of this project.

40% deposit upon contract.

(A signed proposal and deposit are required prior to scheduling of the work)

Date: _____



Jeff Kurtz | Project Coordinator
Town Of Loxahatchee Groves
155 F Rd
Loxahatchee, FL 33470
projectcoordinator@loxahatcheegrovesfl.gov
C: 561-307-5253
O: 561-793-2418

Mike Dever | Account Manager
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C: 954-789-3129
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F: 954-581-0465
<http://www.atlanticsouthernpaving.com>

Contract Terms & Conditions

1. The owner is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
2. 90% of contract amount and change orders must be paid prior to completing punch list items and/or any changes for additional work required by cities or municipalities.
3. It is understood and agreed that all work is performed "weather permitting".
4. Towing fees, if necessary, billed as actual. Any vehicles left in the construction area at commencement of the work will be relocated on site and billed to the Owner/Authorized Agent
5. Permit fees billed as actual. Processing fees billed in addition to the cost of permit: **\$800.00**

This proposal does not include the cost of permit fees, inspection fees or impact fees which may be required from the various agencies or municipalities having jurisdiction. If Owner/Authorized Agent directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting and fines are the responsibility of the Owner/Authorized Agent.

6. Change orders, additions or extras requested by Owner, Contractor or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All Change Orders must be approved and signed by Management/Board President/Building Owner (whichever applies.)
7. Atlantic Southern Paving & Sealcoating, LLC will not be responsible for paint adhesion to curb, car stops and previously painted concrete that have not been pressured cleaned.
8. Cannot guarantee sealcoat longevity where there is standing water. Cracks in pavement will still be noticeable after sealcoating. Tire turning marks will be visible at first, but will disappear over time.
9. **Line Striping:** If there are existing car stops on the property, the new line striping of the parking stalls will not be installed beyond the car stop(s) unless they are removed. The striping machine cannot fit between the car stops. If you would like the existing car stops removed during the striping phase, there will be additional costs associated with this scope of work. It is the owner's responsibility to inform ASP if this is desired prior to commencement of the project.
10. **Asphalt Repairs/Paving:** If the actual asphalt is determined to be thicker than the proposed depth once the area(s) are excavated, ASP will provide photo documentation showing the additional depth and a change order will be sent to ownership for the additional material.
11. Additional mobilization(s) to be billed at \$2,500 each for **Asphalt Repairs**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
12. Additional mobilization(s) to be billed at \$2,500 each for **Sealcoating**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
13. Additional mobilization(s) to be billed at \$2,500 each for **Concrete Services**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
14. Additional mobilization(s) to be billed at \$5,000 each for **Paving**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing. Atlantic Southern Paving will provide a schedule to be approved by Owner prior to any additional mobilizations
15. **If ASP is performing milling and/or paving, the customer acknowledges that this work will not result in new elevations/grades. This means that any existing ponding water will not be rectified by performing this scope of work. It is the owner's responsibility to notify the account manager if there is ponding water. The only method to improve standing water is to perform additional rock and grading work which will be an additional cost.**
16. Atlantic Southern Paving & Sealcoating, LLC cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
17. **ATLANTIC SOUTHERN PAVING & SEALCOATING, LLC will not accept responsibility for reflective cracking of**

Proposal: FY24 Road Improvement Prog-CO1 161st H

Clean-up Damage

new asphalt overlay due to the cracked condition of the existing asphalt pavement.

18. Owner agrees to pay asphalt over-runs at \$175.00 per ton.
19. Pricing does not include asphalt leveling unless stated otherwise in the original scope of work. Owners agrees to leveling at \$205.00 per ton
20. **Crack Sealing:** Hairline cracks, alligatored or spider web cracks or other failing asphalt areas cannot and will not be crack sealed. Crack sealing is designed to keep water out, not in, so ground water is subject to seep from wet areas.
21. All underground utilities including electrical, plumbing and irrigation lines if damaged or broken are the responsibility of the owner and not Atlantic Southern paving. If Atlantic Southern Paving needs to repair damages, the costs will be billed to the owner as a change order.
22. Atlantic Southern Paving and Sealcoating, LLC will not be responsible for trafficking, paint tracking or damage to cars or persons trespassing in designated construction areas.
23. Plans, engineering, layout, testing, bonds and as-builts by others.
24. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.
25. This proposal, including all terms and conditions, shall become a legally binding attachment to any contract entered into between Atlantic Southern Paving & Sealcoating, LLC and the financially responsible company for which the work will be performed.
26. In the event of a dispute regarding this contract, the prevailing party agrees to pay reasonable attorney fees, collection costs and all related costs incurred until such dispute is settled.
27. Atlantic Southern Paving & Sealcoating, LLC will add a 1½% finance charge to any unpaid proper invoice past due at least (30) thirty days.
28. This proposal is based on work being completed during the hours of 8:00AM and 5:00PM, Monday through Thursday, excluding Friday, holidays and weekends.
29. **Asphalt Price Index:** Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference.
30. No warranties are honored unless payment is made in full. Atlantic Southern Paving and Sealcoating will provide a one year warranty, starting on the last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered under this warranty.

Paving Commercial | Owner Responsibility & Conditions

1. **Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles. ***There will be additional costs if we are unable to access the work area billed at a minimum of (\$5,000 for Paving)***
2. **Site Services:** The property is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
3. **Rain:** If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where sealer has not bonded.
4. **Sprinklers:** should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.
5. **Drainage:** Atlantic Southern Paving and Sealcoating cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
6. **Asphalt Over-Runs:** will be billed to owner at \$175.00 per ton.
7. Pricing does not include asphalt leveling unless stated otherwise in the original scope of work. Owners agrees to leveling at \$205.00 per ton.
8. **Reflective Cracking:** Atlantic Southern Paving and Sealcoating will not accept responsibility for reflective cracking

Proposal: FY24 Road Improvement Prog-CO1 161st H

Clean-up Damage

of new asphalt overlay due to the cracked condition of the existing asphalt pavement

9. **Asphalt Price Index:** Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference.
10. De-mucking and removal of unsuitable materials not included.
11. **Driving on Surface:** Once you start driving on paved/sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on a freshly paved/sealed asphalt surface, scuffing and turn marks will be evident, ***no worries in time they will blend in with surrounding surface.***

Warranty & Conditions

1. **Asphalt Price Index:** Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference.
2. All work will be warranted for a period of (1) one year from date of installation on materials and workmanship, **except cracks.**
3. All material guaranteed to be installed exactly as specified.
4. Due to unforeseeable conditions during excavation, depths may go deeper than anticipated. A change order may be necessary should this occur.
5. Any necessary permits or permit fees are owners' responsibility.
6. **NOTE: This proposal may be withdrawn by us if not accepted within 20 days.**
7. The cost of and obtaining of all permits, bonds, stakeouts, cut sheets, layout engineering, testing, etc. are excluded.
8. If, after being made aware of undesirable sub-base or base coarse conditions, the owner or owner agent insists on the installation of any part of the pavement without authorizing corrective action, our firm will not be responsible for any subsequent pavement failures, and will be paid as stated in the contract. Our firm shall not be liable for any failure to undertake or complete the work for causes beyond our control.
9. Unless weekend work is clearly identified in the proposal, price is for work to be completed during the week (Monday-Friday). Night or weekend work available at additional cost.
10. **Existing Surface:** The existing surface will be expected to support the weight of all required construction equipment. In the event that due to poor sub-grade conditions sinking may occur when we drive onto your site, Our firm will not be held responsible for damages to any concrete or asphalt due to the weight of our trucks & equipment.
11. Our firm assumes no liability for damage to any utilities such as but not limited to gas, electric, plumbing, phone, cable, dog fencing, sprinklers, culvert pipes, etc.

Please click any of the links below to view and print all documents.

Company Attachments

[COI 2024](#)

Paving Proposal

Town Of Loxahatchee Groves

Jeff Kurtz

Project:

FY24 Road Improvement Program-CO2 Bryan Apron

155 F Rd
Loxahatchee, FL 33470



Mike Dever
Account Manager

Our Company

Company Info



Atlantic Southern Paving and Sealcoating
6301 W Sunrise Blvd
Sunrise, FL 33313

P: 954-581-5805
F: 954-581-0465

<http://www.atlanticsouthernpaving.com>

Contact Person

Mike Dever
Account Manager
mdever@atlanticsouthernpaving.com
Cell: 954-789-3129
Office 954-581-5805 Ext 235

About Us

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Atlantic Southern Paving & Sealcoating provides pavement design, maintenance & construction services to the commercial, recreational and industrial markets throughout the United States.

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FDOT Certified Contractor

Asphalt Repair(s)-22x18 Bryan Apron Repairs

1. The area under consideration for repair(s) comprises of 396 square feet of deteriorated pavement.
2. There exist 1 areas of repair.
3. Sawcut and remove damaged asphalt.
4. We will excavate repair area to a depth of Inches. We will remove all materials from site.
5. **Pavement Installation:** Apply DOT approved tack coat to promote adhesion between existing asphalt base and new hot asphalt.
6. **Pavement Installation:** Apply DOT approved hot mix asphalt compacted to an average of 2.5 inches.
7. **Compaction:** Rolling and compaction of asphalt using 3-5 ton Vibratory Roller.
8. **Barricading:** All areas will be barricaded before, during and after the project. It is the owner's responsibility to make sure all barricades remain effective after our crews leave the jobsite.

Total Price: \$5,827.00

Price Breakdown: FY24 Road Improvement Program-C Bryan Apron

Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on November 21, 2024.

Item	Description	Cost
1.	Asphalt Repair(s)-22x18 Bryan Apron Repairs	\$5,827.00
Total:		\$5,827.00

Authorization to Proceed & Contract

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. When signed, this document becomes a contract. E&OE

We understand that if any additional work is required different than what is stated in this proposal/contract, it must be in a new contract or added to this contract. The parties also acknowledge that the time for performance of the work may be impacted by market conditions beyond contractor's control in which event the contract time shall be extended.

Please see all attachments for special conditions that may pertain to aspects of this project.

This price of this contract is based upon completion of the work within thirty days from the date hereof, thus the price is good for a period of up to 30 days from the date listed herein. If the work is not completed within thirty days, and the contractor experiences price increases for materials in excess of those upon which the price of this contract were based as of the date hereof, the contract price shall be increased by the amount of the documented price increase.

Acceptance

We agree to pay the total sum or balance in full upon completion of this project.

40% deposit upon contract.

(A signed proposal and deposit are required prior to scheduling of the work)

Date: _____



Jeff Kurtz | Project Coordinator
Town Of Loxahatchee Groves
155 F Rd
Loxahatchee, FL 33470
projectcoordinator@loxahatcheegrovesfl.gov
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F: 954-581-0465
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Contract Terms & Conditions

1. The owner is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
2. 90% of contract amount and change orders must be paid prior to completing punch list items and/or any changes for additional work required by cities or municipalities.
3. It is understood and agreed that all work is performed "weather permitting".
4. Towing fees, if necessary, billed as actual. Any vehicles left in the construction area at commencement of the work will be relocated on site and billed to the Owner/Authorized Agent
5. Permit fees billed as actual. Processing fees billed in addition to the cost of permit: **\$800.00**

This proposal does not include the cost of permit fees, inspection fees or impact fees which may be required from the various agencies or municipalities having jurisdiction. If Owner/Authorized Agent directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting and fines are the responsibility of the Owner/Authorized Agent.

6. Change orders, additions or extras requested by Owner, Contractor or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All Change Orders must be approved and signed by Management/Board President/Building Owner (whichever applies.)
7. Atlantic Southern Paving & Sealcoating, LLC will not be responsible for paint adhesion to curb, car stops and previously painted concrete that have not been pressured cleaned.
8. Cannot guarantee sealcoat longevity where there is standing water. Cracks in pavement will still be noticeable after sealcoating. Tire turning marks will be visible at first, but will disappear over time.
9. **Line Striping:** If there are existing car stops on the property, the new line striping of the parking stalls will not be installed beyond the car stop(s) unless they are removed. The striping machine cannot fit between the car stops. If you would like the existing car stops removed during the striping phase, there will be additional costs associated with this scope of work. It is the owner's responsibility to inform ASP if this is desired prior to commencement of the project.
10. **Asphalt Repairs/Paving:** If the actual asphalt is determined to be thicker than the proposed depth once the area(s) are excavated, ASP will provide photo documentation showing the additional depth and a change order will be sent to ownership for the additional material.
11. Additional mobilization(s) to be billed at \$2,500 each for **Asphalt Repairs**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
12. Additional mobilization(s) to be billed at \$2,500 each for **Sealcoating**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
13. Additional mobilization(s) to be billed at \$2,500 each for **Concrete Services**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.
14. Additional mobilization(s) to be billed at \$5,000 each for **Paving**. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of contractor or repairs to work caused by trespassing. Atlantic Southern Paving will provide a schedule to be approved by Owner prior to any additional mobilizations
15. **If ASP is performing milling and/or paving, the customer acknowledges that this work will not result in new elevations/grades. This means that any existing ponding water will not be rectified by performing this scope of work. It is the owner's responsibility to notify the account manager if there is ponding water. The only method to improve standing water is to perform additional rock and grading work which will be an additional cost.**
16. Atlantic Southern Paving & Sealcoating, LLC cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
17. **ATLANTIC SOUTHERN PAVING & SEALCOATING, LLC will not accept responsibility for reflective cracking of**

new asphalt overlay due to the cracked condition of the existing asphalt pavement.

18. Owner agrees to pay asphalt over-runs at \$175.00 per ton.
19. Pricing does not include asphalt leveling unless stated otherwise in the original scope of work. Owners agrees to leveling at \$205.00 per ton
20. **Crack Sealing:** Hairline cracks, alligatored or spider web cracks or other failing asphalt areas cannot and will not be crack sealed. Crack sealing is designed to keep water out, not in, so ground water is subject to seep from wet areas.
21. All underground utilities including electrical, plumbing and irrigation lines if damaged or broken are the responsibility of the owner and not Atlantic Southern paving. If Atlantic Southern Paving needs to repair damages, the costs will be billed to the owner as a change order.
22. Atlantic Southern Paving and Sealcoating, LLC will not be responsible for trafficking, paint tracking or damage to cars or persons trespassing in designated construction areas.
23. Plans, engineering, layout, testing, bonds and as-builts by others.
24. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.
25. This proposal, including all terms and conditions, shall become a legally binding attachment to any contract entered into between Atlantic Southern Paving & Sealcoating, LLC and the financially responsible company for which the work will be performed.
26. In the event of a dispute regarding this contract, the prevailing party agrees to pay reasonable attorney fees, collection costs and all related costs incurred until such dispute is settled.
27. Atlantic Southern Paving & Sealcoating, LLC will add a 1½% finance charge to any unpaid proper invoice past due at least (30) thirty days.
28. This proposal is based on work being completed during the hours of 8:00AM and 5:00PM, Monday through Thursday, excluding Friday, holidays and weekends.
29. **Asphalt Price Index:** Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference.
30. No warranties are honored unless payment is made in full. Atlantic Southern Paving and Sealcoating will provide a one year warranty, starting on the last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered under this warranty.

Paving Commercial | Owner Responsibility & Conditions

1. **Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles. ***There will be additional costs if we are unable to access the work area billed at a minimum of (\$5,000 for Paving)***
2. **Site Services:** The property is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
3. **Rain:** If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where sealer has not bonded.
4. **Sprinklers:** should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.
5. **Drainage:** Atlantic Southern Paving and Sealcoating cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
6. **Asphalt Over-Runs:** will be billed to owner at \$175.00 per ton.
7. Pricing does not include asphalt leveling unless stated otherwise in the original scope of work. Owners agrees to leveling at \$205.00 per ton.
8. **Reflective Cracking:** Atlantic Southern Paving and Sealcoating will not accept responsibility for reflective cracking

of new asphalt overlay due to the cracked condition of the existing asphalt pavement

9. **Asphalt Price Index:** Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference.
10. De-mucking and removal of unsuitable materials not included.
11. **Driving on Surface:** Once you start driving on paved/sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on a freshly paved/sealed asphalt surface, scuffing and turn marks will be evident, ***no worries in time they will blend in with surrounding surface.***

Warranty & Conditions

1. **Asphalt Price Index:** Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference.
2. All work will be warranted for a period of (1) one year from date of installation on materials and workmanship, **except cracks.**
3. All material guaranteed to be installed exactly as specified.
4. Due to unforeseeable conditions during excavation, depths may go deeper than anticipated. A change order may be necessary should this occur.
5. Any necessary permits or permit fees are owners' responsibility.
6. **NOTE: This proposal may be withdrawn by us if not accepted within 20 days.**
7. The cost of and obtaining of all permits, bonds, stakeouts, cut sheets, layout engineering, testing, etc. are excluded.
8. If, after being made aware of undesirable sub-base or base coarse conditions, the owner or owner agent insists on the installation of any part of the pavement without authorizing corrective action, our firm will not be responsible for any subsequent pavement failures, and will be paid as stated in the contract. Our firm shall not be liable for any failure to undertake or complete the work for causes beyond our control.
9. Unless weekend work is clearly identified in the proposal, price is for work to be completed during the week (Monday-Friday). Night or weekend work available at additional cost.
10. **Existing Surface:** The existing surface will be expected to support the weight of all required construction equipment. In the event that due to poor sub-grade conditions sinking may occur when we drive onto your site, Our firm will not be held responsible for damages to any concrete or asphalt due to the weight of our trucks & equipment.
11. Our firm assumes no liability for damage to any utilities such as but not limited to gas, electric, plumbing, phone, cable, dog fencing, sprinklers, culvert pipes, etc.

Please click any of the links below to view and print all documents.

Company Attachments

[COI 2024](#)

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

**AGENDA MEMO**

TO: Town Council

FROM: Richard Gallant, Public Works Director

VIA: Francine L. Ramaglia, Town Manager

DATE: December 3, 2024

SUBJECT: Resolution No. 2024-92 Change Order Additions To Johnson Davis Purchase Order Resolution 2024-14 For Additional Unforeseen Work

Background:

The Public Works Department obtained a purchase order under Resolution 2024-14 in the amount of \$136,640 to replace the 96” culvert on F Rd connecting 12th Place North with F Rd. A resident requested the culvert be extended from 40 foot to 60 foot requiring the 24-inch culvert under 12th Place North be replaced as well. The change order (#1) request for \$63,600, paid by a resident as a donation, was made from the vendor Johnson Davis on August 6, 2024 through Resolution 2024-55. Upon commencement of the project, a 18” culvert was discovered buried in the canal bank providing drainage to the east side of F Rd. Due to its condition and location, it will need to be replaced and repositioned. The contractor, Johnson-Davis has provided the proposal to complete this emergency work. The change order (#2) amount is \$25,020.00 and includes road repair, MOT, and striping as well an upgraded 24” culvert pipe.

Recommendations: Move that Town Council adopt *Resolution No. 2024-92* approving the change order #2 for this project with Johnson Davis in the amount of \$25,020.00.

TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2024-92

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING CHANGE ORDER NO. 2 TO THE SCOPE AND PRICING FOR INSTALLATION OF A BRIDGE CULVERT AT 12th PLACE NORTH AND F ROAD; AUTHORIZING THE TOWN MANAGER 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 AN THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2022-75, adopted by Town Council on November 1, 2022, the Town entered into an agreement with Johnson-Davis, Inc. utilizing the City of Boynton Beach BID No. 019-2821-19/IT: Repairs and Emergency Services for Water Distribution, Wastewater Collection and Storm Water Utility Systems; and

WHEREAS, the term of the Contract was renewed by the City of Boynton Beach for a term beginning May 8, 2023 and ending May 7, 2024; and

WHEREAS, by Resolution No. 2022-75, Town Council gave authorization to utilize the Contract so long as it remains in effect, including renewals or extensions and gave authorization for the Mayor to execute any and all documents to implement the use of the Contract; and

WHEREAS, the Town and the vendor entered into an Amendment on August 7, 2023, extending the term of the Agreement through May 7, 2024, consistent with the terms of Resolution No. 2022-75; and

WHEREAS, by Resolution No. 2024-14, Town Council approved the scope and pricing for installation of a bridge culvert at 12th Place North and F Road (the “Project”); and

WHEREAS, by Resolution No. 2024-55, Town Council approved change order scope to include a culvert extension and pipe replacement to accommodate an adjacent resident, the cost of which was paid by the resident; and

WHEREAS, the Town desires to amend the scope of the Project to remove and replace a drainage pipe discovered during the course of the project, as stated in the Change Order No. 2 attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the Town Council has determined that Change Order No. 2 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 approves Change Order No. 2 to its Agreement with Johnson-Davis, Inc. utilizing pricing under Boynton Beach BID No. 019-2821-19/IT for installation of a bridge culvert at 12th Place North and F Road attached hereto as Exhibits “A”.

Section 3. The Town Manager is authorized to execute any and all documents to implement Change Order No. 2 attached hereto 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.

Councilmember _____ offered the foregoing resolution, Councilmember _____ seconded the motion, and it was put to a vote.

[Remainder of this page intentionally left blank]

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 3rd DAY OF DECEMBER 2024.

**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

CHANGE ORDER NO. 2

THIS CHANGE ORDER (“Change Order”) is made on the ____ day of _____, 20__, between the **Town of Loxahatchee Groves**, a Florida municipal (“Town”) and Johnson Davis, Inc., a Florida corporation (“Contractor”).

1.0 Agreement:

This Change Order is issued pursuant to the Agreement between the Town and the Contractor, dated November 1, 2022 authorized by the Town Council on November 1, 2022, Resolution No. 2022-75 (“Agreement”). And Work Order No. N/A authorized by Town Council on April 2, 2024, Resolution No. 2024-14 (“Work Order”).

2.0 Project Description:

The project is generally described in the Agreement or Work Order as: Replacement and relocation of 12th PI N and F Rd Culvert (the “Project”).

3.0 Scope

Under this Change Order, the Contractor will provide goods and services for the Project as detailed in the **Contractor’s proposal attached hereto and incorporated herein as Exhibit “1”**. If Contractor’s proposal contemplates direct purchase of goods by the Town, the proposal includes a Purchase Order Request. A description of the change to the Scope of Work is as follows: Contractor to remove road section from F Rd, remove the existing 18” culvert and replacing with a realigned 24” culvert provided by the Town.

4.0 Schedule

This Change Order shall be effective when executed by both parties. This Change Order shall impact the Project time as follows:

XX No Change ___ Extended ___ Decreased by ___ work days

5.0 Compensation

Price of Project: \$ 136,640.00,

Current Price of Agreement or Work Order (including previous Change Orders): \$200,240.00

Price of this Change Order: \$ 25,020.00

New total Contract or Work Order Price: \$ 225,260.00

Basis of Price Change: **XX** Unit Price ___ Time & Material ___ Lump Sum

6.0 Release and Warranty

The Contractor and the Town agree that this Change Order represents the complete agreement of the parties with respect to these matters as of the date of this Change Order. By approving this Change Order, the Contractor releases any and all claims that it may have against the Town under the subject contract including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this Change Order except those claims made in writing to the Town prior to the effective date of this Change Order. The Contractor also hereby extends the warranties expressed in the Agreement and/or Work Order to the work authorized under this Change Order.

7.0 Town Authorization

This Change Order is not effective until approved by either the Town Manager or Town Council.

9.0 Compliance

Contractor attests that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have made and executed this Change Order as of the day and year set forth above.

CONTRACTOR:

By: _____

[Corporate Seal]

Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF _____)

Subscribed before me by means of [] physical presence or [] online notarization, this ____ day of _____, 20__, by _____, as _____ of _____, [] who is personally known to me or [] who produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____ (Contractor) to the same.

(Signature of Notary Public-State of Florida)

(Print, type, or stamp commissioned name of Notary public)

TOWN OF LOXAHATCHEE GROVES

ATTEST:

By: _____

Town Clerk

Name: _____

Approved as to form and legal sufficiency:

Title: _____

Office of the Town Attorney

24" Pipe Crossing F Road



Johnson Davis Inc.

604 Hillbrath Dr.
Lantana, FL 33462

Contact: Jim Amsler
Email: jamsler@johnsondavis.com
Cell: 561-356-0162

Quote To: Town of Loxahatchee Groves
Richard Gallant
Email: rgallant@loxahatcheegrovesfl.gov
Phone
Bid Date: 11/25/2024

Job Name: 24" Pipe Crossing F Road
Date of Plans: N/A
Revision Date: N/A

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
200	REMOVE EXISTING 18" PIPE	30.00	LF	30.00	900.00
205	MAINTANENCE OF TRAFFIC	1.00	LSU	2,500.00	2,500.00
210	INSTALL NEW 24" PIPE	40.00	LF	316.00	12,640.00
220	REMOVE AND RESTORE ASPHALT	45.00	SY	164.00	7,380.00
230	THERMO STRIPING	1.00	LSU	1,600.00	1,600.00

GRAND TOTAL

\$25,020.00

NOTES:

- * All MOT costs by Prime Contractor.
- * Bond premium is not included in our proposal. J-D Bond rate is 1.5%.
- * Progress payments and Final payment to J-D shall be in accordance with Florida Statute 337.11.

Thank you and Good Luck!

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



AGENDA MEMO

TO: Board of Supervisors Loxahatchee Groves Water Control District

FROM: Francine L. Ramaglia, Town Manager

DATE: December 3, 2024

SUBJECT: Consideration of Ordinance 2024-16 (Ch. 46 “Special Districts”)

Background: Attached is the agenda memorandum and proposed ordinance that is to be considered by the Town Council in reference to amendments to Chapter 46 “Special Districts”. The Board is asked to recommend the adoption of the proposed ordinance by the Town Council.

Recommendation: Motion to recommend to the Town Council approval of *Ordinance No. 2024-16*.

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Glen J. Torcivia, Town Attorney

DATE: December 3, 2024

SUBJECT: Ordinance 2024-16 First Reading (Ch. 46 “Special Districts”)

Background: Attached is the proposed ordinance in legislative format and a copy of the ordinance showing in yellow highlight the language changes made since the last presentation of this item to the Council. Adjustments have been made to the Ordinance based upon the Council’s comments at the last meeting. Those adjustments include a revision to what constitutes a violation to ensure existing works that were properly permitted will not be subject to a violation because they do not meet current or newly adopted standards. All works would be subject to a violation if they were adversely restricting the normal conveyance of water or otherwise adversely impacting the district, its operations or any of its works.

Based on Council’s previous discussion of this matter at the November 12th meeting, it is proposed the definition of normal conveyance and failure of a drainage works be included in the uniform standards which are referenced by the ordinance and will be brought forward for adoption rather than including such definitions in the ordinance itself. Other changes include specifically identifying removal of works, by the district as a potential remedy along with repairing or replacing the works. In response to concerns about the response time to a violation notice being too short, the time frame was increased from 10 days to 30 days. The “grandfathering” in of permitted non-conforming well-functioning existing works and the additional time given for an initial response to a complaint may alleviate concerns about potential abuse of the powers granted under the ordinance.

As the Council is aware, the special acts that provided for the duties and other provisions governing the Loxahatchee Groves Water Control District (“District”) became an ordinance of the Town when the District became a dependent district and are set forth in the Town’s Code of Ordinances as Chapter 46 “Special Districts”. To ensure proper drainage in the Town, the safety of its residents, and the protection of both public and private property, the Town must have the ability to address substandard and failing private culverts, to repair, replace, or remove the same if the responsible property owner(s) fails to correct such deficiencies, and to charge the costs of

this abatement to the owner. Chapter 46 includes these powers, but is lacking procedures to accomplish the same. Revisions to Chapter 46 include the following: (1) reorganize Chapter 46 to be user friendly; (2) ensure that its procedures and protections for property owners are legally sufficient; (3) include a voluntary culvert special assessment assistance program for residents; (4) removal of “including but not limited to” language; and (5) add other updates (collectively “Culvert Ordinance”). The revised Ordinance attempts to strike a fair balance between (1) providing the Town with adequate tools to address the multitude of situations that may arise that affect drainage and public safety within the Town and (2) protecting private property rights through reasonable regulations and due process protections.

Some of the substantial revisions are highlighted below:

1. Section 46-1 “In general”:
 - a. Subsection (d) - For legal and other purposes, **new** language clarifies the relationship between the Town and the District as it relates to the implementation and enforcement of the Ordinance.
 - b. Subsection (e) - The current ordinance uses certain key words, but does not define those words. **New** language has been added to provide residents clear guidance regarding how these key words are defined.
2. Section 46-2 “General powers of the district”:
 - a. Chapter 46 currently allows for a single entity to represent all property owners who use the same culvert, but it does not address all owners’ responsibilities to maintain the culvert. **New** language requires a maintenance agreement which puts all affected property owners on notice of their responsibilities so the maintenance of the private culvert does not fall on the Town or an unsuspecting property owner.
 - b. **New** language clarifies the district’s authority to require and issue permits for any connections to district works. This authority is pursuant to section 298.28, Florida Statutes.
3. Section 46-3 “Enforcement of drainage work violations”:
 - a. Chapter 46 currently authorizes the District to (1) notify a property owner of a violating culvert (i.e., restricting drainage, not in accordance with uniform standards, not permitted as required by uniform standards); (2) give the owner a set number of days to fix the issue (e.g. 30 days, 60 days); (3) enter the property, if not timely fixed by the owner, and perform the work; and (4) assess the a lien against the property for the costs of the work. **New** language addresses due process protections for property owners such as: proper notice of the violation, the right to appeal the violation before the special magistrate, proper procedures/protections for such appeal, a requirement that owners be given a reasonable amount of time to comply the violation, etc.
 - b. Chapter 46 currently authorizes the District to assess properties when the Town abates a private culvert violation. **New** language provides a more detailed legal basis for such assessments. See subsection (c).
 - c. Chapter 46 currently authorizes the District to address emergency situations but does not include detailed procedures. **New** language provides needed procedures and protections for property owners.

4. Section 46-4 “Financial and additional assessment powers of district”: Subsection (d) of this section provides the Town with a **New** voluntary culvert special assessment assistance program. This program provides a process whereby a property owner may secure financing through the Town via special assessments to help make a culvert replacement financially possible for the owner.

Recommendation: Motion to approve *Ordinance No. 2024 –16* on First Reading.

ORDINANCE NO. 2024-16

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 46 “SPECIAL DISTRICTS” TO REORGANIZE AND UPDATE ITS PROVISIONS, TO PROVIDE ADDITIONAL DUE PROCESS PROTECTIONS FOR PROPERTY OWNERS CITED FOR DRAINAGE WORKS VIOLATIONS, TO PROVIDE LEGAL PROCEDURES FOR THE ASSESSMENT OF ABATEMENT COSTS, TO PROVIDE A VOLUNTARY CULVERT SPECIAL ASSESSMENT ASSISTANCE PROGRAM FOR THE REPAIR, REPLACEMENT, CONSTRUCTION AND/OR MAINTENANCE OF PRIVATELY OWNED CULVERTS, CULVERT CROSSINGS, AND/OR CULVERT BRIDGES, TO REMOVE HAULING PERMITTING PROVISIONS, AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves, Florida (“Town”), is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Loxahatchee Groves Water Control District (“District”) was an independent special district of the State of Florida until it was dissolved in 2018 and transferred to the Town as a dependent special district; and

WHEREAS, the District provides surface water management, road maintenance, and related services for the Town; and

WHEREAS, the special acts that provided for the duties and other provisions governing the District became ordinances of the Town when the District became dependent and are set forth in the Town’s Code of Ordinances as Chapter 46; and

WHEREAS, such ordinances require reorganization to allow for easier access to the District’s procedures and responsibilities and a more efficient and practical structure for the same; and

WHEREAS, drainage works include culverts, culvert crossings, culvert bridges, bridges, swales, drainage ditches, canals, or other drainage systems that connect with or cross over any of the works of the district, or lie within the rights-of-way of the town; and

WHEREAS, the Town continues to be concerned with privately owned and maintained drainage works that are deteriorating, improperly constructed, or otherwise adversely impacting the District, its operations, or any of its works; and

WHEREAS, drainage works play a crucial role in managing the flow of water around and beneath private property and public roadways and other rights-of-way and draining runoff and stormwater out of the town’s residential properties; and

WHEREAS, failing drainage works create poor drainage, flooding issues and water quality problems for the Town’s agricultural, residential and commercial properties; and

WHEREAS, often times, the cost for repairs, removal and/or replacements of drainage works is too expensive for individual landowners to undertake and, as a result, such drainage works remain in disrepair and continue to cause problems to the District’s operations; and

WHEREAS, when a drainage works is adversely impacting the District, its operations, or any of its works, the District requires an efficient and effective process to quickly address and correct the deficiencies causing the impact; and

WHEREAS, the District has the power to levy assessments pursuant to Chapter 298, Florida Statutes and as otherwise authorized by other laws including but not limited to its existing ordinances; and

WHEREAS, the Town wishes to amend Chapter 46 “Special Districts” to include a process whereby private landowners may engage the District to manage payments to the contractor procured by the landowner(s) to repair and/or replace privately owned culverts that are adversely impacting the District and to charge the affected landowner(s) a special assessment(s) to pay for such work, including an administrative fee (the “Culvert Special Assessment Assistance Program”); and

WHEREAS, the Town wishes to amend Chapter 46 to also provide additional due process protections for property owners cited for drainage works violations and to include additional legal and procedural support for special assessments for the abatement of violations; and

WHEREAS, in accordance with Florida law, special assessments will only be assessed if the services performed by the District confer a special benefit on the property assessed and the assessment is fairly and reasonably apportioned among the properties that receive the special benefit; and

WHEREAS, the District’s Board of Supervisors reviewed and considered this ordinance on the ____ day of _____, 2024 and recommended the Town Council’s approval of the ordinance as herein written; and

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

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

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

Section 2. The Town of Loxahatchee Groves hereby amends Chapter 46 “Special Districts” by reorganizing and amending the Chapter to read as follows:

Chapter 46 – SPECIAL DISTRICTS**ARTICLE I. – LOXAHATCHEE GROVES WATER CONTROL DISTRICT****DIVISION 1. – GENERAL PROVISIONS.****Sec. 46-1. – In general Loxahatchee Groves Water Control District.**

- (a) *Name and duration of district.* The district is a dependent district of the town. The name of the district shall be Loxahatchee Groves Water Control District, hereinafter referred to as the “district.” The corporate life of the district is extended perpetually.
- (b) *Board of supervisors.* The town council shall serve as the board of supervisors for the district.
- (c) *Levy of assessments of land less than one acre.* In the levying and assessing of all assessments by the district, created under F.S. ch. 298, each tract or parcel of land less than one acre in area shall be assessed as a full acre.
- (d) *Coordination with town.* In accordance with F.S. ch. 298 and to make the most efficient use of its powers, the district will cooperate and coordinate its activities with the town. Based on this premise and for mutual advantage, the district may coordinate with the town to administer the district’s programs and responsibilities set forth in this chapter. Such coordination shall be in the form of a written agreement signed by both parties. When a valid agreement exists, and the town is charged with enforcing or administering any provision of this chapter, the term “district” shall also include “town” where applicable to perform such agreement. The district shall retain ultimate control and supervision over matters of the district.
- (e) *Definitions.* As used in this division, the following terms shall have the meanings ascribed thereto by this section unless the context clearly requires otherwise:

“Adversely impacts” means having a negative effect on, such as, restricting the normal conveyance of water, increasing flooding, erosion and/or sedimentation, or increasing the cost of public services, as determined in the reasonable discretion of the district.

“Culvert” means a capital improvement comprised of a pipe, channel, tunnel, or other drainage feature or structure and related facilities including baffles, drainage structures, endwalls, etc. intended to direct the flow of stormwater under, around, or through driveways, roads, trails, or other obstructions.

“Drainage Works” means culverts, culvert crossings, culvert bridges, bridges, swales, drainage ditches, canals, or other drainage systems that connect with or cross over any of the works of the district, or lie within the rights-of-way of the town.

“Property Owner” means, collectively, all of the record owners of the subject property.

Sec. 46-2. – General powers of the district.

(a) ~~(4)~~ Exercise of powers. ~~To the extent permitted by law, the powers granted in this divisionsection may be exercised without the necessity of modifying or amending the water control plan for the district.~~ ~~(5)~~ Unless otherwise required by law or this chapter, the powers set forth in this divisionsection shall be exercised by resolution adopted by a majority of the membership of the board of supervisors.

(b) ~~(d)~~ Powers of the district.Roads.

(1) Road maintenance, etc.

- a. In addition to the powers provided for in F.S. ch. 298, the district shall have the power to maintain roadways and roads necessary and convenient for the exercise of the powers or duties of the district or the supervisors thereof in coordination with the town; and in furtherance of the purpose and intent of this ~~divisionsection~~ and F.S. ch. 298, in coordination with the town, to maintain roadways and roads necessary and convenient to provide access to and efficient development of areas made suitable and available for cultivation, settlement, and other beneficial use and development as a result of the reclamation operations of the district, including all the roads shown on the replat of the town, as recorded in Plat Book 12, Page 29, Palm Beach County Public Records; and to provide funds for this purpose in its annual levy of district assessments.
- b. ~~(3)~~In addition to the powers of the district, elsewhere provided by general or special law, or ordinance or resolution, the district shall have the power, in coordination with the town, to construct, maintain, improve, and repair roadways and roads necessary and convenient for the exercise of any of the powers or duties of the district or the board of supervisors thereof, including, but not limited to, all the roads shown on the replat of the town, as recorded in Plat Book 12, Page 29, Palm Beach County Public Records, or to provide access to and development of areas within the district, or both; to provide funds for such construction, maintenance, improvement, or repair through the levying of assessments pursuant to F.S. ch. 298, or this ~~divisionsection~~, or both; and to acquire land, including any interest therein, by purchase, gift, exchange, or eminent domain, for such construction, maintenance, improvement, or repair. Notwithstanding anything contained herein, the district's ability, under F.S. ch. 298, to create and assess units of development shall be unaffected.

(2) Road improvement program.–The board of supervisors of the district is hereby authorized, empowered, and permitted, in coordination with the town, to expend funds of the district to pay for surveying, engineering studies, and plans and other related services in preparation of construction documents for the purpose of developing a road improvement program for the construction, maintenance, improvement, and repair of dedicated roads and road rights-of-way, including the swales thereof, within the district.

~~(c)(8)~~Drainage works. The district shall have the power to require maintenance, removal, and/or repairs, including replacement, of any Drainage Worksswale, drainage ditch, culvert, or canal connecting to any of the works of the district where lack of such maintenance such Drainage Works adversely impacts the district, its operations, or any of its works. The board of supervisors shall cause notice to be given to any person owning land on which any such a Drainage Worksareswale, drainage ditch, culvert, or canal is located in the event such maintenance is required, and, if the requested maintenance is not performed within 30 days of said notice, unless extended by the board of supervisors, the district may go upon such property and perform said maintenance and assess the owner of the property for the district's cost thereof.

~~(d)(7)~~Uniform standards. The district shall have the power to adopt, by resolution, a uniform standard for Drainage Workculvert crossings, bridges, culverts, or other drainage systems that connect with or cross over any of the works of, or lie within the rights of way of, the district. The uniform standards adopted by the district shall be consistent with the Town's adopted standards for access. If the district so establishes a uniform standard, the district shall by resolution adopt procedures:

~~(1)a.~~Which shall require notice of such uniform standards to be given to persons owning lands upon which, adjacent to, or, to the best of the district's knowledge, using any Drainage Workculvert crossings, bridges, culverts, or other drainage systems that connect with or cross over any of the works of, or lie within the rights of way of, the district and to such other persons as the board of supervisors shall deem to be necessary or desirable, or both. The uniform standards and any subsequent changes to the uniform standards shall be available for inspection and copying at Town Hall and provided upon request.

~~(2)b.~~Which shall authorize granting permits for Drainage Workculvert crossings, bridges, culverts, or other drainage systems, or pursuant to such uniform standards, and the The district may allow for permits to be applied for by a single landowner, or by multiple landowners, or provided that, in the case of multiple landowners, such landowners may establish a single entity to represent all such landowners to apply for and obtain the permit and construct and maintain the Drainage Works. culvert crossings, bridges, culverts, or other drainage systems. Any such single entity applying for a permit shall be subject to review by the district to ensure that said entity has and shall have the legal authority to assess such landowners for the cost of construction and maintenance of such Drainage Works. All permittees shall enter into a maintenance agreement with the district for the permitted Drainage Works. Such maintenance agreement shall, at a minimum, provide for the landowner's maintenance of the Drainage Works in accordance with this chapter and all other applicable laws, rules and regulations. culverts, drainage systems, culvert crossings, or bridges, that such The single entity's power to assess the landowners shall runs with the land of the landowners creating the entity, and that the district can enforce such assessment power if necessary. Each required maintenance agreement shall be signed by all affected landowners or a person with the legal authority to bind the single entity and shall be recorded in the official records of Palm Beach County, Florida. Such agreement shall run with the land. The form of the maintenance agreement shall be pre-approved by the district's attorney.

~~e. Which shall, except as hereinafter provided, require as to culverts or other drainage systems not less than 60 days' written notice to be given to persons owning lands upon which any culverts or other drainage systems exist in violation of any such uniform standards prior to the taking of any enforcement action by the district. Less than 30 days' notice, in writing or otherwise, of violations of the uniform standards may be provided in emergency situations. If, after such notice pursuant to this subsection, any landowner shall fail to conform to such uniform standards, the district may enter upon such lands and take such action as necessary to cause such violation to be corrected and may assess the owner of such land for the district's costs in connection therewith. Upon the failure of any property owner to pay any assessment levied by the board of supervisors pursuant to subsection (d)(7)d of this section within 30 days of receipt by such owner of notice of said assessment, the district shall have a lien on all lands and premises affected thereby. To the extent permitted by law, such lien shall be superior and paramount to the interest in such land and premises of any owner, lessee, tenant, mortgagee, or other person except the lien of state, county, or district taxes and shall be on a parity with the lien of any such state, county, or district taxes. Such lien shall bear interest at an annual rate equal to the interest rate due on judgments, pursuant to F.S. § 55.03, per year, and shall, until paid, remain in effect in perpetuity.~~

~~d. Which shall provide that in the event any culvert crossing or bridge, whether or not permitted by the district, is determined by the district to be restricting the normal conveyance of water in a district canal, the district shall notify the permit holder of said structure, or if there is no permit on file with the district for said structure, the district shall notify the landowners using such structure that the following options are available regarding the structure:~~

Notwithstanding any provisions contained in this subsection (d7), the ability of the district's board of supervisors under F.S. ch. 298 to create and assess units of development shall be unaffected.

(e) District works permits. The district shall have the authority to require and issue permits for all works within the district and any connections to any district works.

Sec. 46-3. – Enforcement of drainage works violations.

(a) Violations. Any Drainage Works that (1) is not constructed or maintained in accordance with an adopted uniform standard; and (2) is not properly permitted; or (3) restricts the normal conveyance of water or otherwise adversely impacts the district, its operations, or any of its works, is declared a nuisance and a violation of this division.

(b) Options for compliance. The Property Owner may comply the violation, as applicable, as follows:

(1)1- The Drainage Worksstructure may be repaired, by the permit holder or the landowners using the structure, in conformance with current district standards (as determined by a licensed engineer), including obtaining a permit from the district pursuant to its uniform standards and procedures.

(2)2- The Drainage Worksstructure may be abandoned and removed by the permit holder at its expense after prior written notice is provided to the district. ~~or, if the structure has not been permitted, †The district may shall remove the Drainage Worksstructure only if~~

the district secures an affidavit acknowledging abandonment and executed by all interested parties or otherwise through the notice of violation process, and the district shall not be liable to any person or entity that uses such structure for its removal.

~~(3)3-~~ The landowners using such the Drainage Works structure may apply for a permit to construct a conforming replacement structure. This process shall require obtaining a permit issued by the district pursuant to its uniform standards and procedures, said permit to be contingent upon the removal of the nonconforming Drainage Works structure and the construction of a replacement structure at the sole expense of said landowners.

~~(4)4-~~ With respect to subsections (b)(7)d- (1) and (3) of this section, in the event that there are multiple landowners involved, the landowners may establish a single entity as set forth in subsection 46-2(d)(2)(7)b- of this section to represent all such landowners. Prior to a permit being issued, the single entity or all affected landowners shall enter into a maintenance agreement for the Drainage Works. Such maintenance agreement shall, at a minimum, provide for the landowner's maintenance of the Drainage Works in accordance with this chapter and all other applicable laws, rules and regulations. Such agreement shall be signed by all affected landowners or a person with the legal authority to bind the single entity and shall be recorded in the official records of Palm Beach County, Florida. Maintenance agreements shall run with the land. The form of the maintenance agreement must be pre-approved by the district's attorney.

~~(5)5-~~ Alternatively, the affected landowners may pursue the voluntary culvert assessment program set forth in this chapter. request the district, via referendum of the landowners utilizing the structure, upon a majority vote of such landowners, on a per-acre basis, to establish a special taxing unit of all such landowners to pay a special assessment to cover the initial costs, including, but not limited to, engineering fees, removal costs, repair or replacement construction costs, dedication of adjoining road, and permit fees and the structure shall thereafter be a district-owned structure maintained by the district.

~~(6)6-~~ The special magistrate for the town may order any other reasonable requirements to comply the violation(s). The permit holder of a structure restricting the normal conveyance of water in a district canal, or if said structure is unpermitted, the landowners as reasonably determined by the district to be using such structure, shall have 60 days after notice is sent to respond to the district regarding which option set forth in this subsection (7) has been chosen and an additional 120 days to repair or remove said structure.

- (c) Establishment of nuisance abatement special assessment district. The district, in its entirety, as its boundaries exist on the date of enactment of this section and as they may be expanded or contracted from time to time, is hereby declared a drainage works abatement special assessment district for the purposes of repairing, replacing, or removing existing Drainage Works. Individual properties, within the district's boundaries, will be assessed for the costs incurred by the district in repairing, replacing, or removing any Drainage Works that serve such individual properties. The repair, replacement, or removal of Drainage Works that adversely impact the district, its operations or any of its works constitutes a municipal service which specifically benefits the property(ies) upon which the Drainage Works attaches, benefits, or otherwise affects, and the assessment of the costs incurred by the district in repairing, replacing, or removing such Drainage Works against any such property(ies) is deemed fair and reasonable.

The costs incurred by the district in repairing, replacing, or removing Drainage Works shall be levied as a special assessment. The enforcement of this division is supplemental to and outside of Chapter 162, Part I, Florida Statutes.

(d) Enforcement procedure.

(1) Violation found. If a violation is found, the district will notify the Property Owner, as stated upon the last records of the county tax collector or property appraiser, that a nuisance exists which is a violation of this division. The notice shall be provided to the Property Owner by regular and certified mail, return receipt requested, or by hand delivery which shall be effective and complete when delivered. In the event that the mailed notice is returned by the postal authorities or the return receipt is not received by the district within thirty (30) days after mailing, the notice shall be given by physical posting of the notice on the subject property. Notice by posting shall be considered delivered on the date posted. When there is more than one owner, service as herein provided on any one owner shall be sufficient notice.

(2) Notice of violation contents. The notice will notify the Property Owner of the following:

- a. A public nuisance exists on the land and a brief description of the location and the nuisance;
- b. A reasonable time to comply the violation;
- c. The owner has thirty (30) days from the date the notice is delivered to file with the district a written request for a hearing before a special magistrate;
- d. If the owner fails to timely comply the violation and a hearing is not timely requested, the district may have the violation abated at the expense of the owner, including all costs of inspection and administration.
- e. If the district has the violation abated, the costs of the work, together with all costs of inspection, administration, and all other related costs shall be a special assessment lien against the property and shall be equal in dignity to taxes.

(3) Right to appeal; abatement. The Property Owner shall have thirty (30) days from the date the notice is delivered to file with the district a written request for an appeal of the finding of a violation by the district. Failure to timely file a request for an appeal with the district or to appear before the special magistrate shall be deemed a waiver of the Property Owner's rights to appeal the finding of a violation and the district's right to perform the maintenance, repairs, removal, and/or replacement and charge the owner for the same. If an appeal is not timely requested, the district, may, upon the expiration of the time given to comply the violation, reinspect the property to determine whether the nuisance has been abated. If the Property Owner fails to timely abate the nuisance, the district may cause its abatement and charge the Property Owner the costs of such abatement. The costs of the abatement,

including the costs of inspection, administration, and all other related costs, will be assessed against the property as set forth in this section for nuisance assessments.

(4) Appeal. If an appeal is timely requested, enforcement action shall proceed as follows:

- a. Generally. The district will coordinate with the town to use the town's special magistrate to hear these matters on a regularly scheduled agenda. The district shall send a written notice of the hearing date, time, and location to the Property Owner by regular U.S. mail at the mailing address provided by the owner in its request for a hearing.
- b. Procedures. Upon request of the district, a special magistrate hearing shall be scheduled. Minutes shall be kept of all special magistrate hearings. The case shall be presented to the special magistrate, and if the district prevails in prosecuting a case before the special magistrate, it shall be entitled to recover all costs in prosecuting the case before the magistrate and such costs will be included in the lien authorized hereunder. The magistrate shall take testimony from the appropriate staff and alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. At the conclusion of the hearing or a reasonable time thereafter, the special magistrate shall issue an order that includes findings of fact, based on evidence of record, conclusions of law, and proper relief. The order may also include a time to comply as described in this subsection and a fine may be imposed along with the costs of repairs if the order is not complied with. The decision of the special magistrate will be final.
- c. Time to comply. If after hearing testimony and reviewing evidence, the special magistrate determines that the Drainage Works requires maintenance, repairs, removal, and/or replacement and is in violation of this division, administrative costs will be assessed against the owner, and the owner shall have a reasonable time, as determined by the special magistrate, to perform the maintenance, repairs, removal, and/or replacement. After the time to perform the maintenance, repairs, removal, and/or replacement has expired, the district will be authorized to perform the maintenance, repairs, removal, and/or replacement at the expense of the Property Owner. The costs of the abatement including the costs of inspection, administration, and all other related costs will be assessed against the property as set forth in this section for nuisance assessments. After the time to perform the maintenance, repairs, removal, and/or replacement has expired, in the alternative to performing the abatement, the district will have the right to impose a daily fine (up to \$250.00 per day) for each day the violation continues after the time set for compliance. A certified copy of an order imposing a daily fine may be recorded in the public records and thereafter shall be a lien against the property.

(5) Emergencies. If the district finds that a violation poses an immediate hazard to life, property or public safety, the violation may be deemed an emergency. In emergency situations, the time periods for notice and response may be shortened by the district as is reasonable under the circumstances. Emergencies shall be handled as follows:

- a. Notice and hearing. The district will make a reasonable effort to notify the Property Owner and may immediately request a hearing before the special magistrate. The notice shall include a brief description of the violation, time to comply the violation, if appropriate under the circumstances, and the date, time, and location of the hearing. The special magistrate will determine if a violation has occurred, provide a reasonable time to comply (if appropriate), allow the district to abate the violation if the owner fails to timely comply the violation, and charge the Property Owner the costs for such abatement. If the Property Owner fails to attend the hearing or the special magistrate otherwise finds that the situation does not or should not allow for an opportunity for the Property Owner to comply the property, the special magistrate may provide for the district's authority to immediately abate the violation. If the district does not intend to abate the violation, the special magistrate may provide the Property Owner a time to comply the violation and impose a daily fine for each day the property remains in violation past the date set for compliance. The hearing shall be conducted in accordance with the hearing procedures set forth in section 46-3(c)(4) of this Code, and the decision of the special magistrate will be final.
- b. District responsibilities. The district shall not be required to abate any violation, but may voluntarily undertake abatement if authorized to do so by the special magistrate or as authorized elsewhere in this chapter. If the district abates a violation, there is no continuing obligation on the part of the district to make further repairs or to maintain the property or the Drainage Works, and the abatement does not create any liability against the district for any damages to the property.
- c. Costs of abatement. The costs of abatement, including the costs of inspection, administration, and all other related costs, will be assessed against the property as set forth in this section for nuisance assessments.
- d. Notices. Notices under this subsection shall be provided to the Property Owner at the mailing address provided for on the tax collector's or property appraiser's website. Notices shall be delivered either by hand-delivery or by posting and mailing by regular U.S. mail and certified mail, return receipt requested. The notice shall be deemed to have been received on the date of hand-delivery or the earlier of the date the return receipt was signed or ten (10) days after the notice was first posted.

(6) Abatement costs. Abatement costs may include any costs, fees or other expenses reasonably related to the abatement of the conditions which violate this chapter and shall include, at a minimum, enforcement, investigation, inspection, reinspection, removal, repair, replacement, and/or correction of Drainage Works, permitting, surveying, securing easements, legal advice, engineering consultations, other professional consulting fees, and

administrative costs. Administrative costs may include the cost of town staff time reasonably related to enforcement (e.g., site inspections, travel time, investigations, telephone contacts, preparation of reports, notices, correspondence, hearing packets, etc.), mailing costs, copies, and any other reasonable costs incurred in connection with the abatement of the nuisance.

(e) Special Assessments.

(1) Nuisance assessments. Upon the failure of any pProperty oOwner to pay any such abatement assessment within 30 days of receipt by such owner of notice of the assessment, the district shall have a special assessment lien on all lands and premises affected thereby. The costs of the work, together with all costs of inspection, administration and all other related costs shall be a special assessment lien against the affected property(ies). The board of supervisors may, by the adoption of a resolution levying such charges, document such lien(s) in the amount of the charges outstanding, or such greater or lesser amount as the board of supervisors shall decide is just and fair. Assessment of liens levied in this manner may be recorded in the public records of the county. Such lien shall be superior and paramount to the interest in such land and premises of any owner, lessee, tenant, mortgagee, or other person except the lien of state, county, town, or district taxes and shall be on a parity with the lien of any such state, county, town, or district taxes. Such lien shall bear interest at an annual rate equal to the interest rate due on judgments, pursuant to F.S. § 55.03, per year and shall, until paid, remain in effect in perpetuity.

(2) Collection. Assessments may be certified to the tax collector for collection pursuant to the uniform method provided in F.S. § 197.3632, as more specifically set forth in ch. 42 of the Code and section 46-4(b) of this division. In the alternative, the board of supervisors may elect to collect assessments by any other method which is authorized by law.

(3) Daily fines. In the event the special magistrate imposes a daily fine instead of authorizing abatement, any daily fines imposed under this section, together with all costs of inspection, administration, and all other related costs shall be recorded as a lien against the real property. Such lien shall be in lieu of and not be part of the special assessment.

(f) Appeal to circuit court. Any person adversely affected by a final order of the special magistrate pursuant to this section may file an appeal to the Circuit Court of Palm Beach County. Such appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the special magistrate. The appeal shall be filed within thirty (30) days of the execution of the order to be appealed. The filing of an appeal shall not automatically constitute a stay of the proceedings without further action by the court.

Sec. 46-4. – Financial and additional assessment powers of district.

- (a) ~~(6)~~ Generally. The board of supervisors, in the exercise of powers pursuant to this division section, may establish different special assessment areas within the district according to the benefits received, and may revise such areas according to the benefits received from time to time, so as to most equitably provide for the levying of special assessments according to benefits as are deemed desirable by the board of supervisors.
- (b) Uniform Method; collection alternatives. ~~(H)~~ All special assessments levied pursuant to this division section may, in the discretion of the board, be collected pursuant to the Uniform Method set forth in section 197.3632, Florida Statutes, as amended from time to time. The board may follow the procedures for the Uniform Method set forth in chapter 42 of this Code. Using the Uniform Method will allow the special assessments to be collected by the tax collector of the county at the same time as the general county taxes are collected by the tax collector of the county, and the board shall in such event certify to the county tax collector a list of all such special assessments and a description of the lands and names of the owners of the properties against which such special assessments have been levied and the amounts to become due therefrom in the next succeeding year, including any interest thereon for any deficiencies for prior years. The board may in lieu of providing for the collection of said special assessments by the tax collector of the county, provide for the collection of the special assessments by the district under such terms and conditions as the board shall determine. In such event, the bills or statements for the amounts due at any time and from time to time shall be mailed to the owners of all properties affected by such special assessments at such time as the board shall determine. Special assessments may also be collected pursuant to any other available remedy at law or in equity. All charges of the county tax collector or of the district, and the fees, costs, and expenses of any paying agents, trustees, or other fiduciaries for assessment bonds issued under this division section, shall be deemed to be costs of the operation and maintenance of any improvements in connection with which such special assessments were levied and the board shall be authorized and directed to provide for the payment each year of such costs of collection, fees, and other expenses from additional special assessments or from the maintenance tax as provided by general law. Unless otherwise prohibited by law, ordinance, rule or policy, Property Owners who are subject to any special assessment set forth in this division may, at their option, prepay the assessment plus interest, if applicable, in full at any time.
- (c) ~~(9)~~ Formal special assessment district procedures. The board of supervisors of the district, in order to carry out any of ~~the its~~ powers set forth in ~~subsections (d)(3) through (6)~~ of this division section, may levy and impose special assessments against any or all of the real property within the district upon a determination that the construction, maintenance, improvement, repair, removal, or operation of said improvements or services provided to existing improvements provide a benefit to such real property. The assessments shall be imposed upon the property specially benefited by such construction, maintenance, improvement, repair, removal, or operation in proportion to the benefits to be derived therefrom, and the special benefits shall be determined and prorated by a method prescribed by the board of supervisors. The district may use the following procedure to levy special assessments that will apply to more than one (1) parcel:

~~(1)a.~~ The board of supervisors, if it elects to assess a special benefit, shall declare by a resolution the nature of the proposed improvement or the services provided to existing improvements, shall designate the location of the improvement or the service provided to existing improvements, and shall state the part or portion of the expense thereof to be paid by special assessments, the manner in which said assessments shall be made, when said assessments are to be paid, and what part, if any, shall be apportioned to and paid from the funds of the district. The resolution shall also identify the lands upon which the special assessments shall be levied. The resolution shall state the total estimated cost of the improvement or service to be provided to existing improvements.

~~(2)b.~~ Within 30 days after the adoption of the resolution, the board of supervisors shall cause said resolution to be published one time in a newspaper of general circulation in the county.

~~(3)c.~~ Upon the adoption of the resolution, the board of supervisors shall cause to be made an assessment roll in accordance with the method of assessment provided for in said resolution, which assessment roll shall be promptly completed and filed with the records of the board of supervisors. The lands assessed, the amount of the assessment against such lands, and, if said assessment is to be paid in installments, the number of annual installments in which the assessment is divided shall be entered and shown on said assessment roll.

~~(4)d.~~ On the completion of said assessment roll, the board of supervisors shall by resolution fix a time and place at which the owners of the property to be assessed, or any other persons interested therein, may appear before said board of supervisors and be heard as to the propriety and advisability of making such improvements or providing said services, as to the cost thereof, and as to the amount thereof to be assessed against each property so improved. Notice in writing of such time and place shall be given to the ~~p~~Property ~~o~~Owners.

~~(5)e.~~ At a time and place named in the notice provided for in this subsection ~~(c)~~ ~~(d)~~ ~~(9)~~ ~~d~~ of ~~this~~ section, the board of supervisors of the district shall meet as an adjustment board to hear and consider any and all complaints as to the special assessments and shall adjust the assessments on an equitable basis. After the special assessments are so adjusted and approved by resolution, such assessments shall stand confirmed and, until paid, shall remain legal, valid, and binding liens upon the property against which such assessments are made of equal dignity with the lien for county taxes. However, upon completion of the improvement, or provision of service to existing improvements, the board of supervisors shall credit to each of the assessments the difference in the assessment as originally made, approved, and confirmed and the proportionate part of the actual cost of the improvement or service to be paid by special assessments as finally determined on the completion of the improvement or service, but in no event shall the final assessments exceed the amount of benefits originally assessed. Promptly after confirmation, the assessments shall be recorded in the public records of the county and the record of the lien shall constitute prima facie evidence of its validity.

~~(6)f.~~ The special assessments shall be payable at the time and in the manner stipulated in the resolution authorizing the improvement or service. Such assessments shall remain liens, coequal in priority with the lien of county taxes, until paid. Assessments not paid when due shall bear interest at such rates, not in excess of the maximum legal rate, prescribed by the board of supervisors in the resolution.

~~(7)g.~~ Each annual installment of special assessments provided for shall be paid upon the date specified in said resolution, until the entire amount of said assessment has been paid, and, on the failure of any ~~p~~Property ~~o~~Owner to pay any annual installment due or any part thereof, or any interest on any delinquent payment, the district shall have a lien on all lands and premises affected thereby. Such lien shall be superior and paramount to the interest in such land and premises of any owner, lessee, tenant, mortgagee, or other person except the lien of state, county, or district taxes and shall be on a parity with the lien of any state, county, or district taxes. Such lien shall, until paid, remain in effect in perpetuity.

~~(8)h.~~ If any special assessment made under the provisions of this subsection (c) to defray the whole or any part of the expense of any improvement or provision of any service is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or if the board of supervisors of the district is satisfied that any assessment is so irregular or defective that the same cannot be enforced or collected, or if the board of supervisors omitted to make such assessment when it might have done so, the board shall take all necessary steps to cause a new assessment to be made for the whole or any part of any improvement or service provided or against any property benefited by any improvement or service provided, following as nearly as possible the provisions of this subsection (c), and, in case such second assessment shall be annulled, the board of supervisors may obtain and make other assessments until a valid assessment is made.

~~(9)i.~~ An informality or any irregularity in the proceedings in connection with the levy of any special assessment under this subsection (c) shall not affect the validity of the same where the assessment roll has been confirmed by the board of supervisors, and the assessment roll as finally approved and confirmed shall be competent and sufficient evidence that the assessment was duly levied, the assessment was duly made and adopted, and that all other proceedings adequate to the adoption of the assessment roll were duly had, taken, and performed as required by this section; no variance from the directions hereunder shall be held material unless it is clearly shown that the party objecting was materially injured thereby.

~~(10)j.~~ The district may levy assessments using the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments set forth in state statutes. Compliance by the district with the requirements of the statutory Uniform Method shall be deemed to satisfy the procedural requirements in this subsection (~~c9~~).

(d) Voluntary Culvert Special Assessment Assistance Program.

(1) Purpose. This subsection (d) sets forth a procedure wherein residents may seek financial assistance from the district for the repair or replacement of culverts located on private property.

(2) Definitions. ~~Powers of the district.~~ As used in this subsection (d), the following terms shall have the meanings ascribed thereto unless the context clearly requires otherwise:

“Assessed Parcel” means a parcel of real property subject to an assessment under this subsection.

“Assessment Coordinator” means the chief administrative officer of the district, or such person’s designee responsible for coordinating calculation and collection of assessments as provided for in this subsection.

“Assessment Roll” means the list of Assessed Parcels subject to the assessments imposed under this subsection. References to the term “Assessment Roll” shall include, as the context requires, any electronic spreadsheet or database maintained by the district containing a list of Assessed Parcels and the current principal balance imposed against such parcels, as well as the “non-ad valorem assessment roll” contemplated by the Uniform Assessment Collection Act which is certified to the Tax Collector for collection of annual installments of the assessments levied under this subsection.

“Culvert Assessment” means a non-ad valorem special assessment imposed by the board pursuant to this subsection to fund Culvert Improvements. The term “assessment” and the reference to non-ad valorem assessments herein means those assessments which are not based upon millage and which can become a lien against a homestead as permitted by Article X, Section 4 of the State Constitution.

“Culvert Improvements” means the capital facilities surveyed, designed, permitted and constructed, demolished or installed to improve and/or repair Culverts.

“Financing Agreement” means an agreement between the board and the Property Owner providing for the financing of Culvert Improvements and the imposition of a Culvert Assessment against an Assessed Parcel.

“Uniform Assessment Collection Act” means sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

- (3) Initiation of services. A Property Owner who has been notified by the district that his or her culvert is in violation of this division or otherwise has a culvert in disrepair, may apply to the district using a form approved by the district.
- (4) Application. The application shall include, at a minimum:
- a. A copy of the deed or other instrument showing the applicant's current ownership of the property.
 - b. An estimate for the costs of the Culvert Improvements proposed for the property, prepared by one of the district's competitively procured contractors, which estimate must be valid for a period of not less than ninety (90) days from the date the application is submitted.
 - c. The most recent statements for any mortgages encumbering the property and the consent of the mortgagee that the special assessment(s) levied herein shall be an interest superior to the mortgage and in the property to which the mortgage encumbers. The form of such consent shall be approved by the district.
 - d. The district may allow for an application by multiple landowners if such landowners either establish a single entity to represent all such landowners and have a person with the legal authority to bind the single entity or if all the landowners execute the application and all other required documents.
- (5) Approval criteria for applications. The Assessment Coordinator shall utilize the following criteria in determining whether an application for financing of Culvert Improvements shall be approved by the district:
- a. The funding program established herein shall only be available for the improvement and/or repair of existing Culvert facilities. Culvert Improvements shall not be financed hereunder for property or facilities under new construction or construction for which a certificate of occupancy or similar evidence of substantial completion of new construction or improvement has not been issued.
 - b. All property taxes and any other assessments levied on the same bill as property taxes for the Assessed Parcel are paid and have not been delinquent for the preceding three (3) years or the Property's Owner's period of ownership, whichever is less.

- c. The Assessed Parcel(s) must be located in the Town of Loxahatchee Groves, Florida, and the culvert must be for a connection to a roadway maintained by the town or district.
- d. The Property Owner(s) must have fee simple title to the Assessed Parcel(s).
- (6) Application approval or denial. The Assessment Coordinator shall review the application and provide written notice of approval or denial within forty-five (45) days of receipt. If the application is denied, the written notice shall specify the reason(s) for denial. A written notice of approval shall include direction to the Property Owner regarding the deadline for returning an executed Financing Agreement and maintenance agreement to the Assessment Coordinator. Such maintenance agreement shall, at a minimum, provide for the Property Owner's maintenance of the Culvert Improvements in accordance with this chapter and all other applicable laws, rules and regulations. If required, the Property Owner shall obtain a residential driveway permit from the town for the proposed Culvert Improvements prior to commencement of work.
- (7) Selection of contractor. The district will competitively solicit one or more qualified contractors to perform Culvert Improvements. Property Owners will be required to select a contractor from the district's list of qualified contractors and enter into a direct contract with the selected contractor to perform the work.
- (8) Financing agreement. A Property Owner approved for funding hereunder must enter into a Financing Agreement with the district. The Financing Agreement shall be in a form approved by the district attorney, shall be signed by each owner of record for the Assessed Parcel, and shall include, at a minimum, an acknowledgement by the Property Owner that a non-ad valorem special assessment will be imposed against the Assessed Parcel to fund the Culvert Improvements, and that the annual installments of the Culvert Assessment will be collected pursuant to the Uniform Assessment Collection Act. When the fully executed Financing Agreement is returned to the Assessment Coordinator, the agreement shall be signed by the board of supervisors or designee, on behalf of the district, and recorded in the public records.
- (9) Maintenance agreement. A Property Owner approved for funding hereunder must also enter into a maintenance agreement with the district for the permitted Culvert Improvements. The maintenance agreement shall be signed by the Property Owner or, in the case of multiple landowners, by all affected landowners or a person with the legal authority to bind the single entity established to represent the multiple landowners. Such agreement shall run with the land. The form of the maintenance agreement shall be pre-approved by the district's attorney.

(10) Disbursement. Upon recording of the Financing Agreement and the maintenance agreement, funding for the Culvert Improvements shall be disbursed as follows:

- a. The district shall retain an amount not to exceed ten percent (10%) of the Culvert Assessment to cover overhead expenses such as recording fees, credit reports, title searches and other similar expenses. The principal amount of the Culvert Assessment shall include the amount retained.
- b. The balance will be disbursed by the district directly to the vendor engaged by the Property Owner to construct or install the Culvert Improvements; provided, however, that, the amount disbursed to the vendor shall not exceed the estimate provided by the vendor and submitted along with the Property Owner's application for funding.
- c. Construction or installation of Culvert Improvements shall be completed prior to disbursement of payment to the vendor. Prior to such payment, the Culvert Improvements and associated driveway shall have passed the pre-pour and final inspection for construction.

(11) Procedure for collection of assessments pursuant to Uniform Method. Assessments may be certified to the tax collector for collection pursuant to the uniform method provided in F.S. § 197.3632, as more specifically set forth in ch. 42 of the Code and section 46-4(b) of this division. In the alternative, the district may elect to collect assessments by any other method which is authorized by law.

(12) Funding availability. The board shall determine on an annual basis whether to dedicate funds for the Culvert improvement program in the forthcoming fiscal year. Funds dedicated for such purpose shall be made available to Property Owners on a first-come, first-served basis.

(13) Policies. The board may adopt policies and procedures for the implementation of the voluntary culvert assistance assessment program.

(e) ~~(10)~~ Bonds.—The district is authorized to provide from time to time for the issuance of special assessment bonds of the district to pay all or any part of the cost of improvements. Any bonds issued by the district are subject to the limitations and requirements of the town Charter. The principal of and interest on any bonds shall be payable from special assessments sufficient to pay the bonds in the manner provided in the bonds, in this subsection (e), and the resolution authorizing such bonds. The bonds shall be authorized by resolutions of the board of supervisors of the district, adopted by a majority of the supervisors present and voting at a meeting of the supervisors. The bonds shall bear interest at rates not in excess of the maximum rates permitted by general law, may be in one or more series, may bear such dates, and may mature at any time not exceeding 40 years from their respective dates, may be payable in such medium of payment,

at such place or places within or without the state, may carry such registration privileges, may be subject to redemption prior to maturity, with or without premium, may be executed in such manner, may contain such terms, covenants, and conditions, and may be in such form otherwise as such resolution or subsequent resolutions shall provide. The bonds may be sold or exchanged for refunding bonds, or delivered to contractors in payment for any part of the work or improvements financed by such bonds, or delivered in exchange for any properties, either real, personal, or both, to be acquired for such works or improvements, in such manner as the district in its discretion shall determine. Pending the preparation of the definitive bonds, interim certificates or receipts or temporary bonds in such form and with such provisions as the district may determine may be issued to the purchasers of the bonds issued hereunder. The bonds and such interim certificates or receipts or temporary bonds shall be fully negotiable and shall be and constitute negotiable instruments within the meaning of and for all purposes of the law merchant and the Uniform Commercial Code of the State of Florida. To the extent permitted by law, the proceeds of the sale of any such bonds shall be used solely for the payment of the allowable costs of the district incurred or to be incurred in carrying out the powers set forth in subsections 46-2(a), 46-2(b)(1)b., and 46-4(a) and any other powers in this division relating to improvements to Drainage Works located on district/town property. (3), (4), (5) or (6) of this section, and Such proceeds shall be disbursed in such manner and under such restrictions as the district may provide in the authorizing resolution. The district may also provide for the replacement of any bonds which become mutilated or are stolen, destroyed, or lost, upon proper indemnification. A resolution providing for the issuance of special assessment bonds may also contain such limitations upon the issuance of additional bonds secured on a parity with the bonds theretofore issued as the district may deem proper.

- (f) *Borrowing authority to deal with disaster.* To allow the district to deal with the financial impact of the repair, replacement, or reconstruction of works of the district or other costs incurred by the district due to a “disaster,” as defined in F.S. § 252.34(1), the district is hereby authorized to borrow such funds as the district may reasonably determine are necessary to cope with the disaster. The district is also authorized to enter into a line of credit arrangement that will permit such borrowing, but funds can be drawn on the line of credit only after a state of emergency has been declared by the town, the county, the governor, or the President of the United States. The district may grant as security or collateral for borrowing under this subsection any local, state, or federal disaster relief payments (or similar type of payments) to be received by the district or maintenance assessments levied by the district pursuant to F.S. § 298.54, or both. This subsection is subject to the limitations and requirements of the Town Charter.

Sec. 46-5 – 46-~~159~~. – Reserved.

DIVISION 2. MISCELLANEOUS

~~(e) — *Permitting of hauling operations.*~~

~~(1) *Definitions.* The following words, terms and phrases, when used in this subsection (e), shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:~~

~~Excavate or excavation means any act by which material is cut into, dug, quarried, uncovered, removed, displaced, relocated, or otherwise deliberately distributed. Excavation excludes agricultural plowing and site grading and de-mucking in preparation for construction.~~

~~Haul or hauling means to cart, pull, carry, or transport in a motor vehicle.~~

~~(2) Application for hauling permit.~~

~~a. The town shall have the power to implement and enforce a permitting system necessary and convenient for the exercise of any of the powers or duties of the town thereof pertaining to all roads and roadways maintained by the town to provide access to or to restrict the use of roads or roadways within the town for the hauling of excavated material where such hauling exceeds 250 cubic yards of excavated material within a one year period to or from the property of any landowner.~~

~~b. In order to effect the regulation of hauling activities and the protection of the condition of district roads and roadways, the town:~~

~~1. May require the following information to be supplied in an application for a hauling permit made to the town:~~

~~(i) Name and address of proposed hauling operator.~~

~~(ii) Type and number of vehicles to be operated.~~

~~(iii) Origin and destinations of hauling load.~~

~~(iv) Description of routes upon which the hauling operation will be conducted.~~

~~(v) Dimensions and maximum total weight of hauling vehicles.~~

~~(vi) Requested hauling schedule, including times and dates of excavation and use of hauling route.~~

~~(vii) Verification of notice to all utility companies and municipalities along the proposed route and a copy of their reply.~~

~~(viii) Approval of the county's engineering department, if required.~~

~~(ix) Name and address of permit applicant, which shall be either the owner of the land within the town from which the material is excavated or transported to or the person or entity performing the excavation work in the town; if the latter, the landowner must also sign the permit application.~~

~~2. Shall require that the recipient of a hauling permit from the town coordinate with the town the hauling routes and the times during which hauling activities are permitted to take place.~~

~~3. Shall include, as a condition of the hauling permit, that the hauling operator, permit applicant and landowner (if not the permit applicant) not cause damage or loss from the undertaking of hauling activities to the property of the town or the district, including, but not limited to, town roads and roadways and adjacent private property. Notwithstanding the foregoing, the hauling operator, permit applicant, and landowner (if not the permit applicant) shall be liable for the repair of any such damage caused by hauling activities and shall reimburse the town and any adjacent private property owners for any loss or damage occasioned by hauling activities.~~

~~4. Shall require, as a condition of the approval of a hauling permit, evidence of insurance by the hauling operator to remain in force for the duration of the permit.~~

~~5. Shall require a permit applicant, the landowner (if not the permit applicant) and the hauling operator, jointly and severally, to indemnify and hold harmless the town and its agents, employees, officers, and supervisors from and against all claims, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from the exercise of hauling activities pursuant to the permit, provided that any such claim, damage, loss, or expense arises or results, in whole or in part, from the hauling operator's activities in connection with the hauling permit, and to execute an indemnity agreement so stating.~~

~~6. May assess and collect reasonable fees in connection with reviewing permit applications and approving the hauling permit.~~

~~7. May adopt rules to implement the purposes of this section.~~

~~(3) Liability.~~

~~a. Any person who, willfully or otherwise, hauls material on town roads or roadways shall obtain a hauling permit as required under this section and shall not violate the conditions of any hauling permit that has been granted by the town pursuant to this section.~~

~~b. Any person who willfully hauls excavated material on town roads or roadways without a hauling permit as required under this section or who violates the conditions of a hauling permit granted pursuant to this section is liable to any person injured thereby for the full amount of the injury occasioned to any land or crops or other property by reason of such hauling activities, and shall be liable to the town for double the cost of repairing any resulting damage to the district's roads or roadways.~~

~~c. Any person who willfully hauls excavated material upon the town roads or roadways without a hauling permit as required under this section, or in contravention of the conditions of a hauling permit granted pursuant to this section, shall be subject to a civil fine of up to \$500.00 per~~

~~occurrence, with each day that a violation occurs constituting a separate occurrence. Any violation of this section may be treated in the same manner as a noncriminal traffic infraction under F.S. ch. 318, and citations for such violations may be issued by traffic enforcement agencies in the same manner as traffic citations are issued under F.S. ch. 316.~~

~~d. If a hauling operator, permit applicant, or landowner (if not the permit applicant) upon notice, in writing or otherwise, fails to repair any damage occasioned by the hauling of materials on the road or roadways of the town within 24 hours of receiving said notice, the town may repair such damage and assess the owner of the land in the town from which the material was excavated or to which the material was hauled for the town's costs in connection with such repairs. Upon failure of any landowner to pay any assessments levied by the town pursuant to this section within 30 days of receipt of any owner of notice of the assessment, the town shall have a lien on all lands of such owner within the town. To the extent permitted by law, such shall be superior and paramount to the interest in such land and premises of any owner, lessee, tenant, mortgagee, or other person except the lien of state, county, or town or district taxes and any conservation easements and shall be on a parity with the lien of any such state, county, or town or district taxes and any conservation easements. Such liens shall bear interest at the annual rate equal to the interest rate due on judgments, pursuant to F.S. § 55.03, per year and shall, until paid, remain in effect in perpetuity.~~

~~(f) *Borrowing authority to deal with disaster.* To allow the district to deal with the financial impact of the repair, replacement, or reconstruction of works of the district or other costs incurred by the district due to a "disaster," as defined in F.S. § 252.34(1), the district is hereby authorized to borrow such funds as the district may reasonably determine are necessary to cope with the disaster. The district is also authorized to enter into a line of credit arrangement that will permit such borrowing, but funds can be drawn on the line of credit only after a state of emergency has been declared by the town, the county, the governor, or the President of the United States. The district may grant as security or collateral for borrowing under this section any local, state, or federal disaster relief payments (or similar type of payments) to be received by the district or maintenance assessments levied by the district pursuant to F.S. § 298.54, or both. This section is subject to the limitations and requirements of the town Charter.~~

Sec. 46-16. – Road dedication and maintenance.

~~(g) *Dedication of width of certain roads within the district.*~~

(1) Improvement of four public roads identified in subsections (g)(1)a through d of this section was approved at referendum pursuant to paragraph c. of section 4 of chapter 2004-410, Laws of Florida, after January 1, 2009, and before December 31, 2010. The width of these roads, to the extent that they have been actually constructed and maintained or repaired continuously and uninterrupted by the district or town for seven years, shall be dedicated through easement rights to the public pursuant to Laws of Fla. ch. 2011-257 and F.S. § 95.361. The four public roads subject to this section are as follows:

a. "A" Road to include the following description: "A" Road from Okeechobee Boulevard to North Road and North Road approximately one-quarter mile east from "A" Road intersection.

b. "C" Road (South) to include the following description: "C" Road from Collecting Canal Road to Okeechobee Boulevard and Collecting Canal Road approximately one-quarter mile each way, east and west from "C" Road intersection.

c. "C" Road (North) to include the following description: "C" Road from Okeechobee Boulevard to North Road and North Road approximately one-quarter mile each way, east and west from "C" Road intersection.

d. "D" Road to include the following description: "D" Road from Okeechobee Boulevard to North Road and North Road approximately one-quarter mile each way, east and west from "D" Road intersection.

(2) The filing of a map in the office of the clerk of the circuit court of the county in which the road is located showing the lands and reciting on it that the road has been dedicated in accordance with subsection (~~ga~~)(1) of this section or by any other means of acquisition, duly certified by the chair and secretary of the district, shall be prima facie evidence of the public's easement rights.

(3) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

(4) The town shall have traffic control jurisdiction over all public roads located within the district.

(5) All rights and privileges to these roads have been transferred to the town. Nothing in this section shall affect the town's maintenance of these roads and their dedications pursuant to F.S. § 95.361.

(hb) *Roads presumed to be dedicated.*

(1) When a road within the district has been constructed by the district, and when such road has been maintained or repaired continuously and uninterruptedly for seven years by the district or the town, an easement for such road over, under, across, upon, through, and within the underlying real property for road right-of-way purposes shall be deemed to be dedicated to the public to the extent of the width that has been actually maintained or repaired for the prescribed period, whether or not the road has been formally established as a public road. The dedication shall vest such easement in and to the road in the public, whether or not there is a record of conveyance, dedication, or appropriation to the public use.

(2) The filing of a map in the office of the clerk of the circuit court of the county where the road is located showing the lands and reciting on it that the road has been dedicated in accordance with subsection (~~hb~~)(1) of this section, or by any other means of acquisition, duly certified by

the chair and secretary of the district, shall be prima facie evidence of the public's easement rights.

(3) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

(4) The town shall continue to have traffic control jurisdiction over all public roads located within the district.

(5) All rights and privileges to these roads have been transferred to the town. Nothing in this section shall affect the town's maintenance of these roads and their dedications pursuant to F.S. § 95.361.

(ic) *Maintenance easements and use for public trail purposes.* To the extent permitted by state law:

(1) When land adjacent to canals has been used and maintained for district-related purposes by the district to access its canals continuously and uninterrupted for seven years, a maintenance easement for such land over, under, across, upon, through, and within the underlying real property for maintenance purposes is deemed to be dedicated to the district to the extent of the width that has been actually used, maintained, or repaired for the prescribed period, regardless of whether the land has been formally established as an easement in favor of the district. The dedication shall vest such easement in and to the land to the district, regardless of whether there is a record of conveyance, dedication, or appropriation to the district.

(2) The filing of a map in the office of the clerk of the circuit court of the county where the maintenance easement is located showing the lands and reciting on it that the land has been dedicated in accordance with subsection (ic)(1) of this section, or by any other means of acquisition, duly certified by the chair and secretary of the district, shall be prima facie evidence of the district's easement rights.

(3) For any maintenance easement established pursuant to this section, the use by the public for recreational trail purposes, including, without limitation, equestrian trails, shall be authorized. The district is authorized to issue permits to the town to construct and maintain such recreational trails within the maintenance easements. Any permit issued by the district for perpetual use by the public for recreational trail purposes is deemed to satisfy any and all current or future state grant requirements for property control by the town.

(4) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

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

Section 4. Severability. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part

or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

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

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

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>
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"/>
LAURA DANOWSKI, 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 FIRST READING, THIS __ DAY OF _____, 202__.

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>
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"/>
LAURA DANOWSKI, 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 LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ____ DAY OF _____, 202__.

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 Phillis Maniglia

Councilmember Laura Danowski

Councilmember Robert Shorr

ORDINANCE NO. 2024-16

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 46 “SPECIAL DISTRICTS” TO REORGANIZE AND UPDATE ITS PROVISIONS, TO PROVIDE ADDITIONAL DUE PROCESS PROTECTIONS FOR PROPERTY OWNERS CITED FOR DRAINAGE WORKS VIOLATIONS, TO PROVIDE LEGAL PROCEDURES FOR THE ASSESSMENT OF ABATEMENT COSTS, TO PROVIDE A VOLUNTARY CULVERT SPECIAL ASSESSMENT ASSISTANCE PROGRAM FOR THE REPAIR, REPLACEMENT, CONSTRUCTION AND/OR MAINTENANCE OF PRIVATELY OWNED CULVERTS, CULVERT CROSSINGS, AND/OR CULVERT BRIDGES, TO REMOVE HAULING PERMITTING PROVISIONS, AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves, Florida (“Town”), is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Loxahatchee Groves Water Control District (“District”) was an independent special district of the State of Florida until it was dissolved in 2018 and transferred to the Town as a dependent special district; and

WHEREAS, the District provides surface water management, road maintenance, and related services for the Town; and

WHEREAS, the special acts that provided for the duties and other provisions governing the District became ordinances of the Town when the District became dependent and are set forth in the Town’s Code of Ordinances as Chapter 46; and

WHEREAS, such ordinances require reorganization to allow for easier access to the District’s procedures and responsibilities and a more efficient and practical structure for the same; and

WHEREAS, drainage works include culverts, culvert crossings, culvert bridges, bridges, swales, drainage ditches, canals, or other drainage systems that connect with or cross over any of the works of the district, or lie within the rights-of-way of the town; and

WHEREAS, the Town continues to be concerned with privately owned and maintained drainage works that are deteriorating, improperly constructed, or otherwise adversely impacting the District, its operations, or any of its works; and

WHEREAS, drainage works play a crucial role in managing the flow of water around and beneath private property and public roadways and other rights-of-way and draining runoff and stormwater out of the town’s residential properties; and

WHEREAS, failing drainage works create poor drainage, flooding issues and water quality problems for the Town’s agricultural, residential and commercial properties; and

WHEREAS, often times, the cost for repairs, **removal** and/or replacements of drainage works is too expensive for individual landowners to undertake and, as a result, such drainage works remain in disrepair and continue to cause problems to the District’s operations; and

WHEREAS, when a drainage works is adversely impacting the District, its operations, or any of its works, the District requires an efficient and effective process to quickly address and correct the deficiencies causing the impact; and

WHEREAS, the District has the power to levy assessments pursuant to Chapter 298, Florida Statutes and as otherwise authorized by other laws including but not limited to its existing ordinances; and

WHEREAS, the Town wishes to amend Chapter 46 “Special Districts” to include a process whereby private landowners may engage the District to manage payments to the contractor procured by the landowner(s) to repair and/or replace privately owned culverts that are adversely impacting the District and to charge the affected landowner(s) a special assessment(s) to pay for such work, including an administrative fee (the “Culvert Special Assessment Assistance Program”); and

WHEREAS, the Town wishes to amend Chapter 46 to also provide additional due process protections for property owners cited for drainage works violations and to include additional legal and procedural support for special assessments for the abatement of violations; and

WHEREAS, in accordance with Florida law, special assessments will only be assessed if the services performed by the District confer a special benefit on the property assessed and the assessment is fairly and reasonably apportioned among the properties that receive the special benefit; and

WHEREAS, the District’s Board of Supervisors reviewed and considered this ordinance on the ____ day of _____, 2024 and recommended the Town Council’s approval of the ordinance as herein written; and

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

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

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

Section 2. The Town of Loxahatchee Groves hereby amends Chapter 46 “Special Districts” by reorganizing and amending the Chapter to read as follows:

Chapter 46 – SPECIAL DISTRICTS

ARTICLE I. – LOXAHATCHEE GROVES WATER CONTROL DISTRICT

DIVISION 1. – GENERAL PROVISIONS.

Sec. 46-1. – In general Loxahatchee Groves Water Control District.

- (a) *Name and duration of district.* The district is a dependent district of the town. The name of the district shall be Loxahatchee Groves Water Control District, hereinafter referred to as the “district.” The corporate life of the district is extended perpetually.
- (b) *Board of supervisors.* The town council shall serve as the board of supervisors for the district.
- (c) *Levy of assessments of land less than one acre.* In the levying and assessing of all assessments by the district, created under F.S. ch. 298, each tract or parcel of land less than one acre in area shall be assessed as a full acre.
- (d) *Coordination with town.* In accordance with F.S. ch. 298 and to make the most efficient use of its powers, the district will cooperate and coordinate its activities with the town. Based on this premise and for mutual advantage, the district may coordinate with the town to administer the district’s programs and responsibilities set forth in this chapter. Such coordination shall be in the form of a written agreement signed by both parties. When a valid agreement exists, and the town is charged with enforcing or administering any provision of this chapter, the term “district” shall also include “town” where applicable to perform such agreement. The district shall retain ultimate control and supervision over matters of the district.
- (e) *Definitions.* As used in this division, the following terms shall have the meanings ascribed thereto by this section unless the context clearly requires otherwise:

“Adversely impacts” means having a negative effect on, such as, restricting the normal conveyance of water, increasing flooding, erosion and/or sedimentation, or increasing the cost of public services, as determined in the reasonable discretion of the district.

“Culvert” means a capital improvement comprised of a pipe, channel, tunnel, or other drainage feature or structure and related facilities including baffles, drainage structures, endwalls, etc. intended to direct the flow of stormwater under, around, or through driveways, roads, trails, or other obstructions.

“Drainage Works” means culverts, culvert crossings, culvert bridges, bridges, swales, drainage ditches, canals, or other drainage systems that connect with or cross over any of the works of the district, or lie within the rights-of-way of the town.

“Property Owner” means, collectively, all of the record owners of the subject property.

Sec. 46-2. – General powers of the district.

(a) ~~(4)~~ Exercise of powers. ~~To the extent permitted by law, the powers granted in this divisionsection may be exercised without the necessity of modifying or amending the water control plan for the district.~~ ~~(5)~~ Unless otherwise required by law or this chapter, the powers set forth in this divisionsection shall be exercised by resolution adopted by a majority of the membership of the board of supervisors.

(b) ~~(d)~~ Powers of the district.Roads.

(1) Road maintenance, etc.

- a. In addition to the powers provided for in F.S. ch. 298, the district shall have the power to maintain roadways and roads necessary and convenient for the exercise of the powers or duties of the district or the supervisors thereof in coordination with the town; and in furtherance of the purpose and intent of this ~~divisionsection~~ and F.S. ch. 298, in coordination with the town, to maintain roadways and roads necessary and convenient to provide access to and efficient development of areas made suitable and available for cultivation, settlement, and other beneficial use and development as a result of the reclamation operations of the district, including all the roads shown on the replat of the town, as recorded in Plat Book 12, Page 29, Palm Beach County Public Records; and to provide funds for this purpose in its annual levy of district assessments.
- b. ~~(3)~~In addition to the powers of the district, elsewhere provided by general or special law, or ordinance or resolution, the district shall have the power, in coordination with the town, to construct, maintain, improve, and repair roadways and roads necessary and convenient for the exercise of any of the powers or duties of the district or the board of supervisors thereof, including, but not limited to, all the roads shown on the replat of the town, as recorded in Plat Book 12, Page 29, Palm Beach County Public Records, or to provide access to and development of areas within the district, or both; to provide funds for such construction, maintenance, improvement, or repair through the levying of assessments pursuant to F.S. ch. 298, or this ~~divisionsection~~, or both; and to acquire land, including any interest therein, by purchase, gift, exchange, or eminent domain, for such construction, maintenance, improvement, or repair. Notwithstanding anything contained herein, the district's ability, under F.S. ch. 298, to create and assess units of development shall be unaffected.

(2) Road improvement program.–The board of supervisors of the district is hereby authorized, empowered, and permitted, in coordination with the town, to expend funds of the district to pay for surveying, engineering studies, and plans and other related services in preparation of construction documents for the purpose of developing a road improvement program for the construction, maintenance, improvement, and repair of dedicated roads and road rights-of-way, including the swales thereof, within the district.

~~(c)~~(8)*Drainage works.* The district shall have the power to require maintenance, **removal**, and/or repairs, including replacement, of any Drainage Worksswale, drainage ditch, culvert, or canal connecting to any of the works of the district where lack of such maintenance such Drainage Works adversely impacts the district, its operations, or any of its works. The board of supervisors shall cause notice to be given to any person owning land on which any such a Drainage Worksareswale, drainage ditch, culvert, or canal is located in the event such maintenance is required, and, if the requested maintenance is not performed within 30 days of said notice, unless extended by the board of supervisors, the district may go upon such property and perform said maintenance and assess the owner of the property for the district's cost thereof.

~~(d)~~(7)*Uniform standards.* The district shall have the power to adopt, by resolution, a uniform standard for Drainage Worksculvert crossings, bridges, culverts, or other drainage systems that connect with or cross over any of the works of, or lie within the rights of way of, the district. The uniform standards adopted by the district shall be consistent with the Town's adopted standards for access. If the district so establishes a uniform standard, the district shall by resolution adopt procedures:

~~(1)~~a.Which shall require notice of such uniform standards to be given to persons owning lands upon which, adjacent to, or, to the best of the district's knowledge, using any Drainage Worksculvert crossings, bridges, culverts, or other drainage systems that connect with or cross over any of the works of, or lie within the rights of way of, the district and to such other persons as the board of supervisors shall deem to be necessary or desirable, or both. The uniform standards and any subsequent changes to the uniform standards shall be available for inspection and copying at Town Hall and provided upon request.

~~(2)~~b.Which shall authorize granting permits for Drainage Worksculvert crossings, bridges, culverts, or other drainage systems, or pursuant to such uniform standards, ~~and the~~ The district may allow for permits to be applied for by a single landowner, ~~or by multiple landowners, or provided that,~~ in the case of multiple landowners, such landowners may establish a single entity to represent all such landowners to apply for and obtain the permit and construct and maintain the Drainage Works. culvert crossings, bridges, culverts, or other drainage systems; Any such single entity applying for a permit shall be subject to review by the district to ensure that said entity has and shall have the legal authority to assess such landowners for the cost of construction and maintenance of such Drainage Works. All permittees shall enter into a maintenance agreement with the district for the permitted Drainage Works. Such maintenance agreement shall, at a minimum, provide for the landowner's maintenance of the Drainage Works in accordance with this chapter and all other applicable laws, rules and regulations. culverts, drainage systems, culvert crossings, or bridges, that such The single entity's power to assess the landowners shall run with the land of the landowners creating the entity, and that the district can enforce such assessment power if necessary. Each required maintenance agreement shall be signed by all affected landowners or a person with the legal authority to bind the single entity and shall be recorded in the official records of Palm Beach County, Florida. Such agreement shall run with the land. The form of the maintenance agreement shall be pre-approved by the district's attorney.

~~e. Which shall, except as hereinafter provided, require as to culverts or other drainage systems not less than 60 days' written notice to be given to persons owning lands upon which any culverts or other drainage systems exist in violation of any such uniform standards prior to the taking of any enforcement action by the district. Less than 30 days' notice, in writing or otherwise, of violations of the uniform standards may be provided in emergency situations. If, after such notice pursuant to this subsection, any landowner shall fail to conform to such uniform standards, the district may enter upon such lands and take such action as necessary to cause such violation to be corrected and may assess the owner of such land for the district's costs in connection therewith. Upon the failure of any property owner to pay any assessment levied by the board of supervisors pursuant to subsection (d)(7)d of this section within 30 days of receipt by such owner of notice of said assessment, the district shall have a lien on all lands and premises affected thereby. To the extent permitted by law, such lien shall be superior and paramount to the interest in such land and premises of any owner, lessee, tenant, mortgagee, or other person except the lien of state, county, or district taxes and shall be on a parity with the lien of any such state, county, or district taxes. Such lien shall bear interest at an annual rate equal to the interest rate due on judgments, pursuant to F.S. § 55.03, per year, and shall, until paid, remain in effect in perpetuity.~~

~~d. Which shall provide that in the event any culvert crossing or bridge, whether or not permitted by the district, is determined by the district to be restricting the normal conveyance of water in a district canal, the district shall notify the permit holder of said structure, or if there is no permit on file with the district for said structure, the district shall notify the landowners using such structure that the following options are available regarding the structure:~~

Notwithstanding any provisions contained in this subsection (~~d7~~), the ability of the district's board of supervisors under F.S. ch. 298 to create and assess units of development shall be unaffected.

(e) District works permits. The district shall have the authority to require and issue permits for all works within the district and any connections to any district works.

Sec. 46-3. – Enforcement of drainage works violations.

(a) Violations. Any Drainage Works that (1) is not constructed or maintained in accordance with an adopted uniform standard; **and** (2) is not properly permitted; or (3) restricts the normal conveyance of water or otherwise adversely impacts the district, its operations, or any of its works, is declared a nuisance and a violation of this division.

(b) Options for compliance. The Property Owner may comply the violation, as applicable, as follows:

(1)1- The Drainage Worksstructure may be repaired, by the permit holder or the landowners using the structure, in conformance with current district standards (as determined by a licensed engineer), including obtaining a permit from the district pursuant to its uniform standards and procedures.

(2)2- The Drainage Worksstructure may be abandoned and removed by the permit holder at its expense after prior written notice is provided to the district. ~~or, if the structure has not been permitted,~~ the district may shall remove the Drainage Worksstructure only if

the district secures an affidavit acknowledging abandonment and executed by all interested parties **or otherwise through the notice of violation process**, and the district shall not be liable to any person or entity that uses such structure for its removal.

~~(3)3-~~ The landowners using such the Drainage Works structure may apply for a permit to construct a conforming replacement structure. This process shall require obtaining a permit issued by the district pursuant to its uniform standards and procedures, said permit to be contingent upon the removal of the nonconforming Drainage Works structure and the construction of a replacement structure at the sole expense of said landowners.

~~(4)4-~~ With respect to subsections ~~(b)4-~~(7)d. (1) and (3) of this section, in the event that there are multiple landowners involved, the landowners may establish a single entity as set forth in subsection ~~46-2(d)(2)(7)b-~~ of this section to represent all such landowners. Prior to a permit being issued, the single entity or all affected landowners shall enter into a maintenance agreement for the Drainage Works. Such maintenance agreement shall, at a minimum, provide for the landowner's maintenance of the Drainage Works in accordance with this chapter and all other applicable laws, rules and regulations. Such agreement shall be signed by all affected landowners or a person with the legal authority to bind the single entity and shall be recorded in the official records of Palm Beach County, Florida. Maintenance agreements shall run with the land. The form of the maintenance agreement must be pre-approved by the district's attorney.

~~(5)5-~~ Alternatively, the affected landowners may pursue the voluntary culvert assessment program set forth in this chapter. ~~request the district, via referendum of the landowners utilizing the structure, upon a majority vote of such landowners, on a per-acre basis, to establish a special taxing unit of all such landowners to pay a special assessment to cover the initial costs, including, but not limited to, engineering fees, removal costs, repair or replacement construction costs, dedication of adjoining road, and permit fees and the structure shall thereafter be a district-owned structure maintained by the district.~~

~~(6)6-~~ The special magistrate for the town may order any other reasonable requirements to comply the violation(s). ~~The permit holder of a structure restricting the normal conveyance of water in a district canal, or if said structure is unpermitted, the landowners as reasonably determined by the district to be using such structure, shall have 60 days after notice is sent to respond to the district regarding which option set forth in this subsection (7) has been chosen and an additional 120 days to repair or remove said structure.~~

- (c) *Establishment of nuisance abatement special assessment district.* The district, in its entirety, as its boundaries exist on the date of enactment of this section and as they may be expanded or contracted from time to time, is hereby declared a drainage works abatement special assessment district for the purposes of repairing, replacing, **or removing** existing Drainage Works. Individual properties, within the district's boundaries, will be assessed for the costs incurred by the district in repairing, replacing, **or removing** any Drainage Works that serve such individual properties. The repair, replacement, **or removal** of Drainage Works that adversely impact the district, its operations or any of its works constitutes a municipal service which specifically benefits the property(ies) upon which the Drainage Works attaches, benefits, or otherwise affects, and the assessment of the costs incurred by the district in repairing, replacing, **or removing** such Drainage Works against any such property(ies) is deemed fair and reasonable.

The costs incurred by the district in repairing, replacing, or removing Drainage Works shall be levied as a special assessment. The enforcement of this division is supplemental to and outside of Chapter 162, Part I, Florida Statutes.

(d) Enforcement procedure.

(1) Violation found. If a violation is found, the district will notify the Property Owner, as stated upon the last records of the county tax collector or property appraiser, that a nuisance exists which is a violation of this division. The notice shall be provided to the Property Owner by regular and certified mail, return receipt requested, or by hand delivery which shall be effective and complete when delivered. In the event that the mailed notice is returned by the postal authorities or the return receipt is not received by the district within thirty (30) days after mailing, the notice shall be given by physical posting of the notice on the subject property. Notice by posting shall be considered delivered on the date posted. When there is more than one owner, service as herein provided on any one owner shall be sufficient notice.

(2) Notice of violation contents. The notice will notify the Property Owner of the following:

- a. A public nuisance exists on the land and a brief description of the location and the nuisance;
- b. A reasonable time to comply the violation;
- c. The owner has thirty (30) days from the date the notice is delivered to file with the district a written request for a hearing before a special magistrate;
- d. If the owner fails to timely comply the violation and a hearing is not timely requested, the district may have the violation abated at the expense of the owner, including all costs of inspection and administration.
- e. If the district has the violation abated, the costs of the work, together with all costs of inspection, administration, and all other related costs shall be a special assessment lien against the property and shall be equal in dignity to taxes.

(3) Right to appeal; abatement. The Property Owner shall have thirty (30) days from the date the notice is delivered to file with the district a written request for an appeal of the finding of a violation by the district. Failure to timely file a request for an appeal with the district or to appear before the special magistrate shall be deemed a waiver of the Property Owner's rights to appeal the finding of a violation and the district's right to perform the maintenance, repairs, removal, and/or replacement and charge the owner for the same. If an appeal is not timely requested, the district, may, upon the expiration of the time given to comply the violation, reinspect the property to determine whether the nuisance has been abated. If the Property Owner fails to timely abate the nuisance, the district may cause its abatement and charge the Property Owner the costs of such abatement. The costs of the abatement,

including the costs of inspection, administration, and all other related costs, will be assessed against the property as set forth in this section for nuisance assessments.

(4) Appeal. If an appeal is timely requested, enforcement action shall proceed as follows:

- a. Generally. The district will coordinate with the town to use the town's special magistrate to hear these matters on a regularly scheduled agenda. The district shall send a written notice of the hearing date, time, and location to the Property Owner by regular U.S. mail at the mailing address provided by the owner in its request for a hearing.
- b. Procedures. Upon request of the district, a special magistrate hearing shall be scheduled. Minutes shall be kept of all special magistrate hearings. The case shall be presented to the special magistrate, and if the district prevails in prosecuting a case before the special magistrate, it shall be entitled to recover all costs in prosecuting the case before the magistrate and such costs will be included in the lien authorized hereunder. The magistrate shall take testimony from the appropriate staff and alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. At the conclusion of the hearing or a reasonable time thereafter, the special magistrate shall issue an order that includes findings of fact, based on evidence of record, conclusions of law, and proper relief. The order may also include a time to comply as described in this subsection and a fine may be imposed along with the costs of repairs if the order is not complied with. The decision of the special magistrate will be final.
- c. Time to comply. If after hearing testimony and reviewing evidence, the special magistrate determines that the Drainage Works requires maintenance, repairs, removal, and/or replacement and is in violation of this division, administrative costs will be assessed against the owner, and the owner shall have a reasonable time, as determined by the special magistrate, to perform the maintenance, repairs, removal, and/or replacement. After the time to perform the maintenance, repairs, removal, and/or replacement has expired, the district will be authorized to perform the maintenance, repairs, removal, and/or replacement at the expense of the Property Owner. The costs of the abatement including the costs of inspection, administration, and all other related costs will be assessed against the property as set forth in this section for nuisance assessments. After the time to perform the maintenance, repairs, removal, and/or replacement has expired, in the alternative to performing the abatement, the district will have the right to impose a daily fine (up to \$250.00 per day) for each day the violation continues after the time set for compliance. A certified copy of an order imposing a daily fine may be recorded in the public records and thereafter shall be a lien against the property.

(5) Emergencies. If the district finds that a violation poses an immediate hazard to life, property or public safety, the violation may be deemed an emergency. In emergency situations, the time periods for notice and response may be shortened by the district as is reasonable under the circumstances. Emergencies shall be handled as follows:

- a. Notice and hearing. The district will make a reasonable effort to notify the Property Owner and may immediately request a hearing before the special magistrate. The notice shall include a brief description of the violation, time to comply the violation, if appropriate under the circumstances, and the date, time, and location of the hearing. The special magistrate will determine if a violation has occurred, provide a reasonable time to comply (if appropriate), allow the district to abate the violation if the owner fails to timely comply the violation, and charge the Property Owner the costs for such abatement. If the Property Owner fails to attend the hearing or the special magistrate otherwise finds that the situation does not or should not allow for an opportunity for the Property Owner to comply the property, the special magistrate may provide for the district's authority to immediately abate the violation. If the district does not intend to abate the violation, the special magistrate may provide the Property Owner a time to comply the violation and impose a daily fine for each day the property remains in violation past the date set for compliance. The hearing shall be conducted in accordance with the hearing procedures set forth in section 46-3(c)(4) of this Code, and the decision of the special magistrate will be final.
- b. District responsibilities. The district shall not be required to abate any violation, but may voluntarily undertake abatement if authorized to do so by the special magistrate or as authorized elsewhere in this chapter. If the district abates a violation, there is no continuing obligation on the part of the district to make further repairs or to maintain the property or the Drainage Works, and the abatement does not create any liability against the district for any damages to the property.
- c. Costs of abatement. The costs of abatement, including the costs of inspection, administration, and all other related costs, will be assessed against the property as set forth in this section for nuisance assessments.
- d. Notices. Notices under this subsection shall be provided to the Property Owner at the mailing address provided for on the tax collector's or property appraiser's website. Notices shall be delivered either by hand-delivery or by posting and mailing by regular U.S. mail and certified mail, return receipt requested. The notice shall be deemed to have been received on the date of hand-delivery or the earlier of the date the return receipt was signed or ten (10) days after the notice was first posted.

(6) Abatement costs. Abatement costs may include any costs, fees or other expenses reasonably related to the abatement of the conditions which violate this chapter and shall include, at a minimum, enforcement, investigation, inspection, reinspection, removal, repair, replacement, and/or correction of Drainage Works, permitting, surveying, securing easements, legal advice, engineering consultations, other professional consulting fees, and

administrative costs. Administrative costs may include the cost of town staff time reasonably related to enforcement (e.g., site inspections, travel time, investigations, telephone contacts, preparation of reports, notices, correspondence, hearing packets, etc.), mailing costs, copies, and any other reasonable costs incurred in connection with the abatement of the nuisance.

(e) Special Assessments.

(1) Nuisance assessments. Upon the failure of any pProperty eOwner to pay any such abatement assessment within 30 days of receipt by such owner of notice of the assessment, the district shall have a special assessment lien on all lands and premises affected thereby. The costs of the work, together with all costs of inspection, administration and all other related costs shall be a special assessment lien against the affected property(ies). The board of supervisors may, by the adoption of a resolution levying such charges, document such lien(s) in the amount of the charges outstanding, or such greater or lesser amount as the board of supervisors shall decide is just and fair. Assessment of liens levied in this manner may be recorded in the public records of the county. Such lien shall be superior and paramount to the interest in such land and premises of any owner, lessee, tenant, mortgagee, or other person except the lien of state, county, town, or district taxes and shall be on a parity with the lien of any such state, county, town, or district taxes. Such lien shall bear interest at an annual rate equal to the interest rate due on judgments, pursuant to F.S. § 55.03, per year and shall, until paid, remain in effect in perpetuity.

(2) Collection. Assessments may be certified to the tax collector for collection pursuant to the uniform method provided in F.S. § 197.3632, as more specifically set forth in ch. 42 of the Code and section 46-4(b) of this division. In the alternative, the board of supervisors may elect to collect assessments by any other method which is authorized by law.

(3) Daily fines. In the event the special magistrate imposes a daily fine instead of authorizing abatement, any daily fines imposed under this section, together with all costs of inspection, administration, and all other related costs shall be recorded as a lien against the real property. Such lien shall be in lieu of and not be part of the special assessment.

(f) Appeal to circuit court. Any person adversely affected by a final order of the special magistrate pursuant to this section may file an appeal to the Circuit Court of Palm Beach County. Such appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the special magistrate. The appeal shall be filed within thirty (30) days of the execution of the order to be appealed. The filing of an appeal shall not automatically constitute a stay of the proceedings without further action by the court.

Sec. 46-4. – Financial and additional assessment powers of district.

- (a) ~~(6)~~ *Generally.* The board of supervisors, in the exercise of powers pursuant to this division section, may establish different special assessment areas within the district according to the benefits received, and may revise such areas according to the benefits received from time to time, so as to most equitably provide for the levying of special assessments according to benefits as are deemed desirable by the board of supervisors.
- (b) *Uniform Method; collection alternatives.* ~~(4)~~ All special assessments levied pursuant to this division section may, in the discretion of the board, be collected pursuant to the Uniform Method set forth in section 197.3632, Florida Statutes, as amended from time to time. The board may follow the procedures for the Uniform Method set forth in chapter 42 of this Code. Using the Uniform Method will allow the special assessments to be collected by the tax collector of the county at the same time as the general county taxes are collected by the tax collector of the county, and the board shall in such event certify to the county tax collector a list of all such special assessments and a description of the lands and names of the owners of the properties against which such special assessments have been levied and the amounts to become due therefrom in the next succeeding year, including any interest thereon for any deficiencies for prior years. The board may in lieu of providing for the collection of said special assessments by the tax collector of the county, provide for the collection of the special assessments by the district under such terms and conditions as the board shall determine. In such event, the bills or statements for the amounts due at any time and from time to time shall be mailed to the owners of all properties affected by such special assessments at such time as the board shall determine. Special assessments may also be collected pursuant to any other available remedy at law or in equity. All charges of the county tax collector or of the district, and the fees, costs, and expenses of any paying agents, trustees, or other fiduciaries for assessment bonds issued under this division section, shall be deemed to be costs of the operation and maintenance of any improvements in connection with which such special assessments were levied and the board shall be authorized and directed to provide for the payment each year of such costs of collection, fees, and other expenses from additional special assessments or from the maintenance tax as provided by general law. Unless otherwise prohibited by law, ordinance, rule or policy, Property Owners who are subject to any special assessment set forth in this division may, at their option, prepay the assessment plus interest, if applicable, in full at any time.
- (c) ~~(9)~~ *Formal special assessment district procedures.* The board of supervisors of the district, in order to carry out any of ~~the its~~ powers set forth in ~~subsections (d)(3) through (6)~~ of this division section, may levy and impose special assessments against any or all of the real property within the district upon a determination that the construction, maintenance, improvement, repair, **removal**, or operation of said improvements or services provided to existing improvements provide a benefit to such real property. The assessments shall be imposed upon the property specially benefited by such construction, maintenance, improvement, repair, **removal**, or operation in proportion to the benefits to be derived therefrom, and the special benefits shall be determined and prorated by a method prescribed by the board of supervisors. The district may use the following procedure to levy special assessments that will apply to more than one (1) parcel:

~~(1)a.~~ The board of supervisors, if it elects to assess a special benefit, shall declare by a resolution the nature of the proposed improvement or the services provided to existing improvements, shall designate the location of the improvement or the service provided to existing improvements, and shall state the part or portion of the expense thereof to be paid by special assessments, the manner in which said assessments shall be made, when said assessments are to be paid, and what part, if any, shall be apportioned to and paid from the funds of the district. The resolution shall also identify the lands upon which the special assessments shall be levied. The resolution shall state the total estimated cost of the improvement or service to be provided to existing improvements.

~~(2)b.~~ Within 30 days after the adoption of the resolution, the board of supervisors shall cause said resolution to be published one time in a newspaper of general circulation in the county.

~~(3)c.~~ Upon the adoption of the resolution, the board of supervisors shall cause to be made an assessment roll in accordance with the method of assessment provided for in said resolution, which assessment roll shall be promptly completed and filed with the records of the board of supervisors. The lands assessed, the amount of the assessment against such lands, and, if said assessment is to be paid in installments, the number of annual installments in which the assessment is divided shall be entered and shown on said assessment roll.

~~(4)d.~~ On the completion of said assessment roll, the board of supervisors shall by resolution fix a time and place at which the owners of the property to be assessed, or any other persons interested therein, may appear before said board of supervisors and be heard as to the propriety and advisability of making such improvements or providing said services, as to the cost thereof, and as to the amount thereof to be assessed against each property so improved. Notice in writing of such time and place shall be given to the ~~Property~~ ~~Owners~~.

~~(5)e.~~ At a time and place named in the notice provided for in this subsection (c) ~~(d)(9)~~ ~~of this section~~, the board of supervisors of the district shall meet as an adjustment board to hear and consider any and all complaints as to the special assessments and shall adjust the assessments on an equitable basis. After the special assessments are so adjusted and approved by resolution, such assessments shall stand confirmed and, until paid, shall remain legal, valid, and binding liens upon the property against which such assessments are made of equal dignity with the lien for county taxes. However, upon completion of the improvement, or provision of service to existing improvements, the board of supervisors shall credit to each of the assessments the difference in the assessment as originally made, approved, and confirmed and the proportionate part of the actual cost of the improvement or service to be paid by special assessments as finally determined on the completion of the improvement or service, but in no event shall the final assessments exceed the amount of benefits originally assessed. Promptly after confirmation, the assessments shall be recorded in the public records of the county and the record of the lien shall constitute prima facie evidence of its validity.

~~(6)f.~~ The special assessments shall be payable at the time and in the manner stipulated in the resolution authorizing the improvement or service. Such assessments shall remain liens, coequal in priority with the lien of county taxes, until paid. Assessments not paid when due shall bear interest at such rates, not in excess of the maximum legal rate, prescribed by the board of supervisors in the resolution.

~~(7)g.~~ Each annual installment of special assessments provided for shall be paid upon the date specified in said resolution, until the entire amount of said assessment has been paid, and, on the failure of any ~~p~~Property ~~o~~Owner to pay any annual installment due or any part thereof, or any interest on any delinquent payment, the district shall have a lien on all lands and premises affected thereby. Such lien shall be superior and paramount to the interest in such land and premises of any owner, lessee, tenant, mortgagee, or other person except the lien of state, county, or district taxes and shall be on a parity with the lien of any state, county, or district taxes. Such lien shall, until paid, remain in effect in perpetuity.

~~(8)h.~~ If any special assessment made under the provisions of this subsection (c) to defray the whole or any part of the expense of any improvement or provision of any service is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or if the board of supervisors of the district is satisfied that any assessment is so irregular or defective that the same cannot be enforced or collected, or if the board of supervisors omitted to make such assessment when it might have done so, the board shall take all necessary steps to cause a new assessment to be made for the whole or any part of any improvement or service provided or against any property benefited by any improvement or service provided, following as nearly as possible the provisions of this subsection (c), and, in case such second assessment shall be annulled, the board of supervisors may obtain and make other assessments until a valid assessment is made.

~~(9)i.~~ An informality or any irregularity in the proceedings in connection with the levy of any special assessment under this subsection (c) shall not affect the validity of the same where the assessment roll has been confirmed by the board of supervisors, and the assessment roll as finally approved and confirmed shall be competent and sufficient evidence that the assessment was duly levied, the assessment was duly made and adopted, and that all other proceedings adequate to the adoption of the assessment roll were duly had, taken, and performed as required by this section; no variance from the directions hereunder shall be held material unless it is clearly shown that the party objecting was materially injured thereby.

~~(10)j.~~ The district may levy assessments using the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments set forth in state statutes. Compliance by the district with the requirements of the statutory Uniform Method shall be deemed to satisfy the procedural requirements in this subsection (~~c9~~).

(d) Voluntary Culvert Special Assessment Assistance Program.

(1) Purpose. This subsection (d) sets forth a procedure wherein residents may seek financial assistance from the district for the repair or replacement of culverts located on private property.

(2) Definitions. Powers of the district. As used in this subsection (d), the following terms shall have the meanings ascribed thereto unless the context clearly requires otherwise:

“Assessed Parcel” means a parcel of real property subject to an assessment under this subsection.

“Assessment Coordinator” means the chief administrative officer of the district, or such person’s designee responsible for coordinating calculation and collection of assessments as provided for in this subsection.

“Assessment Roll” means the list of Assessed Parcels subject to the assessments imposed under this subsection. References to the term “Assessment Roll” shall include, as the context requires, any electronic spreadsheet or database maintained by the district containing a list of Assessed Parcels and the current principal balance imposed against such parcels, as well as the “non-ad valorem assessment roll” contemplated by the Uniform Assessment Collection Act which is certified to the Tax Collector for collection of annual installments of the assessments levied under this subsection.

“Culvert Assessment” means a non-ad valorem special assessment imposed by the board pursuant to this subsection to fund Culvert Improvements. The term “assessment” and the reference to non-ad valorem assessments herein means those assessments which are not based upon millage and which can become a lien against a homestead as permitted by Article X, Section 4 of the State Constitution.

“Culvert Improvements” means the capital facilities surveyed, designed, permitted and constructed, demolished or installed to improve and/or repair Culverts.

“Financing Agreement” means an agreement between the board and the Property Owner providing for the financing of Culvert Improvements and the imposition of a Culvert Assessment against an Assessed Parcel.

“Uniform Assessment Collection Act” means sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

- (3) Initiation of services. A Property Owner who has been notified by the district that his or her culvert is in violation of this division or otherwise has a culvert in disrepair, may apply to the district using a form approved by the district.
- (4) Application. The application shall include, at a minimum:
- a. A copy of the deed or other instrument showing the applicant's current ownership of the property.
 - b. An estimate for the costs of the Culvert Improvements proposed for the property, prepared by one of the district's competitively procured contractors, which estimate must be valid for a period of not less than ninety (90) days from the date the application is submitted.
 - c. The most recent statements for any mortgages encumbering the property and the consent of the mortgagee that the special assessment(s) levied herein shall be an interest superior to the mortgage and in the property to which the mortgage encumbers. The form of such consent shall be approved by the district.
 - d. The district may allow for an application by multiple landowners if such landowners either establish a single entity to represent all such landowners and have a person with the legal authority to bind the single entity or if all the landowners execute the application and all other required documents.
- (5) Approval criteria for applications. The Assessment Coordinator shall utilize the following criteria in determining whether an application for financing of Culvert Improvements shall be approved by the district:
- a. The funding program established herein shall only be available for the improvement and/or repair of existing Culvert facilities. Culvert Improvements shall not be financed hereunder for property or facilities under new construction or construction for which a certificate of occupancy or similar evidence of substantial completion of new construction or improvement has not been issued.
 - b. All property taxes and any other assessments levied on the same bill as property taxes for the Assessed Parcel are paid and have not been delinquent for the preceding three (3) years or the Property's Owner's period of ownership, whichever is less.

- c. The Assessed Parcel(s) must be located in the Town of Loxahatchee Groves, Florida, and the culvert must be for a connection to a roadway maintained by the town or district.
- d. The Property Owner(s) must have fee simple title to the Assessed Parcel(s).
- (6) Application approval or denial. The Assessment Coordinator shall review the application and provide written notice of approval or denial within forty-five (45) days of receipt. If the application is denied, the written notice shall specify the reason(s) for denial. A written notice of approval shall include direction to the Property Owner regarding the deadline for returning an executed Financing Agreement and maintenance agreement to the Assessment Coordinator. Such maintenance agreement shall, at a minimum, provide for the Property Owner's maintenance of the Culvert Improvements in accordance with this chapter and all other applicable laws, rules and regulations. If required, the Property Owner shall obtain a residential driveway permit from the town for the proposed Culvert Improvements prior to commencement of work.
- (7) Selection of contractor. The district will competitively solicit one or more qualified contractors to perform Culvert Improvements. Property Owners will be required to select a contractor from the district's list of qualified contractors and enter into a direct contract with the selected contractor to perform the work.
- (8) Financing agreement. A Property Owner approved for funding hereunder must enter into a Financing Agreement with the district. The Financing Agreement shall be in a form approved by the district attorney, shall be signed by each owner of record for the Assessed Parcel, and shall include, at a minimum, an acknowledgement by the Property Owner that a non-ad valorem special assessment will be imposed against the Assessed Parcel to fund the Culvert Improvements, and that the annual installments of the Culvert Assessment will be collected pursuant to the Uniform Assessment Collection Act. When the fully executed Financing Agreement is returned to the Assessment Coordinator, the agreement shall be signed by the board of supervisors or designee, on behalf of the district, and recorded in the public records.
- (9) Maintenance agreement. A Property Owner approved for funding hereunder must also enter into a maintenance agreement with the district for the permitted Culvert Improvements. The maintenance agreement shall be signed by the Property Owner or, in the case of multiple landowners, by all affected landowners or a person with the legal authority to bind the single entity established to represent the multiple landowners. Such agreement shall run with the land. The form of the maintenance agreement shall be pre-approved by the district's attorney.

(10) Disbursement. Upon recording of the Financing Agreement and the maintenance agreement, funding for the Culvert Improvements shall be disbursed as follows:

- a. The district shall retain an amount not to exceed ten percent (10%) of the Culvert Assessment to cover overhead expenses such as recording fees, credit reports, title searches and other similar expenses. The principal amount of the Culvert Assessment shall include the amount retained.
- b. The balance will be disbursed by the district directly to the vendor engaged by the Property Owner to construct or install the Culvert Improvements; provided, however, that, the amount disbursed to the vendor shall not exceed the estimate provided by the vendor and submitted along with the Property Owner's application for funding.
- c. Construction or installation of Culvert Improvements shall be completed prior to disbursement of payment to the vendor. Prior to such payment, the Culvert Improvements and associated driveway shall have passed the pre-pour and final inspection for construction.

(11) Procedure for collection of assessments pursuant to Uniform Method. Assessments may be certified to the tax collector for collection pursuant to the uniform method provided in F.S. § 197.3632, as more specifically set forth in ch. 42 of the Code and section 46-4(b) of this division. In the alternative, the district may elect to collect assessments by any other method which is authorized by law.

(12) Funding availability. The board shall determine on an annual basis whether to dedicate funds for the Culvert improvement program in the forthcoming fiscal year. Funds dedicated for such purpose shall be made available to Property Owners on a first-come, first-served basis.

(13) Policies. The board may adopt policies and procedures for the implementation of the voluntary culvert assistance assessment program.

(e) ~~(10)~~ Bonds.—The district is authorized to provide from time to time for the issuance of special assessment bonds of the district to pay all or any part of the cost of improvements. Any bonds issued by the district are subject to the limitations and requirements of the town Charter. The principal of and interest on any bonds shall be payable from special assessments sufficient to pay the bonds in the manner provided in the bonds, in this subsection (e), and the resolution authorizing such bonds. The bonds shall be authorized by resolutions of the board of supervisors of the district, adopted by a majority of the supervisors present and voting at a meeting of the supervisors. The bonds shall bear interest at rates not in excess of the maximum rates permitted by general law, may be in one or more series, may bear such dates, and may mature at any time not exceeding 40 years from their respective dates, may be payable in such medium of payment,

at such place or places within or without the state, may carry such registration privileges, may be subject to redemption prior to maturity, with or without premium, may be executed in such manner, may contain such terms, covenants, and conditions, and may be in such form otherwise as such resolution or subsequent resolutions shall provide. The bonds may be sold or exchanged for refunding bonds, or delivered to contractors in payment for any part of the work or improvements financed by such bonds, or delivered in exchange for any properties, either real, personal, or both, to be acquired for such works or improvements, in such manner as the district in its discretion shall determine. Pending the preparation of the definitive bonds, interim certificates or receipts or temporary bonds in such form and with such provisions as the district may determine may be issued to the purchasers of the bonds issued hereunder. The bonds and such interim certificates or receipts or temporary bonds shall be fully negotiable and shall be and constitute negotiable instruments within the meaning of and for all purposes of the law merchant and the Uniform Commercial Code of the State of Florida. To the extent permitted by law, the proceeds of the sale of any such bonds shall be used solely for the payment of the allowable costs of the district incurred or to be incurred in carrying out the powers set forth in subsections 46-2(a), 46-2(b)(1)b., and 46-4(a) and any other powers in this division relating to improvements to Drainage Works located on district/town property. (3), (4), (5) or (6) of this section, and Such proceeds shall be disbursed in such manner and under such restrictions as the district may provide in the authorizing resolution. The district may also provide for the replacement of any bonds which become mutilated or are stolen, destroyed, or lost, upon proper indemnification. A resolution providing for the issuance of special assessment bonds may also contain such limitations upon the issuance of additional bonds secured on a parity with the bonds theretofore issued as the district may deem proper.

- (f) *Borrowing authority to deal with disaster.* To allow the district to deal with the financial impact of the repair, replacement, or reconstruction of works of the district or other costs incurred by the district due to a “disaster,” as defined in F.S. § 252.34(1), the district is hereby authorized to borrow such funds as the district may reasonably determine are necessary to cope with the disaster. The district is also authorized to enter into a line of credit arrangement that will permit such borrowing, but funds can be drawn on the line of credit only after a state of emergency has been declared by the town, the county, the governor, or the President of the United States. The district may grant as security or collateral for borrowing under this subsection any local, state, or federal disaster relief payments (or similar type of payments) to be received by the district or maintenance assessments levied by the district pursuant to F.S. § 298.54, or both. This subsection is subject to the limitations and requirements of the Town Charter.

Sec. 46-5 – 46-159. – Reserved.

DIVISION 2. MISCELLANEOUS

~~(e) — *Permitting of hauling operations.*~~

~~(1) *Definitions.* The following words, terms and phrases, when used in this subsection (e), shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:~~

~~Excavate or excavation means any act by which material is cut into, dug, quarried, uncovered, removed, displaced, relocated, or otherwise deliberately distributed. Excavation excludes agricultural plowing and site grading and de-mucking in preparation for construction.~~

~~Haul or hauling means to cart, pull, carry, or transport in a motor vehicle.~~

~~(2) Application for hauling permit.~~

~~a. The town shall have the power to implement and enforce a permitting system necessary and convenient for the exercise of any of the powers or duties of the town thereof pertaining to all roads and roadways maintained by the town to provide access to or to restrict the use of roads or roadways within the town for the hauling of excavated material where such hauling exceeds 250 cubic yards of excavated material within a one-year period to or from the property of any landowner.~~

~~b. In order to effect the regulation of hauling activities and the protection of the condition of district roads and roadways, the town:~~

~~1. May require the following information to be supplied in an application for a hauling permit made to the town:~~

~~(i) Name and address of proposed hauling operator.~~

~~(ii) Type and number of vehicles to be operated.~~

~~(iii) Origin and destinations of hauling load.~~

~~(iv) Description of routes upon which the hauling operation will be conducted.~~

~~(v) Dimensions and maximum total weight of hauling vehicles.~~

~~(vi) Requested hauling schedule, including times and dates of excavation and use of hauling route.~~

~~(vii) Verification of notice to all utility companies and municipalities along the proposed route and a copy of their reply.~~

~~(viii) Approval of the county's engineering department, if required.~~

~~(ix) Name and address of permit applicant, which shall be either the owner of the land within the town from which the material is excavated or transported to or the person or entity performing the excavation work in the town; if the latter, the landowner must also sign the permit application.~~

~~2. Shall require that the recipient of a hauling permit from the town coordinate with the town the hauling routes and the times during which hauling activities are permitted to take place.~~

~~3. Shall include, as a condition of the hauling permit, that the hauling operator, permit applicant and landowner (if not the permit applicant) not cause damage or loss from the undertaking of hauling activities to the property of the town or the district, including, but not limited to, town roads and roadways and adjacent private property. Notwithstanding the foregoing, the hauling operator, permit applicant, and landowner (if not the permit applicant) shall be liable for the repair of any such damage caused by hauling activities and shall reimburse the town and any adjacent private property owners for any loss or damage occasioned by hauling activities.~~

~~4. Shall require, as a condition of the approval of a hauling permit, evidence of insurance by the hauling operator to remain in force for the duration of the permit.~~

~~5. Shall require a permit applicant, the landowner (if not the permit applicant) and the hauling operator, jointly and severally, to indemnify and hold harmless the town and its agents, employees, officers, and supervisors from and against all claims, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from the exercise of hauling activities pursuant to the permit, provided that any such claim, damage, loss, or expense arises or results, in whole or in part, from the hauling operator's activities in connection with the hauling permit, and to execute an indemnity agreement so stating.~~

~~6. May assess and collect reasonable fees in connection with reviewing permit applications and approving the hauling permit.~~

~~7. May adopt rules to implement the purposes of this section.~~

~~(3) Liability.~~

~~a. Any person who, willfully or otherwise, hauls material on town roads or roadways shall obtain a hauling permit as required under this section and shall not violate the conditions of any hauling permit that has been granted by the town pursuant to this section.~~

~~b. Any person who willfully hauls excavated material on town roads or roadways without a hauling permit as required under this section or who violates the conditions of a hauling permit granted pursuant to this section is liable to any person injured thereby for the full amount of the injury occasioned to any land or crops or other property by reason of such hauling activities, and shall be liable to the town for double the cost of repairing any resulting damage to the district's roads or roadways.~~

~~c. Any person who willfully hauls excavated material upon the town roads or roadways without a hauling permit as required under this section, or in contravention of the conditions of a hauling permit granted pursuant to this section, shall be subject to a civil fine of up to \$500.00 per~~

~~occurrence, with each day that a violation occurs constituting a separate occurrence. Any violation of this section may be treated in the same manner as a noncriminal traffic infraction under F.S. ch. 318, and citations for such violations may be issued by traffic enforcement agencies in the same manner as traffic citations are issued under F.S. ch. 316.~~

~~d. If a hauling operator, permit applicant, or landowner (if not the permit applicant) upon notice, in writing or otherwise, fails to repair any damage occasioned by the hauling of materials on the road or roadways of the town within 24 hours of receiving said notice, the town may repair such damage and assess the owner of the land in the town from which the material was excavated or to which the material was hauled for the town's costs in connection with such repairs. Upon failure of any landowner to pay any assessments levied by the town pursuant to this section within 30 days of receipt of any owner of notice of the assessment, the town shall have a lien on all lands of such owner within the town. To the extent permitted by law, such shall be superior and paramount to the interest in such land and premises of any owner, lessee, tenant, mortgagee, or other person except the lien of state, county, or town or district taxes and any conservation easements and shall be on a parity with the lien of any such state, county, or town or district taxes and any conservation easements. Such liens shall bear interest at the annual rate equal to the interest rate due on judgments, pursuant to F.S. § 55.03, per year and shall, until paid, remain in effect in perpetuity.~~

~~(f) *Borrowing authority to deal with disaster.* To allow the district to deal with the financial impact of the repair, replacement, or reconstruction of works of the district or other costs incurred by the district due to a "disaster," as defined in F.S. § 252.34(1), the district is hereby authorized to borrow such funds as the district may reasonably determine are necessary to cope with the disaster. The district is also authorized to enter into a line of credit arrangement that will permit such borrowing, but funds can be drawn on the line of credit only after a state of emergency has been declared by the town, the county, the governor, or the President of the United States. The district may grant as security or collateral for borrowing under this section any local, state, or federal disaster relief payments (or similar type of payments) to be received by the district or maintenance assessments levied by the district pursuant to F.S. § 298.54, or both. This section is subject to the limitations and requirements of the town Charter.~~

Sec. 46-16. – Road dedication and maintenance.

~~(g) *Dedication of width of certain roads within the district.*~~

(1) Improvement of four public roads identified in subsections (g)(1)a through d of this section was approved at referendum pursuant to paragraph c. of section 4 of chapter 2004-410, Laws of Florida, after January 1, 2009, and before December 31, 2010. The width of these roads, to the extent that they have been actually constructed and maintained or repaired continuously and uninterruptedly by the district or town for seven years, shall be dedicated through easement rights to the public pursuant to Laws of Fla. ch. 2011-257 and F.S. § 95.361. The four public roads subject to this section are as follows:

a. "A" Road to include the following description: "A" Road from Okeechobee Boulevard to North Road and North Road approximately one-quarter mile east from "A" Road intersection.

b. "C" Road (South) to include the following description: "C" Road from Collecting Canal Road to Okeechobee Boulevard and Collecting Canal Road approximately one-quarter mile each way, east and west from "C" Road intersection.

c. "C" Road (North) to include the following description: "C" Road from Okeechobee Boulevard to North Road and North Road approximately one-quarter mile each way, east and west from "C" Road intersection.

d. "D" Road to include the following description: "D" Road from Okeechobee Boulevard to North Road and North Road approximately one-quarter mile each way, east and west from "D" Road intersection.

(2) The filing of a map in the office of the clerk of the circuit court of the county in which the road is located showing the lands and reciting on it that the road has been dedicated in accordance with subsection (~~ga~~)(1) of this section or by any other means of acquisition, duly certified by the chair and secretary of the district, shall be prima facie evidence of the public's easement rights.

(3) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

(4) The town shall have traffic control jurisdiction over all public roads located within the district.

(5) All rights and privileges to these roads have been transferred to the town. Nothing in this section shall affect the town's maintenance of these roads and their dedications pursuant to F.S. § 95.361.

~~(h)~~ *Roads presumed to be dedicated.*

(1) When a road within the district has been constructed by the district, and when such road has been maintained or repaired continuously and uninterruptedly for seven years by the district or the town, an easement for such road over, under, across, upon, through, and within the underlying real property for road right-of-way purposes shall be deemed to be dedicated to the public to the extent of the width that has been actually maintained or repaired for the prescribed period, whether or not the road has been formally established as a public road. The dedication shall vest such easement in and to the road in the public, whether or not there is a record of conveyance, dedication, or appropriation to the public use.

(2) The filing of a map in the office of the clerk of the circuit court of the county where the road is located showing the lands and reciting on it that the road has been dedicated in accordance with subsection (~~hb~~)(1) of this section, or by any other means of acquisition, duly certified by

the chair and secretary of the district, shall be prima facie evidence of the public's easement rights.

(3) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

(4) The town shall continue to have traffic control jurisdiction over all public roads located within the district.

(5) All rights and privileges to these roads have been transferred to the town. Nothing in this section shall affect the town's maintenance of these roads and their dedications pursuant to F.S. § 95.361.

(ic) *Maintenance easements and use for public trail purposes.* To the extent permitted by state law:

(1) When land adjacent to canals has been used and maintained for district-related purposes by the district to access its canals continuously and uninterrupted for seven years, a maintenance easement for such land over, under, across, upon, through, and within the underlying real property for maintenance purposes is deemed to be dedicated to the district to the extent of the width that has been actually used, maintained, or repaired for the prescribed period, regardless of whether the land has been formally established as an easement in favor of the district. The dedication shall vest such easement in and to the land to the district, regardless of whether there is a record of conveyance, dedication, or appropriation to the district.

(2) The filing of a map in the office of the clerk of the circuit court of the county where the maintenance easement is located showing the lands and reciting on it that the land has been dedicated in accordance with subsection (ic)(1) of this section, or by any other means of acquisition, duly certified by the chair and secretary of the district, shall be prima facie evidence of the district's easement rights.

(3) For any maintenance easement established pursuant to this section, the use by the public for recreational trail purposes, including, without limitation, equestrian trails, shall be authorized. The district is authorized to issue permits to the town to construct and maintain such recreational trails within the maintenance easements. Any permit issued by the district for perpetual use by the public for recreational trail purposes is deemed to satisfy any and all current or future state grant requirements for property control by the town.

(4) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

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

Section 4. Severability. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part

or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

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

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

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>
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"/>
LAURA DANOWSKI, 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 FIRST READING, THIS __ DAY OF _____, 2024.

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>
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"/>
LAURA DANOWSKI, 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 LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ____ DAY OF _____, 2024.

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 Phillis Maniglia

Councilmember Laura Danowski

Councilmember Robert Shorr

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town of Loxahatchee Groves, Town Council

FROM: Kaitlyn Forbes, AICP, CNU-A, Town Planner

DATE: December 03, 2024

SUBJECT: Resolution No. 2024-DD06 – Interlocal Agreement Between the Loxahatchee Groves Water Control District and The Town Of Loxahatchee Groves

Background:

This Interlocal Agreement is to provide for the duties and responsibilities of the Town and the District wherein the Town will provide the District with (1) code enforcement services, including the use of the Town’s special magistrate; (2) the administration of the voluntary culvert assessment program; and (3) the assessment and collection of drainage works nuisance abatement special assessments and voluntary program assessments 3 through the uniform method.

Recommendations:

Recommendation for the Board of Supervisors to approve *Resolution No. 2024-DD06*.

**LOXAHATCHEE GROVES WATER CONTROL DISTRICT
RESOLUTION NO. 2024-DD06**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE TOWN OF LOXAHATCHEE GROVES TO PROVIDE FOR USE OF TOWN STAFF, RESOURCES, AND PROCEDURES FOR THE ENFORCEMENT, ASSESSMENT, AND COLLECTION OF DRAINAGE WORKS NUISANCE ABATEMENT SERVICES WITHIN THE BOUNDARIES OF THE DISTRICT, FOR THE IMPLEMENTATION OF A VOLUNTARY CULVERT ASSESSMENT PROGRAM AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICTS, SEVERABILITY, AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the Loxahatchee Groves Water Control District (“District”) has been authorized by the Florida Statutes and various special acts of the Legislature to construct, improve, manage and maintain water control and drainage facilities within the geographical boundaries of the District; and

WHEREAS, the District is authorized to impose non-ad valorem special assessments pursuant to various special acts of the Legislature; and

WHEREAS, Chapter 46 “Special Districts” of the Town’s Code of Ordinances establishes the District’s authority to levy special assessments against private real property for the cost of eliminating drainage works nuisance conditions on such properties in the form of repairs, maintenance, and/or replacement of drainage works that are in violation of Chapter 46, and the District wishes to collect such unpaid assessments using the uniform method procedures set forth in section 197.3632, Florida Statutes (“Uniform Method”) (collectively, “Abatement Services”); and

WHEREAS, Chapter 46 has been amended (or is in the adoption process) to provide for a Voluntary Culvert Assessment Program and the District will need to implement, administer, manage and monitor this program and its assessments which will also include the collection of such assessments using the Uniform Method (collectively, “Assessment Program Services”); and

WHEREAS, the Board of Supervisors has determined that the use of Town staff, resources, and procedures for Abatement Services, Assessment Program Services and other services as set forth in the Interlocal Agreement (attached hereto as Exhibit A and incorporated herein) is in the best interests of the landowners and the District and serves a valid public purpose; and

WHEREAS, notwithstanding the use of certain Town staff, resources, and procedures, the District will continue to retain ultimate supervision and control of the District and its powers and responsibilities established in Chapter 46 of the Town’s Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, THAT:

Section 1. Recitals. 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. Approval and Execution. The Board of Supervisors of the Loxahatchee Groves Water Control District hereby approve the “Town of Loxahatchee Groves and Loxahatchee Groves Water Control District Interlocal Agreement” which is attached hereto as Exhibit A, and hereby authorize the Chairperson/President to execute the same on behalf of the Board of Supervisors. The Board of Supervisors hereby authorizes the District Administrator to take all actions necessary to implement this Interlocal Agreement.

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 become effective upon passage.

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 12th DAY OF NOVEMBER, 2024.**

**LOXAHATCHEE GROVES WATER
CONTROL DISTRICT**

ATTEST:

Clerk 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, FLORIDA
AND
LOXAHATCHEE GROVES WATER CONTROL DISTRICT
INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT (“Agreement”) dated as of this ____ day of _____, 2024, is entered into by and between the Town of Loxahatchee Groves, a municipal corporation (“Town”) and the Loxahatchee Groves Water Control District (“District”), a dependent district of the Town.

WITNESSETH:

WHEREAS, the Town and the District are public bodies authorized to enter into interlocal agreements pursuant to Section 163.01, Florida Statutes; and

WHEREAS, Chapter 2018-175 was a special act of the Legislature which dissolved the Loxahatchee Groves Water Control District as an independent special district and made it a dependent district of the Town (“2018 Special Act”); and

WHEREAS, the parties agreed to make the District a dependent district, in great part, to eliminate duplicate services, to provide more efficient use of public funds, and to more efficiently administer services to its residents; and

WHEREAS, most of the property comprising the District is included in the jurisdictional boundaries of the Town; and

WHEREAS, as set forth in Chapter 46 “Special Districts,” Article I, Division 1, the District has the power to require maintenance, repairs, or replacements of any swale, drainage ditch, culvert, or canal connecting to any of the works of the District where lack of maintenance or other condition adversely impacts the District, its operations, or any of its works or a drainage work was constructed without a permit or is not properly permitted; and

WHEREAS, when the responsible owner fails to perform the maintenance, repairs, or replacement, the District has the power to perform the necessary work on these various drainage works and assess the responsible owner of the property for the District’s costs of the abatement; and

WHEREAS, Ch. 46, Article I, Division 1 also provides property owners the option of participating in the voluntary culvert assessment program wherein property owners may seek financial assistance from the district for the repair or replacement of culverts located on private property; and

WHEREAS, the Town and the District agree that it is to the advantage of each to work together in the enforcement of these nuisance abatements, in the administration of the voluntary culvert assessment program, and in the assessment and collection of the nuisance abatement

special assessments and the voluntary program assessments; and

WHEREAS, the Town has staff that is skilled and knowledgeable in code enforcement and has the code enforcement procedures in place and a special magistrate to hear such violations; and

WHEREAS, the Town also has the necessary staff to administer the voluntary culvert assessment program; and

WHEREAS, the Town also has the necessary staff and procedures in place for the assessment and collection of nuisance abatement special assessments and the voluntary program assessments through the uniform method; and

WHEREAS, the District finds that the use of the Town's code enforcement staff and special magistrate for the abatement of drainage works nuisances and the use of Town staff and procedures for the administration of the voluntary program and the assessment and collection of special assessments are in both parties' best interests and serve a public purpose; and

WHEREAS, the sitting Town Council members of the Town also serve as the Board of Supervisors to the District; and

WHEREAS, the Town, by and through its Town Administration, will provide for the provision of certain goods and services to the District in order to fulfill the requirements and obligations imposed upon the District Board of Supervisors pursuant to Chapter 46's drainage works nuisance abatement; and

WHEREAS, notwithstanding the use of certain Town staff and procedures, the District will continue to retain ultimate supervision and control of the District and its powers and responsibilities established in Chapter 46 of the Town's Code of Ordinances; and

WHEREAS, section 163.01, Florida Statutes, as amended ("Florida Interlocal Cooperation Act of 1969" or "Act"), permits the Town and the District, as public agencies under the Act, to enter into interlocal agreements with each other to make the most efficient use of their power by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that accords best with the needs of the governmental units; and

WHEREAS, the parties have the legal authority to enter into this Interlocal Agreement.

NOW, THEREFORE, THE TOWN AND THE DISTRICT AGREE AS FOLLOWS:

Section 1. Recitals. The foregoing recitations are true and correct and are hereby incorporated herein by reference.

Section 2. Purpose; term. This Interlocal Agreement is to provide for the duties and responsibilities of the Town and the District wherein the Town will provide the District with (1) code enforcement services, including the use of the Town's special magistrate; (2) the administration of the voluntary culvert assessment program; and (3) the assessment and collection of drainage works nuisance abatement special assessments and voluntary program assessments

through the uniform method. The term of this Agreement shall be continuing in nature unless terminated as set forth below.

Section 3. Code enforcement and special magistrate services. The Town shall provide the following services to the District:

1. Code enforcement inspection (and reinspection for compliance) services for violations of Chapter 46 of the Town's Code of Ordinances.
2. Drafting and service of notices of violation, notices of hearing, and any other required notices in accordance with Chapter 46 requirements.
3. Scheduling, holding, and staffing special magistrate hearings.
4. Assistance in the presentation of cases to special magistrate.
5. Drafting and service of special magistrate orders.
6. Handling property owner inquiries, etc.
7. Procuring, contracting with, and arranging for Town contractor to abate violations.

Such services shall be performed in accordance with Chapter 46 requirements. Notwithstanding any Town ordinance, policy, or procedure, the code enforcement services provided hereunder shall be considered supplemental to and outside of Chapter 162, Part I, Florida Statutes.

Section 4. Administration of Voluntary Culvert Assessment Program ("Program"). The Town shall provide the following services to the District:

1. Providing, accepting, and reviewing applications for participation in the Program.
2. Performing Assessment Coordinator duties including but not limited to the following:
 - a. Determining whether applications for financing under the Program meet the criteria for approval set forth in Section 46-4 of the Town's Code of Ordinances.
 - b. Draft and serve written notices of denial or approval to applicants.
3. Procuring qualified contractors to perform improvements to culverts (property owners will contract with a qualified contractor).
4. Drafting and providing financing agreements in accordance with Section 46-4(d).
5. Disbursing funds to the selected contractors.
6. Retaining percentage of the culvert assessment for administrative expenses.
7. Performing any other service or procedure required by the Program.

Section 5. Special assessment levy and collection. The Town shall provide the following services to the District:

1. Drafting and service of invoices for nuisance abatement costs.
2. Processing payments from property owners for nuisance abatement invoices.
3. Levying and collecting nuisance abatement special assessments (for culverts and other drainage works) and voluntary program assessments through the uniform method process established in Section 197.3632, Florida Statutes and as set forth in Chapter 42 and subsection 46-4(b) of the Town's Code of Ordinances. These services also include the Town's authority to enter into agreements with the Palm Beach County Property Appraiser and Palm Beach County Tax Collector for the reimbursement of necessary administrative

costs incurred by these offices in the collection of the assessments through the uniform method process.

4. Transferring of payments received to the District.
5. Performing any other service or procedure required under the applicable statutes, ordinances, and/or other law, rule, or regulation.

Section 6. *Reimbursement for services provided.* The Town shall compensate its employees, including benefits, for work performed under this Agreement. The District shall reimburse the Town for such expenses and for all other administrative and other costs, including professional fees, incurred by the Town for the provision of services hereunder.

Section 7. *Reduction in services; termination.* The parties acknowledge that the District may reduce the scope of services to be provided by the Town as set forth above, in the District's sole discretion, at any time during the term of this Agreement upon thirty (30) days' prior written notice, without penalty to the Town. Upon a reduction in services, the cost of services shall be reduced accordingly and the appropriate adjustment shall be made as part of the next and subsequent payments or as otherwise agreed to by the parties in writing. In addition, either party may terminate this Agreement, with or without cause, upon sixty (60) days' prior written notice to the other party.

Section 8. *Reservation of powers and duties.* Notwithstanding any provisions to the contrary, the District hereby specifically reserves unto itself ultimate supervision and control of the District and all of its powers and responsibilities established in Chapter 46 of the Town's Code of Ordinances. The District Administrator, who also serves as the Town Manager, shall coordinate, manage, and supervise the duties and responsibilities hereunder.

Section 9. *Sovereign immunity; liability; insurance; no third-party beneficiaries.* The parties agree that nothing contained in this Agreement shall be construed or interpreted as consent by either party to be sued, nor as a waiver of sovereign immunity beyond the waiver and limitations provided for in Section 768.28, Florida Statutes, as amended from time to time. Each party agrees to be responsible for the negligent or wrongful act or omission of their respective employees while acting within the scope of their employment and performing under this Agreement, subject to the limitations of Section 768.28, Florida Statutes. The parties will work together in good faith to determine whether the Town and/or District will require additional insurance to cover the services provided hereunder. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the District.

Section 10. *Miscellaneous provisions.* The parties agree to the following miscellaneous provisions:

1. The personnel assigned by the Town shall be under the immediate command of a designated supervisor of the Town, who shall be under the direct supervision and command of the District.
2. In the event that either party is in need of assistance as set forth herein, such party shall notify the other party. Notification may be verbal or in writing.

3. Whenever an employee is performing pursuant to this Agreement, the employee shall abide by and be subject to the rules and regulations, personnel policies, and standard operating procedures of his or her own employer. If any such rule, regulation, policy or procedure is contradicted, contravened or otherwise in conflict with direction from the District, then such rule, regulation, policy or procedure shall control and shall supersede the direction.
4. Whenever there is cause to believe that a complaint has arisen as a result of services provided pursuant to this Agreement, the District shall be responsible for the documentation and investigation of said complaint. If it is determined the accused is an employee of the Town, the documentation gathered shall be forwarded to the Town Manager.
5. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.
6. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law. This Agreement may only be amended by a written amendment signed by both parties.
7. This Agreement shall supersede any other agreement between the Town and the District relating to the delegation of certain District or Town powers to the extent that the terms and provisions of any other such agreement conflict with the terms and provisions of this Agreement.
8. No assignment, delegation, transfer, or novation of this Agreement or part hereof shall be made, unless approved by both parties.
9. Any notices or other documents permitted or required to be delivered pursuant to this Agreement shall be delivered to the District, at the office of the Chair of the Board of Supervisors, and to the Town, at the office of the Town Manager.
10. In the event the Town Council amends Chapter 46 "Special Districts" of the Code of Ordinances, this Agreement shall be deemed automatically amended as necessary to conform to the Town's ordinances.
11. A copy of this Agreement shall be filed by the Town with the Clerk of the Circuit Court in and for Palm Beach County, Florida.
12. This Agreement constitutes the entire agreement between the parties and shall not be valid until fully executed below.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]**

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date specified above.

ATTEST:

LOXAHATCHEE GROVES WATER CONTROL DISTRICT

District Clerk

By: _____
Anita Kane, Chairperson

Approved as to form and legal sufficiency:

Office of the District Attorney

TOWN OF LOXAHATCHEE GROVES, FLORIDA

By: _____
Anita Kane, Mayor

ATTEST:

Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves
(Sitting as the Board of Supervisors of the Loxahatchee Groves Water Control District)

FROM: Glen J. Torcivia, Town Attorney

DATE: December 3, 2024

SUBJECT: Uniform Method for Drainage Works Abatement Assessments (Resolution and Required Agreements with Tax Collector and Property Appraiser)

Background: Pursuant to Chapter 46 “Special Districts” of the Town’s Code of Ordinances, the Loxahatchee Groves Water Control District (“District”) is authorized to levy assessments for the cost of eliminating drainage works nuisance conditions on private properties. The District intends to use the uniform method for collecting such assessments, and, to do so, section 197.3632(3)(a), Florida Statutes, requires the adoption of “a resolution at a public hearing prior to January 1...” The Resolution has been prepared and is attached. The statute also requires the District to “publish notice of its intent to use the uniform method for collecting such assessments weekly in a newspaper of general circulation...for 4 consecutive weeks preceding the hearing.” The proof of publication and the published notice are attached to the Resolution as an exhibit. Further, section 197.3632(2), Florida Statutes, requires the District to “enter into a written agreement with the property appraiser and tax collector providing for reimbursement of necessary administrative costs incurred under this section.” To this end, the Board of Supervisors is required to enter into the Palm Beach County Property Appraiser’s (“Appraiser”) “Agreement” (attached), the Appraiser’s “Confidentiality and Non-Disclosure Agreement” (attached) (also required by the Appraiser for tax collection purposes), and the Palm Beach Tax Collector’s (“Tax Collector”) “Uniform Collection Agreement” (attached). The Resolution provides for the Board of Supervisors’ authorization to the District Administrator to execute these three documents on behalf of the District.

Recommendation: Motion to approve the (1) Resolution regarding the District’s intent to use the uniform method for the collection of drainage works nuisance abatement non-ad valorem assessments, (2) the Appraiser’s “Agreement” (for administrative costs), (3) the Appraiser’s “Confidentiality and Non-Disclosure Agreement”, and (4) the Tax Collector’s “Uniform Collection Agreement” (for administrative costs).

**LOXAHATCHEE GROVES WATER CONTROL DISTRICT
RESOLUTION NO. 2024-DD07**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, DECLARING THE DISTRICT’S INTENT TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED FOR THE COST OF PROVIDING DRAINAGE WORKS NUISANCE ABATEMENT ON PRIVATE REAL PROPERTY WITHIN THE BOUNDARIES OF THE DISTRICT; PROVIDING FOR THE MAILING OF THIS RESOLUTION; PROVIDING FOR CONFLICTS, SEVERABILITY, AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the Loxahatchee Groves Water Control District (“District”) has been authorized by the Florida Statutes and various special acts of the Legislature to construct, improve, manage and maintain water control and drainage facilities within the geographical boundaries of the District; and

WHEREAS, the District is authorized to impose non-ad valorem special assessments pursuant to various special acts of the Legislature; and

WHEREAS, pursuant to Chapter 2018-175, Laws of Florida, the District became a dependent district and the prior special acts of the District became ordinances of the Town of Loxahatchee Groves (“Town”) in Chapter 46 of the Town’s Code of Ordinances; and

WHEREAS, Chapter 46 “Special Districts” of the Town’s Code of Ordinances establishes the District’s authority to levy special assessments against private real property for the cost of eliminating drainage works nuisance conditions on such properties in the form of repairs, maintenance, and/or replacement of drainage works that are in violation of Chapter 46 (collectively, “Abatement Services”); and

WHEREAS, the entire District has been declared a drainage works abatement special assessment district, with individual properties being subject to the non-ad valorem assessments from time to time if and when a violation of the applicable provisions occurs; and

WHEREAS, the District intends to use the uniform method for collecting such non-ad valorem assessments for the costs of providing these Abatement Services within the boundaries of

the District as authorized by section 197.3632, Florida Statutes, as amended from time to time, commencing in October 2025, because this method will allow such special assessments to be collected annually in the same manner as provided for ad valorem taxes; and

WHEREAS, in order to implement section 197.3632, Florida Statutes, the Palm Beach County Property Appraiser (“Appraiser”) and the Palm Beach County Tax Collector (“Tax Collector”) may require the District to enter into certain agreements such as for the District’s reimbursement of administrative costs and to address non-disclosure of certain tax data, and the Board of Supervisors wishes to authorize the District Administrator to execute the same on behalf of the District; and

WHEREAS, the District has held a duly advertised public hearing prior to the adoption of this Resolution, and the proof of publication of such hearing notice (“Notice of Intent”) and the Notice of Intent are attached hereto as composite **Exhibit A**, which is incorporated herein by this reference; and

WHEREAS, the Board of Supervisors has determined that the use of the uniform method for the collection of Abatement Services special assessments is in the best interests of the landowners and the District and serves a valid public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, THAT:

Section 1. **Recitals.** 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. **Intent to Use Uniform Method.** Commencing with the Fiscal Year beginning October 1, 2025, and with the tax statement mailed for such Fiscal Year and continuing thereafter until discontinued by the District, the District intends to use the uniform method of collecting non-ad valorem assessments authorized in section 197.3632, Florida Statutes, as amended from time to time, for collecting non-ad valorem assessments for the recovery of the costs of eliminating nuisance conditions on real property in the form of drainage works nuisance abatement services.

Section 3. **Applicability.** All real property located within the boundaries of the Loxahatchee Groves Water Control District may be subject to such non-ad valorem assessments.

A legal description of such area subject to the assessment is attached hereto as **Exhibit B** and is incorporated herein by reference.

Section 4. Certified Copies. Upon adoption, the District is hereby directed to send a certified copy of this Resolution by United States mail to: (1) the Florida Department of Revenue; (2) the Palm Beach County Tax Collector; and (3) the Palm Beach County Property Appraiser, no later than January 10, 2025.

Section 5. Authorization. Consistent with this Resolution, the Notice of Intent, and section 197.3632, Florida Statutes, the Board of Supervisors hereby authorizes the District Administrator to enter into and execute, on behalf of the District, agreements with the Palm Beach County Property Appraiser and the Palm Beach County Tax Collector for the implementation of the uniform method, such as for the reimbursement of administrative costs, non-disclosure agreements, and other required documents.

Section 6. Conflicts. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. 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 8. Effective Date. This Resolution shall become effective upon passage.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Anita Kane	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Margaret Herzog	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Robert Shorr	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Laura Danowski	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Phillis Maniglia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**ADOPTED BY THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A
DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA,
THIS 3rd DAY OF DECEMBER 2024.**

LOXAHATCHEE GROVES WATER
CONTROL DISTRICT

ATTEST:

Chairperson/President Anita Kane

Clerk for the Loxahatchee Groves
Water Control District

Supervisor/Treasurer Margaret Herzog

Supervisor Robert Shorr

APPROVED AS TO LEGAL FORM:

Supervisor Laura Danowski

Attorney for the Loxahatchee Groves Water
Control District

Supervisor Phillis Maniglia

Account Number:	730397
Customer Name:	Loxahatchee Groves Town Of
Customer Address:	Loxahatchee Groves Town Of 155 F RD LOXAHATCHEE GROVES FL 334704949
Contact Name:	Loxahatchee Groves Town Of
Contact Phone:	5617932418
Contact Email:	
PO Number:	

Date:	11/05/2024
Order Number:	10750179
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	90.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
WPB Palm Beach Post	4	11/08/2024 - 11/26/2024	Public Notices
WPB palmbeachpost.com	4	11/08/2024 - 11/26/2024	Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$990.20
Tax Amount	\$0.00
Service Fee 3.99%	\$39.51
Cash/Check/ACH Discount	-\$39.51
Payment Amount by Cash/Check/ACH	\$990.20
Payment Amount by Credit Card	\$1029.71

Order Confirmation Amount	\$990.20
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**NOTICE OF INTENT TO USE
UNIFORM METHOD OF
COLLECTING
NON-AD VALOREM ASSES-
MENTS**

Public Hearing Notice of the Loxahatchee Groves Water Control District

Notice is hereby given to all owners of lands located within the boundaries of the Loxahatchee Groves Water Control District ("District"), that the District intends to use the uniform ad valorem method for collecting non-ad valorem special assessments levied by the District, as set forth in Section 197.3632, Florida Statutes, and that the District's Board of Supervisors will hold a public hearing on Tuesday, December 3, 2024, before the Town of Loxahatchee Groves Town Council regular meeting at 6:00p.m., or as soon thereafter as the matter may be heard, in Council Chambers at Town Hall located at 155 F. Rd., Loxahatchee Groves, Florida, 33470. The purpose of the public hearing is to consider the adoption of a Resolution authorizing the District to use the uniform method of collecting non-ad valorem special assessments levied by the District as provided in Section 197.3632, Florida Statutes. The District has adopted or will be adopting non-ad valorem assessments for the costs of drainage works nuisance abatement services (Town of Loxahatchee Groves Code of Ordinances, Chapter 46, as amended from time to time), commencing for the fiscal year beginning on October 1, 2025 and continuing each year thereafter until discontinued by the District. These non-ad valorem assessments are being levied for the first time. All interested persons are invited to attend and may appear at the public hearing to be heard regarding the use of the uniform method of collecting such non-ad valorem assessments. Copies of the proposed form of resolution, which contains the legal description of the boundaries of the real property subject to the levy, are on file at the Town Clerk's Office, 155 F. Rd., Loxahatchee Groves, Florida, 33470.

PLEASE TAKE NOTICE AND BE ADVISED, that if any person decides to appeal any decision made with respect to any matter considered at this public hearing, such person will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the public hearing is made at their own expense and which record includes the testimony and evidence upon which the appeal is to be based, pursuant to F.S. 286.0105. Town Hall is wheelchair accessible and accessible parking spaces are available. Anyone needing auxiliary services, please contact the Town Clerk at least five (5) days prior to the hearing at (561) 793-2418. If hearing impaired, telephone the Florida Relay Service Numbers, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice), for assistance.

Dated this 5th day of November, 2024.

Loxahatchee Groves Water Control District
By Valerie Oakes, Clerk for the Loxahatchee Groves Water Control District

11/8, 11/12, 11/19, 11/26/24 10750179

EXHIBIT B

LEGAL DESCRIPTION OF LOXAHATCHEE GROVES WATER CONTROL DISTRICT

The jurisdictional boundaries of the Loxahatchee Groves Water Control District are as follows:

Being out of Sections 12, 13, 24, 25, and 36 in Township 43 South, Range 40 East and out of Sections 7, 8, 17-22, and 27-34 in Township 43 South, Range 41 East, Palm Beach County, Florida being more particularly described as follows:

Beginning at the Northwest corner of the East half of the Southeast quarter of said Section 12 in Township 43 South, Range 40 East;

Thence East along the North line of the Southeast quarter of said Section 12 to the East line of said Section 12 in Township 43 South, Range 40 East and the West line of said Section 7 in Township 43 South, Range 41 East;

Thence South along said East line of Section 12 in Township 43 South, Range 40 East and said West line of Section 7 in Township 43 South, Range 41 East to the Northwest corner of the South half of said Section 7 in Township 43 South, Range 41 East;

Thence East along the South half of said Sections 7 & 8 in Township 43 South, Range 41 East to the Northeast corner of said South half of Section 8;

Thence South along the East line of said Sections 8 & 17 to the Southeast corner of said Section 17 and the Northwest corner of said Section 21;

Thence East along the North line of said Sections 21 & 22 to the Northeast corner of the Northwest quarter of said Section 22;

Thence South along the East line of said Northwest quarter of Section 22 to the Southeast corner of said Northwest quarter of Section 22;

Thence West along the South line of the Southeast quarter of Northwest quarter of said Section 22 to the Southwest corner of said Southeast quarter of the Northwest quarter of said Section 22;

Thence South along the East line of the West half of the West half of sections 22, 27, and 34 to the South line of the North 1100 feet of Lot 1, Block K, Loxahatchee Groves as recorded in Plat Book 12, Page 29 of the Palm Beach County Records;

Thence West along said South line of the North 1100 feet of Lot 1, Block K, Loxahatchee Groves to the West line of the East 360 feet of said Lot 1, Block K, Loxahatchee Groves;

Thence North along said West line of the East 360 feet of Lot 1, Block K, Loxahatchee Groves to the South Right-of-Way line of Collecting Canal Road of said Loxahatchee Groves;

Thence West along said South Right-of-Way line of Collecting Canal Road to the Northeast corner of Lot 4, Block K in said Loxahatchee Groves and being the Northwest corner of Palms West

Medical Center - Replat No. 1 as recorded in Plat Book 117, Page 41 of the Palm Beach County Records;

Thence South along the East line of said Lot 4, Block K, Loxahatchee Groves to the South line of the North 834 feet of said Lot 4, Block K, Loxahatchee Groves;

Thence West along said South line of the North 834 feet of Lot 4, Block K, Loxahatchee Groves to the West line of said Lot 4, Block K, Loxahatchee Groves;

Thence South along said West line of Lot 4, Block K, Loxahatchee Groves to the Northwest corner of a tract of land as described in the Official Record Book 11390, Page 1934 of the Palm Beach County Records being approximately the Northwest corner of the South line of the North 1640 feet of said Lot 4, Block K, Loxahatchee Groves;

Thence East, 275.01 feet as described for a tract of land in the Official Record Book 19231, Page 919 of the Palm Beach County Records;

Thence South, 321.11 feet as described for said tract of land in the Official Record Book 19231, page 919 of the Palm Beach County Records;

Thence East, 248.59 feet as described for said tract of land in the Official Record Book 19231, Page 919 of the Palm Beach County Records;

Thence South, 80.00 feet as described for said tract of land in the Official Record Book 19231, Page 919 of the Palm Beach County Records to the North Right-of-Way line of State Route 80 (Southern Boulevard);

Thence West along said North Right-of-Way line of State Route 80 (Southern Boulevard) to the West line of the East 435.6 feet of said Section 36 in Township 43 South, Range 40 East;

Thence North along the West line of the East half of the East half of said sections 36, 25, 24, 13, and 12 in Township 43 South, Range 40 East to the point of beginning containing approximately 7,966 acres more or less.

AGREEMENT

THIS AGREEMENT made and entered into this 3rd day of December 2024, by and between Dorothy Jacks, as Palm Beach County Property Appraiser (the "Appraiser"), and Loxahatchee Groves Water Control District – Nuisance Abatement, hereinafter "Local Government",

WHEREAS, Local Government has elected under Section 197.363(1), Florida Statutes, for the collection of its non-ad valorem assessments pursuant to the uniform method for the levy, collection and enforcement of non-ad valorem assessments as provided for in Section 197.3632, Florida Statutes, and Local Government's adoption and

WHEREAS, the Appraiser and Local Government are required to enter into an agreement pursuant to Section 197.3632(2), Florida Statutes, for the Appraiser to provide the Local Government with the information outlined in Section 197.3632(3)(b), Florida Statutes; and

WHEREAS, Chapter 92-264, Laws of Florida was enacted to provide that non-ad valorem assessments be set forth in the Notice of Proposed Property Taxes for Palm Beach County;

NOW, THEREFORE, in consideration of the following covenants, conditions and promises the parties agree as follows:

1. The above representations are true and correct.
2. The Appraiser is entering into this Agreement without any determination that Local Government is qualified to collect its non-ad valorem assessments by the uniform method, and to the extent permitted by law, Local Government will indemnify and hold the Appraiser harmless from any challenge thereto, subject to the provisions of Florida Statute 768.28 relating to sovereign immunity.
3. The Appraiser will provide to Local Government the information described in Section 197.3632(3)(b), Florida Statutes, in compatible electronic medium by June 1, 2025.
4. Local Government in levying and collecting non-ad valorem assessments pursuant to Section 197.3632, Florida Statutes, will provide to the Appraiser the assessment rate expressed in dollars and cents per unit of assessment, the associated assessment amount and the purpose of the assessment, extended against each parcel within the boundaries of Local Government in compatible electronic medium prior to July 28, 2025. Should the above date fall upon a Holiday, Saturday or Sunday the Local Government will agree to provide to the Appraiser by the last business day prior to the Holiday, Saturday or Sunday.
5. The Appraiser will utilize the information provided by the Local Government pursuant to paragraph 4 herein in preparing the Notice of Proposed Property Taxes pursuant to Section 200.069, Florida Statutes, and, in addition to the information required in the Notice required by Section 200.069, Florida Statutes, the Appraiser shall include the non-ad valorem assessment levied pursuant to Section 197.3632, Florida Statutes, as separate, itemized entries.
6. Additionally, the Appraiser agrees to make available to Local Government an additional list of the information described in Section 197.3632(3)(b), Florida Statutes, shortly before the September 12, 2025 certification date for Local Government to reflect the changes to the assessment roll between said date and June 1, 2025.
7. In return for the providing of the information as outlined in Paragraphs 3 and 6, Local Government agrees to reimburse the Appraiser, in accordance with Section 197.3632(2), Florida Statutes, for the necessary administrative costs, as described in exhibit 'A', incurred in providing the information.
8. The parties recognize the Appraiser processes changes to the assessment roll through a procedure known as Certificate of Corrections (C of C's). The Appraiser agrees to provide a copy of each C of C's processed to Local Government. The parties recognize Local Government has a process to make changes on its assessment roll. Local Government agrees to provide the Appraiser with information in written form, of any changes it makes.
9. This agreement shall automatically be extended hereafter, from year to year, unless and until terminated by either of the parties. This Agreement may be terminated at any time by the Local Government upon written notice to the Appraiser and payment for all services provided under this Agreement through the date of termination. This Agreement may be terminated at any time by the Appraiser upon written notice to the Local Government; however, notice given by the Appraiser after January 1 and prior to October 1, shall be effective only following completion of certification of that year's non-ad valorem tax roll. Upon cancellation of the Agreement by the Appraiser, the Local Government shall reimburse all outstanding bills to the Appraiser within a reasonable time.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

By: _____
Local Government
Loxahatchee Groves Water Control District

Dorothy Jacks, as Palm Beach
County Property Appraiser

Attest: _____

Exhibit 'A'

Non Ad Valorem - Cost Summary

The following is a summary of costs which this office will assess to each Local Government that utilizes the uniform method of collection. All costs will be assessed on an annual basis at the end of each Tax Roll cycle. These costs are subject to change, and if a change is to be made the Local Government will be notified of that change at the beginning of the Tax Roll cycle.

(A) There will be an initial cost for setting up the new NAV assessment to the tax roll. The amount to be charged will be the greater of the actual cost and expenses incurred by the Property Appraiser's Office or \$500. This cost may include personnel cost, forms, supplies, data processing computer equipment, postage and programming cost.

(B) Administrative services: This fee covers administrative costs and services per F.S. 197.3632(2) which will be assessed to each Local Government annually until the cancellation of the Agreement.

Administrative services = \$150.00/ Local Government per year

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS Confidentiality and Non-Disclosure Agreement (“Agreement”) is made and entered into this 3rd day of December, 2024, by and between DOROTHY JACKS, as Property Appraiser for Palm Beach County, Florida, (“Property Appraiser”), and Loxahatchee Groves Water Control District – Nuisance Abatement, (“Taxing District”). The DOROTHY JACKS is the Disclosing Party and Loxahatchee Groves Water Control District – Nuisance Abatement the Receiving Party.

WHEREAS, Property Appraiser and Loxahatchee Groves Water Control District – Nuisance Abatement agree to share certain information which is confidential under Florida law, proprietary or otherwise not generally available to the public with respect to each party’s information technology systems, databases, and other matters;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows;

1. **Confidential Information.** As used herein, the term “Confidential Information” being exchanged refers to the following records:

**Mailing list of the Loxahatchee Groves Water Control District – Nuisance Abatement
Non-Ad Valorem boundary.**

2. **Nondisclosure of Confidential Information.** The Confidential Information will be kept strictly confidential by Receiving Party. The Confidential Information may be disclosed to Receiving Party’s officers, employees, representatives, consultants, subcontractors and agents (collectively, “Representatives”), but only if such Representatives need to know the Confidential Information in connection with the Exchange. It is understood that (i) such Representatives will be informed by the Receiving Party of the confidential nature of the Confidential Information, and (ii) in any event, Receiving Party will be responsible for any breach of this Agreement by any of its Representatives. Receiving Party shall not disclose the Confidential Information to any person other than as permitted hereby, and shall safeguard the Confidential Information from unauthorized disclosure.

Both Parties agree that all Confidential Information shall be kept strictly confidential in strict accordance with the terms of this agreement. Both Parties agree to not to directly or indirectly reveal, report, publish, disclose use (other than for its permitted purposes contemplated herein) or transfer the Confidential Information to any person or entity, except as may be previously authorized in writing by both Parties.

3. **Notice Preceding Compelled Disclosure.** If Receiving Party or its Representatives are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, Receiving Party shall promptly notify Disclosing Party of such request or requirement so that Disclosing Party may seek an appropriate protective order or waive compliance with this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, Receiving Party or its Representatives are compelled to disclose the Confidential Information or else stand liable for contempt or suffer other censure or penalty, Receiving Party and its Representatives may disclose only such of the Confidential Information to the party compelling disclosure as is required by law and, in connection with such compelled disclosure, Receiving Party and its Representatives shall use their reasonable efforts to obtain from the party to whom disclosure is made written assurance that confidential treatment will be accorded to such portion of the Confidential Information as is disclosed.

4. **Return of Information.** The Confidential Information will remain the property of Disclosing Party. The written Confidential Information, or any copies thereof, will be returned to Disclosing Party immediately upon its request, and no copies will be retained by Receiving Party or its Representatives, unless the parties agree otherwise. Any Confidential Information that may be found in drafts, notes, compilations, studies, synopses, or summaries thereof, or other documents furnished to Receiving Party or its Representatives, shall be held by Receiving Party and kept subject to the terms of this Agreement.

5. **Remedies.** Receiving Party acknowledges and agrees that money damages would not be a sufficient remedy for any breach of this Agreement by Receiving Party or its Representatives and Disclosing Party will be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement by Receiving Party or any of its Representatives but will be in addition to all other remedies available at law or in equity to Disclosing Party.

6. **Duration.** This Agreement may be terminated at any time by written notice from either party to the other. Notwithstanding the expiration or termination of this Agreement, the obligations imposed on the Receiving Party shall continue with respect to each piece of Confidential Information until such Confidential Information shall cease to be secret and confidential or shall be in the public domain (other than as a result of a breach by the Receiving Party of the obligations of this Agreement).

7. **Amendment: Ambiguity; Interpretation; and Venue.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Fifteenth Judicial Circuit in and for Palm Beach County Florida.

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED WITHIN SUCH STATE WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES, PERSONAL JURISDICTION OR INCONVENIENT FORUM ARGUMENTS.

8. **Miscellaneous.** This Agreement inures to the benefit of the parties hereto and their successors and assigns and is binding on each other and each other's successors and assigns. This Agreement constitutes the entire agreement between DOROTHY JACKS as Property Appraiser of Palm Beach County, and **Loxahatchee Groves Water Control District – Nuisance Abatement** _ with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the terms and conditions on the day and year first written above.

DOROTHY JACKS, as Property Appraiser

Date

OTHER PARTY, as
Loxahatchee Groves Water Control District

Date

*(TO BE ADDED WHERE THE PROPERTY APPRAISER IS THE DISCLOSING PARTY.)

***Indemnification.** **Loxahatchee Groves Water Control District – Nuisance Abatement** shall fully indemnify, hold harmless and defend the Property Appraiser and its employees from any litigation and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), involving a third-party claim, which arises out of or relates to any breach of any covenant or other obligation or duty of **Town of Loxahatchee Groves – Nuisance Abatement** under this Agreement.

**UNIFORM COLLECTION AGREEMENT
Loxahatchee Groves Water Control District**

THIS AGREEMENT made and entered into this _____ day of _____, 2024, by and between the Loxahatchee Groves Water Control District (“Authority”), whose address for notice purposes is 155 F Road Loxahatchee Groves, Fl., 33470, and the Honorable Anne M. Gannon, Constitutional Tax Collector, serving Palm Beach County, Florida, whose address is Palm Beach County Tax Collector, 301 N. Olive Avenue, Third Floor, West Palm Beach, Florida 33401 (“Tax Collector”).

**SECTION 1
FINDINGS AND DETERMINATIONS**

The parties find and determine:

Authority represents to Tax Collector that it is a dependent special district of the Town of Loxahatchee Groves (“Town”), a Florida municipal corporation, that was created by special acts of the Florida Legislature and is authorized by such prior special acts (now ordinances of the Town), Chapter 46 of the Town’s Code of Ordinances, and Chapter 298, Florida Statutes, to fund, finance, impose and to levy certain non-ad valorem assessments, and by appropriate Resolution has expressed its intent to use the statutory uniform methodology form of collection thereof (“Assessments”), as authorized by Chapter 46 and required by Sections 197.3631, 197.3632, 197.3635 and 298.353 Florida Statutes, and Rule 12D-18, Florida Administrative Code, all as amended.

**SECTION 2
APPLICABLE LAW AND REGULATIONS**

The Florida Constitution, Sections 197.3631, 197.3632, 197.3635 and 298.353 Florida Statutes; Rule 12D-18, Florida Administrative Code; Chapter 46 of the Town’s Code of Ordinances, Chapter 298, Florida Statutes, and all other applicable provisions of constitutional and statutory law and related rules as amended, or their successors in function govern the exercise by the Authority of its power to arrange for collection of non-ad valorem assessments.

**SECTION 3
PURPOSE**

The purpose of this Agreement under Rule 12D-18, Florida Administrative Code, is to establish the terms and conditions under which the Tax Collector shall use 197.3632 to perform locally the state duty to collect and to enforce the collection of those certain non-ad valorem special assessments, the “Assessments”, imposed and levied by Authority to include those as provided in Section 197.3632(2), Florida Statutes including necessary administrative costs incurred under this section. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming.

**SECTION 4
TERM**

The term of this Agreement shall commence upon execution, effective for the **2025** and subsequent tax notice purposes, and shall continue and extend uninterrupted from year-to-year, automatically renewed for successive periods not to exceed one (1) year each, unless Authority shall inform the Tax Collector, as well as the Property Appraiser and the Department of Revenue, by January 10 of each calendar year, if Authority intends to discontinue to use the uniform methodology for such Assessments pursuant to Section 197.3632(6), Florida Statutes and Rule 12D-18.006(3), Florida Administrative Code, using form DR-412 promulgated by the Florida Department of Revenue.

SECTION 5
DUTIES AND RESPONSIBILITIES OF AUTHORITY

Authority agrees, covenants and contracts to:

1. Compensate the Tax Collector for actual collection costs incurred pursuant to Section 197.3632(8)(c), Florida Statutes and 12D-18.004(2), Florida Administrative Code.
2. Reimburse Tax Collector for necessary administrative costs for the collection and enforcement of the Assessments by the Tax Collector under the uniform methodology, pursuant to Section 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code, to include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming.
3. Pay for or alternatively reimburse the Tax Collector for any separate tax bill (not the tax notice) necessitated by the inability of the Tax Collector to merge the non-ad valorem special assessment roll as certified by Authority pursuant to Section 197.3632(7), Florida Statutes, and Rule 12D-18.004(2) Florida Administrative Code.
4. Authority will fund, finance, impose and levy certain non-ad valorem assessments, as permitted by Chapter 46 of the Town's Code of Ordinances and Chapter 298, Florida Statutes, authorizing the Loxahatchee Groves Water Control District to be the Agent to fund, finance, impose and to levy certain non-ad valorem assessments.
5. By September 15th of each calendar year, the Chair of the Authority's Board of Supervisors, or her or his designee, shall certify, using Form DR-408A, to the Tax Collector, the non-ad valorem assessment roll on compatible electronic medium, tied to the property parcel identification number provided by the Property Appraiser to the Department of Revenue. Authority or its agent on behalf of Authority shall post the non-ad valorem special assessment for each parcel on the said non-ad valorem assessment roll of the Authority and shall exercise its responsibility that such non-ad valorem assessment roll be free of error and omissions in accordance with Section 197.3632(5)(a), Florida Statutes, and Rule 12D-18.006, Florida Administrative Code.
6. Authority acknowledges that the Tax Collector has no duty, authority or responsibility in the valid assessment, imposition and levy of any non-ad valorem assessments, including the Authority's assessments authorized by general law or otherwise, and that it is the sole responsibility and duty of Authority to follow all procedural and substantive requirements for the imposition and levy of constitutionally lien-able non-ad valorem assessments, including the Assessments.
7. Authority acknowledges that the Tax Collector is entering this Agreement without any determination that Authority is legally authorized or qualified to assess these non-ad valorem assessments pursuant to Section 197.3632, Florida Statutes, determine the legality of the assessment, or determine the constitutionality of any lien resulting from nonpayment of the assessment.
8. To the extent permitted by law, and without exceeding the limits of liability and the waiver of sovereign immunity established in Sec. 768.28, Florida Statutes, Authority will indemnify and save harmless and defend the Tax Collector, its agents, servants, and employees from and against any and all claims, liability, losses, or causes of action which may arise from any misconduct, improper action, negligent act or omission of the Authority, its servants, or employees in the performance of services under this Agreement.

**SECTION 6
DUTIES OF THE TAX COLLECTOR**

The Tax Collector agrees, consents and contracts to:

Timely merge the legally certified "Assessment" roll of the Authority with all other non-ad valorem assessment rolls, if certified timely, and merge subsequent said rolls with the Property Appraiser's tax roll, certified to the Tax Collector by the Property Appraiser; prepare a collection roll; and prepare a combined notice (the tax notice) for both ad valorem taxes and non-ad valorem assessments for all imposing and levying local governments within the county political subdivision, including general purpose and special purpose and, in this Agreement, the Authority, pursuant to Chapter 46 of the Town's Code of Ordinances, Sections 197.3632, 197.3635 and 298.353, Florida Statutes, and its successor provisions, and any applicable rules, and their successor rules, promulgated by the Department of Revenue, and in accordance with any specific resolutions adopted by Authority, so long as said resolutions shall themselves, each and every one, state intent clearly to ask the Tax Collector to use the uniform methodology of collecting such assessments and so long as they are, further, not inconsistent with, or contrary to, the provisions of law, including but not limited to Chapter 46 of the Town's Code of Ordinances, Sections 197.3632, 197.3635 and 298.353, Florida Statutes, and their successor provisions, and any applicable rules.

**SECTION 7
COMPENSATION FOR COLLECTION COSTS AND REIMBURSEMENT FOR NECESSARY
ADMINISTRATIVE COSTS**

Authority shall reimburse Tax Collector for necessary administrative costs and compensate Tax Collector for actual collection costs as set forth in Section 5, paragraphs 1 and 2 hereof. Specifically, the Authority will provide for reimbursement to the Tax Collector on a timely basis for necessary administrative costs and to compensate the Tax Collector for actual collection costs through the payment of an amount equal to one percent (1%) of the amount of assessments collected each year (pursuant to section 298.401, Florida Statutes), to be withheld from distribution to the Authority. The Tax Collector reserves the right to adjust the compensation rate as necessary to cover actual costs.

**SECTION 8
TERMINATION**

This Agreement may be terminated without cause by either Party as permitted by law. Any such termination shall only be effective upon ninety (90) days prior written notice to the other Party. Further, if the entire agreement is declared to be illegal by a court of competent jurisdiction, it shall be deemed terminated upon such finding becoming final.

**SECTION 9
NOTICE**

All notices or other communication hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail, return receipt requested and addressed as follows:

If to the Town of Loxahatchee Groves

Anita Kane, Mayor
155 F Road
Loxahatchee Groves, Fl. 33470

With a copy to: Town Clerk

Valerie Oakes, Town Clerk
155 F Road
Loxahatchee Groves, Fl. 33470

If to the Tax Collector:

Honorable Anne M. Gannon
Constitutional Tax Collector
Serving Palm Beach County
301 N. Olive Avenue, Third Floor
West Palm Beach, FL 33401

Carmen Richardson
Director, Finance and Budget
301 N. Olive Avenue, Third Floor
West Palm Beach, FL 33401

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST:

PALM BEACH COUNTY TAX COLLECTOR

By: _____
Anne M. Gannon

Date: _____

ATTEST:

Loxahatchee Groves Water Control District

By: _____
Anita Kane-Chairperson/President

Date: _____

CHAPTER 2018-175

House Bill No. 1093

An act relating to the Loxahatchee Groves Water Control District, Palm Beach County; providing that the Loxahatchee Groves Water Control District, an independent special district, shall become a dependent district of the Town of Loxahatchee Groves; providing boundaries; providing that members of the town council shall assume the offices of the board of supervisors of said district; providing for dissolution of the Loxahatchee Groves Water Control District as an independent special district; requiring a referendum; providing an effective date.

WHEREAS, the governing bodies of the Town of Loxahatchee Groves and the Loxahatchee Groves Water Control District have mutually agreed that the Loxahatchee Groves Water Control District, an independent special district, should be dissolved and become a dependent district of the town to eliminate duplicate services and provide more efficient use of public funds; and

WHEREAS, most of the property comprising the Loxahatchee Groves Water Control District is included in the jurisdictional boundaries of the Town of Loxahatchee Groves; and

WHEREAS, the jurisdictional boundaries of the district will be amended as necessary to address additional parcels located within Palm Beach County and neighboring municipalities accordingly; and

WHEREAS, the governing body of the Loxahatchee Groves Water Control District has agreed that services to the residents would be more efficiently administered if the district is dissolved and becomes a dependent district of the town, NOW, THEREFORE,

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

Section 1. Loxahatchee Groves Water Control District continuation and transfer.—The Loxahatchee Groves Water Control District, an independent special district created by a special act of the Legislature, shall become a dependent district of the Town of Loxahatchee Groves on the effective date of this act.

(1) All special acts of the Loxahatchee Groves Water Control District, chapters 99-425, 2004-410, 2011-257, 2012-262, 2014-246, and 2014-247, Laws of Florida, are repealed and their provisions shall become ordinances of the Town of Loxahatchee Groves on the effective date of this act. The provisions of chapter 298, Florida Statutes, so far as not inconsistent with this act, are applicable to the district.

(2) The assets, liabilities, financial allocations, and written contracts of the Loxahatchee Groves Water Control District, including all rights,

obligations, duties, and relationships now existing by law, easement, permit, or agreement, shall be unaffected and remain in full force and effect and shall be those of the district as a dependent district of the Town of Loxahatchee Groves. All rights, claims, actions, orders, and all contracts of the special district and all legal or administrative proceedings involving the district shall continue in full force and effect under the jurisdiction of the district as a dependent district of the Town of Loxahatchee Groves.

(3) The terms of office of the current members of the Board of Supervisors of the Loxahatchee Groves Water Control District shall continue until the members of the Town Council of the Town of Loxahatchee Groves assume the offices of the Board of Supervisors of the Loxahatchee Groves Water Control District.

(4) The jurisdictional boundaries of the district are as follows:

Being out of Sections 12, 13, 24, 25, and 36 in Township 43 South, Range 40 East and out of Sections 7, 8, 17 - 22, and 27 - 34 in Township 43 South, Range 41 East, Palm Beach County, Florida being more particularly described as follows:

Beginning at the Northwest corner of the East half of the Southeast quarter of said Section 12 in Township 43 South, Range 40 East;

Thence East along the North line of the Southeast quarter of said Section 12 to the East line of said Section 12 in Township 43 South, Range 40 East and the West line of said Section 7 in Township 43 South, Range 41 East;

Thence South along said East line of Section 12 in Township 43 South, Range 40 East and said West line of Section 7 in Township 43 South, Range 41 East to the Northwest corner of the South half of said Section 7 in Township 43 South, Range 41 East;

Thence East along the South half of said Sections 7 & 8 in Township 43 South, Range 41 East to the Northeast corner of said South half of Section 8;

Thence South along the East line of said Sections 8 & 17 to the Southeast corner of said Section 17 and the Northwest corner of said Section 21;

Thence East along the North line of said Sections 21 & 22 to the Northeast corner of the Northwest quarter of said Section 22;

Thence South along the East line of said Northwest quarter of Section 22 to the Southeast corner of said Northwest quarter of Section 22;

Thence West along the South line of the Southeast quarter of Northwest quarter of said Section 22 to the Southwest corner of said Southeast quarter of the Northwest quarter of said Section 22;

Thence South along the East line of the West half of the West half of sections 22, 27, and 34 to the South line of the North 1100 feet of Lot 1, Block K, Loxahatchee Groves as recorded in Plat Book 12, Page 29 of the Palm Beach County Records;

Thence West along said South line of the North 1100 feet of Lot 1, Block K, Loxahatchee Groves to the West line of the East 360 feet of said Lot 1, Block K, Loxahatchee Groves;

Thence North along said West line of the East 360 feet of Lot 1, Block K, Loxahatchee Groves to the South Right-of-Way line of Collecting Canal Road of said Loxahatchee Groves;

Thence West along said South Right-of-Way line of Collecting Canal Road to the Northeast corner of Lot 4, Block K in said Loxahatchee Groves and being the Northwest corner of Palms West Medical Center – Replat No. 1 as recorded in Plat Book 117, Page 41 of the Palm Beach County Records;

Thence South along the East line of said Lot 4, Block K, Loxahatchee Groves to the South line of the North 834 feet of said Lot 4, Block K, Loxahatchee Groves;

Thence West along said South line of the North 834 feet of Lot 4, Block K, Loxahatchee Groves to the West line of said Lot 4, Block K, Loxahatchee Groves;

Thence South along said West line of Lot 4, Block K, Loxahatchee Groves to the Northwest corner of a tract of land as described in the Official Record Book 11390, Page 1934 of the Palm Beach County Records being approximately the Northwest corner of the South line of the North 1640 feet of said Lot 4, Block K, Loxahatchee Groves;

Thence East, 275.01 feet as described for a tract of land in the Official Record Book 19231, Page 919 of the Palm Beach County Records;

Thence South, 321.11 feet as described for said tract of land in the Official Record Book 19231, Page 919 of the Palm Beach County Records;

Thence East, 248.59 feet as described for said tract of land in the Official Record Book 19231, Page 919 of the Palm Beach County Records;

Thence South, 80.00 feet as described for said tract of land in the Official Record Book 19231, Page 919 of the Palm Beach County Records to the North Right-of-Way line of State Route 80 (Southern Boulevard);

Thence West along said North Right-of-Way line of State Route 80 (Southern Boulevard) to the West line of the East 435.6 feet of said Section 36 in Township 43 South, Range 40 East;

Thence North along the West line of the East half of the East half of said sections 36, 25, 24, 13, and 12 in Township 43 South, Range 40 East to the point of beginning containing approximately 7,966 acres more or less.

(5) To the extent not inconsistent with town ordinances, all resolutions and policies of the Loxahatchee Groves Water Control District shall remain in effect until amended, revised, or repealed by the board of supervisors.

(6) Additional provisions which are necessary to effect this transition and to provide for the operation of the Loxahatchee Groves Water Control District as a dependent district of the town shall be adopted by ordinance.

Section 2. Dissolution.—Loxahatchee Groves Water Control District, an independent special district, is dissolved.

Section 3. Referendum.—On or before October 1, 2018, the Loxahatchee Groves Water Control District shall call and conduct a referendum, in accordance with the provisions of law relating to elections currently in force, on the question of whether the Loxahatchee Groves Water Control District, an independent special district, shall be dissolved and become a dependent district of the Town of Loxahatchee Groves.

Section 4. This act shall take effect only if a majority of those landowners of the Loxahatchee Groves Water Control District voting in the same manner by which the district’s governing body is elected in a referendum held pursuant to this act approve the referendum question in section 3, except that this section and section 3 shall take effect upon becoming a law.

Approved by the Governor March 23, 2018.

Filed in Office Secretary of State March 23, 2018.

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Glen J. Torcivia, Town Attorney

DATE: December 3, 2024

SUBJECT: RedSpeed Florida, LLC Piggyback Agreement

Background: The Town is considering the adoption of the School Zone Speed Enforcement Program Ordinance which authorizes the Town to enforce school zone speeding violations at designated schools. RedSpeed Florida, LLC (“Vendor”) has the knowledge, possession, and ownership of certain equipment, licenses, and processes (collectively, “Speed Photo Enforcement System”) required to implement and enforce the Ordinance. The Vendor has entered into a contract with the City of Plantation for these same services, and the Vendor has offered the same terms and conditions and pricing to the Town. Pursuant to the Town’s Code of Ordinances, section 2-133(b)(5), the Town is authorized to contract for goods or services without utilizing a sealed competitive method or obtaining written quotes where the desired goods or services are the subject of a contract with another local government in Florida, and the price offered represents the lowest price of any contract between the Vendor and other governmental entities within the state.

The proposed Agreement provides that the Vendor will be responsible for the installation and monitoring of the speed detection systems, working with the Town’s law enforcement agency, Palm Beach County Sheriff’s Office, to issue notices of violation and uniform traffic citations for violations of sections 316.1895 and 316.183, Florida Statutes and other services. Under the proposed Agreement, the Vendor will be paid 35% of the Town’s portion of the allocation of each fine collected pursuant to the enforcement of the Ordinance.

Recommendation: Motion to approve *Resolution No. 2024-78* authorizing the Town of Loxahatchee Groves to enter into the attached *Piggyback Agreement with RedSpeed Florida, LLC*.

TOWN OF LOXAHATCHEE GROVES**RESOLUTION NO. 2024-78**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING AN AGREEMENT WITH REDSPEED FLORIDA, LLC, TO PROVIDE SPEED DETECTION SYSTEMS AND ENFORCEMENT AND ADMINISTRATIVE SERVICES TO THE TOWN PURSUANT TO CITY OF PLANTATION COMPETITIVE SOLICITATION RFSP NO. 005-24 AND FOR OTHER PURPOSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town is in need of speed detection systems and enforcement and administrative services pursuant to the Town's School Zone Speed Enforcement Program Ordinance; and

WHEREAS, RedSpeed Florida, LLC ("Vendor"), has the knowledge, possession, and ownership of certain equipment, licenses, and processes needed by the Town and required by the Ordinance, and the Town wishes to contract with the Vendor for these goods and services; and

WHEREAS, the Vendor has entered into a contract with the City of Plantation for these same goods and services, and it has offered the same terms and conditions and pricing to the Town; and

WHEREAS, the City of Plantation conducted a competitive procurement process for these goods and services, i.e., RFSP No. 005-24 "Speed Detection Camera System for School Zones," and awarded Agreement No. 005-24 to RedSpeed Florida, LLC; and,

WHEREAS, pursuant to Section 2-133(b)(5) of the Town of Loxahatchee Groves Code of Ordinances, the Town is authorized to contract for goods and services without utilizing a sealed competitive method or obtaining written quotes where the desired goods and services are the subject of a contract with another local government in Florida, and the price offered represents the lowest price of any contract between the Vendor and other governmental entities within the state; and,

WHEREAS, the Town Council has determined that the proposed Agreement between the

Resolution No. 2024-78

Town and the Vendor (attached hereto as Exhibit A and incorporated herein) is in compliance with Section 2-133(b)(5) and serves a valid public purpose.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida, hereby authorizes the Town to enter into the Agreement with RedSpeed Florida, LLC, in a form substantially similar to the Agreement attached hereto as Exhibit A. The term of such Agreement shall not extend beyond the term (including all renewals and extensions) of City of Plantation Contract No. 005-24. The Mayor is hereby authorized to execute any and all documents necessary to enter into the Agreement with the Vendor, including any addenda, renewals, and extensions in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are hereby authorized to take such actions as are necessary to implement this Resolution.

Section 3. This Resolution shall become effective upon 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 12th DAY OF NOVEMBER, 2024.

ATTEST:

Town Clerk

Voted:
Mayor Anita Kane, Seat 3

Voted:
Vice Mayor Margaret Herzog, Seat 5

Voted:

Resolution No. 2024-78

APPROVED AS TO LEGAL FORM:

Councilmember Phillis Maniglia, Seat 1

Office of the Town Attorney

Voted:

Councilmember Laura Danowski, Seat 2

Voted:

Councilmember Robert Shorr, Seat 4

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of November, 2024, by and between the **Town of Loxahatchee Groves**, Florida, a Florida municipal corporation ("TOWN"), with its office located at 155 F Road, Loxahatchee Groves, Florida 33470 and **RedSpeed Florida, LLC**, a Florida limited liability company, authorized to do business in Florida ("CONTRACTOR"), with a mailing address of 450 Eisenhower Lane North, Lombard, IL 60148 ("Agreement").

RECITALS

WHEREAS, the TOWN is a Florida municipal corporation organized and existing pursuant to Chapter 166, Florida Statutes, the Charter and the Constitution of the State of Florida; and

WHEREAS, the CONTRACTOR has the exclusive knowledge, possession, and ownership of certain equipment, licenses, and processes referred to collectively as the "Speed Photo Enforcement System" (herein "SPE System"); and

WHEREAS, the TOWN desires to use the SPE System to monitor and enforce school zone speed, and may, in the future, desire to monitor and enforce red light violations or other traffic movements and to issue citations for traffic violations; and

WHEREAS, on or about June 1, 2023, the Governor of the State of Florida signed HB 657 into law, resulting in Laws of Florida 2023-174 which expressly authorizes municipalities to use traffic infraction detectors to enforce certain provisions of Chapter 316 of the Florida Statutes; and

WHEREAS, prior to initiating a camera program the Town Council has adopted or will adopt an ordinance, which authorizes the TOWN's School Zone Speed Enforcement Program and provides for the implementation and operation of such program by the CONTRACTOR, as agent of the TOWN; and

WHEREAS, the City of Plantation, Florida, through its competitive selection process (RFSP No. 005-24), awarded Agreement No. 005-24 for "Speed Detection Camera System for School Zones – Term Contract" ("Plantation Contract") to the CONTRACTOR for substantially the same services sought by the TOWN; and

WHEREAS, the TOWN has reviewed the terms of the Plantation Contract and has determined the CONTRACTOR's rates set forth therein for the needed goods and services are fair and reasonable; 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 Plantation Contract, as amended herein; and

WHEREAS, the TOWN desires to accept CONTRACTOR's pricing by piggy-backing the Plantation Contract, including all terms, conditions and pricing therein, as amended by this Agreement; and

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

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; Term; Termination.** The Plantation Contract (including all exhibits and incorporated documents) is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The TOWN shall have all rights, obligations and remedies authorized to the governmental entity under the Plantation Contract and all associated and applicable Contract Documents as defined therein, as amended

herein. This Agreement shall be effective on the date set forth above and shall expire on **June 24, 2029** in accordance with the term set forth in the Plantation Contract, unless terminated earlier in accordance with this Agreement. If the City of Plantation renews the Plantation Contract, the TOWN reserves the right to extend this Agreement for up to the renewal term agreed to by the City. This Agreement may be terminated at any time and without cause by the TOWN giving written notice to the CONTRACTOR thirty (30) calendar days prior to the desired termination date. This termination and any other termination shall be in accordance with the Plantation Contract.

3. **Services.** In accordance with the terms and conditions and pricing in the Plantation Contract, as amended herein, the CONTRACTOR shall perform services as described in **Exhibit A** which is attached hereto and incorporated herein. The TOWN agrees to perform its responsibilities as described in **Exhibit A**. The CONTRACTOR shall perform all services in accordance with all applicable local, state, and federal laws, rules, and regulations.

4. **Compensation to Contractor.** Payments by the TOWN to the CONTRACTOR under this Agreement shall not exceed the amount of compensation set forth under the Plantation Contract which are set forth in **Exhibit B** attached hereto and incorporated herein. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

5. **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 (including Exhibit A and Exhibit B);
- C. Plantation Contract (including any amendments, RFSP No. 005-24).

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 Exhibit A and Exhibit B);
- C. The Plantation Contract;
- D. RFSP No. 005-24; and
- E. Remaining Contract Documents.

6. **Miscellaneous Provisions.**

6.1 *Entire Agreement:* This Agreement (together with the Exhibits hereto and incorporated documents) 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.

6.2 *Governing Law; Consent to Jurisdiction:* This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is

brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

6.3 *Public Records:* **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, voakes@loxahatcheegrovesfl.gov, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.**

6.4 *Palm Beach County Inspector General:* 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.

6.5 *Notices:* All notices required in this Agreement shall be sent to the addresses appearing on the first page of this Agreement, or at such other address (physical or electronic) as the respective party may provide in writing for this purpose. Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address, or delivered to such electronic mail address provided by the party for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving party.

6.6 *Taxes:* The TOWN is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the TOWN, nor is the CONTRACTOR authorized to use the TOWN'S Tax Exemption Number in securing such materials.

6.7 *Scrutinized Companies:* As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. The TOWN and CONTRACTOR agree that the TOWN will have the right to immediately terminate this Agreement if CONTRACTOR is found to have submitted a false certification, or if the CONTRACTOR or any of its subcontractors have been placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel. If this Agreement is for one million dollars or more, the CONTRACTOR certifies that CONTRACTOR and its subcontractors are not on the Scrutinized Companies with Activities in Sudan List, that CONTRACTOR and its subcontractors are not on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, and CONTRACTOR and its subcontractors have not been engaged in business operations in Cuba or Syria. The TOWN may immediately terminate this Agreement if the CONTRACTOR is found to have submitted a false certification, or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Terrorism Sectors List or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement. Subject to limited exceptions provided in state law, the TOWN will not contract for the provision of goods or services with any scrutinized company referred to above. The CONTRACTOR is under a continuing obligation for the term of this Agreement to immediately notify the TOWN of any violation of this provision.

6.8 *Counterparts:* This document may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The

parties agree to accept the execution of this document by electronic means (e.g., facsimile, email, electronic signature, etc.).

6.9 *Key Personnel:* The CONTRACTOR’s key personnel for performance of this Agreement are as follows: David De La Espriella.

6.10 *Town Representative:* The Town hereby designates the Town Manager or designee, to act as its representative for the performance of this Agreement.

7. Indemnification.

7.1 *Scope of Indemnity:* To the fullest extent permitted by law, CONTRACTOR shall defend at its expense, pay on behalf of, hold harmless and indemnify the TOWN, its officers, employees, agents, elected and appointed officials, and volunteers (collectively, “Indemnified Parties”) from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “Claims”), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities and costs, expenses and attorneys’ and experts’ fees at trials and on appeals, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly: (i) The performance of this Agreement (including any amendments thereto) by CONTRACTOR, its officers, employees, agents, representatives, contractors, or subcontractors (collectively, “Indemnifying Parties”); or (ii) The failure of any of the Indemnifying Parties to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of any of the Indemnifying Parties, whether or not such negligence is claimed to be either solely that of any of the Indemnifying Parties, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of any of the Indemnifying Parties; or (v) Any of the Indemnifying Parties’ failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

7.2 *Additional Claims:* This indemnification provision also includes (i) 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; (ii) any CONTRACTOR infringement upon any copyright, patent, trade secret or other intellectual property, proprietary, or ownership interest or legal rights of any third party; (iii) any Claims made regarding the TOWN’s lack of jurisdiction; and (iv) all attorneys’ fees, expenses, and costs (including all trials and appeals) incurred by the TOWN in the enforcement of this indemnification provision.

7.3 *Additional Indemnity Obligations:* Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by the CONTRACTOR by the TOWN that such amount is due, be made by the CONTRACTOR prior to the TOWN being required to pay same, or in the alternative, the TOWN, at the TOWN’s option, may make payment of an amount so due and the CONTRACTOR shall promptly reimburse the TOWN for the same, together with interest thereon at the statutory rate from the date of receipt by the CONTRACTOR of written notice from the TOWN that such payment is due. The CONTRACTOR agrees, at its sole expense, after written notice from the TOWN, to defend any action against the TOWN that falls within the scope of this indemnity, or the TOWN, at its sole discretion, may elect not to tender such defense and may elect instead to secure its own attorney(s) to defend any such action and the reasonable fees, costs and expenses of such attorney incurred in defending such action shall be payable by the CONTRACTOR. Additionally, if the CONTRACTOR, after receipt of written notice from the TOWN, fails to make any payment due hereunder to the TOWN, the CONTRACTOR shall pay any reasonable attorneys’ fees, expenses and costs incurred by the TOWN in securing any such payment(s) from the CONTRACTOR.

7.4 *No limitations:* The provisions of this section (including all subsections) are independent of, and will not be limited by, any insurance required to be obtained by CONTRACTOR pursuant to this

Agreement or otherwise obtained by CONTRACTOR, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

7.5 *Sovereign Immunity*: Nothing contained herein is intended nor shall it be construed to waive the TOWN's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time, nor as consent by the TOWN to be sued. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the TOWN's favor. Notwithstanding any other provision of this Agreement to which it is applicable, the TOWN shall not be liable or responsible to the CONTRACTOR 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.

8. **Insurance**. CONTRACTOR shall procure and maintain (at its sole cost) and shall cause any subcontractor of CONTRACTOR to procure and maintain, the minimum insurance coverages required under the Plantation Contract. The "TOWN its elected officials, officers, employees, and attorneys" shall be named as an Additional Insured on CONTRACTOR's insurance coverage. Prior to commencement of Services, CONTRACTOR shall submit certificates of insurance in accordance with the Plantation Contract.

9. **E-Verify**. Pursuant to Section 448.095(5), Florida Statutes, CONTRACTOR shall:

a. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees;

b. 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;

c. Maintain copies of all subcontractor affidavits for the duration of this Agreement;

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

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

f. Be aware that if 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.

10. **Law, Venue, Remedies, Limitation of Liability, Enforcement Costs**. The Contract Documents shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract Documents will be held in Palm Beach County. 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 TOWN shall not be liable to the CONTRACTOR for any special, incidental or consequential damages of any kind whether or not caused by the TOWN's negligence even if the parties have been advised of the possibility of such damages. If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees.

11. **Coercion of Labor and Services.** The CONTRACTOR, by signing this Agreement as set forth below, attests that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

REDSPEED FLORIDA, LLC

Robert Liberman

By: _____
Print Name: Robert Liberman
Title: CEO

[Corporate Seal]

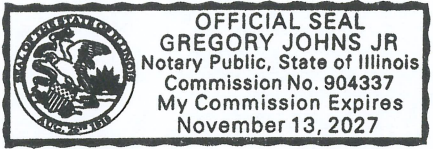
STATE OF Illinois)
COUNTY OF Will)

The foregoing instrument was acknowledged before me, by means of __ physical presence or __ online notarization this ____ day of _____, 20__ by _____ [name] as _____ [title] of **RedSpeed Florida, 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 _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, in the foregoing instrument are true and correct and that he or she is duly authorized to execute the foregoing instrument and bind **RedSpeed Florida, LLC**, to the same.

Gregory Johns Jr

Notary Public

Print Name: Gregory Johns Jr
My commission expires: November 13, 2027



TOWN OF LOXAHATCHEE GROVES, FLORIDA

By: _____
Anita Kane, Mayor

ATTEST

Valerie Oakes, CMC, Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney

EXHIBIT A
DEFINITIONS AND SCOPE OF WORK

DEFINITIONS:

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

“Motor Vehicle” means any self-propelled vehicle not operated upon rails or guideway, but not including any bicycle or electric personal assisted mobility device.

“Notice of Violation” means a citation or equivalent instrument issued by a competent state or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by SPE System or REDSPEED as an agent of such law enforcement agent, agency or court.

“Motor Vehicle Owner” means the person or entity identified by the Florida Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a motor vehicle lease or rental agreement.

“Recorded Images” means photographic, electronic, digital, or video images of a Motor Vehicle recorded by a SPE System and establishing a time sequence of the Motor Vehicle entering the intersection or speed zone and its speed.

“RedCheck” means web-based violation processing system used by Traffic Enforcement Officer.

“Speed Photo Enforcement System” (herein “SPE System”) means an electronic system that captures recorded images of Motor Vehicles speeding in designated school zone and consisting of, at a minimum one radar, IR panel, and up to seven (7) individual video cameras capable of monitoring up to seven (7) lanes of enforcement.

“Traffic Enforcement Officer” means an employee of TOWN’s contracted law enforcement agency (i.e., Palm Beach County Sheriff’s Office), police department or other TOWN employee who meets the qualifications of Chapter 316 of the Official Code of Florida Annotated for approving and/or issuing Notices of Violation.

“Violation” means a violation under Chapter 316, Florida Statutes, or a violation of TOWN’s Code of Ordinances, as may be amended from time to time.

SCOPE OF WORK:

SECTION 1. REDSPEED’S SCOPE OF WORK:

1. REDSPEED agrees to provide a turnkey solution for SPE Systems to TOWN wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of REDSPEED, except for those items identified in Section 2 titled “TOWN Scope of Work”. REDSPEED and TOWN understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by TOWN, unless otherwise specified, TOWN shall not charge REDSPEED for the cost. All other in-scope work, external to TOWN, is the responsibility of REDSPEED.
2. REDSPEED agrees to make every effort to adhere to the Project Timeline agreed upon between the parties and based on the Best and Final Offer.

3. REDSPEED will install SPE Systems at several intersections, school zone areas or grade crossing approaches to be agreed upon between REDSPEED and TOWN after completion of site analyses. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where SPE Systems are installed and maintained. REDSPEED will not remove any systems, unless directed by the TOWN. If termination provisions within the Agreement is exercised, REDSPEED shall remove all equipment and restore property to original condition or better within sixty (60) days after the termination of this Agreement.
4. REDSPEED will operate each SPE System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
5. REDSPEED agrees to provide a secure website (www.SpeedViolations.com) accessible to recipients who have received Notices of Violation by means of a Notice #, which will allow violation image and video viewing. REDSPEED will ensure that the website meets all current ADA requirements as may be amended from time to time.
6. REDSPEED shall provide technician site visits to each SPE System once per month to perform preventive maintenance checks consisting of camera enclosure lens cleaning, camera, strobe, and controller enclosure cleaning, inspection of exposed wires, and general system inspection and maintenance. REDSPEED shall also conduct annual calibrations as required by Florida Statutes.
7. REDSPEED shall use best efforts to endeavor to repair a non-functional SPE System within forty-eight (48) business hours of determination of a malfunction. No device shall remain non-functional for more than five (5) business days. Upon request, REDSPEED shall provide TOWN with reports that measure down time of SPE Systems. REDSPEED will ensure that while the system is non-functional, no violations will be captured or, if captured, violations will be discarded and not submitted to review by the TOWN.
8. REDSPEED shall use best efforts to endeavor to repair the SPE System within one (1) business day from the time of the outage. Outages of TOWN internet connections or infrastructure are excluded from this service level.
9. REDSPEED will establish a demand deposit account bearing the title, "RedSpeed Florida LLC as agent for The Town of Loxahatchee Groves at CIBC Bank." All funds collected on behalf of TOWN, excluding REDSPEED's monthly fees and any fees associated with electronic processing of violations, will be deposited in this account, and transferred by wire on or about the 15th calendar day of the month to TOWN's primary deposit bank. TOWN will identify the account to receive funds wired from First Midwest Bank. TOWN shall sign a W-9 and blocked account agreement, to be completed by TOWN, to ensure TOWN's financial interest in said bank account is preserved.
10. REDSPEED will design, fabricate, install, obtain permits, and maintain one speed warning sign for each monitored approach and provide all signage in accordance with Florida Statutes, as may be amended, and FDOT criteria, as may be amended.
11. REDSPEED or subcontractors will be responsible for any costs associated with building, construction, electrical, street use, and/or pole attachment permits.
12. REDSPEED shall assign a project manager who will be the liaison between TOWN and REDSPEED and will be responsible for project activities such as development of a project plan and tracking of deliverables. The assigned project manager will be available to the TOWN as needed and REDSPEED will provide a cell phone number for emergency contact. TOWN shall reserve the right to request a new project manager.
13. REDSPEED shall provide TOWN with RedCheck, an automated web-based citation processing system that includes image processing, color printing and mailing of a Notice of Violation per

chargeable event. Each Notice of Violation shall be delivered by first class mail to the Motor Vehicle Owner within the statutory period. Mailings to Motor Vehicle Owners responding to Notices of Violation identifying drivers in affidavits of non-liability or by rental car companies are also included.

14. REDSPEED shall provide the Traffic Enforcement Officer with access to RedCheck, for the purpose of reviewing Violations Data within five (5) days of the gathering of the Registered Vehicle Owner Information.
15. The decision to issue Notice of Violation shall be the sole, unilateral and exclusive decision of the Traffic Enforcement Officer consistent with State Law.
16. RedCheck shall apply an electronic signature to a Notice of Violation when authorized to do so by an approving Traffic Enforcement Officer.
17. REDSPEED shall obtain in-state vehicle registration information necessary to issue citations if it is named as TOWN's agent.
18. REDSPEED shall seek records from out-of-state vehicle registration databases and apply records found by RedCheck to issue citations for TOWN.
19. If TOWN is unable to or does not desire to integrate REDSPEED data into its adjudication system, REDSPEED shall provide an on-line adjudication processing module, which will enable the adjudication function to review cases, related images, correspondence, and other related information required to adjudicate the disputed Notice of Violation.
20. REDSPEED shall provide TOWN access to RedCheck system, which provides TOWN with ability to run and print all standard system reports.
21. If required by TOWN, REDSPEED shall, at REDSPEED's expense, provide and train TOWN with a local expert witness able to testify in administrative proceedings and in court on matters relating to the accuracy, technical operations, and effectiveness of the SPE System until judicial notice is taken.
22. In those instances where damage to an SPE System is caused by negligence on the part of TOWN or its authorized agent(s), REDSPEED will provide TOWN with an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, REDSPEED shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. REDSPEED shall bear the cost to replace or repair equipment damaged in all other circumstances.
23. REDSPEED shall provide a toll-free, TOWN-specific help line to help TOWN resolve any problems encountered regarding its SPE System and/or citation processing. The helpline shall function during normal business hours. Call Center hours for violators are Monday-Friday 9:00 AM to 5 PM EST.
24. REDSPEED shall provide Motor Vehicle Owners with the ability to view Recorded Images of Violations involving their motor vehicles online. This online viewing system shall include a link to the REDSPEED payment website(s).
26. REDSPEED shall provide TOWN with a warning period consistent with State law.
27. REDSPEED shall provide authorized TOWN users with access to on demand video, reporting tools and other online features through its RedCheck and SiteOps programs. RedSpeed will maintain video data forty-five (45) days unless otherwise requested for preservation by the TOWN.
28. TOWN will have real-time access to violation and camera data.

29. REDSPEED, in coordination with the TOWN, will install and maintain any required signage including flashers.
30. REDSPEED shall provide custom reports for the TOWN at no cost.
31. REDSPEED shall adjust the enforcement schedule (calendar) within the same day following TOWN's approval.
32. REDSPEED shall not be reimbursed for any costs/fees associated with Certified Mail for Notices of Violation converted to Uniform Traffic Citations and all extra-action charges or fees listed in this Agreement. REDSPEED shall not be reimbursed for any expenses unless authorized in writing by the TOWN.

SECTION 2. TOWN'S SCOPE OF WORK:

1. Within seven (7) business days of execution of the Agreement, TOWN shall provide REDSPEED with the name and contact information for a project manager with authority to coordinate TOWN responsibilities under the Agreement.
2. Within seven (7) business days of the Agreement, TOWN shall provide REDSPEED with the name and contact information for an Appeals Coordinator or staff responsible for oversight of all related program requirements.
3. Within seven (7) business days of execution of the Agreement, TOWN shall provide REDSPEED with the name(s), contact information, and electronic signature(s) of all Traffic Enforcement Officers authorized by TOWN's contracted law enforcement agency, Palm Beach Sheriff's Office ("PBSO"), to approve and issue Notices of Violation.
4. TOWN may elect to establish a method by which a Motor Vehicle Owner who has received a Notice of Violation may review the images and video evidencing the Violation at www.SpeedViolation.com free of charge. This may be at a publicly available terminal at TOWN's facility or by appointment with PBSO.
5. REDSPEED will relocate an SPE System at no cost to a new enforcement location once it has been mutually agreed upon between REDSPEED and TOWN.
6. TOWN shall endeavor to approve or reject REDSPEED submitted plans within seven (7) business days of receipt. REDSPEED and TOWN will endeavor to approve the plans in a timely manner.
7. TOWN will endeavor to issue all needed permits to REDSPEED and its subcontractors in an expedited fashion for plan approval contingent upon REDSPEED's compliance with permit issuance requirements.
8. If use of private property right of way is needed, TOWN shall assist REDSPEED in acquiring permission to build in existing utility easements, as necessary. Any additional cost for private property right of way lease/rental costs shall be borne by REDSPEED. REDSPEED reserves the right to not install on private property if the costs are unreasonable.
9. TOWN may allow REDSPEED to build needed infrastructure in existing TOWN owned easement as necessary and only after required permits have been approved.
10. TOWN's Traffic Enforcement Officer(s) shall process each potential violation in accordance with State Law and/or TOWN's Ordinances within five (5) days (excluding Saturday, Sunday and TOWN observed holidays) of its appearance in the Law Enforcement Review Queue, using RedCheck to determine which Violations will be issued as Notices of Violation.

11. Police Department workstation computer monitors for citation review and approval should provide a minimum resolution of 1280 x 1024.
12. Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by REDSPEED.
13. TOWN shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. TOWN may refer citizens with questions regarding REDSPEED or SPE System technology and processes to websites and/or toll-free telephone numbers provided by REDSPEED for that purpose.
 - 13a. Should the TOWN receive direct inquiries, they will forward citizen inquiries to REDSPEED's call center and/or refer them to the website secure.speedviolation.com.
14. If remote access to a REDSPEED SPE System is blocked by TOWN's network security infrastructure, TOWN's Technology Consultant shall coordinate with REDSPEED to facilitate appropriate communications while maintaining required security measures.
15. TOWN shall at all times maintain a list of school and school zone hours and shall inform REDSPEED of all times for each Zone. TOWN shall maintain and update this list and shall be responsible for ensuring the accuracy of any citation issued against the corresponding time.
16. TOWN shall maintain a School Zone calendar and shall notify REDSPEED as soon as practical before a change of scheduled enforcement (i.e., short days, no in-person instruction days, closings, etc.).
17. TOWN selection of schools shall be contingent upon the TOWN having jurisdiction over applicable street or highway as required by law. TOWN shall incur no penalty for the removal of a school(s) from the list and companion ordinance.
18. TOWN shall ensure that cameras in TOWN maintained right of ways shall remain free of obstructions from other roadway infrastructure and foliage.

EXHIBIT B**SCHEDULE 1**
SERVICE FEE SCHEDULE

TOWN agrees to pay REDSPEED the Fee(s) as itemized below:

1. Description of Pricing

Fee includes all costs required and associated with SPE system installation, maintenance and ongoing field and back-office operations. Includes camera equipment, installation, maintenance, Flock ALPR licenses and integration, violation processing services, DMV records access, standard mailing of required documents, lockbox and credit card processing services, call center support for general program questions, public awareness program support, and access to web based SPE System for Traffic Enforcement Officer review.

During any term of the Agreement, the TOWN shall receive or retain \$39.00 or 65% whichever is greater of the statutory monetary allocation (this amount/percentage pertains to each fine collected by REDSPEED).

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Glen J. Torcivia, Town Attorney

DATE: December 3, 2024

SUBJECT: Ordinance 2024-16 First Reading (Ch. 46 “Special Districts”)

Background: Attached is the proposed ordinance in legislative format and a copy of the ordinance showing in yellow highlight the language changes made since the last presentation of this item to the Council. Adjustments have been made to the Ordinance based upon the Council’s comments at the last meeting. Those adjustments include a revision to what constitutes a violation to ensure existing works that were properly permitted will not be subject to a violation because they do not meet current or newly adopted standards. All works would be subject to a violation if they were adversely restricting the normal conveyance of water or otherwise adversely impacting the district, its operations or any of its works.

Based on Council’s previous discussion of this matter at the November 12th meeting, it is proposed the definition of normal conveyance and failure of a drainage works be included in the uniform standards which are referenced by the ordinance and will be brought forward for adoption rather than including such definitions in the ordinance itself. Other changes include specifically identifying removal of works, by the district as a potential remedy along with repairing or replacing the works. In response to concerns about the response time to a violation notice being too short, the time frame was increased from 10 days to 30 days. The “grandfathering” in of permitted non-conforming well-functioning existing works and the additional time given for an initial response to a complaint may alleviate concerns about potential abuse of the powers granted under the ordinance.

As the Council is aware, the special acts that provided for the duties and other provisions governing the Loxahatchee Groves Water Control District (“District”) became an ordinance of the Town when the District became a dependent district and are set forth in the Town’s Code of Ordinances as Chapter 46 “Special Districts”. To ensure proper drainage in the Town, the safety of its residents, and the protection of both public and private property, the Town must have the ability to address substandard and failing private culverts, to repair, replace, or remove the same if the responsible property owner(s) fails to correct such deficiencies, and to charge the costs of

this abatement to the owner. Chapter 46 includes these powers, but is lacking procedures to accomplish the same. Revisions to Chapter 46 include the following: (1) reorganize Chapter 46 to be user friendly; (2) ensure that its procedures and protections for property owners are legally sufficient; (3) include a voluntary culvert special assessment assistance program for residents; (4) removal of “including but not limited to” language; and (5) add other updates (collectively “Culvert Ordinance”). The revised Ordinance attempts to strike a fair balance between (1) providing the Town with adequate tools to address the multitude of situations that may arise that affect drainage and public safety within the Town and (2) protecting private property rights through reasonable regulations and due process protections.

Some of the substantial revisions are highlighted below:

1. Section 46-1 “In general”:
 - a. Subsection (d) - For legal and other purposes, **new** language clarifies the relationship between the Town and the District as it relates to the implementation and enforcement of the Ordinance.
 - b. Subsection (e) - The current ordinance uses certain key words, but does not define those words. **New** language has been added to provide residents clear guidance regarding how these key words are defined.
2. Section 46-2 “General powers of the district”:
 - a. Chapter 46 currently allows for a single entity to represent all property owners who use the same culvert, but it does not address all owners’ responsibilities to maintain the culvert. **New** language requires a maintenance agreement which puts all affected property owners on notice of their responsibilities so the maintenance of the private culvert does not fall on the Town or an unsuspecting property owner.
 - b. **New** language clarifies the district’s authority to require and issue permits for any connections to district works. This authority is pursuant to section 298.28, Florida Statutes.
3. Section 46-3 “Enforcement of drainage work violations”:
 - a. Chapter 46 currently authorizes the District to (1) notify a property owner of a violating culvert (i.e., restricting drainage, not in accordance with uniform standards, not permitted as required by uniform standards); (2) give the owner a set number of days to fix the issue (e.g. 30 days, 60 days); (3) enter the property, if not timely fixed by the owner, and perform the work; and (4) assess the a lien against the property for the costs of the work. **New** language addresses due process protections for property owners such as: proper notice of the violation, the right to appeal the violation before the special magistrate, proper procedures/protections for such appeal, a requirement that owners be given a reasonable amount of time to comply the violation, etc.
 - b. Chapter 46 currently authorizes the District to assess properties when the Town abates a private culvert violation. **New** language provides a more detailed legal basis for such assessments. See subsection (c).
 - c. Chapter 46 currently authorizes the District to address emergency situations but does not include detailed procedures. **New** language provides needed procedures and protections for property owners.

4. Section 46-4 “Financial and additional assessment powers of district”: Subsection (d) of this section provides the Town with a **New** voluntary culvert special assessment assistance program. This program provides a process whereby a property owner may secure financing through the Town via special assessments to help make a culvert replacement financially possible for the owner.

Recommendation: Motion to approve *Ordinance No. 2024 –16* on First Reading.

ORDINANCE NO. 2024-16

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 46 “SPECIAL DISTRICTS” TO REORGANIZE AND UPDATE ITS PROVISIONS, TO PROVIDE ADDITIONAL DUE PROCESS PROTECTIONS FOR PROPERTY OWNERS CITED FOR DRAINAGE WORKS VIOLATIONS, TO PROVIDE LEGAL PROCEDURES FOR THE ASSESSMENT OF ABATEMENT COSTS, TO PROVIDE A VOLUNTARY CULVERT SPECIAL ASSESSMENT ASSISTANCE PROGRAM FOR THE REPAIR, REPLACEMENT, CONSTRUCTION AND/OR MAINTENANCE OF PRIVATELY OWNED CULVERTS, CULVERT CROSSINGS, AND/OR CULVERT BRIDGES, TO REMOVE HAULING PERMITTING PROVISIONS, AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves, Florida (“Town”), is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Loxahatchee Groves Water Control District (“District”) was an independent special district of the State of Florida until it was dissolved in 2018 and transferred to the Town as a dependent special district; and

WHEREAS, the District provides surface water management, road maintenance, and related services for the Town; and

WHEREAS, the special acts that provided for the duties and other provisions governing the District became ordinances of the Town when the District became dependent and are set forth in the Town’s Code of Ordinances as Chapter 46; and

WHEREAS, such ordinances require reorganization to allow for easier access to the District’s procedures and responsibilities and a more efficient and practical structure for the same; and

WHEREAS, drainage works include culverts, culvert crossings, culvert bridges, bridges, swales, drainage ditches, canals, or other drainage systems that connect with or cross over any of the works of the district, or lie within the rights-of-way of the town; and

WHEREAS, the Town continues to be concerned with privately owned and maintained drainage works that are deteriorating, improperly constructed, or otherwise adversely impacting the District, its operations, or any of its works; and

WHEREAS, drainage works play a crucial role in managing the flow of water around and beneath private property and public roadways and other rights-of-way and draining runoff and stormwater out of the town’s residential properties; and

WHEREAS, failing drainage works create poor drainage, flooding issues and water quality problems for the Town’s agricultural, residential and commercial properties; and

WHEREAS, often times, the cost for repairs, removal and/or replacements of drainage works is too expensive for individual landowners to undertake and, as a result, such drainage works remain in disrepair and continue to cause problems to the District’s operations; and

WHEREAS, when a drainage works is adversely impacting the District, its operations, or any of its works, the District requires an efficient and effective process to quickly address and correct the deficiencies causing the impact; and

WHEREAS, the District has the power to levy assessments pursuant to Chapter 298, Florida Statutes and as otherwise authorized by other laws including but not limited to its existing ordinances; and

WHEREAS, the Town wishes to amend Chapter 46 “Special Districts” to include a process whereby private landowners may engage the District to manage payments to the contractor procured by the landowner(s) to repair and/or replace privately owned culverts that are adversely impacting the District and to charge the affected landowner(s) a special assessment(s) to pay for such work, including an administrative fee (the “Culvert Special Assessment Assistance Program”); and

WHEREAS, the Town wishes to amend Chapter 46 to also provide additional due process protections for property owners cited for drainage works violations and to include additional legal and procedural support for special assessments for the abatement of violations; and

WHEREAS, in accordance with Florida law, special assessments will only be assessed if the services performed by the District confer a special benefit on the property assessed and the assessment is fairly and reasonably apportioned among the properties that receive the special benefit; and

WHEREAS, the District’s Board of Supervisors reviewed and considered this ordinance on the ____ day of _____, 2024 and recommended the Town Council’s approval of the ordinance as herein written; and

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

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

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

Section 2. The Town of Loxahatchee Groves hereby amends Chapter 46 “Special Districts” by reorganizing and amending the Chapter to read as follows:

Chapter 46 – SPECIAL DISTRICTS

ARTICLE I. – LOXAHATCHEE GROVES WATER CONTROL DISTRICT

DIVISION 1. – GENERAL PROVISIONS.

Sec. 46-1. – In general Loxahatchee Groves Water Control District.

- (a) *Name and duration of district.* The district is a dependent district of the town. The name of the district shall be Loxahatchee Groves Water Control District, hereinafter referred to as the “district.” The corporate life of the district is extended perpetually.
- (b) *Board of supervisors.* The town council shall serve as the board of supervisors for the district.
- (c) *Levy of assessments of land less than one acre.* In the levying and assessing of all assessments by the district, created under F.S. ch. 298, each tract or parcel of land less than one acre in area shall be assessed as a full acre.
- (d) *Coordination with town.* In accordance with F.S. ch. 298 and to make the most efficient use of its powers, the district will cooperate and coordinate its activities with the town. Based on this premise and for mutual advantage, the district may coordinate with the town to administer the district’s programs and responsibilities set forth in this chapter. Such coordination shall be in the form of a written agreement signed by both parties. When a valid agreement exists, and the town is charged with enforcing or administering any provision of this chapter, the term “district” shall also include “town” where applicable to perform such agreement. The district shall retain ultimate control and supervision over matters of the district.
- (e) *Definitions.* As used in this division, the following terms shall have the meanings ascribed thereto by this section unless the context clearly requires otherwise:

“Adversely impacts” means having a negative effect on, such as, restricting the normal conveyance of water, increasing flooding, erosion and/or sedimentation, or increasing the cost of public services, as determined in the reasonable discretion of the district.

“Culvert” means a capital improvement comprised of a pipe, channel, tunnel, or other drainage feature or structure and related facilities including baffles, drainage structures, endwalls, etc. intended to direct the flow of stormwater under, around, or through driveways, roads, trails, or other obstructions.

“Drainage Works” means culverts, culvert crossings, culvert bridges, bridges, swales, drainage ditches, canals, or other drainage systems that connect with or cross over any of the works of the district, or lie within the rights-of-way of the town.

“Property Owner” means, collectively, all of the record owners of the subject property.

Sec. 46-2. – General powers of the district.

(a) ~~(4)~~ Exercise of powers. ~~To the extent permitted by law, the powers granted in this divisionsection may be exercised without the necessity of modifying or amending the water control plan for the district.~~ ~~(5)~~ Unless otherwise required by law or this chapter, the powers set forth in this divisionsection shall be exercised by resolution adopted by a majority of the membership of the board of supervisors.

(b) ~~(d)~~ Powers of the district.Roads.

(1) Road maintenance, etc.

- a. In addition to the powers provided for in F.S. ch. 298, the district shall have the power to maintain roadways and roads necessary and convenient for the exercise of the powers or duties of the district or the supervisors thereof in coordination with the town; and in furtherance of the purpose and intent of this ~~divisionsection~~ and F.S. ch. 298, in coordination with the town, to maintain roadways and roads necessary and convenient to provide access to and efficient development of areas made suitable and available for cultivation, settlement, and other beneficial use and development as a result of the reclamation operations of the district, including all the roads shown on the replat of the town, as recorded in Plat Book 12, Page 29, Palm Beach County Public Records; and to provide funds for this purpose in its annual levy of district assessments.
- b. ~~(3)~~In addition to the powers of the district, elsewhere provided by general or special law, or ordinance or resolution, the district shall have the power, in coordination with the town, to construct, maintain, improve, and repair roadways and roads necessary and convenient for the exercise of any of the powers or duties of the district or the board of supervisors thereof, including, but not limited to, all the roads shown on the replat of the town, as recorded in Plat Book 12, Page 29, Palm Beach County Public Records, or to provide access to and development of areas within the district, or both; to provide funds for such construction, maintenance, improvement, or repair through the levying of assessments pursuant to F.S. ch. 298, or this ~~divisionsection~~, or both; and to acquire land, including any interest therein, by purchase, gift, exchange, or eminent domain, for such construction, maintenance, improvement, or repair. Notwithstanding anything contained herein, the district's ability, under F.S. ch. 298, to create and assess units of development shall be unaffected.

(2) Road improvement program.–The board of supervisors of the district is hereby authorized, empowered, and permitted, in coordination with the town, to expend funds of the district to pay for surveying, engineering studies, and plans and other related services in preparation of construction documents for the purpose of developing a road improvement program for the construction, maintenance, improvement, and repair of dedicated roads and road rights-of-way, including the swales thereof, within the district.

~~(c)(8)~~Drainage works. The district shall have the power to require maintenance, removal, and/or repairs, including replacement, of any Drainage Worksswale, drainage ditch, culvert, or canal connecting to any of the works of the district where lack of such maintenance such Drainage Works adversely impacts the district, its operations, or any of its works. The board of supervisors shall cause notice to be given to any person owning land on which any such a Drainage Worksareswale, drainage ditch, culvert, or canal is located in the event such maintenance is required, and, if the requested maintenance is not performed within 30 days of said notice, unless extended by the board of supervisors, the district may go upon such property and perform said maintenance and assess the owner of the property for the district's cost thereof.

~~(d)(7)~~Uniform standards. The district shall have the power to adopt, by resolution, a uniform standard for Drainage Workculvert crossings, bridges, culverts, or other drainage systems that connect with or cross over any of the works of, or lie within the rights of way of, the district. The uniform standards adopted by the district shall be consistent with the Town's adopted standards for access. If the district so establishes a uniform standard, the district shall by resolution adopt procedures:

~~(1)a.~~Which shall require notice of such uniform standards to be given to persons owning lands upon which, adjacent to, or, to the best of the district's knowledge, using any Drainage Workculvert crossings, bridges, culverts, or other drainage systems that connect with or cross over any of the works of, or lie within the rights of way of, the district and to such other persons as the board of supervisors shall deem to be necessary or desirable, or both. The uniform standards and any subsequent changes to the uniform standards shall be available for inspection and copying at Town Hall and provided upon request.

~~(2)b.~~Which shall authorize granting permits for Drainage Workculvert crossings, bridges, culverts, or other drainage systems, or pursuant to such uniform standards, and the The district may allow for permits to be applied for by a single landowner, or by multiple landowners, or provided that, in the case of multiple landowners, such landowners may establish a single entity to represent all such landowners to apply for and obtain the permit and construct and maintain the Drainage Works. culvert crossings, bridges, culverts, or other drainage systems. Any such single entity applying for a permit shall be subject to review by the district to ensure that said entity has and shall have the legal authority to assess such landowners for the cost of construction and maintenance of such Drainage Works. All permittees shall enter into a maintenance agreement with the district for the permitted Drainage Works. Such maintenance agreement shall, at a minimum, provide for the landowner's maintenance of the Drainage Works in accordance with this chapter and all other applicable laws, rules and regulations. culverts, drainage systems, culvert crossings, or bridges, that such The single entity's power to assess the landowners shall runs with the land of the landowners creating the entity, and that the district can enforce such assessment power if necessary. Each required maintenance agreement shall be signed by all affected landowners or a person with the legal authority to bind the single entity and shall be recorded in the official records of Palm Beach County, Florida. Such agreement shall run with the land. The form of the maintenance agreement shall be pre-approved by the district's attorney.

~~e. Which shall, except as hereinafter provided, require as to culverts or other drainage systems not less than 60 days' written notice to be given to persons owning lands upon which any culverts or other drainage systems exist in violation of any such uniform standards prior to the taking of any enforcement action by the district. Less than 30 days' notice, in writing or otherwise, of violations of the uniform standards may be provided in emergency situations. If, after such notice pursuant to this subsection, any landowner shall fail to conform to such uniform standards, the district may enter upon such lands and take such action as necessary to cause such violation to be corrected and may assess the owner of such land for the district's costs in connection therewith. Upon the failure of any property owner to pay any assessment levied by the board of supervisors pursuant to subsection (d)(7)d of this section within 30 days of receipt by such owner of notice of said assessment, the district shall have a lien on all lands and premises affected thereby. To the extent permitted by law, such lien shall be superior and paramount to the interest in such land and premises of any owner, lessee, tenant, mortgagee, or other person except the lien of state, county, or district taxes and shall be on a parity with the lien of any such state, county, or district taxes. Such lien shall bear interest at an annual rate equal to the interest rate due on judgments, pursuant to F.S. § 55.03, per year, and shall, until paid, remain in effect in perpetuity.~~

~~d. Which shall provide that in the event any culvert crossing or bridge, whether or not permitted by the district, is determined by the district to be restricting the normal conveyance of water in a district canal, the district shall notify the permit holder of said structure, or if there is no permit on file with the district for said structure, the district shall notify the landowners using such structure that the following options are available regarding the structure:~~

Notwithstanding any provisions contained in this subsection (d7), the ability of the district's board of supervisors under F.S. ch. 298 to create and assess units of development shall be unaffected.

(e) District works permits. The district shall have the authority to require and issue permits for all works within the district and any connections to any district works.

Sec. 46-3. – Enforcement of drainage works violations.

(a) Violations. Any Drainage Works that (1) is not constructed or maintained in accordance with an adopted uniform standard; and (2) is not properly permitted; or (3) restricts the normal conveyance of water or otherwise adversely impacts the district, its operations, or any of its works, is declared a nuisance and a violation of this division.

(b) Options for compliance. The Property Owner may comply the violation, as applicable, as follows:

(1)1- The Drainage Worksstructure may be repaired, by the permit holder or the landowners using the structure, in conformance with current district standards (as determined by a licensed engineer), including obtaining a permit from the district pursuant to its uniform standards and procedures.

(2)2- The Drainage Worksstructure may be abandoned and removed by the permit holder at its expense after prior written notice is provided to the district. ~~or, if the structure has not been permitted, †The district may shall remove the Drainage Worksstructure only if~~

the district secures an affidavit acknowledging abandonment and executed by all interested parties or otherwise through the notice of violation process, and the district shall not be liable to any person or entity that uses such structure for its removal.

~~(3)3-~~ The landowners using such the Drainage Works structure may apply for a permit to construct a conforming replacement structure. This process shall require obtaining a permit issued by the district pursuant to its uniform standards and procedures, said permit to be contingent upon the removal of the nonconforming Drainage Works structure and the construction of a replacement structure at the sole expense of said landowners.

~~(4)4-~~ With respect to subsections (b)(7)d- (1) and (3) of this section, in the event that there are multiple landowners involved, the landowners may establish a single entity as set forth in subsection 46-2(d)(2)(7)b- of this section to represent all such landowners. Prior to a permit being issued, the single entity or all affected landowners shall enter into a maintenance agreement for the Drainage Works. Such maintenance agreement shall, at a minimum, provide for the landowner's maintenance of the Drainage Works in accordance with this chapter and all other applicable laws, rules and regulations. Such agreement shall be signed by all affected landowners or a person with the legal authority to bind the single entity and shall be recorded in the official records of Palm Beach County, Florida. Maintenance agreements shall run with the land. The form of the maintenance agreement must be pre-approved by the district's attorney.

~~(5)5-~~ Alternatively, the affected landowners may pursue the voluntary culvert assessment program set forth in this chapter. request the district, via referendum of the landowners utilizing the structure, upon a majority vote of such landowners, on a per-acre basis, to establish a special taxing unit of all such landowners to pay a special assessment to cover the initial costs, including, but not limited to, engineering fees, removal costs, repair or replacement construction costs, dedication of adjoining road, and permit fees and the structure shall thereafter be a district-owned structure maintained by the district.

~~(6)6-~~ The special magistrate for the town may order any other reasonable requirements to comply the violation(s). The permit holder of a structure restricting the normal conveyance of water in a district canal, or if said structure is unpermitted, the landowners as reasonably determined by the district to be using such structure, shall have 60 days after notice is sent to respond to the district regarding which option set forth in this subsection (7) has been chosen and an additional 120 days to repair or remove said structure.

- (c) Establishment of nuisance abatement special assessment district. The district, in its entirety, as its boundaries exist on the date of enactment of this section and as they may be expanded or contracted from time to time, is hereby declared a drainage works abatement special assessment district for the purposes of repairing, replacing, or removing existing Drainage Works. Individual properties, within the district's boundaries, will be assessed for the costs incurred by the district in repairing, replacing, or removing any Drainage Works that serve such individual properties. The repair, replacement, or removal of Drainage Works that adversely impact the district, its operations or any of its works constitutes a municipal service which specifically benefits the property(ies) upon which the Drainage Works attaches, benefits, or otherwise affects, and the assessment of the costs incurred by the district in repairing, replacing, or removing such Drainage Works against any such property(ies) is deemed fair and reasonable.

The costs incurred by the district in repairing, replacing, or removing Drainage Works shall be levied as a special assessment. The enforcement of this division is supplemental to and outside of Chapter 162, Part I, Florida Statutes.

(d) Enforcement procedure.

(1) Violation found. If a violation is found, the district will notify the Property Owner, as stated upon the last records of the county tax collector or property appraiser, that a nuisance exists which is a violation of this division. The notice shall be provided to the Property Owner by regular and certified mail, return receipt requested, or by hand delivery which shall be effective and complete when delivered. In the event that the mailed notice is returned by the postal authorities or the return receipt is not received by the district within thirty (30) days after mailing, the notice shall be given by physical posting of the notice on the subject property. Notice by posting shall be considered delivered on the date posted. When there is more than one owner, service as herein provided on any one owner shall be sufficient notice.

(2) Notice of violation contents. The notice will notify the Property Owner of the following:

- a. A public nuisance exists on the land and a brief description of the location and the nuisance;
- b. A reasonable time to comply the violation;
- c. The owner has thirty (30) days from the date the notice is delivered to file with the district a written request for a hearing before a special magistrate;
- d. If the owner fails to timely comply the violation and a hearing is not timely requested, the district may have the violation abated at the expense of the owner, including all costs of inspection and administration.
- e. If the district has the violation abated, the costs of the work, together with all costs of inspection, administration, and all other related costs shall be a special assessment lien against the property and shall be equal in dignity to taxes.

(3) Right to appeal; abatement. The Property Owner shall have thirty (30) days from the date the notice is delivered to file with the district a written request for an appeal of the finding of a violation by the district. Failure to timely file a request for an appeal with the district or to appear before the special magistrate shall be deemed a waiver of the Property Owner's rights to appeal the finding of a violation and the district's right to perform the maintenance, repairs, removal, and/or replacement and charge the owner for the same. If an appeal is not timely requested, the district, may, upon the expiration of the time given to comply the violation, reinspect the property to determine whether the nuisance has been abated. If the Property Owner fails to timely abate the nuisance, the district may cause its abatement and charge the Property Owner the costs of such abatement. The costs of the abatement,

including the costs of inspection, administration, and all other related costs, will be assessed against the property as set forth in this section for nuisance assessments.

(4) Appeal. If an appeal is timely requested, enforcement action shall proceed as follows:

- a. Generally. The district will coordinate with the town to use the town's special magistrate to hear these matters on a regularly scheduled agenda. The district shall send a written notice of the hearing date, time, and location to the Property Owner by regular U.S. mail at the mailing address provided by the owner in its request for a hearing.
- b. Procedures. Upon request of the district, a special magistrate hearing shall be scheduled. Minutes shall be kept of all special magistrate hearings. The case shall be presented to the special magistrate, and if the district prevails in prosecuting a case before the special magistrate, it shall be entitled to recover all costs in prosecuting the case before the magistrate and such costs will be included in the lien authorized hereunder. The magistrate shall take testimony from the appropriate staff and alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. At the conclusion of the hearing or a reasonable time thereafter, the special magistrate shall issue an order that includes findings of fact, based on evidence of record, conclusions of law, and proper relief. The order may also include a time to comply as described in this subsection and a fine may be imposed along with the costs of repairs if the order is not complied with. The decision of the special magistrate will be final.
- c. Time to comply. If after hearing testimony and reviewing evidence, the special magistrate determines that the Drainage Works requires maintenance, repairs, removal, and/or replacement and is in violation of this division, administrative costs will be assessed against the owner, and the owner shall have a reasonable time, as determined by the special magistrate, to perform the maintenance, repairs, removal, and/or replacement. After the time to perform the maintenance, repairs, removal, and/or replacement has expired, the district will be authorized to perform the maintenance, repairs, removal, and/or replacement at the expense of the Property Owner. The costs of the abatement including the costs of inspection, administration, and all other related costs will be assessed against the property as set forth in this section for nuisance assessments. After the time to perform the maintenance, repairs, removal, and/or replacement has expired, in the alternative to performing the abatement, the district will have the right to impose a daily fine (up to \$250.00 per day) for each day the violation continues after the time set for compliance. A certified copy of an order imposing a daily fine may be recorded in the public records and thereafter shall be a lien against the property.

(5) Emergencies. If the district finds that a violation poses an immediate hazard to life, property or public safety, the violation may be deemed an emergency. In emergency situations, the time periods for notice and response may be shortened by the district as is reasonable under the circumstances. Emergencies shall be handled as follows:

- a. Notice and hearing. The district will make a reasonable effort to notify the Property Owner and may immediately request a hearing before the special magistrate. The notice shall include a brief description of the violation, time to comply the violation, if appropriate under the circumstances, and the date, time, and location of the hearing. The special magistrate will determine if a violation has occurred, provide a reasonable time to comply (if appropriate), allow the district to abate the violation if the owner fails to timely comply the violation, and charge the Property Owner the costs for such abatement. If the Property Owner fails to attend the hearing or the special magistrate otherwise finds that the situation does not or should not allow for an opportunity for the Property Owner to comply the property, the special magistrate may provide for the district's authority to immediately abate the violation. If the district does not intend to abate the violation, the special magistrate may provide the Property Owner a time to comply the violation and impose a daily fine for each day the property remains in violation past the date set for compliance. The hearing shall be conducted in accordance with the hearing procedures set forth in section 46-3(c)(4) of this Code, and the decision of the special magistrate will be final.
- b. District responsibilities. The district shall not be required to abate any violation, but may voluntarily undertake abatement if authorized to do so by the special magistrate or as authorized elsewhere in this chapter. If the district abates a violation, there is no continuing obligation on the part of the district to make further repairs or to maintain the property or the Drainage Works, and the abatement does not create any liability against the district for any damages to the property.
- c. Costs of abatement. The costs of abatement, including the costs of inspection, administration, and all other related costs, will be assessed against the property as set forth in this section for nuisance assessments.
- d. Notices. Notices under this subsection shall be provided to the Property Owner at the mailing address provided for on the tax collector's or property appraiser's website. Notices shall be delivered either by hand-delivery or by posting and mailing by regular U.S. mail and certified mail, return receipt requested. The notice shall be deemed to have been received on the date of hand-delivery or the earlier of the date the return receipt was signed or ten (10) days after the notice was first posted.

(6) Abatement costs. Abatement costs may include any costs, fees or other expenses reasonably related to the abatement of the conditions which violate this chapter and shall include, at a minimum, enforcement, investigation, inspection, reinspection, removal, repair, replacement, and/or correction of Drainage Works, permitting, surveying, securing easements, legal advice, engineering consultations, other professional consulting fees, and

administrative costs. Administrative costs may include the cost of town staff time reasonably related to enforcement (e.g., site inspections, travel time, investigations, telephone contacts, preparation of reports, notices, correspondence, hearing packets, etc.), mailing costs, copies, and any other reasonable costs incurred in connection with the abatement of the nuisance.

(e) Special Assessments.

(1) Nuisance assessments. Upon the failure of any pProperty oOwner to pay any such abatement assessment within 30 days of receipt by such owner of notice of the assessment, the district shall have a special assessment lien on all lands and premises affected thereby. The costs of the work, together with all costs of inspection, administration and all other related costs shall be a special assessment lien against the affected property(ies). The board of supervisors may, by the adoption of a resolution levying such charges, document such lien(s) in the amount of the charges outstanding, or such greater or lesser amount as the board of supervisors shall decide is just and fair. Assessment of liens levied in this manner may be recorded in the public records of the county. Such lien shall be superior and paramount to the interest in such land and premises of any owner, lessee, tenant, mortgagee, or other person except the lien of state, county, town, or district taxes and shall be on a parity with the lien of any such state, county, town, or district taxes. Such lien shall bear interest at an annual rate equal to the interest rate due on judgments, pursuant to F.S. § 55.03, per year and shall, until paid, remain in effect in perpetuity.

(2) Collection. Assessments may be certified to the tax collector for collection pursuant to the uniform method provided in F.S. § 197.3632, as more specifically set forth in ch. 42 of the Code and section 46-4(b) of this division. In the alternative, the board of supervisors may elect to collect assessments by any other method which is authorized by law.

(3) Daily fines. In the event the special magistrate imposes a daily fine instead of authorizing abatement, any daily fines imposed under this section, together with all costs of inspection, administration, and all other related costs shall be recorded as a lien against the real property. Such lien shall be in lieu of and not be part of the special assessment.

(f) Appeal to circuit court. Any person adversely affected by a final order of the special magistrate pursuant to this section may file an appeal to the Circuit Court of Palm Beach County. Such appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the special magistrate. The appeal shall be filed within thirty (30) days of the execution of the order to be appealed. The filing of an appeal shall not automatically constitute a stay of the proceedings without further action by the court.

Sec. 46-4. – Financial and additional assessment powers of district.

- (a) ~~(6)~~ Generally. The board of supervisors, in the exercise of powers pursuant to this division section, may establish different special assessment areas within the district according to the benefits received, and may revise such areas according to the benefits received from time to time, so as to most equitably provide for the levying of special assessments according to benefits as are deemed desirable by the board of supervisors.
- (b) Uniform Method; collection alternatives. ~~(H)~~ All special assessments levied pursuant to this division section may, in the discretion of the board, be collected pursuant to the Uniform Method set forth in section 197.3632, Florida Statutes, as amended from time to time. The board may follow the procedures for the Uniform Method set forth in chapter 42 of this Code. Using the Uniform Method will allow the special assessments to be collected by the tax collector of the county at the same time as the general county taxes are collected by the tax collector of the county, and the board shall in such event certify to the county tax collector a list of all such special assessments and a description of the lands and names of the owners of the properties against which such special assessments have been levied and the amounts to become due therefrom in the next succeeding year, including any interest thereon for any deficiencies for prior years. The board may in lieu of providing for the collection of said special assessments by the tax collector of the county, provide for the collection of the special assessments by the district under such terms and conditions as the board shall determine. In such event, the bills or statements for the amounts due at any time and from time to time shall be mailed to the owners of all properties affected by such special assessments at such time as the board shall determine. Special assessments may also be collected pursuant to any other available remedy at law or in equity. All charges of the county tax collector or of the district, and the fees, costs, and expenses of any paying agents, trustees, or other fiduciaries for assessment bonds issued under this division section, shall be deemed to be costs of the operation and maintenance of any improvements in connection with which such special assessments were levied and the board shall be authorized and directed to provide for the payment each year of such costs of collection, fees, and other expenses from additional special assessments or from the maintenance tax as provided by general law. Unless otherwise prohibited by law, ordinance, rule or policy, Property Owners who are subject to any special assessment set forth in this division may, at their option, prepay the assessment plus interest, if applicable, in full at any time.
- (c) ~~(9)~~ Formal special assessment district procedures. The board of supervisors of the district, in order to carry out any of ~~the its~~ powers set forth in ~~subsections (d)(3) through (6)~~ of this division section, may levy and impose special assessments against any or all of the real property within the district upon a determination that the construction, maintenance, improvement, repair, removal, or operation of said improvements or services provided to existing improvements provide a benefit to such real property. The assessments shall be imposed upon the property specially benefited by such construction, maintenance, improvement, repair, removal, or operation in proportion to the benefits to be derived therefrom, and the special benefits shall be determined and prorated by a method prescribed by the board of supervisors. The district may use the following procedure to levy special assessments that will apply to more than one (1) parcel:

~~(1)a.~~ The board of supervisors, if it elects to assess a special benefit, shall declare by a resolution the nature of the proposed improvement or the services provided to existing improvements, shall designate the location of the improvement or the service provided to existing improvements, and shall state the part or portion of the expense thereof to be paid by special assessments, the manner in which said assessments shall be made, when said assessments are to be paid, and what part, if any, shall be apportioned to and paid from the funds of the district. The resolution shall also identify the lands upon which the special assessments shall be levied. The resolution shall state the total estimated cost of the improvement or service to be provided to existing improvements.

~~(2)b.~~ Within 30 days after the adoption of the resolution, the board of supervisors shall cause said resolution to be published one time in a newspaper of general circulation in the county.

~~(3)c.~~ Upon the adoption of the resolution, the board of supervisors shall cause to be made an assessment roll in accordance with the method of assessment provided for in said resolution, which assessment roll shall be promptly completed and filed with the records of the board of supervisors. The lands assessed, the amount of the assessment against such lands, and, if said assessment is to be paid in installments, the number of annual installments in which the assessment is divided shall be entered and shown on said assessment roll.

~~(4)d.~~ On the completion of said assessment roll, the board of supervisors shall by resolution fix a time and place at which the owners of the property to be assessed, or any other persons interested therein, may appear before said board of supervisors and be heard as to the propriety and advisability of making such improvements or providing said services, as to the cost thereof, and as to the amount thereof to be assessed against each property so improved. Notice in writing of such time and place shall be given to the ~~p~~Property ~~o~~Owners.

~~(5)e.~~ At a time and place named in the notice provided for in this subsection ~~(c)~~ ~~(d)~~ ~~(9)~~ ~~d~~ of ~~this~~ section, the board of supervisors of the district shall meet as an adjustment board to hear and consider any and all complaints as to the special assessments and shall adjust the assessments on an equitable basis. After the special assessments are so adjusted and approved by resolution, such assessments shall stand confirmed and, until paid, shall remain legal, valid, and binding liens upon the property against which such assessments are made of equal dignity with the lien for county taxes. However, upon completion of the improvement, or provision of service to existing improvements, the board of supervisors shall credit to each of the assessments the difference in the assessment as originally made, approved, and confirmed and the proportionate part of the actual cost of the improvement or service to be paid by special assessments as finally determined on the completion of the improvement or service, but in no event shall the final assessments exceed the amount of benefits originally assessed. Promptly after confirmation, the assessments shall be recorded in the public records of the county and the record of the lien shall constitute prima facie evidence of its validity.

~~(6)f.~~ The special assessments shall be payable at the time and in the manner stipulated in the resolution authorizing the improvement or service. Such assessments shall remain liens, coequal in priority with the lien of county taxes, until paid. Assessments not paid when due shall bear interest at such rates, not in excess of the maximum legal rate, prescribed by the board of supervisors in the resolution.

~~(7)g.~~ Each annual installment of special assessments provided for shall be paid upon the date specified in said resolution, until the entire amount of said assessment has been paid, and, on the failure of any ~~p~~Property ~~o~~Owner to pay any annual installment due or any part thereof, or any interest on any delinquent payment, the district shall have a lien on all lands and premises affected thereby. Such lien shall be superior and paramount to the interest in such land and premises of any owner, lessee, tenant, mortgagee, or other person except the lien of state, county, or district taxes and shall be on a parity with the lien of any state, county, or district taxes. Such lien shall, until paid, remain in effect in perpetuity.

~~(8)h.~~ If any special assessment made under the provisions of this subsection (c) to defray the whole or any part of the expense of any improvement or provision of any service is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or if the board of supervisors of the district is satisfied that any assessment is so irregular or defective that the same cannot be enforced or collected, or if the board of supervisors omitted to make such assessment when it might have done so, the board shall take all necessary steps to cause a new assessment to be made for the whole or any part of any improvement or service provided or against any property benefited by any improvement or service provided, following as nearly as possible the provisions of this subsection (c), and, in case such second assessment shall be annulled, the board of supervisors may obtain and make other assessments until a valid assessment is made.

~~(9)i.~~ An informality or any irregularity in the proceedings in connection with the levy of any special assessment under this subsection (c) shall not affect the validity of the same where the assessment roll has been confirmed by the board of supervisors, and the assessment roll as finally approved and confirmed shall be competent and sufficient evidence that the assessment was duly levied, the assessment was duly made and adopted, and that all other proceedings adequate to the adoption of the assessment roll were duly had, taken, and performed as required by this section; no variance from the directions hereunder shall be held material unless it is clearly shown that the party objecting was materially injured thereby.

~~(10)j.~~ The district may levy assessments using the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments set forth in state statutes. Compliance by the district with the requirements of the statutory Uniform Method shall be deemed to satisfy the procedural requirements in this subsection (c9).

(d) Voluntary Culvert Special Assessment Assistance Program.

(1) Purpose. This subsection (d) sets forth a procedure wherein residents may seek financial assistance from the district for the repair or replacement of culverts located on private property.

(2) Definitions. Powers of the district. As used in this subsection (d), the following terms shall have the meanings ascribed thereto unless the context clearly requires otherwise:

“Assessed Parcel” means a parcel of real property subject to an assessment under this subsection.

“Assessment Coordinator” means the chief administrative officer of the district, or such person’s designee responsible for coordinating calculation and collection of assessments as provided for in this subsection.

“Assessment Roll” means the list of Assessed Parcels subject to the assessments imposed under this subsection. References to the term “Assessment Roll” shall include, as the context requires, any electronic spreadsheet or database maintained by the district containing a list of Assessed Parcels and the current principal balance imposed against such parcels, as well as the “non-ad valorem assessment roll” contemplated by the Uniform Assessment Collection Act which is certified to the Tax Collector for collection of annual installments of the assessments levied under this subsection.

“Culvert Assessment” means a non-ad valorem special assessment imposed by the board pursuant to this subsection to fund Culvert Improvements. The term “assessment” and the reference to non-ad valorem assessments herein means those assessments which are not based upon millage and which can become a lien against a homestead as permitted by Article X, Section 4 of the State Constitution.

“Culvert Improvements” means the capital facilities surveyed, designed, permitted and constructed, demolished or installed to improve and/or repair Culverts.

“Financing Agreement” means an agreement between the board and the Property Owner providing for the financing of Culvert Improvements and the imposition of a Culvert Assessment against an Assessed Parcel.

“Uniform Assessment Collection Act” means sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

- (3) Initiation of services. A Property Owner who has been notified by the district that his or her culvert is in violation of this division or otherwise has a culvert in disrepair, may apply to the district using a form approved by the district.
- (4) Application. The application shall include, at a minimum:
- a. A copy of the deed or other instrument showing the applicant's current ownership of the property.
 - b. An estimate for the costs of the Culvert Improvements proposed for the property, prepared by one of the district's competitively procured contractors, which estimate must be valid for a period of not less than ninety (90) days from the date the application is submitted.
 - c. The most recent statements for any mortgages encumbering the property and the consent of the mortgagee that the special assessment(s) levied herein shall be an interest superior to the mortgage and in the property to which the mortgage encumbers. The form of such consent shall be approved by the district.
 - d. The district may allow for an application by multiple landowners if such landowners either establish a single entity to represent all such landowners and have a person with the legal authority to bind the single entity or if all the landowners execute the application and all other required documents.
- (5) Approval criteria for applications. The Assessment Coordinator shall utilize the following criteria in determining whether an application for financing of Culvert Improvements shall be approved by the district:
- a. The funding program established herein shall only be available for the improvement and/or repair of existing Culvert facilities. Culvert Improvements shall not be financed hereunder for property or facilities under new construction or construction for which a certificate of occupancy or similar evidence of substantial completion of new construction or improvement has not been issued.
 - b. All property taxes and any other assessments levied on the same bill as property taxes for the Assessed Parcel are paid and have not been delinquent for the preceding three (3) years or the Property's Owner's period of ownership, whichever is less.

- c. The Assessed Parcel(s) must be located in the Town of Loxahatchee Groves, Florida, and the culvert must be for a connection to a roadway maintained by the town or district.
- d. The Property Owner(s) must have fee simple title to the Assessed Parcel(s).
- (6) Application approval or denial. The Assessment Coordinator shall review the application and provide written notice of approval or denial within forty-five (45) days of receipt. If the application is denied, the written notice shall specify the reason(s) for denial. A written notice of approval shall include direction to the Property Owner regarding the deadline for returning an executed Financing Agreement and maintenance agreement to the Assessment Coordinator. Such maintenance agreement shall, at a minimum, provide for the Property Owner's maintenance of the Culvert Improvements in accordance with this chapter and all other applicable laws, rules and regulations. If required, the Property Owner shall obtain a residential driveway permit from the town for the proposed Culvert Improvements prior to commencement of work.
- (7) Selection of contractor. The district will competitively solicit one or more qualified contractors to perform Culvert Improvements. Property Owners will be required to select a contractor from the district's list of qualified contractors and enter into a direct contract with the selected contractor to perform the work.
- (8) Financing agreement. A Property Owner approved for funding hereunder must enter into a Financing Agreement with the district. The Financing Agreement shall be in a form approved by the district attorney, shall be signed by each owner of record for the Assessed Parcel, and shall include, at a minimum, an acknowledgement by the Property Owner that a non-ad valorem special assessment will be imposed against the Assessed Parcel to fund the Culvert Improvements, and that the annual installments of the Culvert Assessment will be collected pursuant to the Uniform Assessment Collection Act. When the fully executed Financing Agreement is returned to the Assessment Coordinator, the agreement shall be signed by the board of supervisors or designee, on behalf of the district, and recorded in the public records.
- (9) Maintenance agreement. A Property Owner approved for funding hereunder must also enter into a maintenance agreement with the district for the permitted Culvert Improvements. The maintenance agreement shall be signed by the Property Owner or, in the case of multiple landowners, by all affected landowners or a person with the legal authority to bind the single entity established to represent the multiple landowners. Such agreement shall run with the land. The form of the maintenance agreement shall be pre-approved by the district's attorney.

(10) Disbursement. Upon recording of the Financing Agreement and the maintenance agreement, funding for the Culvert Improvements shall be disbursed as follows:

- a. The district shall retain an amount not to exceed ten percent (10%) of the Culvert Assessment to cover overhead expenses such as recording fees, credit reports, title searches and other similar expenses. The principal amount of the Culvert Assessment shall include the amount retained.
- b. The balance will be disbursed by the district directly to the vendor engaged by the Property Owner to construct or install the Culvert Improvements; provided, however, that, the amount disbursed to the vendor shall not exceed the estimate provided by the vendor and submitted along with the Property Owner's application for funding.
- c. Construction or installation of Culvert Improvements shall be completed prior to disbursement of payment to the vendor. Prior to such payment, the Culvert Improvements and associated driveway shall have passed the pre-pour and final inspection for construction.

(11) Procedure for collection of assessments pursuant to Uniform Method. Assessments may be certified to the tax collector for collection pursuant to the uniform method provided in F.S. § 197.3632, as more specifically set forth in ch. 42 of the Code and section 46-4(b) of this division. In the alternative, the district may elect to collect assessments by any other method which is authorized by law.

(12) Funding availability. The board shall determine on an annual basis whether to dedicate funds for the Culvert improvement program in the forthcoming fiscal year. Funds dedicated for such purpose shall be made available to Property Owners on a first-come, first-served basis.

(13) Policies. The board may adopt policies and procedures for the implementation of the voluntary culvert assistance assessment program.

(e) ~~(10)~~ Bonds.—The district is authorized to provide from time to time for the issuance of special assessment bonds of the district to pay all or any part of the cost of improvements. Any bonds issued by the district are subject to the limitations and requirements of the town Charter. The principal of and interest on any bonds shall be payable from special assessments sufficient to pay the bonds in the manner provided in the bonds, in this subsection (e), and the resolution authorizing such bonds. The bonds shall be authorized by resolutions of the board of supervisors of the district, adopted by a majority of the supervisors present and voting at a meeting of the supervisors. The bonds shall bear interest at rates not in excess of the maximum rates permitted by general law, may be in one or more series, may bear such dates, and may mature at any time not exceeding 40 years from their respective dates, may be payable in such medium of payment,

at such place or places within or without the state, may carry such registration privileges, may be subject to redemption prior to maturity, with or without premium, may be executed in such manner, may contain such terms, covenants, and conditions, and may be in such form otherwise as such resolution or subsequent resolutions shall provide. The bonds may be sold or exchanged for refunding bonds, or delivered to contractors in payment for any part of the work or improvements financed by such bonds, or delivered in exchange for any properties, either real, personal, or both, to be acquired for such works or improvements, in such manner as the district in its discretion shall determine. Pending the preparation of the definitive bonds, interim certificates or receipts or temporary bonds in such form and with such provisions as the district may determine may be issued to the purchasers of the bonds issued hereunder. The bonds and such interim certificates or receipts or temporary bonds shall be fully negotiable and shall be and constitute negotiable instruments within the meaning of and for all purposes of the law merchant and the Uniform Commercial Code of the State of Florida. To the extent permitted by law, the proceeds of the sale of any such bonds shall be used solely for the payment of the allowable costs of the district incurred or to be incurred in carrying out the powers set forth in subsections 46-2(a), 46-2(b)(1)b., and 46-4(a) and any other powers in this division relating to improvements to Drainage Works located on district/town property. (3), (4), (5) or (6) of this section, and Such proceeds shall be disbursed in such manner and under such restrictions as the district may provide in the authorizing resolution. The district may also provide for the replacement of any bonds which become mutilated or are stolen, destroyed, or lost, upon proper indemnification. A resolution providing for the issuance of special assessment bonds may also contain such limitations upon the issuance of additional bonds secured on a parity with the bonds theretofore issued as the district may deem proper.

- (f) *Borrowing authority to deal with disaster.* To allow the district to deal with the financial impact of the repair, replacement, or reconstruction of works of the district or other costs incurred by the district due to a “disaster,” as defined in F.S. § 252.34(1), the district is hereby authorized to borrow such funds as the district may reasonably determine are necessary to cope with the disaster. The district is also authorized to enter into a line of credit arrangement that will permit such borrowing, but funds can be drawn on the line of credit only after a state of emergency has been declared by the town, the county, the governor, or the President of the United States. The district may grant as security or collateral for borrowing under this subsection any local, state, or federal disaster relief payments (or similar type of payments) to be received by the district or maintenance assessments levied by the district pursuant to F.S. § 298.54, or both. This subsection is subject to the limitations and requirements of the Town Charter.

Sec. 46-5 – 46-159. – Reserved.

DIVISION 2. MISCELLANEOUS

~~(e) — *Permitting of hauling operations.*~~

~~(1) *Definitions.* The following words, terms and phrases, when used in this subsection (e), shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:~~

~~Excavate or excavation means any act by which material is cut into, dug, quarried, uncovered, removed, displaced, relocated, or otherwise deliberately distributed. Excavation excludes agricultural plowing and site grading and de-mucking in preparation for construction.~~

~~Haul or hauling means to cart, pull, carry, or transport in a motor vehicle.~~

~~(2) Application for hauling permit.~~

~~a. The town shall have the power to implement and enforce a permitting system necessary and convenient for the exercise of any of the powers or duties of the town thereof pertaining to all roads and roadways maintained by the town to provide access to or to restrict the use of roads or roadways within the town for the hauling of excavated material where such hauling exceeds 250 cubic yards of excavated material within a one year period to or from the property of any landowner.~~

~~b. In order to effect the regulation of hauling activities and the protection of the condition of district roads and roadways, the town:~~

~~1. May require the following information to be supplied in an application for a hauling permit made to the town:~~

~~(i) Name and address of proposed hauling operator.~~

~~(ii) Type and number of vehicles to be operated.~~

~~(iii) Origin and destinations of hauling load.~~

~~(iv) Description of routes upon which the hauling operation will be conducted.~~

~~(v) Dimensions and maximum total weight of hauling vehicles.~~

~~(vi) Requested hauling schedule, including times and dates of excavation and use of hauling route.~~

~~(vii) Verification of notice to all utility companies and municipalities along the proposed route and a copy of their reply.~~

~~(viii) Approval of the county's engineering department, if required.~~

~~(ix) Name and address of permit applicant, which shall be either the owner of the land within the town from which the material is excavated or transported to or the person or entity performing the excavation work in the town; if the latter, the landowner must also sign the permit application.~~

~~2. Shall require that the recipient of a hauling permit from the town coordinate with the town the hauling routes and the times during which hauling activities are permitted to take place.~~

~~3. Shall include, as a condition of the hauling permit, that the hauling operator, permit applicant and landowner (if not the permit applicant) not cause damage or loss from the undertaking of hauling activities to the property of the town or the district, including, but not limited to, town roads and roadways and adjacent private property. Notwithstanding the foregoing, the hauling operator, permit applicant, and landowner (if not the permit applicant) shall be liable for the repair of any such damage caused by hauling activities and shall reimburse the town and any adjacent private property owners for any loss or damage occasioned by hauling activities.~~

~~4. Shall require, as a condition of the approval of a hauling permit, evidence of insurance by the hauling operator to remain in force for the duration of the permit.~~

~~5. Shall require a permit applicant, the landowner (if not the permit applicant) and the hauling operator, jointly and severally, to indemnify and hold harmless the town and its agents, employees, officers, and supervisors from and against all claims, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from the exercise of hauling activities pursuant to the permit, provided that any such claim, damage, loss, or expense arises or results, in whole or in part, from the hauling operator's activities in connection with the hauling permit, and to execute an indemnity agreement so stating.~~

~~6. May assess and collect reasonable fees in connection with reviewing permit applications and approving the hauling permit.~~

~~7. May adopt rules to implement the purposes of this section.~~

~~(3) Liability.~~

~~a. Any person who, willfully or otherwise, hauls material on town roads or roadways shall obtain a hauling permit as required under this section and shall not violate the conditions of any hauling permit that has been granted by the town pursuant to this section.~~

~~b. Any person who willfully hauls excavated material on town roads or roadways without a hauling permit as required under this section or who violates the conditions of a hauling permit granted pursuant to this section is liable to any person injured thereby for the full amount of the injury occasioned to any land or crops or other property by reason of such hauling activities, and shall be liable to the town for double the cost of repairing any resulting damage to the district's roads or roadways.~~

~~c. Any person who willfully hauls excavated material upon the town roads or roadways without a hauling permit as required under this section, or in contravention of the conditions of a hauling permit granted pursuant to this section, shall be subject to a civil fine of up to \$500.00 per~~

~~occurrence, with each day that a violation occurs constituting a separate occurrence. Any violation of this section may be treated in the same manner as a noncriminal traffic infraction under F.S. ch. 318, and citations for such violations may be issued by traffic enforcement agencies in the same manner as traffic citations are issued under F.S. ch. 316.~~

~~d. If a hauling operator, permit applicant, or landowner (if not the permit applicant) upon notice, in writing or otherwise, fails to repair any damage occasioned by the hauling of materials on the road or roadways of the town within 24 hours of receiving said notice, the town may repair such damage and assess the owner of the land in the town from which the material was excavated or to which the material was hauled for the town's costs in connection with such repairs. Upon failure of any landowner to pay any assessments levied by the town pursuant to this section within 30 days of receipt of any owner of notice of the assessment, the town shall have a lien on all lands of such owner within the town. To the extent permitted by law, such shall be superior and paramount to the interest in such land and premises of any owner, lessee, tenant, mortgagee, or other person except the lien of state, county, or town or district taxes and any conservation easements and shall be on a parity with the lien of any such state, county, or town or district taxes and any conservation easements. Such liens shall bear interest at the annual rate equal to the interest rate due on judgments, pursuant to F.S. § 55.03, per year and shall, until paid, remain in effect in perpetuity.~~

~~(f) *Borrowing authority to deal with disaster.* To allow the district to deal with the financial impact of the repair, replacement, or reconstruction of works of the district or other costs incurred by the district due to a "disaster," as defined in F.S. § 252.34(1), the district is hereby authorized to borrow such funds as the district may reasonably determine are necessary to cope with the disaster. The district is also authorized to enter into a line of credit arrangement that will permit such borrowing, but funds can be drawn on the line of credit only after a state of emergency has been declared by the town, the county, the governor, or the President of the United States. The district may grant as security or collateral for borrowing under this section any local, state, or federal disaster relief payments (or similar type of payments) to be received by the district or maintenance assessments levied by the district pursuant to F.S. § 298.54, or both. This section is subject to the limitations and requirements of the town Charter.~~

Sec. 46-16. – Road dedication and maintenance.

~~(g) *Dedication of width of certain roads within the district.*~~

(1) Improvement of four public roads identified in subsections (g)(1)a through d of this section was approved at referendum pursuant to paragraph c. of section 4 of chapter 2004-410, Laws of Florida, after January 1, 2009, and before December 31, 2010. The width of these roads, to the extent that they have been actually constructed and maintained or repaired continuously and uninterrupted by the district or town for seven years, shall be dedicated through easement rights to the public pursuant to Laws of Fla. ch. 2011-257 and F.S. § 95.361. The four public roads subject to this section are as follows:

- a. "A" Road to include the following description: "A" Road from Okeechobee Boulevard to North Road and North Road approximately one-quarter mile east from "A" Road intersection.
- b. "C" Road (South) to include the following description: "C" Road from Collecting Canal Road to Okeechobee Boulevard and Collecting Canal Road approximately one-quarter mile each way, east and west from "C" Road intersection.
- c. "C" Road (North) to include the following description: "C" Road from Okeechobee Boulevard to North Road and North Road approximately one-quarter mile each way, east and west from "C" Road intersection.
- d. "D" Road to include the following description: "D" Road from Okeechobee Boulevard to North Road and North Road approximately one-quarter mile each way, east and west from "D" Road intersection.

(2) The filing of a map in the office of the clerk of the circuit court of the county in which the road is located showing the lands and reciting on it that the road has been dedicated in accordance with subsection (ga)(1) of this section or by any other means of acquisition, duly certified by the chair and secretary of the district, shall be prima facie evidence of the public's easement rights.

(3) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

(4) The town shall have traffic control jurisdiction over all public roads located within the district.

(5) All rights and privileges to these roads have been transferred to the town. Nothing in this section shall affect the town's maintenance of these roads and their dedications pursuant to F.S. § 95.361.

(hb) *Roads presumed to be dedicated.*

(1) When a road within the district has been constructed by the district, and when such road has been maintained or repaired continuously and uninterruptedly for seven years by the district or the town, an easement for such road over, under, across, upon, through, and within the underlying real property for road right-of-way purposes shall be deemed to be dedicated to the public to the extent of the width that has been actually maintained or repaired for the prescribed period, whether or not the road has been formally established as a public road. The dedication shall vest such easement in and to the road in the public, whether or not there is a record of conveyance, dedication, or appropriation to the public use.

(2) The filing of a map in the office of the clerk of the circuit court of the county where the road is located showing the lands and reciting on it that the road has been dedicated in accordance with subsection (hb)(1) of this section, or by any other means of acquisition, duly certified by

the chair and secretary of the district, shall be prima facie evidence of the public's easement rights.

(3) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

(4) The town shall continue to have traffic control jurisdiction over all public roads located within the district.

(5) All rights and privileges to these roads have been transferred to the town. Nothing in this section shall affect the town's maintenance of these roads and their dedications pursuant to F.S. § 95.361.

(ic) *Maintenance easements and use for public trail purposes.* To the extent permitted by state law:

(1) When land adjacent to canals has been used and maintained for district-related purposes by the district to access its canals continuously and uninterrupted for seven years, a maintenance easement for such land over, under, across, upon, through, and within the underlying real property for maintenance purposes is deemed to be dedicated to the district to the extent of the width that has been actually used, maintained, or repaired for the prescribed period, regardless of whether the land has been formally established as an easement in favor of the district. The dedication shall vest such easement in and to the land to the district, regardless of whether there is a record of conveyance, dedication, or appropriation to the district.

(2) The filing of a map in the office of the clerk of the circuit court of the county where the maintenance easement is located showing the lands and reciting on it that the land has been dedicated in accordance with subsection (ic)(1) of this section, or by any other means of acquisition, duly certified by the chair and secretary of the district, shall be prima facie evidence of the district's easement rights.

(3) For any maintenance easement established pursuant to this section, the use by the public for recreational trail purposes, including, without limitation, equestrian trails, shall be authorized. The district is authorized to issue permits to the town to construct and maintain such recreational trails within the maintenance easements. Any permit issued by the district for perpetual use by the public for recreational trail purposes is deemed to satisfy any and all current or future state grant requirements for property control by the town.

(4) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

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

Section 4. Severability. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part

or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

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

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

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>
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"/>
LAURA DANOWSKI, 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 FIRST READING, THIS __ DAY OF _____, 202__.

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>
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"/>
LAURA DANOWSKI, 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 LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ____ DAY OF _____, 202__.

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 Phillis Maniglia

Councilmember Laura Danowski

Councilmember Robert Shorr

ORDINANCE NO. 2024-16

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 46 “SPECIAL DISTRICTS” TO REORGANIZE AND UPDATE ITS PROVISIONS, TO PROVIDE ADDITIONAL DUE PROCESS PROTECTIONS FOR PROPERTY OWNERS CITED FOR DRAINAGE WORKS VIOLATIONS, TO PROVIDE LEGAL PROCEDURES FOR THE ASSESSMENT OF ABATEMENT COSTS, TO PROVIDE A VOLUNTARY CULVERT SPECIAL ASSESSMENT ASSISTANCE PROGRAM FOR THE REPAIR, REPLACEMENT, CONSTRUCTION AND/OR MAINTENANCE OF PRIVATELY OWNED CULVERTS, CULVERT CROSSINGS, AND/OR CULVERT BRIDGES, TO REMOVE HAULING PERMITTING PROVISIONS, AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves, Florida (“Town”), is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Loxahatchee Groves Water Control District (“District”) was an independent special district of the State of Florida until it was dissolved in 2018 and transferred to the Town as a dependent special district; and

WHEREAS, the District provides surface water management, road maintenance, and related services for the Town; and

WHEREAS, the special acts that provided for the duties and other provisions governing the District became ordinances of the Town when the District became dependent and are set forth in the Town’s Code of Ordinances as Chapter 46; and

WHEREAS, such ordinances require reorganization to allow for easier access to the District’s procedures and responsibilities and a more efficient and practical structure for the same; and

WHEREAS, drainage works include culverts, culvert crossings, culvert bridges, bridges, swales, drainage ditches, canals, or other drainage systems that connect with or cross over any of the works of the district, or lie within the rights-of-way of the town; and

WHEREAS, the Town continues to be concerned with privately owned and maintained drainage works that are deteriorating, improperly constructed, or otherwise adversely impacting the District, its operations, or any of its works; and

WHEREAS, drainage works play a crucial role in managing the flow of water around and beneath private property and public roadways and other rights-of-way and draining runoff and stormwater out of the town’s residential properties; and

WHEREAS, failing drainage works create poor drainage, flooding issues and water quality problems for the Town’s agricultural, residential and commercial properties; and

WHEREAS, often times, the cost for repairs, **removal** and/or replacements of drainage works is too expensive for individual landowners to undertake and, as a result, such drainage works remain in disrepair and continue to cause problems to the District’s operations; and

WHEREAS, when a drainage works is adversely impacting the District, its operations, or any of its works, the District requires an efficient and effective process to quickly address and correct the deficiencies causing the impact; and

WHEREAS, the District has the power to levy assessments pursuant to Chapter 298, Florida Statutes and as otherwise authorized by other laws including but not limited to its existing ordinances; and

WHEREAS, the Town wishes to amend Chapter 46 “Special Districts” to include a process whereby private landowners may engage the District to manage payments to the contractor procured by the landowner(s) to repair and/or replace privately owned culverts that are adversely impacting the District and to charge the affected landowner(s) a special assessment(s) to pay for such work, including an administrative fee (the “Culvert Special Assessment Assistance Program”); and

WHEREAS, the Town wishes to amend Chapter 46 to also provide additional due process protections for property owners cited for drainage works violations and to include additional legal and procedural support for special assessments for the abatement of violations; and

WHEREAS, in accordance with Florida law, special assessments will only be assessed if the services performed by the District confer a special benefit on the property assessed and the assessment is fairly and reasonably apportioned among the properties that receive the special benefit; and

WHEREAS, the District’s Board of Supervisors reviewed and considered this ordinance on the ____ day of _____, 2024 and recommended the Town Council’s approval of the ordinance as herein written; and

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

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

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

Section 2. The Town of Loxahatchee Groves hereby amends Chapter 46 “Special Districts” by reorganizing and amending the Chapter to read as follows:

Chapter 46 – SPECIAL DISTRICTS

ARTICLE I. – LOXAHATCHEE GROVES WATER CONTROL DISTRICT

DIVISION 1. – GENERAL PROVISIONS.

Sec. 46-1. – In general Loxahatchee Groves Water Control District.

- (a) *Name and duration of district.* The district is a dependent district of the town. The name of the district shall be Loxahatchee Groves Water Control District, hereinafter referred to as the “district.” The corporate life of the district is extended perpetually.
- (b) *Board of supervisors.* The town council shall serve as the board of supervisors for the district.
- (c) *Levy of assessments of land less than one acre.* In the levying and assessing of all assessments by the district, created under F.S. ch. 298, each tract or parcel of land less than one acre in area shall be assessed as a full acre.
- (d) *Coordination with town.* In accordance with F.S. ch. 298 and to make the most efficient use of its powers, the district will cooperate and coordinate its activities with the town. Based on this premise and for mutual advantage, the district may coordinate with the town to administer the district’s programs and responsibilities set forth in this chapter. Such coordination shall be in the form of a written agreement signed by both parties. When a valid agreement exists, and the town is charged with enforcing or administering any provision of this chapter, the term “district” shall also include “town” where applicable to perform such agreement. The district shall retain ultimate control and supervision over matters of the district.
- (e) *Definitions.* As used in this division, the following terms shall have the meanings ascribed thereto by this section unless the context clearly requires otherwise:

“Adversely impacts” means having a negative effect on, such as, restricting the normal conveyance of water, increasing flooding, erosion and/or sedimentation, or increasing the cost of public services, as determined in the reasonable discretion of the district.

“Culvert” means a capital improvement comprised of a pipe, channel, tunnel, or other drainage feature or structure and related facilities including baffles, drainage structures, endwalls, etc. intended to direct the flow of stormwater under, around, or through driveways, roads, trails, or other obstructions.

“Drainage Works” means culverts, culvert crossings, culvert bridges, bridges, swales, drainage ditches, canals, or other drainage systems that connect with or cross over any of the works of the district, or lie within the rights-of-way of the town.

“Property Owner” means, collectively, all of the record owners of the subject property.

Sec. 46-2. – General powers of the district.

(a) ~~(4)~~ Exercise of powers. ~~To the extent permitted by law, the powers granted in this divisionsection may be exercised without the necessity of modifying or amending the water control plan for the district.~~ ~~(5)~~ Unless otherwise required by law or this chapter, the powers set forth in this divisionsection shall be exercised by resolution adopted by a majority of the membership of the board of supervisors.

(b) ~~(d)~~ Powers of the district.Roads.

(1) Road maintenance, etc.

- a. In addition to the powers provided for in F.S. ch. 298, the district shall have the power to maintain roadways and roads necessary and convenient for the exercise of the powers or duties of the district or the supervisors thereof in coordination with the town; and in furtherance of the purpose and intent of this ~~divisionsection~~ and F.S. ch. 298, in coordination with the town, to maintain roadways and roads necessary and convenient to provide access to and efficient development of areas made suitable and available for cultivation, settlement, and other beneficial use and development as a result of the reclamation operations of the district, including all the roads shown on the replat of the town, as recorded in Plat Book 12, Page 29, Palm Beach County Public Records; and to provide funds for this purpose in its annual levy of district assessments.
- b. ~~(3)~~In addition to the powers of the district, elsewhere provided by general or special law, or ordinance or resolution, the district shall have the power, in coordination with the town, to construct, maintain, improve, and repair roadways and roads necessary and convenient for the exercise of any of the powers or duties of the district or the board of supervisors thereof, including, but not limited to, all the roads shown on the replat of the town, as recorded in Plat Book 12, Page 29, Palm Beach County Public Records, or to provide access to and development of areas within the district, or both; to provide funds for such construction, maintenance, improvement, or repair through the levying of assessments pursuant to F.S. ch. 298, or this ~~divisionsection~~, or both; and to acquire land, including any interest therein, by purchase, gift, exchange, or eminent domain, for such construction, maintenance, improvement, or repair. Notwithstanding anything contained herein, the district's ability, under F.S. ch. 298, to create and assess units of development shall be unaffected.

(2) Road improvement program.–The board of supervisors of the district is hereby authorized, empowered, and permitted, in coordination with the town, to expend funds of the district to pay for surveying, engineering studies, and plans and other related services in preparation of construction documents for the purpose of developing a road improvement program for the construction, maintenance, improvement, and repair of dedicated roads and road rights-of-way, including the swales thereof, within the district.

~~(c)(8)~~(8)*Drainage works.* The district shall have the power to require maintenance, **removal**, and/or repairs, including replacement, of any Drainage Worksswale, drainage ditch, culvert, or canal connecting to any of the works of the district where lack of such maintenance such Drainage Works adversely impacts the district, its operations, or any of its works. The board of supervisors shall cause notice to be given to any person owning land on which any such a Drainage Worksareswale, drainage ditch, culvert, or canal is located in the event such maintenance is required, and, if the requested maintenance is not performed within 30 days of said notice, unless extended by the board of supervisors, the district may go upon such property and perform said maintenance and assess the owner of the property for the district's cost thereof.

~~(d)(7)~~(7)*Uniform standards.* The district shall have the power to adopt, by resolution, a uniform standard for Drainage Workculvert crossings, bridges, culverts, or other drainage systems that connect with or cross over any of the works of, or lie within the rights of way of, the district. The uniform standards adopted by the district shall be consistent with the Town's adopted standards for access. If the district so establishes a uniform standard, the district shall by resolution adopt procedures:

~~(1)a.~~(1)a.Which shall require notice of such uniform standards to be given to persons owning lands upon which, adjacent to, or, to the best of the district's knowledge, using any Drainage Workculvert crossings, bridges, culverts, or other drainage systems that connect with or cross over any of the works of, or lie within the rights of way of, the district and to such other persons as the board of supervisors shall deem to be necessary or desirable, or both. The uniform standards and any subsequent changes to the uniform standards shall be available for inspection and copying at Town Hall and provided upon request.

~~(2)b.~~(2)b.Which shall authorize granting permits for Drainage Workculvert crossings, bridges, culverts, or other drainage systems, or pursuant to such uniform standards, ~~and the~~ The district may allow for permits to be applied for by a single landowner, ~~or by multiple landowners, or provided that,~~ in the case of multiple landowners, such landowners may establish a single entity to represent all such landowners to apply for and obtain the permit and construct and maintain the Drainage Works. ~~culvert crossings, bridges, culverts, or other drainage systems,~~ Any such single entity applying for a permit shall be subject to review by the district to ensure that said entity has and shall have the legal authority to assess such landowners for the cost of construction and maintenance of such Drainage Works. All permittees shall enter into a maintenance agreement with the district for the permitted Drainage Works. Such maintenance agreement shall, at a minimum, provide for the landowner's maintenance of the Drainage Works in accordance with this chapter and all other applicable laws, rules and regulations. ~~culverts, drainage systems, culvert crossings, or bridges, that such~~ The single entity's power to assess the landowners shall run with the land of the landowners creating the entity, and that the district can enforce such assessment power if necessary. Each required maintenance agreement shall be signed by all affected landowners or a person with the legal authority to bind the single entity and shall be recorded in the official records of Palm Beach County, Florida. Such agreement shall run with the land. The form of the maintenance agreement shall be pre-approved by the district's attorney.

~~e. Which shall, except as hereinafter provided, require as to culverts or other drainage systems not less than 60 days' written notice to be given to persons owning lands upon which any culverts or other drainage systems exist in violation of any such uniform standards prior to the taking of any enforcement action by the district. Less than 30 days' notice, in writing or otherwise, of violations of the uniform standards may be provided in emergency situations. If, after such notice pursuant to this subsection, any landowner shall fail to conform to such uniform standards, the district may enter upon such lands and take such action as necessary to cause such violation to be corrected and may assess the owner of such land for the district's costs in connection therewith. Upon the failure of any property owner to pay any assessment levied by the board of supervisors pursuant to subsection (d)(7)d of this section within 30 days of receipt by such owner of notice of said assessment, the district shall have a lien on all lands and premises affected thereby. To the extent permitted by law, such lien shall be superior and paramount to the interest in such land and premises of any owner, lessee, tenant, mortgagee, or other person except the lien of state, county, or district taxes and shall be on a parity with the lien of any such state, county, or district taxes. Such lien shall bear interest at an annual rate equal to the interest rate due on judgments, pursuant to F.S. § 55.03, per year, and shall, until paid, remain in effect in perpetuity.~~

~~d. Which shall provide that in the event any culvert crossing or bridge, whether or not permitted by the district, is determined by the district to be restricting the normal conveyance of water in a district canal, the district shall notify the permit holder of said structure, or if there is no permit on file with the district for said structure, the district shall notify the landowners using such structure that the following options are available regarding the structure:~~

Notwithstanding any provisions contained in this subsection (~~d7~~), the ability of the district's board of supervisors under F.S. ch. 298 to create and assess units of development shall be unaffected.

(e) District works permits. The district shall have the authority to require and issue permits for all works within the district and any connections to any district works.

Sec. 46-3. – Enforcement of drainage works violations.

(a) Violations. Any Drainage Works that (1) is not constructed or maintained in accordance with an adopted uniform standard; **and** (2) is not properly permitted; or (3) restricts the normal conveyance of water or otherwise adversely impacts the district, its operations, or any of its works, is declared a nuisance and a violation of this division.

(b) Options for compliance. The Property Owner may comply the violation, as applicable, as follows:

(1)1. The Drainage Worksstructure may be repaired, by the permit holder or the landowners using the structure, in conformance with current district standards (as determined by a licensed engineer), including obtaining a permit from the district pursuant to its uniform standards and procedures.

(2)2. The Drainage Worksstructure may be abandoned and removed by the permit holder at its expense after prior written notice is provided to the district. ~~or, if the structure has not been permitted,~~ the district may shall remove the Drainage Worksstructure only if

the district secures an affidavit acknowledging abandonment and executed by all interested parties **or otherwise through the notice of violation process**, and the district shall not be liable to any person or entity that uses such structure for its removal.

~~(3)3-~~ The landowners using such the Drainage Works structure may apply for a permit to construct a conforming replacement structure. This process shall require obtaining a permit issued by the district pursuant to its uniform standards and procedures, said permit to be contingent upon the removal of the nonconforming Drainage Works structure and the construction of a replacement structure at the sole expense of said landowners.

~~(4)4-~~ With respect to subsections ~~(b)4-~~(7)d. (1) and (3) of this section, in the event that there are multiple landowners involved, the landowners may establish a single entity as set forth in subsection ~~46-2(d)(2)(7)b-~~ of this section to represent all such landowners. Prior to a permit being issued, the single entity or all affected landowners shall enter into a maintenance agreement for the Drainage Works. Such maintenance agreement shall, at a minimum, provide for the landowner's maintenance of the Drainage Works in accordance with this chapter and all other applicable laws, rules and regulations. Such agreement shall be signed by all affected landowners or a person with the legal authority to bind the single entity and shall be recorded in the official records of Palm Beach County, Florida. Maintenance agreements shall run with the land. The form of the maintenance agreement must be pre-approved by the district's attorney.

~~(5)5-~~ Alternatively, the affected landowners may pursue the voluntary culvert assessment program set forth in this chapter. ~~request the district, via referendum of the landowners utilizing the structure, upon a majority vote of such landowners, on a per-acre basis, to establish a special taxing unit of all such landowners to pay a special assessment to cover the initial costs, including, but not limited to, engineering fees, removal costs, repair or replacement construction costs, dedication of adjoining road, and permit fees and the structure shall thereafter be a district-owned structure maintained by the district.~~

~~(6)6-~~ The special magistrate for the town may order any other reasonable requirements to comply the violation(s). ~~The permit holder of a structure restricting the normal conveyance of water in a district canal, or if said structure is unpermitted, the landowners as reasonably determined by the district to be using such structure, shall have 60 days after notice is sent to respond to the district regarding which option set forth in this subsection (7) has been chosen and an additional 120 days to repair or remove said structure.~~

- (c) *Establishment of nuisance abatement special assessment district.* The district, in its entirety, as its boundaries exist on the date of enactment of this section and as they may be expanded or contracted from time to time, is hereby declared a drainage works abatement special assessment district for the purposes of repairing, replacing, **or removing** existing Drainage Works. Individual properties, within the district's boundaries, will be assessed for the costs incurred by the district in repairing, replacing, **or removing** any Drainage Works that serve such individual properties. The repair, replacement, **or removal** of Drainage Works that adversely impact the district, its operations or any of its works constitutes a municipal service which specifically benefits the property(ies) upon which the Drainage Works attaches, benefits, or otherwise affects, and the assessment of the costs incurred by the district in repairing, replacing, **or removing** such Drainage Works against any such property(ies) is deemed fair and reasonable.

The costs incurred by the district in repairing, replacing, or removing Drainage Works shall be levied as a special assessment. The enforcement of this division is supplemental to and outside of Chapter 162, Part I, Florida Statutes.

(d) Enforcement procedure.

(1) Violation found. If a violation is found, the district will notify the Property Owner, as stated upon the last records of the county tax collector or property appraiser, that a nuisance exists which is a violation of this division. The notice shall be provided to the Property Owner by regular and certified mail, return receipt requested, or by hand delivery which shall be effective and complete when delivered. In the event that the mailed notice is returned by the postal authorities or the return receipt is not received by the district within thirty (30) days after mailing, the notice shall be given by physical posting of the notice on the subject property. Notice by posting shall be considered delivered on the date posted. When there is more than one owner, service as herein provided on any one owner shall be sufficient notice.

(2) Notice of violation contents. The notice will notify the Property Owner of the following:

- a. A public nuisance exists on the land and a brief description of the location and the nuisance;
- b. A reasonable time to comply the violation;
- c. The owner has thirty (30) days from the date the notice is delivered to file with the district a written request for a hearing before a special magistrate;
- d. If the owner fails to timely comply the violation and a hearing is not timely requested, the district may have the violation abated at the expense of the owner, including all costs of inspection and administration.
- e. If the district has the violation abated, the costs of the work, together with all costs of inspection, administration, and all other related costs shall be a special assessment lien against the property and shall be equal in dignity to taxes.

(3) Right to appeal; abatement. The Property Owner shall have thirty (30) days from the date the notice is delivered to file with the district a written request for an appeal of the finding of a violation by the district. Failure to timely file a request for an appeal with the district or to appear before the special magistrate shall be deemed a waiver of the Property Owner's rights to appeal the finding of a violation and the district's right to perform the maintenance, repairs, removal, and/or replacement and charge the owner for the same. If an appeal is not timely requested, the district, may, upon the expiration of the time given to comply the violation, reinspect the property to determine whether the nuisance has been abated. If the Property Owner fails to timely abate the nuisance, the district may cause its abatement and charge the Property Owner the costs of such abatement. The costs of the abatement,

including the costs of inspection, administration, and all other related costs, will be assessed against the property as set forth in this section for nuisance assessments.

(4) Appeal. If an appeal is timely requested, enforcement action shall proceed as follows:

- a. Generally. The district will coordinate with the town to use the town's special magistrate to hear these matters on a regularly scheduled agenda. The district shall send a written notice of the hearing date, time, and location to the Property Owner by regular U.S. mail at the mailing address provided by the owner in its request for a hearing.
- b. Procedures. Upon request of the district, a special magistrate hearing shall be scheduled. Minutes shall be kept of all special magistrate hearings. The case shall be presented to the special magistrate, and if the district prevails in prosecuting a case before the special magistrate, it shall be entitled to recover all costs in prosecuting the case before the magistrate and such costs will be included in the lien authorized hereunder. The magistrate shall take testimony from the appropriate staff and alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. At the conclusion of the hearing or a reasonable time thereafter, the special magistrate shall issue an order that includes findings of fact, based on evidence of record, conclusions of law, and proper relief. The order may also include a time to comply as described in this subsection and a fine may be imposed along with the costs of repairs if the order is not complied with. The decision of the special magistrate will be final.
- c. Time to comply. If after hearing testimony and reviewing evidence, the special magistrate determines that the Drainage Works requires maintenance, repairs, removal, and/or replacement and is in violation of this division, administrative costs will be assessed against the owner, and the owner shall have a reasonable time, as determined by the special magistrate, to perform the maintenance, repairs, removal, and/or replacement. After the time to perform the maintenance, repairs, removal, and/or replacement has expired, the district will be authorized to perform the maintenance, repairs, removal, and/or replacement at the expense of the Property Owner. The costs of the abatement including the costs of inspection, administration, and all other related costs will be assessed against the property as set forth in this section for nuisance assessments. After the time to perform the maintenance, repairs, removal, and/or replacement has expired, in the alternative to performing the abatement, the district will have the right to impose a daily fine (up to \$250.00 per day) for each day the violation continues after the time set for compliance. A certified copy of an order imposing a daily fine may be recorded in the public records and thereafter shall be a lien against the property.

(5) Emergencies. If the district finds that a violation poses an immediate hazard to life, property or public safety, the violation may be deemed an emergency. In emergency situations, the time periods for notice and response may be shortened by the district as is reasonable under the circumstances. Emergencies shall be handled as follows:

- a. Notice and hearing. The district will make a reasonable effort to notify the Property Owner and may immediately request a hearing before the special magistrate. The notice shall include a brief description of the violation, time to comply the violation, if appropriate under the circumstances, and the date, time, and location of the hearing. The special magistrate will determine if a violation has occurred, provide a reasonable time to comply (if appropriate), allow the district to abate the violation if the owner fails to timely comply the violation, and charge the Property Owner the costs for such abatement. If the Property Owner fails to attend the hearing or the special magistrate otherwise finds that the situation does not or should not allow for an opportunity for the Property Owner to comply the property, the special magistrate may provide for the district's authority to immediately abate the violation. If the district does not intend to abate the violation, the special magistrate may provide the Property Owner a time to comply the violation and impose a daily fine for each day the property remains in violation past the date set for compliance. The hearing shall be conducted in accordance with the hearing procedures set forth in section 46-3(c)(4) of this Code, and the decision of the special magistrate will be final.
- b. District responsibilities. The district shall not be required to abate any violation, but may voluntarily undertake abatement if authorized to do so by the special magistrate or as authorized elsewhere in this chapter. If the district abates a violation, there is no continuing obligation on the part of the district to make further repairs or to maintain the property or the Drainage Works, and the abatement does not create any liability against the district for any damages to the property.
- c. Costs of abatement. The costs of abatement, including the costs of inspection, administration, and all other related costs, will be assessed against the property as set forth in this section for nuisance assessments.
- d. Notices. Notices under this subsection shall be provided to the Property Owner at the mailing address provided for on the tax collector's or property appraiser's website. Notices shall be delivered either by hand-delivery or by posting and mailing by regular U.S. mail and certified mail, return receipt requested. The notice shall be deemed to have been received on the date of hand-delivery or the earlier of the date the return receipt was signed or ten (10) days after the notice was first posted.

(6) Abatement costs. Abatement costs may include any costs, fees or other expenses reasonably related to the abatement of the conditions which violate this chapter and shall include, at a minimum, enforcement, investigation, inspection, reinspection, removal, repair, replacement, and/or correction of Drainage Works, permitting, surveying, securing easements, legal advice, engineering consultations, other professional consulting fees, and

administrative costs. Administrative costs may include the cost of town staff time reasonably related to enforcement (e.g., site inspections, travel time, investigations, telephone contacts, preparation of reports, notices, correspondence, hearing packets, etc.), mailing costs, copies, and any other reasonable costs incurred in connection with the abatement of the nuisance.

(e) Special Assessments.

(1) Nuisance assessments. Upon the failure of any pProperty oOwner to pay any such abatement assessment within 30 days of receipt by such owner of notice of the assessment, the district shall have a special assessment lien on all lands and premises affected thereby. The costs of the work, together with all costs of inspection, administration and all other related costs shall be a special assessment lien against the affected property(ies). The board of supervisors may, by the adoption of a resolution levying such charges, document such lien(s) in the amount of the charges outstanding, or such greater or lesser amount as the board of supervisors shall decide is just and fair. Assessment of liens levied in this manner may be recorded in the public records of the county. Such lien shall be superior and paramount to the interest in such land and premises of any owner, lessee, tenant, mortgagee, or other person except the lien of state, county, town, or district taxes and shall be on a parity with the lien of any such state, county, town, or district taxes. Such lien shall bear interest at an annual rate equal to the interest rate due on judgments, pursuant to F.S. § 55.03, per year and shall, until paid, remain in effect in perpetuity.

(2) Collection. Assessments may be certified to the tax collector for collection pursuant to the uniform method provided in F.S. § 197.3632, as more specifically set forth in ch. 42 of the Code and section 46-4(b) of this division. In the alternative, the board of supervisors may elect to collect assessments by any other method which is authorized by law.

(3) Daily fines. In the event the special magistrate imposes a daily fine instead of authorizing abatement, any daily fines imposed under this section, together with all costs of inspection, administration, and all other related costs shall be recorded as a lien against the real property. Such lien shall be in lieu of and not be part of the special assessment.

(f) Appeal to circuit court. Any person adversely affected by a final order of the special magistrate pursuant to this section may file an appeal to the Circuit Court of Palm Beach County. Such appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the special magistrate. The appeal shall be filed within thirty (30) days of the execution of the order to be appealed. The filing of an appeal shall not automatically constitute a stay of the proceedings without further action by the court.

Sec. 46-4. – Financial and additional assessment powers of district.

- (a) ~~(6)~~ *Generally.* The board of supervisors, in the exercise of powers pursuant to this division section, may establish different special assessment areas within the district according to the benefits received, and may revise such areas according to the benefits received from time to time, so as to most equitably provide for the levying of special assessments according to benefits as are deemed desirable by the board of supervisors.
- (b) *Uniform Method; collection alternatives.* ~~(4)~~ All special assessments levied pursuant to this division section may, in the discretion of the board, be collected pursuant to the Uniform Method set forth in section 197.3632, Florida Statutes, as amended from time to time. The board may follow the procedures for the Uniform Method set forth in chapter 42 of this Code. Using the Uniform Method will allow the special assessments to be collected by the tax collector of the county at the same time as the general county taxes are collected by the tax collector of the county, and the board shall in such event certify to the county tax collector a list of all such special assessments and a description of the lands and names of the owners of the properties against which such special assessments have been levied and the amounts to become due therefrom in the next succeeding year, including any interest thereon for any deficiencies for prior years. The board may in lieu of providing for the collection of said special assessments by the tax collector of the county, provide for the collection of the special assessments by the district under such terms and conditions as the board shall determine. In such event, the bills or statements for the amounts due at any time and from time to time shall be mailed to the owners of all properties affected by such special assessments at such time as the board shall determine. Special assessments may also be collected pursuant to any other available remedy at law or in equity. All charges of the county tax collector or of the district, and the fees, costs, and expenses of any paying agents, trustees, or other fiduciaries for assessment bonds issued under this division section, shall be deemed to be costs of the operation and maintenance of any improvements in connection with which such special assessments were levied and the board shall be authorized and directed to provide for the payment each year of such costs of collection, fees, and other expenses from additional special assessments or from the maintenance tax as provided by general law. Unless otherwise prohibited by law, ordinance, rule or policy, Property Owners who are subject to any special assessment set forth in this division may, at their option, prepay the assessment plus interest, if applicable, in full at any time.
- (c) ~~(9)~~ *Formal special assessment district procedures.* The board of supervisors of the district, in order to carry out any of ~~the its~~ powers set forth in ~~subsections (d)(3) through (6)~~ of this division section, may levy and impose special assessments against any or all of the real property within the district upon a determination that the construction, maintenance, improvement, repair, **removal**, or operation of said improvements or services provided to existing improvements provide a benefit to such real property. The assessments shall be imposed upon the property specially benefited by such construction, maintenance, improvement, repair, **removal**, or operation in proportion to the benefits to be derived therefrom, and the special benefits shall be determined and prorated by a method prescribed by the board of supervisors. The district may use the following procedure to levy special assessments that will apply to more than one (1) parcel:

~~(1)a.~~ The board of supervisors, if it elects to assess a special benefit, shall declare by a resolution the nature of the proposed improvement or the services provided to existing improvements, shall designate the location of the improvement or the service provided to existing improvements, and shall state the part or portion of the expense thereof to be paid by special assessments, the manner in which said assessments shall be made, when said assessments are to be paid, and what part, if any, shall be apportioned to and paid from the funds of the district. The resolution shall also identify the lands upon which the special assessments shall be levied. The resolution shall state the total estimated cost of the improvement or service to be provided to existing improvements.

~~(2)b.~~ Within 30 days after the adoption of the resolution, the board of supervisors shall cause said resolution to be published one time in a newspaper of general circulation in the county.

~~(3)c.~~ Upon the adoption of the resolution, the board of supervisors shall cause to be made an assessment roll in accordance with the method of assessment provided for in said resolution, which assessment roll shall be promptly completed and filed with the records of the board of supervisors. The lands assessed, the amount of the assessment against such lands, and, if said assessment is to be paid in installments, the number of annual installments in which the assessment is divided shall be entered and shown on said assessment roll.

~~(4)d.~~ On the completion of said assessment roll, the board of supervisors shall by resolution fix a time and place at which the owners of the property to be assessed, or any other persons interested therein, may appear before said board of supervisors and be heard as to the propriety and advisability of making such improvements or providing said services, as to the cost thereof, and as to the amount thereof to be assessed against each property so improved. Notice in writing of such time and place shall be given to the ~~Property~~ ~~Owners~~.

~~(5)e.~~ At a time and place named in the notice provided for in this subsection ~~(c)~~ ~~(d)~~ ~~(9)~~ ~~d~~ ~~of this section~~, the board of supervisors of the district shall meet as an adjustment board to hear and consider any and all complaints as to the special assessments and shall adjust the assessments on an equitable basis. After the special assessments are so adjusted and approved by resolution, such assessments shall stand confirmed and, until paid, shall remain legal, valid, and binding liens upon the property against which such assessments are made of equal dignity with the lien for county taxes. However, upon completion of the improvement, or provision of service to existing improvements, the board of supervisors shall credit to each of the assessments the difference in the assessment as originally made, approved, and confirmed and the proportionate part of the actual cost of the improvement or service to be paid by special assessments as finally determined on the completion of the improvement or service, but in no event shall the final assessments exceed the amount of benefits originally assessed. Promptly after confirmation, the assessments shall be recorded in the public records of the county and the record of the lien shall constitute prima facie evidence of its validity.

~~(6)f.~~ The special assessments shall be payable at the time and in the manner stipulated in the resolution authorizing the improvement or service. Such assessments shall remain liens, coequal in priority with the lien of county taxes, until paid. Assessments not paid when due shall bear interest at such rates, not in excess of the maximum legal rate, prescribed by the board of supervisors in the resolution.

~~(7)g.~~ Each annual installment of special assessments provided for shall be paid upon the date specified in said resolution, until the entire amount of said assessment has been paid, and, on the failure of any ~~p~~Property ~~o~~Owner to pay any annual installment due or any part thereof, or any interest on any delinquent payment, the district shall have a lien on all lands and premises affected thereby. Such lien shall be superior and paramount to the interest in such land and premises of any owner, lessee, tenant, mortgagee, or other person except the lien of state, county, or district taxes and shall be on a parity with the lien of any state, county, or district taxes. Such lien shall, until paid, remain in effect in perpetuity.

~~(8)h.~~ If any special assessment made under the provisions of this subsection (c) to defray the whole or any part of the expense of any improvement or provision of any service is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or if the board of supervisors of the district is satisfied that any assessment is so irregular or defective that the same cannot be enforced or collected, or if the board of supervisors omitted to make such assessment when it might have done so, the board shall take all necessary steps to cause a new assessment to be made for the whole or any part of any improvement or service provided or against any property benefited by any improvement or service provided, following as nearly as possible the provisions of this subsection (c), and, in case such second assessment shall be annulled, the board of supervisors may obtain and make other assessments until a valid assessment is made.

~~(9)i.~~ An informality or any irregularity in the proceedings in connection with the levy of any special assessment under this subsection (c) shall not affect the validity of the same where the assessment roll has been confirmed by the board of supervisors, and the assessment roll as finally approved and confirmed shall be competent and sufficient evidence that the assessment was duly levied, the assessment was duly made and adopted, and that all other proceedings adequate to the adoption of the assessment roll were duly had, taken, and performed as required by this section; no variance from the directions hereunder shall be held material unless it is clearly shown that the party objecting was materially injured thereby.

~~(10)j.~~ The district may levy assessments using the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments set forth in state statutes. Compliance by the district with the requirements of the statutory Uniform Method shall be deemed to satisfy the procedural requirements in this subsection (c9).

(d) Voluntary Culvert Special Assessment Assistance Program.

(1) Purpose. This subsection (d) sets forth a procedure wherein residents may seek financial assistance from the district for the repair or replacement of culverts located on private property.

(2) Definitions. Powers of the district. As used in this subsection (d), the following terms shall have the meanings ascribed thereto unless the context clearly requires otherwise:

“Assessed Parcel” means a parcel of real property subject to an assessment under this subsection.

“Assessment Coordinator” means the chief administrative officer of the district, or such person’s designee responsible for coordinating calculation and collection of assessments as provided for in this subsection.

“Assessment Roll” means the list of Assessed Parcels subject to the assessments imposed under this subsection. References to the term “Assessment Roll” shall include, as the context requires, any electronic spreadsheet or database maintained by the district containing a list of Assessed Parcels and the current principal balance imposed against such parcels, as well as the “non-ad valorem assessment roll” contemplated by the Uniform Assessment Collection Act which is certified to the Tax Collector for collection of annual installments of the assessments levied under this subsection.

“Culvert Assessment” means a non-ad valorem special assessment imposed by the board pursuant to this subsection to fund Culvert Improvements. The term “assessment” and the reference to non-ad valorem assessments herein means those assessments which are not based upon millage and which can become a lien against a homestead as permitted by Article X, Section 4 of the State Constitution.

“Culvert Improvements” means the capital facilities surveyed, designed, permitted and constructed, demolished or installed to improve and/or repair Culverts.

“Financing Agreement” means an agreement between the board and the Property Owner providing for the financing of Culvert Improvements and the imposition of a Culvert Assessment against an Assessed Parcel.

“Uniform Assessment Collection Act” means sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

- (3) Initiation of services. A Property Owner who has been notified by the district that his or her culvert is in violation of this division or otherwise has a culvert in disrepair, may apply to the district using a form approved by the district.
- (4) Application. The application shall include, at a minimum:
- a. A copy of the deed or other instrument showing the applicant's current ownership of the property.
 - b. An estimate for the costs of the Culvert Improvements proposed for the property, prepared by one of the district's competitively procured contractors, which estimate must be valid for a period of not less than ninety (90) days from the date the application is submitted.
 - c. The most recent statements for any mortgages encumbering the property and the consent of the mortgagee that the special assessment(s) levied herein shall be an interest superior to the mortgage and in the property to which the mortgage encumbers. The form of such consent shall be approved by the district.
 - d. The district may allow for an application by multiple landowners if such landowners either establish a single entity to represent all such landowners and have a person with the legal authority to bind the single entity or if all the landowners execute the application and all other required documents.
- (5) Approval criteria for applications. The Assessment Coordinator shall utilize the following criteria in determining whether an application for financing of Culvert Improvements shall be approved by the district:
- a. The funding program established herein shall only be available for the improvement and/or repair of existing Culvert facilities. Culvert Improvements shall not be financed hereunder for property or facilities under new construction or construction for which a certificate of occupancy or similar evidence of substantial completion of new construction or improvement has not been issued.
 - b. All property taxes and any other assessments levied on the same bill as property taxes for the Assessed Parcel are paid and have not been delinquent for the preceding three (3) years or the Property's Owner's period of ownership, whichever is less.

- c. The Assessed Parcel(s) must be located in the Town of Loxahatchee Groves, Florida, and the culvert must be for a connection to a roadway maintained by the town or district.
- d. The Property Owner(s) must have fee simple title to the Assessed Parcel(s).
- (6) Application approval or denial. The Assessment Coordinator shall review the application and provide written notice of approval or denial within forty-five (45) days of receipt. If the application is denied, the written notice shall specify the reason(s) for denial. A written notice of approval shall include direction to the Property Owner regarding the deadline for returning an executed Financing Agreement and maintenance agreement to the Assessment Coordinator. Such maintenance agreement shall, at a minimum, provide for the Property Owner's maintenance of the Culvert Improvements in accordance with this chapter and all other applicable laws, rules and regulations. If required, the Property Owner shall obtain a residential driveway permit from the town for the proposed Culvert Improvements prior to commencement of work.
- (7) Selection of contractor. The district will competitively solicit one or more qualified contractors to perform Culvert Improvements. Property Owners will be required to select a contractor from the district's list of qualified contractors and enter into a direct contract with the selected contractor to perform the work.
- (8) Financing agreement. A Property Owner approved for funding hereunder must enter into a Financing Agreement with the district. The Financing Agreement shall be in a form approved by the district attorney, shall be signed by each owner of record for the Assessed Parcel, and shall include, at a minimum, an acknowledgement by the Property Owner that a non-ad valorem special assessment will be imposed against the Assessed Parcel to fund the Culvert Improvements, and that the annual installments of the Culvert Assessment will be collected pursuant to the Uniform Assessment Collection Act. When the fully executed Financing Agreement is returned to the Assessment Coordinator, the agreement shall be signed by the board of supervisors or designee, on behalf of the district, and recorded in the public records.
- (9) Maintenance agreement. A Property Owner approved for funding hereunder must also enter into a maintenance agreement with the district for the permitted Culvert Improvements. The maintenance agreement shall be signed by the Property Owner or, in the case of multiple landowners, by all affected landowners or a person with the legal authority to bind the single entity established to represent the multiple landowners. Such agreement shall run with the land. The form of the maintenance agreement shall be pre-approved by the district's attorney.

(10) Disbursement. Upon recording of the Financing Agreement and the maintenance agreement, funding for the Culvert Improvements shall be disbursed as follows:

- a. The district shall retain an amount not to exceed ten percent (10%) of the Culvert Assessment to cover overhead expenses such as recording fees, credit reports, title searches and other similar expenses. The principal amount of the Culvert Assessment shall include the amount retained.
- b. The balance will be disbursed by the district directly to the vendor engaged by the Property Owner to construct or install the Culvert Improvements; provided, however, that, the amount disbursed to the vendor shall not exceed the estimate provided by the vendor and submitted along with the Property Owner's application for funding.
- c. Construction or installation of Culvert Improvements shall be completed prior to disbursement of payment to the vendor. Prior to such payment, the Culvert Improvements and associated driveway shall have passed the pre-pour and final inspection for construction.

(11) Procedure for collection of assessments pursuant to Uniform Method. Assessments may be certified to the tax collector for collection pursuant to the uniform method provided in F.S. § 197.3632, as more specifically set forth in ch. 42 of the Code and section 46-4(b) of this division. In the alternative, the district may elect to collect assessments by any other method which is authorized by law.

(12) Funding availability. The board shall determine on an annual basis whether to dedicate funds for the Culvert improvement program in the forthcoming fiscal year. Funds dedicated for such purpose shall be made available to Property Owners on a first-come, first-served basis.

(13) Policies. The board may adopt policies and procedures for the implementation of the voluntary culvert assistance assessment program.

(e) ~~(10)~~ Bonds.—The district is authorized to provide from time to time for the issuance of special assessment bonds of the district to pay all or any part of the cost of improvements. Any bonds issued by the district are subject to the limitations and requirements of the town Charter. The principal of and interest on any bonds shall be payable from special assessments sufficient to pay the bonds in the manner provided in the bonds, in this subsection (e), and the resolution authorizing such bonds. The bonds shall be authorized by resolutions of the board of supervisors of the district, adopted by a majority of the supervisors present and voting at a meeting of the supervisors. The bonds shall bear interest at rates not in excess of the maximum rates permitted by general law, may be in one or more series, may bear such dates, and may mature at any time not exceeding 40 years from their respective dates, may be payable in such medium of payment,

at such place or places within or without the state, may carry such registration privileges, may be subject to redemption prior to maturity, with or without premium, may be executed in such manner, may contain such terms, covenants, and conditions, and may be in such form otherwise as such resolution or subsequent resolutions shall provide. The bonds may be sold or exchanged for refunding bonds, or delivered to contractors in payment for any part of the work or improvements financed by such bonds, or delivered in exchange for any properties, either real, personal, or both, to be acquired for such works or improvements, in such manner as the district in its discretion shall determine. Pending the preparation of the definitive bonds, interim certificates or receipts or temporary bonds in such form and with such provisions as the district may determine may be issued to the purchasers of the bonds issued hereunder. The bonds and such interim certificates or receipts or temporary bonds shall be fully negotiable and shall be and constitute negotiable instruments within the meaning of and for all purposes of the law merchant and the Uniform Commercial Code of the State of Florida. To the extent permitted by law, the proceeds of the sale of any such bonds shall be used solely for the payment of the allowable costs of the district incurred or to be incurred in carrying out the powers set forth in subsections 46-2(a), 46-2(b)(1)b., and 46-4(a) and any other powers in this division relating to improvements to Drainage Works located on district/town property. (3), (4), (5) or (6) of this section, and Such proceeds shall be disbursed in such manner and under such restrictions as the district may provide in the authorizing resolution. The district may also provide for the replacement of any bonds which become mutilated or are stolen, destroyed, or lost, upon proper indemnification. A resolution providing for the issuance of special assessment bonds may also contain such limitations upon the issuance of additional bonds secured on a parity with the bonds theretofore issued as the district may deem proper.

- (f) *Borrowing authority to deal with disaster.* To allow the district to deal with the financial impact of the repair, replacement, or reconstruction of works of the district or other costs incurred by the district due to a “disaster,” as defined in F.S. § 252.34(1), the district is hereby authorized to borrow such funds as the district may reasonably determine are necessary to cope with the disaster. The district is also authorized to enter into a line of credit arrangement that will permit such borrowing, but funds can be drawn on the line of credit only after a state of emergency has been declared by the town, the county, the governor, or the President of the United States. The district may grant as security or collateral for borrowing under this subsection any local, state, or federal disaster relief payments (or similar type of payments) to be received by the district or maintenance assessments levied by the district pursuant to F.S. § 298.54, or both. This subsection is subject to the limitations and requirements of the Town Charter.

Sec. 46-5 – 46-159. – Reserved.

DIVISION 2. MISCELLANEOUS

~~(e) — *Permitting of hauling operations.*~~

~~(1) *Definitions.* The following words, terms and phrases, when used in this subsection (e), shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:~~

~~Excavate or excavation means any act by which material is cut into, dug, quarried, uncovered, removed, displaced, relocated, or otherwise deliberately distributed. Excavation excludes agricultural plowing and site grading and de-mucking in preparation for construction.~~

~~Haul or hauling means to cart, pull, carry, or transport in a motor vehicle.~~

~~(2) Application for hauling permit.~~

~~a. The town shall have the power to implement and enforce a permitting system necessary and convenient for the exercise of any of the powers or duties of the town thereof pertaining to all roads and roadways maintained by the town to provide access to or to restrict the use of roads or roadways within the town for the hauling of excavated material where such hauling exceeds 250 cubic yards of excavated material within a one-year period to or from the property of any landowner.~~

~~b. In order to effect the regulation of hauling activities and the protection of the condition of district roads and roadways, the town:~~

~~1. May require the following information to be supplied in an application for a hauling permit made to the town:~~

~~(i) Name and address of proposed hauling operator.~~

~~(ii) Type and number of vehicles to be operated.~~

~~(iii) Origin and destinations of hauling load.~~

~~(iv) Description of routes upon which the hauling operation will be conducted.~~

~~(v) Dimensions and maximum total weight of hauling vehicles.~~

~~(vi) Requested hauling schedule, including times and dates of excavation and use of hauling route.~~

~~(vii) Verification of notice to all utility companies and municipalities along the proposed route and a copy of their reply.~~

~~(viii) Approval of the county's engineering department, if required.~~

~~(ix) Name and address of permit applicant, which shall be either the owner of the land within the town from which the material is excavated or transported to or the person or entity performing the excavation work in the town; if the latter, the landowner must also sign the permit application.~~

~~2. Shall require that the recipient of a hauling permit from the town coordinate with the town the hauling routes and the times during which hauling activities are permitted to take place.~~

~~3. Shall include, as a condition of the hauling permit, that the hauling operator, permit applicant and landowner (if not the permit applicant) not cause damage or loss from the undertaking of hauling activities to the property of the town or the district, including, but not limited to, town roads and roadways and adjacent private property. Notwithstanding the foregoing, the hauling operator, permit applicant, and landowner (if not the permit applicant) shall be liable for the repair of any such damage caused by hauling activities and shall reimburse the town and any adjacent private property owners for any loss or damage occasioned by hauling activities.~~

~~4. Shall require, as a condition of the approval of a hauling permit, evidence of insurance by the hauling operator to remain in force for the duration of the permit.~~

~~5. Shall require a permit applicant, the landowner (if not the permit applicant) and the hauling operator, jointly and severally, to indemnify and hold harmless the town and its agents, employees, officers, and supervisors from and against all claims, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from the exercise of hauling activities pursuant to the permit, provided that any such claim, damage, loss, or expense arises or results, in whole or in part, from the hauling operator's activities in connection with the hauling permit, and to execute an indemnity agreement so stating.~~

~~6. May assess and collect reasonable fees in connection with reviewing permit applications and approving the hauling permit.~~

~~7. May adopt rules to implement the purposes of this section.~~

~~(3) Liability.~~

~~a. Any person who, willfully or otherwise, hauls material on town roads or roadways shall obtain a hauling permit as required under this section and shall not violate the conditions of any hauling permit that has been granted by the town pursuant to this section.~~

~~b. Any person who willfully hauls excavated material on town roads or roadways without a hauling permit as required under this section or who violates the conditions of a hauling permit granted pursuant to this section is liable to any person injured thereby for the full amount of the injury occasioned to any land or crops or other property by reason of such hauling activities, and shall be liable to the town for double the cost of repairing any resulting damage to the district's roads or roadways.~~

~~c. Any person who willfully hauls excavated material upon the town roads or roadways without a hauling permit as required under this section, or in contravention of the conditions of a hauling permit granted pursuant to this section, shall be subject to a civil fine of up to \$500.00 per~~

~~occurrence, with each day that a violation occurs constituting a separate occurrence. Any violation of this section may be treated in the same manner as a noncriminal traffic infraction under F.S. ch. 318, and citations for such violations may be issued by traffic enforcement agencies in the same manner as traffic citations are issued under F.S. ch. 316.~~

~~d. If a hauling operator, permit applicant, or landowner (if not the permit applicant) upon notice, in writing or otherwise, fails to repair any damage occasioned by the hauling of materials on the road or roadways of the town within 24 hours of receiving said notice, the town may repair such damage and assess the owner of the land in the town from which the material was excavated or to which the material was hauled for the town's costs in connection with such repairs. Upon failure of any landowner to pay any assessments levied by the town pursuant to this section within 30 days of receipt of any owner of notice of the assessment, the town shall have a lien on all lands of such owner within the town. To the extent permitted by law, such shall be superior and paramount to the interest in such land and premises of any owner, lessee, tenant, mortgagee, or other person except the lien of state, county, or town or district taxes and any conservation easements and shall be on a parity with the lien of any such state, county, or town or district taxes and any conservation easements. Such liens shall bear interest at the annual rate equal to the interest rate due on judgments, pursuant to F.S. § 55.03, per year and shall, until paid, remain in effect in perpetuity.~~

~~(f) *Borrowing authority to deal with disaster.* To allow the district to deal with the financial impact of the repair, replacement, or reconstruction of works of the district or other costs incurred by the district due to a "disaster," as defined in F.S. § 252.34(1), the district is hereby authorized to borrow such funds as the district may reasonably determine are necessary to cope with the disaster. The district is also authorized to enter into a line of credit arrangement that will permit such borrowing, but funds can be drawn on the line of credit only after a state of emergency has been declared by the town, the county, the governor, or the President of the United States. The district may grant as security or collateral for borrowing under this section any local, state, or federal disaster relief payments (or similar type of payments) to be received by the district or maintenance assessments levied by the district pursuant to F.S. § 298.54, or both. This section is subject to the limitations and requirements of the town Charter.~~

Sec. 46-16. – Road dedication and maintenance.

~~(g)~~ *Dedication of width of certain roads within the district.*

(1) Improvement of four public roads identified in subsections (g)(1)a through d of this section was approved at referendum pursuant to paragraph c. of section 4 of chapter 2004-410, Laws of Florida, after January 1, 2009, and before December 31, 2010. The width of these roads, to the extent that they have been actually constructed and maintained or repaired continuously and uninterruptedly by the district or town for seven years, shall be dedicated through easement rights to the public pursuant to Laws of Fla. ch. 2011-257 and F.S. § 95.361. The four public roads subject to this section are as follows:

- a. "A" Road to include the following description: "A" Road from Okeechobee Boulevard to North Road and North Road approximately one-quarter mile east from "A" Road intersection.
- b. "C" Road (South) to include the following description: "C" Road from Collecting Canal Road to Okeechobee Boulevard and Collecting Canal Road approximately one-quarter mile each way, east and west from "C" Road intersection.
- c. "C" Road (North) to include the following description: "C" Road from Okeechobee Boulevard to North Road and North Road approximately one-quarter mile each way, east and west from "C" Road intersection.
- d. "D" Road to include the following description: "D" Road from Okeechobee Boulevard to North Road and North Road approximately one-quarter mile each way, east and west from "D" Road intersection.

(2) The filing of a map in the office of the clerk of the circuit court of the county in which the road is located showing the lands and reciting on it that the road has been dedicated in accordance with subsection (ga)(1) of this section or by any other means of acquisition, duly certified by the chair and secretary of the district, shall be prima facie evidence of the public's easement rights.

(3) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

(4) The town shall have traffic control jurisdiction over all public roads located within the district.

(5) All rights and privileges to these roads have been transferred to the town. Nothing in this section shall affect the town's maintenance of these roads and their dedications pursuant to F.S. § 95.361.

(hb) Roads presumed to be dedicated.

(1) When a road within the district has been constructed by the district, and when such road has been maintained or repaired continuously and uninterruptedly for seven years by the district or the town, an easement for such road over, under, across, upon, through, and within the underlying real property for road right-of-way purposes shall be deemed to be dedicated to the public to the extent of the width that has been actually maintained or repaired for the prescribed period, whether or not the road has been formally established as a public road. The dedication shall vest such easement in and to the road in the public, whether or not there is a record of conveyance, dedication, or appropriation to the public use.

(2) The filing of a map in the office of the clerk of the circuit court of the county where the road is located showing the lands and reciting on it that the road has been dedicated in accordance with subsection (hb)(1) of this section, or by any other means of acquisition, duly certified by

the chair and secretary of the district, shall be prima facie evidence of the public's easement rights.

(3) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

(4) The town shall continue to have traffic control jurisdiction over all public roads located within the district.

(5) All rights and privileges to these roads have been transferred to the town. Nothing in this section shall affect the town's maintenance of these roads and their dedications pursuant to F.S. § 95.361.

(ic) *Maintenance easements and use for public trail purposes.* To the extent permitted by state law:

(1) When land adjacent to canals has been used and maintained for district-related purposes by the district to access its canals continuously and uninterrupted for seven years, a maintenance easement for such land over, under, across, upon, through, and within the underlying real property for maintenance purposes is deemed to be dedicated to the district to the extent of the width that has been actually used, maintained, or repaired for the prescribed period, regardless of whether the land has been formally established as an easement in favor of the district. The dedication shall vest such easement in and to the land to the district, regardless of whether there is a record of conveyance, dedication, or appropriation to the district.

(2) The filing of a map in the office of the clerk of the circuit court of the county where the maintenance easement is located showing the lands and reciting on it that the land has been dedicated in accordance with subsection (ic)(1) of this section, or by any other means of acquisition, duly certified by the chair and secretary of the district, shall be prima facie evidence of the district's easement rights.

(3) For any maintenance easement established pursuant to this section, the use by the public for recreational trail purposes, including, without limitation, equestrian trails, shall be authorized. The district is authorized to issue permits to the town to construct and maintain such recreational trails within the maintenance easements. Any permit issued by the district for perpetual use by the public for recreational trail purposes is deemed to satisfy any and all current or future state grant requirements for property control by the town.

(4) This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

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

Section 4. Severability. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part

or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

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

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

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>
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"/>
LAURA DANOWSKI, 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 FIRST READING, THIS __ DAY OF _____, 2024.

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>
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"/>
LAURA DANOWSKI, 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 LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ____ DAY OF _____, 2024.

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 Phillis Maniglia

Councilmember Laura Danowski

Councilmember Robert Shorr



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Richard Gallant, Public Works Director, Jeff Kurtz Project Coordinator

VIA: Francine L. Ramaglia, Town Manager

DATE: December 3, 2024

SUBJECT: Status of FY24 and FY25 Capital Projects

Background:

The tornado that went through Town in October and its aftermath, became the focus for the Public Works Department and negatively impacted the capital improvement schedules generally setting back most of the work schedules by 4-6 weeks. Attached are the critical path time frames for the major ongoing projects.

The following FY 24 projects are currently in progress:

1. **FY24 Road Improvement Program – 161st Terrace North, Casey Road, Gruber Road, E Citrus, 24th Ct N E of F, 24th Ct N W of F, and 147th Ave. N – In our October report we indicated the paving would be completed by the end of October and the speed tables and striping should be completed by mid-December. In fact, the paving was just completed, and the speed tables and striping should be completed by mid-January. Swale work and Trail installation will be commencing after the contractor is completed with their portion of the project.**

2. **12th Place North Culvert Bridge – This project was scheduled to begin on October 16th, which was delayed, but is now underway. A problem arose during the initial excavation as an existing culvert which had been hidden by vegetation was uncovered and a change order is coming forward to address the change in scope. The Public Works Director is presenting a change order proposal this evening for Council’s consideration at this Council meeting, in order to keep the project moving.**



155 F Road Loxahatchee Groves, FL 33470

Funds for the following FY 24 projects were carried forward and are to be initiated in FY25:

1. F Road and Collecting Canal Culvert & 24th and F Culvert Bridge – Part of Culvert Bridge projects that will be bid out along with Bunny Lane and D Road, Kerry Lane and F Road and Folsom and 25th. The F Road design has been completed and has been permitted. Designs for the 3 FY25 culvert bridges are due to be completed by December 1, 2024. It is anticipated that an Invitation to Bid (ITB) will be published in December with a bid award in February or March and a notice to proceed by the end of March. **Completion dates will depend on whether there is an award to one contractor or multiple contractors and what the contractor's schedule will be. The individual culvert bridge projects will take 1-3 weeks each from start to finish.**
2. South E and Citrus and Tangerine had a combined \$70,000 in rock to rebuild the roads allocated in FY24 CIP, those monies are proposed to be carried forward and utilized to help fund the \$50,000 drainage system projects on those roadways as indicated in the FY 25 CIP. **The Public Works Director is working with outside engineers to get a scope of services and pricing for the design work. Timetable to be determined.**
3. Canal Bank Stabilization – Available funds were carried forward to be utilized first on the A Road Canal project.
4. B North and North Road – Depending on funding.

The proposed timetable for the FY25 CIP is as follows:

1. Collecting Canal and A Road Canal Stabilization and Road Improvement Project – A meeting with the affected property owners to discuss the project and easement requests took place. Staff continues to work with property owners to secure the easements. There are approximately 125 trees that will have to be removed. A proposal to remove the trees will be placed on the January Council agenda. If approved the tree removal work should be completed by March 1st. The staff will be initiating the canal stabilization work in the January time period. It is anticipated the culvert and catch basin contract will be awarded in the March time period and work on the culverts and catch basins on A Road and Collecting Canal will be completed by July 1st. This should coincide with the staff completing the canal stabilization work. **With those portions of the project underway it is planned for the paving contract to be awarded in May and if the stabilization and culvert work is in accordance with the paving would begin in mid-July and be essentially completed in August to September (striping of the speed humps and roadways generally has to be done at least 30 days after the paving is completed, the actual paving of those roadway segments will be done within days of starting).**
2. The gap roads paving will be part of the roadway bid and therefore be completed in the same time as A Road and Collecting Canal.



155 F Road Loxahatchee Groves, FL 33470

3. The culvert and catch basin bid is going to be a multiyear bid as much of the available funding for FY25 will be devoted to the A Road and Collecting Canal project. There is more identified need than currently funded, so we are hoping to have a continuing contract with specific pricing available for at least a two-year time period.
4. Miscellaneous culvert failures/emergency repairs – **TBD as needed**
5. Pump House and Gate work – **The Public Works Director is developing a scope of work based on lessons learned from the storm and needs of the department within the budget parameters.**
6. Tangerine, Citrus and S E Drainage – **The Public Works Director is awaiting a proposal from the engineering firm to complete the design for this project.**
7. N Rd Trail – **Staff is evaluating and scheduling the removal of exotic species and working with our vendors for other required tree removal and procuring additional signage.**
8. Canal Stabilization aside from A – **As the primary focus will be on the A Rd Collecting Canal project, other canal stabilization will be based on urgent needs.**
9. Public Works Site Plan – **TBD**
10. Community Cost Sharing Program – **TBD** – The funding shown on the capital plan was a set aside for relief funding to provide assistance to areas facing severe drainage issues. The Town adopted a cost sharing program in 2017 primarily for roadways subject to the cost sharing assessment bond. In 2021, staff brought forward suggested changes and following this update there will be a **discussion of how the Town may wish to modify the existing program to include drainage improvements as a separate item under Roads & Drainage Update on 12/3/24.**

Recommendation:

Receive and File.

FY 25 Capital Improvement Timeline

Item 16.

		Bank Rest	Remove Trees for Paving	Baserock	Prime	Asphalt	Speed Table	Striping	Remove Trees for swale & trail	Swale	Trail	Total Time	Time Remaining
FY24 Paving													
	161st	N/A	60 Days	30 Days	1 Day	3 Days	1 Day	1 Day	14 Days	60 Days	30 Days	200	106
	E Citrus	N/A	14 Days	15 Days	1 Day	1 Day	1 Day	1 Day	N/A	N/A	30 Days	63	32
	Gruber	N/A	14 Days	15 Days	1 Day	1 Day	1 Day	1 Day	N/A	7 Days	30 Days	70	39
	147th	N/A	N/A	5 Days	1 Day	1 Day	1 Day	1 Day	N/A	30 Days	N/A	39	39
	W 24th	N/A	N/A	N/A	1 Day	1 Day	1 Day	1 Day	N/A	N/A	N/A	4	4
	E 24th	N/A	N/A	N/A	1 Day	1 Day	1 Day	1 Day	N/A	N/A	N/A	4	4
	Casey	N/A	30 Days	25 Days	1 Day	3 Days	1 Day	1 Day	N/A	60 Days	30 Days	151	92
FY25 Paving													
	A Rd	120 Days	90 Days	30 Days	1 Day	3 Days	1 Day	1 Day	N/A	120 Days	N/A	366	366
	CC Rd	30 Days	20 Days	10 Days	1 Day	1 Day	1 Day	1 Day	N/A	60 Days	N/A	124	124
Culverts													
		Initial Design	Put Bid Together	Open ITB	P& P	Award	Council	Work Time					
	F Rd	90	15	35	10	1	30	45				226	
	Bunny	30	15	35	10	1	30	15				136	
	Kerry	30	15	35	10	1	30	15				136	
	Folsum	30	15	35	10	1	30	15				136	
Catch Basin													
	12873 Collecting Canal Rd.	30	15	35	10	1	30	3				124	
	12955 Collecting Canal Rd.	30	15	35	10	1	30	3				124	
	13252 Collecting Canal Rd.	30	15	35	10	1	30	3				124	
	13839 Collecting Canal Rd.	30	15	35	10	1	30	3				124	
	41-41-43-17-01-601-0100 (C.C and F)	30	15	35	10	1	30	3				124	
	14165 Collecting Canal Rd.	30	15	35	10	1	30	3				124	
	14281 Collecting Canal Rd.	30	15	35	10	1	30	3				124	
	14439 Collecting Canal Rd.	30	15	35	10	1	30	3				124	
	14599 Collecting Canal Rd.	30	15	35	10	1	30	3				124	
	14717 Collecting Canal Rd.	30	15	35	10	1	30	3				124	
	15045 Collecting Canal Rd.	30	15	35	10	1	30	3				124	
	15409 Collecting Canal Rd.	30	15	35	10	1	30	3				124	
	3255 E Rd. N	30	15	35	10	1	30	3				124	
	3635 E Rd. N	30	15	35	10	1	30	3				124	
	3701 E Rd. N	30	15	35	10	1	30	3				124	
	2585 G Rd. W	30	15	35	10	1	30	3				124	
	2659 G Rd. W	30	15	35	10	1	30	3				124	
	2763 G Rd. W	30	15	35	10	1	30	3				124	

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

Agenda Item #

TO: Town Council of Town of Loxahatchee Groves

FROM: Richard Gallant, CDM E.I., Public Works Director

DATE: December 3, 2024

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. To date they have paved 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 the Seminole style speed tables in various locations on the paved roads. After listening to various residents, it was decided to strategically place the speed table on property lines to reduce the impact of the sound from some of the vehicles that pass through town.
 - The contractor will then 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.
- During the month of October and November, staff has been working on clearing the tree debris left from the damage caused by the impacts of the EF-3 tornado that ripped through town.

- 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 is currently working 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.
- 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 moving forward with LPR cameras 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 is still diligently working with our debris hauler, Ashbritt to remove debris from the tornado that came through town. To date, 13,638 cubic yards of vegetative debris has been removed and 816 cubic yards of construction debris has been removed from throughout the Town. The total amount of storm related debris removed to date is 14,454 cubic yards. On December 2, the debris hauler will hauling all construction debris to Coastal's yard. Ashbritt will continue to receive yard waste debris to C Rd site until all of the debris on site is ground up and removed. Once that is completed yard waste debris will be taken to Coastal's yard until January when the 100% reimbursement period ends from FEMA.
- The Public Works Director is working with staff to compile the required information for the CIP bids for the FY25 projects.
- The Public Works Director has completed all of the requirements for the Certified District Manager certification from the Florida Association of Special Districts in cooperation with the Florida Institute of Government. This certification provides recipients on the special knowledge required for the operation of a special district. In March, the Public Works Superintendent is slated to attend, and the Public Works

Coordinator is scheduled to attend the Certified District Administrative Professional course in January.

- A resident on Robert Way approached the Public Works Director requesting options on paving Robert Way. He heard about the cost sharing program the Town was developing to assist residents on projects. The project would require the addition of a catch basin and culvert across Robert Way at W C Rd to elevate flooding and culverts across Robert Way to allow water to drain from the North side of the road to the ditch on the south side. The Public Works Director sent this request to the Town Manager to review and will be setting up a meeting with the residents of the road to discuss interest from the remainder of the road.
- Staff continues its maintenance operations in grading the unpaved roads and mowing the drainage canals and canal banks.
- Currently Public Works has two open positions for General Maintenance Worker/Public Service Worker I.

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council

FROM: Richard Gallant, Public Works Director

VIA: Francine Ramaglia, Town Manager

DATE: December 3, 2024

SUBJECT: Discussion on adopting a No Through Truck ordinance

Background:

It has been brought to staff's attention of a request to research the addition of "No Through Truck" signs for the Town for the municipal roads. The Public Works Director researched the laws in the State of Florida and other jurisdictions and found the following:

1. FSS 316.006 states, "Chartered municipalities shall have original jurisdiction over all streets and highways located within their boundaries, except state roads, and may place and maintain such traffic control devices which conform to the manual and specifications of the Department of Transportation upon all streets and highways under their original jurisdiction as they shall deem necessary to indicate and to carry out the provisions of this chapter or to regulate, warn, or guide traffic."
2. There is no specific law that would allow the enforcement of a "No Through Truck" sign installed in the Town.
3. To enforce such a sign, the Town would need to enact an ordinance that established a no truck zone, established guidelines, provide for signage locations, provides enforcement mechanism, provides exception, and other item required at the direction of legal council.
4. There are only three roads in which this ordinance could be enforced. Those roads are B Rd, D Rd, and F Rd between Okeechobee Blvd and Southern Blvd.
5. The Town cannot prohibit truck traffic from a state or county road to a municipal road traveling to a specific property. Wording can be included that specify the driver is required to take the shortest path.
6. Included is the Village of Royal Palm Beach and the City of Labelle ordinances for reference.

Recommendations: Request Town Council discuss and direct staff the direction to proceed.

ORDINANCE NO. 582

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ROYAL PALM BEACH, FLORIDA, AMENDING CHAPTER 23. TRAFFIC AND VEHICLES. AT ARTICLE I. IN GENERAL. BY ADOPTING AN ENTIRELY NEW SUBSECTION 23-3. TO BE ENTITLED "TRUCKS LIMITED TO CERTAIN STREETS; EXCEPTIONS; PENALTIES " TO PROVIDE FOR THE REGULATION OF CERTAIN CLASSES OF TRUCKS TRAVELING OVER SPECIFIED STREETS WITHIN THE MUNICIPAL BOUNDARIES ; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUB-SECTION OF CHAPTER 23. TRAFFIC AND VEHICLES. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Section 316.008, Florida Statutes, provides for the reasonable exercise of municipal police powers regarding traffic control with respect to streets and highways under a municipality's jurisdiction; and

WHEREAS, Section 316.555, Florida Statutes, permits local authorities to regulate or prohibit certain classes of vehicles on portions of streets and highways under their jurisdiction when such regulations are necessary for public safety and convenience provided that notice of such regulations are posted in conspicuous places along the streets or highways to be affected by such regulations; and

WHEREAS, the Village Council of the Village of Royal Palm Beach desires to designate certain streets and highways under the jurisdiction of the Village as streets which prohibit the passage of trucks over a certain size along those designated portions of the roadway; and

WHEREAS, the Village Council believes that a prohibition against large trucks driving along certain public streets is necessary for public safety and convenience in order to lessen the traffic density and intensive use of certain streets and highways within the Village as long as such prohibitions do not interfere with or interrupt traffic authorized over state roads; and

WHEREAS, the Village Council of the Village of Royal Palm Beach believes that the regulation of large trucks on certain local streets within the Village will be in the best interests and welfare of the residents of the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF ROYAL PALM BEACH, FLORIDA, THAT:

Section 1: Chapter 23. Traffic and Vehicles. of the Code of Ordinances of the Village of Royal Palm Beach is hereby amended at Article I. In General. by adopting an entirely new section 23-3. which shall hereafter read as follows:

ARTICLE I. IN GENERAL

Secs. 23-1. and 23-2.

(Shall remain the same as previously adopted.)

Sec. 23-3. Trucks limited to certain streets; exceptions; penalties.

- (a) *Limitations.* It shall be unlawful for any person to drive or operate any truck or similar vehicle exceeding one and one-half (1½) ton capacity, over, across or upon any street within the Village where notice of such prohibition is posted. Major thoroughfares such as Southern Boulevard, Okeechobee Boulevard, SR 7 and that portion of Royal Palm Beach Boulevard which is north of Okeechobee Boulevard will not be posted.
- (b) *Exceptions.* Vehicles in excess of one and one-half (1½) ton capacity may be operated upon posted streets within the Village for the sole purpose of delivering or picking up materials or merchandise within the Village and only if the vehicle is using the most direct route to and from the necessary destination.
- (c) *Penalties.* Any person, firm, corporation or other entity violating the provisions of this section shall be subject to penalties as set forth in the Schedule of Fees and Charges adopted by resolution of the Village Council and such penalties may then be revised from time to time by resolution of the Village Council.

Secs. 23-4 --- 23-15. Reserved.

Section 2: Each and every other Section and Subsection of Chapter 23. Traffic and Vehicles. remain in full force and effective as previously enacted.

Section 3: All Ordinances or parts of Ordinances in conflict be and the same are hereby repealed.

Section 4: Should any Section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

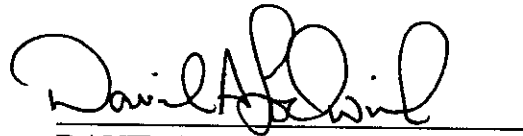
Section 5: Specific authority is hereby granted to codify this Ordinance.

Section 6: This Ordinance shall take effect thirty days after passage.

FIRST READING this 6th day of January, 2000.

SECOND AND FINAL READING this 20th day of January, 2000.

VILLAGE OF ROYAL PALM BEACH



DAVID A. LODWICK,
MAYOR

ATTEST:


MARY ANNE GOULD,
VILLAGE CLERK

(SEAL)

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CITY OF LABELLE, FLORIDA

ORDINANCE NO. 2023-08

AN ORDINANCE OF THE CITY OF LABELLE, FLORIDA; AMENDING THE LABELLE CODE, CHAPTER 17 – TRAFFIC, AND CREATING A NEW ARTICLE IV – LIMITATIONS ON THRU TRUCK TRAFFIC; PROVIDING CONFLICTS OF LAW, SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS, AND MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING, AND AN EFFECTIVE DATE.

WHEREAS, the City of LaBelle, Florida is the governing body of LaBelle; and

WHEREAS, pursuant to Chapter 316, Florida Statutes, otherwise known as the "Florida Uniform Traffic Control Law," and specifically Section 316.006, municipalities have original jurisdiction to exercise traffic control over streets and highways within their boundaries; and

WHEREAS, additionally, the Florida Uniform Traffic Control Law authorizes municipalities to erect traffic control devices not inconsistent with it or as authorized the Federal Highway Safety Administration's Manual on Uniform Traffic Control Devices adopted by the Florida Department of Transportation; and

WHEREAS, pursuant to the Article VIII of the Florida Constitution, the City of LaBelle Charter and Section 166.021, Florida Statutes, the City Commission is authorized to adopt ordinances necessary for the exercise of its powers in for health, safety, and general welfare; and

WHEREAS, the City Commission has determined that it is in the best interests and welfare of the City of LaBelle and its residents to enact this Ordinance.

THE CITY OF LABELLE HEREBY ORDAINS:

Section 1. Recitals Adopted.

That each of the above stated recitals is hereby adopted as legislative findings of the City Commission and confirmed as being true, and the same are hereby incorporated as a part of this Ordinance.

Section 2. Amending LaBelle Code

The LaBelle Code is hereby amending the pertinent provisions of Chapter 17, with deletions depicted with ~~strikethroughs~~ and underlined language as additions, as provided and further depicted in Exhibit A, attached hereto and incorporated herein by reference.

Section 3. Severability

The provisions of this Ordinance are severable, and it is the intention to confer the whole or any part of the powers herein provided for. If any part of this Ordinance is found to be invalid,

preempted, or otherwise superseded, the remainder shall nevertheless be given full force and effect to the extent permitted by the severance of such invalid, preempted, or superseded part as if adopted with such part had not been included herein.

Section 4. **Conflicts of Law**

This Ordinance shall supersede any ordinances in conflict herewith to the extent that such conflict exists. Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of the requirements of state or federal law, the more restrictive shall apply.

Section 5. **Codification and Scrivener's Errors**

It is the intention of the City Commission that the provisions of this Ordinance shall become and be made part of the LaBelle Code; that sections of this Ordinance may be renumbered or re-lettered and that the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intention; and that any typographical errors which do not affect the intent may be authorized by the Deputy City Clerk without need of public hearing, by filing a corrected copy with the Deputy City Clerk. It is further the intent of the City Commission that the provisions of this Ordinance may be modified as a result of consideration that may arise during public hearing(s) and that such modifications shall be incorporated into the final version.

Section 6. **Effective Date**

This Ordinance shall be effective immediately upon its adoption.

DULY PASSED AND ADOPTED BY THE CITY COMMISSION of the City of LaBelle, Florida this 4th day of May, 2023.

Attest:

CITY OF LABELLE, FLORIDA

By: Jessi Zubaty
Jessi Zubaty, Deputy City Clerk

By: Julie C. Wilkins
Julie C. Wilkins, Mayor

Reviewed for legal sufficiency:

By: [Signature]
City Attorney

Vote:	AYE	NAY
Mayor Wilkins	<u>✓</u>	___
Commissioner Vargas	<u>✓</u>	___
Commissioner Ratica	<u>✓</u>	___
Commissioner Akin	<u>✓</u>	___
Commissioner Spratt	<u>✓</u>	___

EXHIBIT "A"

ARTICLE IV. LIMITATIONS ON THRU TRUCK TRAFFIC**Sec. 17-30. Restrictions on truck use of streets.**

(a) *Authority and purpose.* This section is ordained pursuant to authority granted under the Florida Uniform Traffic Control Law. The purpose of this section is to promote the public health, safety and welfare by prohibiting thru-truck traffic on streets and roads which are unsuitable for such traffic by reason of their construction or by reason of the character and nature of abutting property, where reasonably adequate alternative truck routes exist.

(b) *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

No-Thru-Truck Zone. A street or road, or segment thereof, on which trucks are prohibited, except trucks traveling to or from a place abutting the zone, which place would otherwise be inaccessible by truck.

Truck. A truck as defined in the Florida Uniform Traffic Control Law.

(c) *Establishment of zones.* No-thru-truck zones shall be established by the City Commission, through the adoption of a resolution designating the specific right-of-way on which thru-truck traffic shall be prohibited, and where signs shall be posted as provided for in subsection (e) of this section.

(d) *Considerations and guidelines.* The City Commission may establish a no-thru-truck zone if one or more of the following conditions exists; however, a no-thru-truck zone shall not be established unless truck traffic that would otherwise travel through the zone has an alternate route available:

- (1) Traffic lanes are less than 12 feet wide.
- (2) The street or road cannot adequately carry truck traffic because of damage to the surface or to abutting structures.
- (3) Land use on both sides of the street or road is predominantly residential.
- (4) The greater right-of-way is pedestrian in nature.
- (5) A state or locally designated scenic highway or canopy road.

(e) *Signing.* No-thru truck zones shall be signed at the beginning and end thereof, and at other places as the city may determine to be necessary, in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways published by the U.S. Department of Transportation, Federal Highway Administration.

(f) *Prohibition.* It is unlawful for any person to drive a truck in a no-thru-truck zone, unless the driving of such truck is within the exception specified in the definition of “no-thru-truck” zone in subsection (b) of this section.

Sec. 17-31. Exceptions.

The restrictions set forth in this Article shall not apply to the following:

- (1) Any truck making a delivery or providing services to or from a location in or abutting the no-thru-truck zone, which location would otherwise be inaccessible by such vehicle.
- (2) The operation of a truck where necessary to reach the truck driver's personal residence. This exception shall not authorize the parking of a truck in front of a personal residence or at any location otherwise prohibited under this Article.
- (3) Public service or other government-owned vehicles.
- (4) Emergency vehicles.

Sec. 17-32. Temporary truck routes.

The Superintendent of Public Works may, in the event of an emergency, or as needed for maintenance, temporarily restrict truck traffic or establish specific temporary truck routes.

Sec. 17-63. Vehicles not to damage hard-surface or paved roads.

It is unlawful to operate on any hard-surfaced or paved roads in the City any bulldozer, concrete mix truck, tractor, or other heavy equipment vehicle, unless equipped with pneumatic rubber tires; any steel-tired vehicle; or any other vehicle or machine that is likely to damage a hard-surfaced or paved road except ordinary wear and tear on the same.

Sec. 17-64. Penalties.

A violation of this section shall be subject to the fines in Section 1-17 of the LaBelle Code. Further, violation of corresponding signage may be further enforced as a violation of § 316.074, Florida Statutes.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: December 3, 2024

SUBJECT: Cost Sharing Policy Discussion

Background:

Attached is the existing Town Cost Sharing Policy adopted in 2017. Previous councils adopted cost sharing and road prioritization policies as well as an ordinance on assessments for cost shared projects. The policy and related ordinances were adopted prior to the consolidation of the Town and the District. There are different options available to the Town and the District that are not available solely to the Town. The policies and assessment ordinance were adopted in furtherance of the approved potential revenue bond for roadway improvements.

The previous focus was on roadway improvements and how to finance them, the current Town Council has identified different priorities than what are established in this policy. To carry out the current priorities of the Town Council this policy needs to be updated.

The Council is currently considering amendments to Chapter 46 of the Town’s Code to provide, in part for the potential of voluntary assessments on properties to fund District projects in whole or in part. It is recommended the existing cost sharing policy be revised to explicitly allow for drainage works, not necessarily associated with roadway projects, to be eligible for cost sharing.

Direction will be sought on the petition process and whether it should be initiated solely by interested property owners or whether staff can initiate a project soliciting interest from property owners. Another issue to address is the timing of receipt of petitions and whether deadlines should be established for petitions to be considered and evaluated for award or that it be on a rolling ongoing basis. Eligibility standards should be established including the minimum and maximum amount of the funding to be considered. There is also the issue of whether (and this may be dependent on the size of the project) the match should be done based on a cash contribution from the property owner and/or assessments be considered as a method for a property owner to participate in the cost sharing program. The current policy does contemplate assessments as the primary mechanism for property owners to contribute their share of project costs and while cash contributions are not directly addressed, there is no reason to assume they are precluded by the



155 F Road Loxahatchee Groves, FL 33470

present policy. If assessments are an acceptable methodology for property owners to provide the matching funds (as is the case with respect to the existing policy) what would the length of time of the assessments and the interest rates or would that be evaluated on an individual project basis.

Eligibility should necessarily include sufficient easement and/or right-of-way is available to complete the improvements which may require that sufficient interest in the affected property be dedicated to the Town/District through easement or deed. Projects would be implemented pursuant to the ordinance by a project-specific resolution, which will identify the improvement area, the cost share percentage, the assessment methodology and benefit unit, as required by Florida Statutes.

Staff proposes updating the cost sharing policy part of the ordinance to allow for projects to be cost shared by property owners from 50 to 100%. There will be stated exceptions to the policy, such as improvements pursuant to developer agreements or where funds are made available from other government agencies.

Staff will be proposing updates to the road classifications and standards and the cost sharing policy prioritization policy may be impacted by such roadway standards and classifications. Similarly, as the Water Control Plan is updated a prioritization policy on drainage projects may be included in the adopted plan.

Recommendations:

Town Council should discuss and give direction with respect to the policy changes and based on that direction staff will bring forward an updated cost sharing policy at a future meeting.

TOWN OF LOXAHATCHEE GROVES
CAPITAL IMPROVEMENT PROJECTS
ROAD AND DRAINAGE
COST SHARING POLICY

PURPOSE: The purpose of this policy is to provide an orderly and efficient method for the Town to balance the public service needs of the community with the fiscal capabilities. (See Resolution No. 2017-40). New Programs, services, or facilities shall be based on:

1. General citizen demand
2. Need
3. Or legislative mandate.

The Town shall provide funding for public services on a fair and equitable basis, and shall not discriminate.

POLICY: There is hereby established a policy for the creation of an assessment procedure for levy, collection, and adjustment of non-ad valorem assessments:

I. AUTHORITY

A. SECTION 166.021, F.S.

1. The legislative and governing body of a town shall have the power to carry on municipal government. To the extent not inconsistent with general or special law, this power shall include, but shall not be restricted to, the power to establish and subsequently merge or abolish capital improvement projects hereunder, for any part or all of the incorporated areas of the town, within which may be provided specified services.

B. SECTION 197.3632, F.S.

1. Non-ad valorem assessments may be collected in the same manner as ad valorem taxes, provided the Town Council of the Town of Loxahatchee Groves enters into a written agreement with the Property Appraiser and Tax Collector for reimbursement of necessary administrative costs, and provided the Town Council adopts a resolution at a public hearing prior to January 1 of each year stating its intent to use the uniform method of collecting such assessments.

II CREATION

- A. It shall be the policy of the Town Council of the Town of Loxahatchee Groves to require property owners residing on unimproved town roads who wish to have their roads improved may do so by petition process; however, the Town Council, at its discretion, may establish a minimum service improvement area requirement.
- B. Once the petition is completed and application is submitted, and {associated fee} a cost estimate will be prepared and the Town Council approved letter/vote card will be mailed to the benefitting property owners.
1. All services are to be located on Town owned right-of-way, excepting situations wherein the affected properties owners are 100% responsible for the cost.
- C. The vote card must be signed and returned within 45 days of the date of the letter. The vote cards will be verified to determine that at least 51% of the benefitting responding property owners (or other options for determining basis for 51%) within the proposed unit boundaries signed in favor of the petition. Such verification shall be accomplished by comparing the vote card with the existing tax rolls of the Property Appraiser. The Town Council may also, at its discretion, increase the required percentage of signatures on a letter/vote card.
- D. Upon verification that 51% of the benefitting property owners (or other options for determining basis for 51%) signed in favor of the improvement, staff shall proceed with scheduling the project for public hearing. If the required 51% is not obtained within the 45 day period, the application will be deemed invalid and a letter will be mailed to the applicant to notify them that the requested improvement has not met the signature requirements.
- E. CAPITAL IMPROVEMENT PROJECTS
1. The Town shall develop a “Scope of Project”, engineering cost estimate and a preliminary budget and assessment rate based on the engineering estimate.
 2. For Road Paving projects only, roads that are owned by Town of Loxahatchee Groves will receive a contribution from Town of Loxahatchee Groves for fifty 50% of the all costs associated with the construction cost and the affected property owners will be responsible for fifty 50% of the construction cost.
 3. On roads that are not town owned, in addition to any other type of capital improvement project, the affected property owners will be responsible for 100 percent (100%) of the

construction costs. Construction cost will include engineering services such as permits, surveys, inspections, testing and design. The full cost of these items is the responsibility of the affected property owners.

4. Any additional property that is required to complete a paving and drainage project, i.e. right-of-way, drainage retention areas, etc., as determined by Town's engineer, should be donated to the Town prior to the design phase of the project.

F. OTHER SERVICES AUTHORIZED UNDER SECTION 166.021

1. The Town shall develop a recommended project scope and assessment method with input from the petitioner's representative for submitting to the Town Council of the Town of Loxahatchee Groves.
2. The project scope shall include but not be limited to the following:
 - (a) Legal description
 - (b) Plat of project area
 - (c) Location plan (if applicable)
 - (d) Operational and capital budget

- G. Upon receipt of the Scope of Project, the Town staff will recommend to the Town Council the procedures for implementing and funding the proposed improvement (per front foot assessment, per lot assessment, per parcel assessment, per acre assessment) and recommend a date for a public hearing.
- H. The Town staff shall request an assessment roll for the affected area from the Property Appraiser and shall certify the correctness of the roll for submitting to the Town Council at the same time the ordinance is adopted.
- I. The Town Attorney shall prepare an ordinance creating the improvement area (IA) for review by the Town Council.
- J. The Town Attorney will ensure the proper advertisement of a public hearing for the purpose of adopting the ordinance creating the improvement area (IA). The notice shall be published at least once 10 days prior to the scheduled hearing date. The Clerk's Office shall be responsible for actual placement of the advertisement. On roads that are not Town maintained, the petitioner shall be responsible for paying the cost of the advertisement directly to the newspaper.
- K. The Town staff will ensure the proper notice to each affected property owner by first class mail advising them of the date and time of the public hearing for the purpose of adopting the ordinance

creating the improvement area (IA).

- L. Between June and September of each year, the Town will hold a public hearing to adopt the proposed non-ad valorem assessment roll for each new improvement area (IA) created during the preceding calendar year. The notice requirement and conduct of the hearing will be in conformance with the provisions of Section 197.3632, F.S. In addition, a similar public hearing will be required in following years whenever there are changes in the boundaries or the purpose of the improvement area (IA) as outlined in Section 197.3632(4) (a).
- M. All service contracts are to be processed and managed by the Town staff and shall be in compliance with the Purchasing policies established by the Town Council.
- N. An improvement area (IA) may be created at any time during the fiscal year. However, implementation shall coincide with the adoption of the annual Town budget October 1. Valid petitions should be submitted by July 1 of the preceding year. All new improvement areas (IAs) must be created (ordinance adopted) by January 1 of each year in order to be implemented the following October.

III. AMENDMENTS TO EXISTING IMPROVEMENT AREAS (IAs)

- A. Any change in an existing improvement area (IA), such as additional must be reviewed by the Town staff and the petitioner's designated representative. Any proposed revision resulting in an increase or decrease in the services provided to the improvement area shall be reviewed by staff, which shall determine if a public hearing is necessary prior to approval of the revision.

IV ADMINISTRATIVE PROCEDURE FOR ADOPTION OF AN IMPROVEMENT AREA BUDGETS AND ASSESSMENT ROLLS

- A. The Town staff shall prepare the budget for the improvement area (IA) during the annual budget hearings and ensure that they are presented and adopted by the Town Council at the same time and fashion as the adoption of the Town's Annual Budget. The Town Attorney shall prepare the resolutions documenting the Town Council's approval of the improvement area (IA) budgets at the final public hearing to adopt the Town-wide budget.
- B. The Town management shall cause notice of the two public hearings (tentative and final) to consider adoption of the proposed improvement area (IA) budgets to be published in the

form of a legal advertisement in a newspaper of general circulation. The two public hearings on the adoption of the improved area (IA) budgets shall also serve as the hearings to adopt the improvement area assessments.

- C. The Town staff shall prepare the IA assessment rolls annually and present them to the Town Council for adoption at the same time as the similar assessment resolutions are approved and will be included in the Town-wide budget. The Town staff will ensure that the assessment roll certifications are submitted to the Property Appraiser and Tax Collector for collection as set forth by F.S., Chapter 197.332.
- D. Upon the annual adoption of the IA assessment rolls, such rolls shall be certified by the Town staff to the Property Appraiser and Tax Collector by September 15 for billing and collections for that year. (Authority under Chapter 197, F.S.)
- E. Assessments become delinquent after April 1, and failure to pay may result in a lien levied against the property and may result in the sale of a tax certificate in accordance with 197.432, Florida Statutes.
- H. In the case when an individual IA is closed out, residual monies remaining in the Fund totaling 10% or more of the original up-front budget will all be refunded back to the property's current owner of record as originally assessed, i.e., per lot, front footage, parcel, etc., unless the refund amount is less than \$50.00. Any residual monies remaining in the Fund totaling less than 10% of the original up-front budget will be transferred to the affected department, i.e., Transportation. Any shortages of monies within an individual IA Fund at close-out shall be transferred from the affected department into the IA Fund.



Town of Loxahatchee Groves
 155 F Road, Loxahatchee Groves Florida, 33470
IMPROVEMENT AREA (IA) - APPLICATION
Application Fee - \$100.00

APPLICANT NAME	
ADDRESS	
CITY/STATE/ZIP	
PHONE	
LOCATION OF WORK	
TYPE OF WORK	

Examples of types of services which may be provided by IAs:

Road Paving Trails Drainage

Make check payable to TOWN OF LOXAHATCHEE GROVES

Applications without fees will be considered incomplete and returned to applicant.
 If you have any questions, please call 561-793-2418.

Authority: Florida Statutes Chapter 166 authorizes the Town Council of the Town of Loxahatchee Groves to create an Improvement Area (IA) to provide specific services to any specified portion or all of the incorporated area of the Town. Florida Statutes Chapter 197.3632 authorizes such IA non-ad valorem assessments to be billed and collected in a uniform manner with ad valorem taxes. Policy No. _____ of the Town of Loxahatchee Groves provides the procedural requirements for creating and implementing an IA. Services are paid for by non-ad valorem assessments levied against property within benefited areas.

STANDARD CONDITIONS

- Application must contain legal descriptions of the proposed IA area to be served, preferably with plat map attached.
- Application must contain specific description of requested services. Attach pertinent information as necessary.
- Application must be submitted by July 1st for implementation with the annual County budget October 1st of the following year. All new IAs must be created (Ordinance adopted) by January 1st in order to be implemented by the following October 1st.
- Application must be on the form provided by the Town IA application packet which contains a copy of Policy___ available from the Town Offices, 14579 Southern Blvd., Suite 2, Loxahatchee Groves, Florida 33470.

I HEREBY CERTIFY THAT I HAVE MADE APPLICATION FOR THE IA DESCRIBED ABOVE, THAT I AGREE WITH THE CONDITIONS OF THE APPLICATION, AND THAT I WILL SERVE AS THE OFFICIAL REPRESENTATIVE FOR THIS IA REQUEST.

SIGNATURE

DATE



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine L. Ramaglia, Town Manager
DATE: December 3, 2024
SUBJECT: Discussion on Future Agenda Items

Please see the tentative schedule for future agenda items that have been scheduled through March 2025.

Recommendation:

Review, discuss and direct staff.

**TOWN OF LOXAHATCHEE GROVES
AGENDA ITEM DETAIL & SCHEDULE
December 2024 - March 2025**

Agenda Item Detail											
Item No.	Topic:	Agenda Item Location:	Agenda Item:	Staff Member:	Attorney's Office:	Consultant Review Required:	December 2024	Jan. 2025	Feb. 2025	March 2025	Reoccurring:
	Resolution	Consent	Civil Citation Fee Schedule	Town Manager			Approval				
	Resolution	Consent	Piggyback Contract for Red Speed for school zones (traffic calming)	Town Manager			Approval				
	Administrative	Consent	Resolution on Accounting Service Contract	Project Coordinator			Approval				
	District Item	Consent	Resolution to Adopt the Uniform Method Assessment				Approval				
	Administrative	Regular	Health Insurance Renewal	HR / Grants / Contracts Coordinator			Consent				
	Administrative	Resolution	Water Control Plan Updates	Project Coordinator			Discussion	Adopt	X	X	every mtg
	Administrative	Regular	Culverts / District Procedures - Related Policy for 50/50 Cost Share (Section 46)	Project Coordinator			Discussion	Approval			
	Administrative	Discussion	Discussion of LPR/Camera Program Policy	Public Works Director			Discussion				
	Ordinance	Public Hearing	Ordinance on School Traffic Zones (Redspeed)	Town Manager			Second Reading				
	Ordinance	Public Hearing	Ordinance on Civil Citations	Town Manager			Second Reading				
	Ordinance	Public Hearing	Ordinance on Culverts / District Procedures (Section 46)	Project Coordinator / Public Works Director			Second Reading				
	Administrative	Discussion	Discussion of Roadway and Drainage	Public Works Director			X	X	X	X	Monthly Item
	Administrative	Discussion	Discussion Items: A. ITB & RFP Timelines; B. Elevation of Retrofits at 106 locations; C. FEMA Reimbursement	Public Works Director			X				
	Administrative	Regular	Resolution on PBC Piggyback Contract for Wynn & Sons	Public Works Director				X			
	Legislative	Consent	Resolution on the Town's Approval of the Interlocal Agreement w/ the District for Drainage Works Nuisance Abatement Services				X				
	Administrative	Consent	Resolution: Laserfiche Contract	Town Clerk			X				
	Legislative	Regular	Resolution Adopting Engineering Standards / District Standards	Public Works Director				Discussion	Adopt		
	Administrative	Discussion	Discussion & Direction on SOD Farm Agreement	Project Coordinator				Discussion	Approval		
	Ordinance	Public Hearing	Ordinance on Abandoned Property Code	Building Official						Discussion	April & March
	Ordinance	Public Hearing	Ordinance on Livestock Waste BMPs	Project Coordinator						Discussion	
	Ordinance	Public Hearing	Ordinance on Livestock Waste Franchise	Town Manager				Discussion	First Reading	Second Reading	
	Ordinance	Public Hearing	Ordinance on Permitted Uses in Commercial Zoning Districts			KF		Discussion	First Reading	Second Reading	
	Ordinance	Public Hearing	Ordinance on ULDC Updates (part I-Historical Legacy/Vested Rights)	Project Coordinator				Discussion	First Reading	Second Reading	
	Ordinance	Public Hearing	Ordinance on Rural Vista Guidelines	Project Coordinator		Planners				Discussion	April & May
	Ordinance	Public Hearing	Ordinance on Non-Conforming Lots	Project Coordinator		KF			Discussion		
	Ordinance	Public Hearing	Ordinance on Tree Removal (Section 87) & Disbursement of Funds	Project Coordinator		J. Fleishman/ Code Enforcement			Discussion		
	Administrative	Discussion	Section 87					Discussion			
	Ordinance	Public Hearing	Code Compliance Complaint Reporting Requirements	Building Official				First Reading	Second Reading		
	Ordinance	Public Hearing	Ordinance on Travel Policy	Project Coordinator							

**TOWN OF LOXAHATCHEE GROVES
AGENDA ITEM DETAIL & SCHEDULE
December 2024 - March 2025**

Agenda Item Detail											
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	Ordinance	Public Hearing	Ordinance on Conditional Use / Special Exception Procedures	Project Coordinator		Planners				First Reading	April & May
	Administrative	Regular	Annual District Landowners meeting	Town Manager / Project Coordinator				X			April & December
	Administrative	Discussion	Discussion of Scope for Assessment Methodology, Mobility Fees, Impact Fees RFP	Town Manager & Project Coordinator		Engineers					
	Proclamation	Consent	National Bird Day - January 5	Town Clerk	E. Lenihan	N/A		X			January
	Ordinance	Public Hearing	Ordinance on Agritourism Committee recommendations	Project Coordinator						X	
	Ordinance	Public Hearing	Ordinance on Procurement	Project Coordinator							
	Ordinance	Public Hearing	Ordinance on Townwide Traffic & Road Standards	Public Works Director							
	Presentation	Presentation	Presentation by the Realtors Association	Town Clerk				X			
	Administrative	Consent	Resolution on Building Fee Waivers	Building Official				X			
	Administrative	Consent	Resolution on Reduction of Permit Fees for Use of Private Providers	Building Official				X			
	Administrative	Regular	Resolution on Solid Waste Contract	Town Manager & Public Works Superintendent				X			September 2026
	Administrative	Consent	Resolution on Update to the Fee Schedule for Building Permit Fees / Reimbursement of Permit Fees	Building Official				X			
	Election	Consent	Resolution: Agreement with the Supervisor of Elections Office	Town Clerk				X			November
	Administrative	Discussion	Discussion of Assessment Methodology / 197 Requirements	Project Coordinator				Adopt			
	Proclamation	Consent	2-1-1 Awareness Day – February 11-17	Town Clerk	E. Lenihan	N/A			X		February
	Administrative	Regular	Discussion of current Tree Mitigations in progress/Tree Mitigation Fund Report / Potential Land Purchase	Project Coordinator & Public Works Director					X		
	Administrative	Regular	Moore's Grove Subdivision revisions & recordation	Public Works Director					X		
	Proclamation	Consent	National Engineers Week – February 16-22	Town Clerk	E. Lenihan	N/A			X		February
	Proclamation	Consent	National FFA Week – February 15-22	Town Clerk	E. Lenihan	N/A			X		February
	Ordinance	Public Hearing	Ordinance on Sign Code	Project Coordinator		Planners					June
	Ordinance	Public Hearing	Ordinance on ULDC Updates (Part II-Roadway/Traffic Standards)	Project Coordinator		Public Works Director / Planners			X	X	February & March
	Presentation	Presentation	Presentation by BDB	Town Clerk					X		
	Administrative	Consent	Receive & File - Quarterly Reports	All Senior Staff Members					X		02/2025 (Q1), 05/2025 (Q2), 08/2025 (Q3), 11/2025 (Q4/Next FY Annual Report)
	Legislative	Presentation	Update from the Town Lobbyist	Town Clerk					X		February & July
	Proclamation	Consent	Agricultural Appreciation Day – May 18	Town Clerk	E. Lenihan	N/A					May
	Presentation	Presentation	Audit Presentation	Town Manager & Project Coordinator		Munilytics & Caballero				X	
	Proclamation	Consent	Back to School Month – August	Town Clerk	E. Lenihan	N/A					August
	Proclamation	Consent	Building and Code Staff Appreciation Day – September 1	Town Clerk	E. Lenihan	N/A					September
	Proclamation	Consent	Building Safety Month – May	Town Clerk	E. Lenihan	N/A					May

**TOWN OF LOXAHATCHEE GROVES
AGENDA ITEM DETAIL & SCHEDULE
December 2024 - March 2025**

Agenda Item Detail

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	Proclamation	Consent	Child Abuse Prevention Month – April	Town Clerk	E. Lenihan	N/A					April
	Proclamation	Consent	Code Enforcement Officer Appreciation Week – June 5-9	Town Clerk	E. Lenihan	N/A					June
	Administrative	Public Hearing	Consideration of Amendments to the Land Use Map	Town Manager		Planner					July
	Proclamation	Consent	Construction Safety Week – May 2-6	Town Clerk	E. Lenihan	N/A					May
	Proclamation	Consent	Customer Service Week – October 7-11	Town Clerk	E. Lenihan	N/A					October
	Legislative	Discussion	Discussion of Council Participation and Communication with Surrounding Communities and Other Agencies	Town Clerk							September
	District Item	District Item	District Resolution on Intent to Use Uniform Method (Drainage Works Nuisance Abatement Service Assessments)								
	Administrative	Regular	District: Provisions of District Services, including Water Control, Maintenance, and Repair of Drainage and Roadways	Public Works Director							July
	Proclamation	Consent	Earth Day – April 22	Town Clerk	E. Lenihan	N/A					April
	Election	Consent	Election Agreement with the Supervisor of Elections Office	Town Clerk							November
	Administrative	Regular	Emergency Loan of Credit Renewal	HR / Grants / Contracts Coordinator						X	
	Proclamation	Consent	Emergency Preparedness Month – September	Town Clerk	E. Lenihan	N/A					September
	Proclamation	Consent	Fire Prevention Week – October 7-11	Town Clerk	E. Lenihan	N/A					October
	Proclamation	Consent	Florida City Government Week – October 21-27	Town Clerk	E. Lenihan	N/A					October
	Proclamation	Consent	Hunger and Homelessness Awareness Week – November 12-20	Town Clerk	E. Lenihan	N/A					November
	Legislative	Discussion	Legislative Goals and Objectives for the Fiscal Year	Town Clerk Assistant							July
	Presentation	Presentation	Legislative Update from County Commissioner (Sara Baxter)	Town Clerk Assistant							July
	Administrative	Regular	List of Pre-approved Easements for FY 2026 Paving Plan	Project Coordinator & Public Works Director							
	Election	Presentation	March Election Results for the Town of Loxahatchee Groves Candidates	Town Clerk						laserfiche	April
	Proclamation	Consent	Mental Health Awareness Month – May	Town Clerk	E. Lenihan	N/A					May
	Proclamation	Consent	National Arbor Day – Last Friday in April	Town Clerk	E. Lenihan	N/A					April
	Proclamation	Consent	National Civility Month – August	Town Clerk	E. Lenihan	N/A					August
	Proclamation	Consent	National Employee Appreciation Day – First Friday in March	Town Clerk	E. Lenihan	N/A				X	March
	Proclamation	Consent	National Farm Safety and Health Week – September 15-21	Town Clerk	E. Lenihan	N/A					September
	Proclamation	Consent	National Farmers Day – December 23	Town Clerk	E. Lenihan	N/A					December
	Proclamation	Consent	National Flood Awareness Week – March 6-10	Town Clerk	E. Lenihan	N/A				X	March
	Proclamation	Consent	National Homeownership Month – June	Town Clerk	E. Lenihan	N/A					June
	Proclamation	Consent	National Hurricane Preparedness Week – May 1-7	Town Clerk	E. Lenihan	N/A					May
	Proclamation	Consent	National Municipal Clerks Week – May 4-10	Town Clerk	E. Lenihan	N/A					May
	Proclamation	Consent	National Public Works Week – Third Week of May	Town Clerk	E. Lenihan	N/A					May
	Proclamation	Consent	National Safe Toys and Gifts Month – December	Town Clerk	E. Lenihan	N/A					December
	Proclamation	Consent	National Volunteer Appreciation Week – April 20-26	Town Clerk	E. Lenihan	N/A					April
	Election	Presentation	Oath of Office - Town Council & Board Members	Town Clerk							April
	Proclamation	Consent	Older Americans Month – May	Town Clerk	E. Lenihan	N/A					May
	Ordinance	Public Hearing	Ordinance on ADU			Planner - Complete Cities					
	Ordinance	Public Hearing	Ordinance on Capital Improvement Plan / Timeline for ITBs	Project Coordinator							May
	Ordinance	Public Hearing	Ordinance on Nuisance Abatement - Assessment Procedure	Building Official		Public Works Director					
	Ordinance	Public Hearing	Ordinance on Qualifying Dates	Town Clerk							

**TOWN OF LOXAHATCHEE GROVES
AGENDA ITEM DETAIL & SCHEDULE
December 2024 - March 2025**

Agenda Item Detail											
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	Ordinance	Public Hearing	<i>Ordinance on Solid Waste</i>	Town Manager & Public Works Superintendent							October
	Ordinance	Public Hearing	Ordinance on Use and Occupancy	Building Official		Planners					
	Proclamation	Consent	Palm Beach County Veteran Services Officer Appreciation Month – June	Town Clerk	E. Lenihan	N/A					June
	Administrative	Consent	Piggyback Contract: Hinterland (Culvert Clearing)	Public Works Director						X	March
	Presentation	Presentation	Powerpoint Presentation Initial Budget	Town Manager & Project Coordinator							
	Presentation	Presentation	Presentation by FPL Project Updates	Town Clerk							
	Presentation	Presentation	Presentation by Jane Cleveland	Town Clerk							
	Presentation	Presentation	Presentation by Local Authors / Celebrities	Town Clerk							
	Presentation	Presentation	Presentation by PBCFR	Town Clerk							
	Presentation	Presentation	Presentation by PBSO	Town Clerk							
	Presentation	Presentation	Presentation by Sara Palmer	Town Clerk							
	Presentation	Presentation	Presentation by Senator & Representative	Town Clerk							
	Presentation	Presentation	Presentation by TCRPC	Town Clerk							
	Presentation	Presentation	Presentation by the Chamber (Mary Lou Bedford)	Town Clerk							
	Presentation	Presentation	Presentation by the Palm Beach County League of Cities	Town Clerk							
	Presentation	Presentation	Presentation by the Property Appraiser	Town Clerk							
	Presentation	Presentation	Presentation by TPA	Town Clerk							
	Presentation	Presentation	Presentation on Behavioral Services Program	Town Clerk							May
	Presentation	Presentation	Presentation on Resilient Florida	Keshevarz							
	Administrative	Presentation	Presentations from Town Departments	All Senior Staff							May
	Proclamation	Consent	Public Service Recognition Week – First Full Week of May	Town Clerk	E. Lenihan	N/A					May
	Legislative	Consent	Resolution / Contract: Lobbying Services	Town Clerk Assistant	E. Lenihan	Ron Book					August
	Administrative	Consent	Resolution Adopting of FY 2025 Special Events & Calendar	Town Clerk							
	Administrative	Consent	Resolution on Annual Proclamations	Town Clerk							
	Legislative	Consent	Resolution on Foreclosure Policy	Town Manager							
	District Item	District Item	Resolution on the District's Approval of the Interlocal Agreement w/ the Town for Drainage Works Nuisance Abatement Services		X						
	Legislative	Consent	Resolution on Transportation Plan								
	Administrative	Consent	Resolution on Update to the Fee Schedule for Engineering & Public Works Permit Fees	Building Official						X	
	Legislative	Regular	Resolution: Annual Dates Supporting Local Government and Approval of Annual Sponsorships and Events	Town Clerk							September
	Election	Regular	Resolution: Appoint Mayor and Vice Mayor by the Town Council	Town Clerk	E. Lenihan						April
	Legislative	Consent	Resolution: Appointment and Support of a Council Member to the Board of Trustees of the Florida Municipal Insurance Trust	Town Clerk	E. Lenihan					X	March
	Legislative	Consent	Resolution: Appointment and Support of a Council Member to the Board of Trustees of the Florida Municipal Investment Trust	Town Clerk	E. Lenihan					X	March
	Legislative	Consent	Resolution: Appointment and Support of a Council Member to the Board of Trustees of the Florida Municipal Loan Trust	Town Clerk	E. Lenihan					X	March
	Legislative	Consent	Resolution: Appointment of Committee Members	Town Clerk	E. Lenihan						May
	Election	Regular	Resolution: Appointment of District Chair and Treasurer	Town Clerk	E. Lenihan						April
	Administrative	Consent	Resolution: Best Interest Contract for Kiels Tree Service	Public Works Director							
	Legislative	Consent	Resolution: Declaration of Emergencies	Public Works Director							

**TOWN OF LOXAHATCHEE GROVES
AGENDA ITEM DETAIL & SCHEDULE
December 2024 - March 2025**

Agenda Item Detail											
Item No.	Topic:	Agenda Item Location:	Agenda Item:	Staff Member:	Attorney's Office:	Consultant Review Required:	December 2024	Jan. 2025	Feb. 2025	March 2025	Reoccurring:
	Legislative	Consent	Resolution: Designation of Mayor as the Signing Agent for the Town	Town Clerk	E. Lenihan						April
	Legislative	Regular	Resolution: Establishing Committees/Committee Responsibilities	Town Clerk	E. Lenihan						April
	Legislative	Consent	Resolution: Establishment of Regular Meeting Schedules	Town Clerk							November
	Legislative	Regular	Resolution: Rules and Procedures for Town Council	Town Clerk	E. Lenihan						April
	Legislative	Consent	Resolution: Speciman Tree Removal - Phase III Groves Center				X				
	Proclamation	Consent	Rural Education Day – October 31	Town Clerk	E. Lenihan	N/A					October
	Legislative	Presentation	State Legislative Update from Lobbyist, State Senators and Representatives	Town Clerk Assistant							May
	Proclamation	Consent	Sunshine Week – March 16-22	Town Clerk	E. Lenihan	N/A				X	March
	Legislative	Regular	Town Council's – Goals, Objectives, and Policies	Town Manager							May
	Administrative	Consent	Upcoming Events and Agendas	Town Clerk							